Special, 5/27/2025 10:30:00 AM

BE IT REMEMBERED that on May 27, 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 (ABSENT)

Chief Deputy, Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS May 27, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **27th** 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

10:00 a.m. - Announcement of a Workshop to consider and receive information with the Port of Beaumont regarding the Franklin Street closure.

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: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

(a). Consider and approve specifications for Invitation for Bids (IFB 25-018/CG), Term Contract for Disaster and Emergency Repair, Services and Installation of Electrical Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 18 - 82

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

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

SEE ATTACHMENTS ON PAGES 83 - 192

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

(c). Consider, establish and approve Selection Review Committee to review the responses received for Request for Proposal (RFP 25-008/CG), FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

Judge appointed Michelle Falgout, Comm Erickson-Robert Grimm, Comm Alfred-Fran Lee, Comm Sinegal-Chief Shauberger, Comm Willis-Roxanne Acosta-Hellberg

NO ATTACHMENTS

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

(d). Execute, receive and file Concession Agreements for Invitation for Bid (IFB 24-068/CG), Automobile Rental Concessions at Jack Brooks Regional Airport with Avis Rent A Car System, LLC, dba Avis, and Avis Budget Car Rental, LLC, dba Budget & Payless.

SEE ATTACHMENTS ON PAGES 193 - 222

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

(e).Consider and approve, execute, receive and file renewal for (IFB 22-023/YS), Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District for a third one (1) year renewal with ADAPCO, Inc, Pro Pest and lawn Store, Target Specialty Products, Veseris, and Nutrien Ag Solutions, Inc. from June 11, 2025 to June 10, 2026 with price increases due to manufacturing costs as shown in attachment A.

SEE ATTACHMENTS ON PAGES 223 - 233

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

(f).Consider and approve, execute, receive and file renewal for (IFB 22-033/MR), Term Contract for Asphalt Products for Jefferson County for a third one (1) year renewal with Martin Asphalt from July 30, 2025 to July 29, 2026

SEE ATTACHMENTS ON PAGES 234 - 234

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

(g).Consider and approve renewal for (RFP 23-006/MR), Inmate Food Service for Jefferson County Correctional Facility for a second one (1) year renewal with Trinity Services Inc., from June 4, 2025 to June 3, 2026.

NO ATTACHMENTS

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

(h).Consider and approve, execute, receive and file renewal for (IFB 24-013/JW), Term Contract for Pest Control Services for Jefferson County for a first one (1) year renewal with Massey Services Inc., Inc. from July 8, 2025 to July 7, 2026.

SEE ATTACHMENTS ON PAGES 235 - 235

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

(i).Consider and approve, execute, receive and file a Professional Services Agreement (PROF 25-023/MR) with The LaBiche Architectural Group, Inc for project assistance addressing TXDOT ADA subrecipient compliance and monitoring program in an amount not to exceed $10,000.00 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 236 - 240

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

(j).Consider and approve, execute, receive and file a Professional Services Agreement (PROF 25-024/MR) with NMS Labs for forensic testing services for the Regional Crime Lab 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 241 - 242

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

(k).Request approval to release final invoice in the amount of $182,919.87 to Texas Materials for (IFB 24-065/MR) Jefferson County Doggett Park Midway Rehabilitation.

SEE ATTACHMENTS ON PAGES 243 - 243

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

(l).Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, June 7, 2025 at 9:00 am.

SEE ATTACHMENTS ON PAGES 244 - 246

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

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

SEE ATTACHMENTS ON PAGES 247 - 248

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

(n).Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152(3), for broken or obsolete items

SEE ATTACHMENTS ON PAGES 249 - 256

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer – Marine Division –cost for camera and door entry system.

SEE ATTACHMENTS ON PAGES 257 - 257

865-3054-421-6014	BUILDINGS AND STRUCTURES	$13,000.00	
865-3054-421-6042	TRUCKS & TRAILERS		$13,000.00

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

(b).Consider and approve County Judge to sign for a time extension request to December 31, 2025, for the Hurricane Harvey CDBG-DR grant with the Texas General Land Office grant #20-065-121-C408.

SEE ATTACHMENTS ON PAGES 258 - 258

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

(c).Consider and approve advanced funding request for American Rescue Plan Act approved project with Spindletop Center in the amount of $561,676.

SEE ATTACHMENTS ON PAGES 259 - 263

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

(d).Consider and approve Texas General Land Office Community Development and Revitalization CDBG-DR Buyout/Acquisition Program Relocation Incentive for Elizabeth Simmons in the amount of $35,000 as approved by the Texas General Land Office.

SEE ATTACHMENTS ON PAGES 264 - 274

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

(e).Receive and file Jefferson County Fraud, Waste, and Abuse Policy.

SEE ATTACHMENTS ON PAGES 275 - 282

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

(f). Receive and file Attachment 1 Project Attestation and Authorization for Health and Human Services Commission and Spindletop MHMR Contract No. HHS00141600012.

SEE ATTACHMENTS ON PAGES 283 - 285

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

(g). Consider and approve budget transfer – 252nd District Court – cost for Laptop Computer.

SEE ATTACHMENTS ON PAGES 286 - 286

120-2037-412-6002	COMPUTER EQUIPMENT	$1,636.00	
120-2037-412-6022	FURNITURE & FIXTURES		$1,452.00
120-2037-412-5015	COURT COST		$184.00

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

(h). Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for Parks ground maintenance.

SEE ATTACHMENTS ON PAGES 287 - 287

116-0611-452-4009	BUILDINGS AND GROUNDS	$4,250.00	
116-0611-452-3015	CEMENT, CONCRETE, ETC.		$500.00
116-0611-452-3079	CRUSHED STONE		$1,000.00
116-0611-452-3099	MISCELLANEOUS SUPPLIES		$1,000.00
116-0611-452-3001	ASPHALT		$1,750.00

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

(i).Consider and approve budget transfer – Road & Bridge Pct. 2 –cost for Mid-Size Full Matrix Sign.

SEE ATTACHMENTS ON PAGES 288 - 288

112-0209-431-6018	POWER TOOLS & APPLIANCES	$20,000.00	
112-0209-431-6042	TRUCKS & TRAILERS		$20,000.00

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

(j).Consider and approve electronic disbursement for $334,279.40 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

(k).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending April 30,2025.

SEE ATTACHMENTS ON PAGES 289 - 304

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

(l).Regular County Bills – check #528304 through check #528499 (05/20/25) and check #528500 through check #528732 (05/27/25).

SEE ATTACHMENTS ON PAGES 305 - 321

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

(m).Consider and approve budget transfer – Road & Bridge Pct. 1 –cost to purchase 2025 Toyota Rav4, cost is offset by trade-in of 2018 Ford F-150.

SEE ATTACHMENTS ON PAGES 322 - 323

111-0109-431-6007	AUTOMOBILES	$16,204.00	
111-0109-431-6042	TRUCKS & TRAILERS		$16,204.00

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

COUNTY AIRPORT:

(a).Consider and possibly authorize the County Judge to execute an amendment to the Hangar 7 Lease Agreement between KUSA Aviation and Jefferson County to add hangar, office, and storage space to their existing lease agreement.

SEE ATTACHMENTS ON PAGES 324 - 324

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

COUNTY COMMISSIONERS:

(a). Conduct a public hearing regarding approval of an Order to establish the Energy Reinvestment Zone 1, pursuant to Sec. 312. 401 et seq. Texas Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

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

(b). Consider and possibly approve an order designating the Energy Reinvestment Zone No. 1 property partially within the corporate limits and ETJ of Port Arthur, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 325 - 331

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

(c). Conduct a public hearing regarding approval of a Property Tax Agreement between Jefferson County and Crescent Bayou, LLC. pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

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

(d). Consider, possibly approve a Property Tax Agreement between Jefferson County and Crescent Bayou, LLC. within the Energy Reinvestment Zone No. 1 Reinvestment Zone partially within the ETJ and corporate limits of Port Arthur, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 332 - 376

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

(e). Consider and possibly approve allowing jurors to donate jury funds to the Pitzer Family Education Foundation pursuant to Government Code, Sec. 61.003.

NO ATTACHMENTS

Action: TABLED

(f).Receive and file Oaths of Office and Statements of Officers for Josh W. Allen Sr., Charles Guillory, Bernard Daleo, Jr., Anthony "Tony" Mallett III, and Charlie Reneau.

SEE ATTACHMENTS ON PAGES 377 - 386

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

(g).To authorize Family Treatment Drug Court to utilize the hallway in front of the 317th and 279th District Courts for Family Reunification Day, June 10, 2025.

NO ATTACHMENTS

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

(h).Consider and appoint bargaining representatives for the County for collective bargaining discussions with the Jefferson County Deputy Sheriff Association.

Kathleen Kennedy, Fran Lee, Verenice Rosales, Sheriff's Designee

NO ATTACHMENTS

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

(i).Consider and appoint bargaining representatives for the County for collective bargaining discussions with the Jefferson County Deputy Constables Association.

NO ATTACHMENTS

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

(j).Conduct a public hearing to be held by the Commissioners' Court of Jefferson County, Texas with respect to multifamily housing revenue bonds ("the Bonds") to be issued by The Jefferson County Housing Finance Corporation ("the Corporation") for the Seville Apartments project.

NO ATTACHMENTS

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

(k).Consider and possibly approve a resolution for the Jefferson County Housing Finance Corporation to issue bonds in an amount not to exceed $10,000,000.00 for the acquisition and rehabilitation of the Seville Apartments project.

SEE ATTACHMENTS ON PAGES 387 - 387

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

ADDENDUMS:

(l).Consider and possibly approve a proclamation for Motorcycle Safety.

SEE ATTACHMENTS ON PAGES 388 - 388

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

COUNTY TREASURER:

ADDENDUMS:

(a).Receive and File Investment Schedule for April, 2025, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 389 - 391

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

CRIMINAL DISTRICT COURT:

(a).Consider and possibly approve out of state travel for Lacey Simon of the Criminal District Court to participate in the Fellows residency program at the Institute of Court Management through the National Center for State Courts in Williamsburg, VA from June 21 - June 28, 2025. Travel is partially funded by the National Center for State Courts.

SEE ATTACHMENTS ON PAGES 392 - 409

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

VISITORS CENTER:

(a). Consider and possibly approve Jefferson County Tourism Committee formerly tabled Spring 2025 Hotel Occupancy Tax allocation recommendation for Lamar University Spindletop Boomtown Museum: Requested: $21,500, Recommendation: $8,500

NO ATTACHMENTS

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

OTHER BUSINESS:

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

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

_____

Jeff R. Branick

County Judge

Special, May 27, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 27, 2025.

LEGAL NOTICE
Advertisement for Invitation for Bids

May 27, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department **for Invitation for Bid (IFB 25-018/CG), Term Contract for Disaster and Emergency Repair, Services and Installation of Electrical Services for Jefferson County Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://www.jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Disaster and Emergency Repair, Services and Installation of Electrical Services for Jefferson County Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-327**
BID NUMBER:	**IFB 25-018/CG**
DUE BY TIME/DATE:	**11:00 AM CST, Wednesday, July 2, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
The Examiner:
May 29, 2025 & June 5, 2025

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BID SUBMISSIONS:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this specifications in its entirety.

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://www.jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the

Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: https://www.mbda.gov/business-center/houston-mbda-business-center
Email: mbda@hccs.edu

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: Suzanne.aguirre@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program
P.O. Box 13528
Austin, TX 78711
512-463-5872 or 888-863-5881
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: statewidehubprogram@cpa.texas.gov

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

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 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	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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:

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 orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

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

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

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions 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.	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

	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.	
> $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. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* 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. 1. *Overtime requirements.* 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. *Violation; liability for unpaid wages; liquidated damages.* 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. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	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. *Subcontracts.* 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.** <u>Suggested Language</u> 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. 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.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	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.	
>$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). Suggested Language: 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 non-federal 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 non-federal 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

	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. Suggested Language: 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.	(implementing 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. Suggested Language: 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	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; 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:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National 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	2 CFR 200.336

	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.	
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) 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.	2 C.F.R. § 200.321(b)(1)-(5)
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	2 CFR 200.334; and 200.337

	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) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. 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, 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	United States Code 19 U.S.C.

	Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	2511
>$100,000	PROVISION REQUIRED IN CONTRACT. (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 Corporation 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 will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
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. <u>Suggested Language:</u> 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).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, 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
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet **in its entirety.**

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

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

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

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

All submissions must be received by 11:00 am CST, Wednesday, July 2, 2025

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

COUNTY HOLIDAYS (2025):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, email Deborah Clark at deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CST, Monday**, **June 9, 2025.**

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

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

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

A sample of a completed FORM 1295 is included on **PAGE 36**.

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

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

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

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

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

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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

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

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

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

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

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

<u>BIDDER</u>: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

<u>BIDDER</u>: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-018/CG), Term Contract for Disaster and Emergency Repair, Services and Installation of Electrical Services for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-018/CG.

Scope of Project:

- Furnish all labor and materials to install, service, or repair all Electrical Systems as required upon proper authorization by a representative of Jefferson County. Emergency service to be available on a twenty-four (24) hour, seven-day-a week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.

Terms:

- Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in local Consumer Price Index, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.
- Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.
- A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Contractor shall be responsible for the following:

- Furnish all labor, material and/or equipment necessary to repair, service, or install electrical systems.
- Provide emergency service as requested.
- Provide disaster relief during mandatory/voluntary county evacuation as requested.
- Give owner equal or preferential service over all other types of service normally undertaken by a contractor.
- Provide inspection service as requested and provide owner with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

Jefferson County shall be responsible for the following:

- Notify Contractor when repairs, service or installation is needed.
- Permit contractor's personnel the use of owner's common building maintenance tools, such as ladders, etc.

Detail

- This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays expected. (The hourly rate as stated in the bid should include travel to and from the job.) Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.
- Bidder, upon two hours of notification, must be able to supply a minimum of two electricians, when required, skilled in the repair, service and installation of electrical systems.
- Electricians must possess current licensing. **Please submit copy/copies of your current license(s) as electrical contractor(s) in the State of Texas with your bid.**
- Bidder is to be able to supply at fixed hourly rates equipment such as hydraulic lifts, winch, truck and pole line truck.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

	For clarification of this offer, contact:
Company Name	
Address	Name & Title
City State Zip	Phone Fax
Signature of Person Authorized to Sign	E-mail
Printed Name	
Title	

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Disaster and Emergency Repair, Services and Installation of Electrical Services for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 25-018/CG), Term Contract for Disaster and Emergency Repair, Services and Installation of Electrical Services for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

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

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

BID FORM

Item	Description	Labor Charge Per Hour
1	Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$_____/hour
2	Apprentice Electrician accompanying Electrician during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$_____/hour
3	Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
4	Apprentice Electrician accompanying Electrician for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
5	Electrician for emergency service on Sundays and Holidays	$_____/hour
6	Apprentice Electrician accompanying Electrician for emergency service on Sundays and Holidays	$_____/hour
7	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$_____/hour
8	Apprentice Electrician accompanying Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$_____/hour
9	Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
10	Apprentice Electrician accompanying Electrician for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all day Saturday)	$_____/hour
11	Electrician for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$_____/hour
12	Apprentice Electrician accompanying Electrician for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$_____/hour
13	Hourly rates for hydraulic lifts	_____/hour
14	Hourly rates for winch trucks	_____/hour
15	Hourly rates for pole line trucks	_____/hour
16	Contract fee for permitting $_____ per $100.00 value	$_____/ $100 value _____

BID FORM (continued)

Copy/Copies of current license(s) as electrical contractor(s) in the State of Texas are included with this bid? □ Yes □ No

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

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
<u>Bidder</u>: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Printed Name of Authorized Representative	Signature
Title	Date

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

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

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

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

_____
Signature of Company Representative

_____
Date

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

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

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF_____ COUNTY OF_____

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

on this day personally appeared _____, who
(name)
after being by me duly sworn, did depose and say:

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

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

Name and address of Bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

_____
Notary Public in and for
the State of _____

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

April 15, 2025

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

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

BID NAME:	**Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327**
BID NUMBER:	**IFB 25-013/MR**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, May 21, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

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

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffersoncountytx.gov.

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

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.
Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

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

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

accordingly.

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

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

3. PURCHASE ORDERS AND PAYMENT.

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

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

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

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

4. CONTRACT.

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

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: https://www.mbda.gov/business-center/houston-mbda-business-center
Email: mbda@hccs.edu

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324 B
San Antonio, TX 78207
210-458-2480
Website: https://www.mbda.gov/business-center/san-antonio-mbda-business-center
Email: Jacqueline.jackson@utsa.edu

Small and woman-owned business may be eligible for assistance from U.S. Small Business Administration (SBA):
Website: https://www.sba.gov/local-assistance

Dallas/Fort Worth District Office
150 West Parkway, Ste. 130
Euless, TX 76040
817-684-5500
Website: https://www.sba.gov/district/dallas-fort-worth
Email: dfwdo.email@sba.gov

El Paso District Office
211 N. Florence St, Ste. 201
El Paso, TX 79901
915-834-4600
Website: https://www.sba.gov/district/el-paso
Email: Suzanne.aguirre@sba.gov

Houston District Office
8701 S. Gessner Dr, Ste. 1200
Houston, TX 77074
713-773-6500
Website: https://www.sba.gov/district/houston
Email: houston@sba.gov

Lower Rio Grande Valley District Office
2422 E. Tyler Ave, Suite E
Harlingen, TX 78550
956-427-8533
Website: https://www.sba.gov/district/lower-rio-grande-valley
Email: lrgvdo.email@sba.gov

San Antonio District Office
615 E. Houston St, Ste 298
San Antonio, TX 78205
210-403-5900
Website: https://www.sba.gov/district/san-antonio
Email: sado.email@sba.gov

West Texas District Office
1205 Texas Ave, Room 408
Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

HUB certification information can be found at:
Statewide Procurement Division HUB Program
P.O. Box 13528
Austin, TX 78711
512-463-5872 or 888-863-5881
Website: https://comptroller.texas.gov/purchasing/vendor/hub
Email: statewidehubprogram@cpa.texas.gov

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

Women Business Enterprise (WBE)
Big Bird Tree Service, Inc

Big Bird Tree Service, Inc

has filed with the Agency an Affidavit as defined by NCTRCA Women Business Enterprise (WBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 561730: TREE SERVICES (E.G., BRACING, PLANTING, PRUNING, REMOVAL, SPRAYING, SURGERY, TRIMMING)
NAICS 561730: LAWN MULCHING SERVICES

This Certification commences April 30, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: April 30, 2027
Issued Date: April 30, 2025
CERTIFICATION NO. IFWB42610N0427

Angela Alexander

Certification Administrator

Small Business Enterprise (SBE)
Big Bird Tree Service, Inc

Big Bird Tree Service, Inc

has filed with the Agency an Affidavit as defined by NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 561730: TREE SERVICES (E.G., BRACING, PLANTING, PRUNING, REMOVAL, SPRAYING, SURGERY, TRIMMING)
NAICS 561730: LAWN MULCHING SERVICES

This Certification commences April 30, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: April 30, 2027
Issued Date: April 30, 2025
CERTIFICATION NO. IFSB78224N0427

Angela Alexander

Certification Administrator

Minority Business Enterprise (MBE)
Big Bird Tree Service, Inc

Big Bird Tree Service, Inc

has filed with the Agency an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 561730: TREE SERVICES (E.G., BRACING, PLANTING, PRUNING, REMOVAL, SPRAYING, SURGERY, TRIMMING)
NAICS 561730: LAWN MULCHING SERVICES

This Certification commences April 30, 2025 and supersedes any registration or listing previously issued. This certification must be updated every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expiration: April 30, 2027
Issued Date: April 30, 2025
CERTIFICATION NO. IFMB36684N0427

Angela Alexander

Certification Administrator

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

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

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

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

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

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

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

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

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

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

	Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions	2 CFR 200 APPENDIX II (D)

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

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

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

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

The Contractor Big bird Tree service 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.

Irene S. Eads

Signature of Contractor's Authorized Official

IRENE S. EADS / Office Manager

Name and Title of Contractor's Authorized Official

5/20/25

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Big Bird Tree Service 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.

Irene S. Eads

Signature of Contractor's Authorized Official

IRENE S. EADS

Name and Title of Contractor's Authorized Official

5/20/25

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Irene S.

Signature of Contractor's Authorized Official

IRENE S. EARS / Office Manager

Name and Title of Contractor's Authorized Official

5/20/25

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

Bids must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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

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

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

COUNTY HOLIDAYS (2025):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH:

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

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

4. VENDOR REGISTRATION (System for Award Management).

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

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

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

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

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

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

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

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

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

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

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

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

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

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

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

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

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

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

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

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME	Paula Hunter	
TDECU Insurance Agency LLC 1001 FM 2004 Lake Jackson TX 77566	PHONE (A/C, No, Ext)	(979) 238-8283	FAX (A/C, No) (866) 613-7716
	E-MAIL ADDRESS	phunter@tdecuinsurance.org	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Big Bird Tree Service, Inc 401 E. Wheatland Road, Dallas, TX 75241 Dallas TX 75241	INSURER A: Evanston Insurance Company	
	INSURER B: Texas Mutual Insurance Company	22945
	INSURER C: Great American Insurance Co	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 25/26 MASTER GL/IM/WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC OTHER			3AA89B581	05/16/2025	05/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Aggr Per Proj	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 5,000,000
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001171519	08/19/2024	08/19/2025	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Inland Marine			IMP E841126 03	05/14/2025	05/14/2026	Scheduled Equipment	$662,000

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

The general liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status. The general liability policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it.

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE P. Hunter

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BIDDER INFORMATION FORM

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

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

Bidder's Company/Business Name: Big bird tree service

Bidder's TAX ID Number: 752594414

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

Contact Person: Hagan Scott **Title:** manager

Phone Number (with area code): 903-910-0773

Alternate Phone Number if available (with area code): 972-228-8844

Fax Number (with area code): _____

Email Address: Big bird tree service @ yahoo.com

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

401 E. Wheatland Rd
Address

DALLAS TX, 75241
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

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

Scope of Project:

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

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

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

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

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

Responsibilities of the Contractor:

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

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

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

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

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

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

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

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

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

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

Responsibilities of the County:

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

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

Non-Performance/Liquidated Damages:

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

Attorney's Fee:

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

Default:

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

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

Big bird tree service
Company Name

401 E. Wheatland RD
Address

DALLAS TX 75241
City State Zip

Irene S. Eads
Signature of Person Authorized to Sign

IRENE S. EADS
Printed Name

Office Manager
Title

For clarification of this offer, contact:

Hagan Scott, manager
Name & Title

903-910-0773
Phone Fax

Bigbird tree service@yahoo.com
E-mail

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

ACCEPTANCE OF OFFER

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

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

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

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**
ATTEST:	
Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

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

Bid proposal for Jefferson county TX **5-20-2025**

Scope of work – 371 miles of right of way clearing

Work week – we work Monday threw Friday 8am – 5pm

Billing – we will be billing by the hour for every 8 hour day worked our total hourly rate for everything included is $954.56

Equipment needed – 2 tractors with batwing brush hogs, 2 boom trucks with hydraulic saws and chipper trailer, 2 skid steers with mulchers, 2 excavators with mulchers.

Crew required – we will have a crew of 10 in groups of 2

Fuel cost – $39,600 a month

Lodging cost – $5,000 a month

Labor costs – $68,000 a month

Total expenses per month – $112,600

1 year projected billing - $1,832,760

5 year total projected billing - $9,163,800

BID FORM

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

Option 1:

Description	Fuel Mitigation along 371 miles Rights-of-Ways	Fuel Mitigation for 135 targeted non-rights-of-ways areas
Heavy Equipment Operator with Equipment	Hourly Rate $ 119.32	Hourly Rate $ 119.32
Sawyer with Equipment	Hourly Rate $ 119.32	Hourly Rate $ 119.32
Number of 2-PersonTeams Available	5, 2 person teams available	5, 2 person teams available
Approximate number of acres one 2-person team can mitigate in a 30-day period.	~~50 Acers~~ 50 ACers	50 Acers

Option 2:

Description	Fuel Mitigation along 371 miles Rights-of-Ways	Fuel Mitigation for 135 targeted non-rights-of-ways areas
Heavy Equipment Operator with Equipment	Rate per Acre $ 3,818	Rate per Acre $ 3,818
Sawyer with Equipment	Rate per Acre $ 3,818	Rate per Acre $ 3,818
Number of 2-PersonTeams Available	5, 2 person Teams available	5, 2 person Team
Approximate number of acres one 2-person team can mitigate in a 30-day period.	50 Acers	50 Acers

BID FORM - CONTINUED

List of equipment to be used:

2024 John Deere 5067E w/ brush hog, grapple

2023 Kubota M7060 w/ batwing mower

2 boom trucks w/ hydraulic saws & chipper trailer

2 skid steers w/ mulchers

2 Excavator w/ mulchers

2 Trucks w/ 40 Foot trailers.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Dyna-Mist Irrigation Inc

Address: 2808 Capital Street, Wylie, TX 75098

Contact Person and Title: Jorge Calero

Phone: 214 378 8548 Fax: _____

Email Address: jorge@dyna-mist.com Contract Period: _____

Scope of Work: Tree Service

REFERENCE TWO

Government/Company Name: US Lawns

Address: 2607 Aero Dr, Grand Prairie, TX 75052

Contact Person and Title: Shane Vorndran

Phone: 817 823 0377 Fax: _____

Email Address: shanevorndran@uslawns.net Contract Period: _____

Scope of Work: Tree Service

REFERENCE THREE

Government/Company Name: Bruin's Montessori

Address: 4651 S Westmoreland rd, Dallas, TX 75237

Contact Person and Title: Cheryl Dole

Phone: 214 337 2622 Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Big Bird Tree Service
Bidder (Entity Name)

Irene Eads
Signature

401 E Wheatland Rd, Dallas, TX 75241
Street & Mailing Address

Irene Eads
Print Name

Dallas, TX 75241
City, State & Zip

5/21/22
Date Signed

972 228 8844
Telephone Number

Fax Number

bigbirdtreeservice@yahoo.com
E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Irene Eads
Signature of Contractor's Authorized Official

Irene Eads, Director
Name and Title of Contractor's Authorized Official ***(Please Print)***

5/21/25
Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

OFFICE USE ONLY

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

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

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

Name of Officer

☐ Yes ☐ No

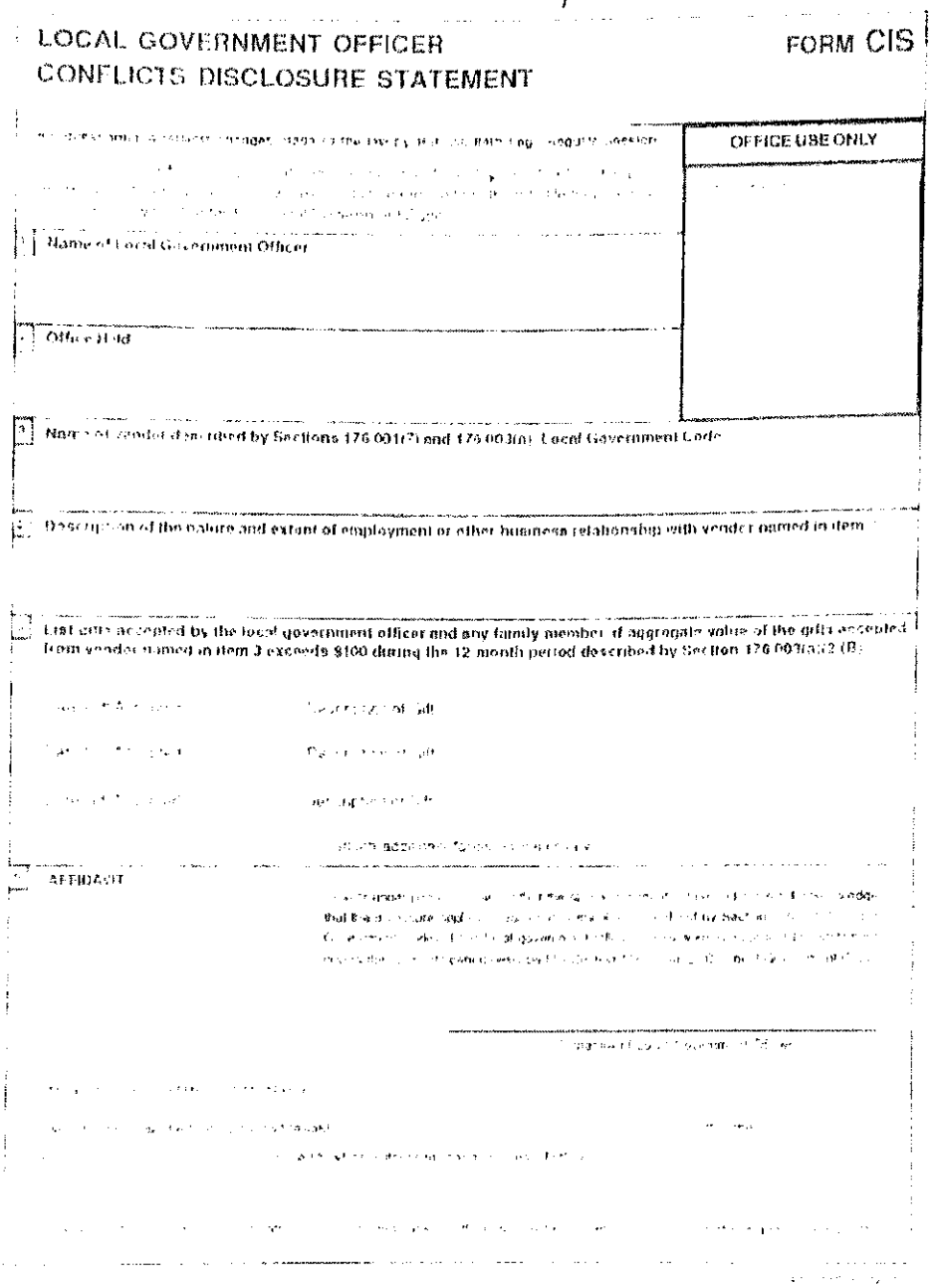
☐ Yes ☐ No

☐ Yes ☐ No

4

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY



LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT

FORM CIS

OFFICE USE ONLY

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)

6 AFFIDAVIT

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded)
[ ] Yes [ ] No

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

Did the Prime Contractor/Consultant . . .?

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

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

Printed Name of Authorized Representative

Signature

Title

12/12/12
Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded)
[ ] Yes [ ] No

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

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

Prime Contractor Name _____ HUB [ ] Yes [ ] No

Address: _____
Street City State Zip

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

Project Title & No. _____

Prime Contract Amount: $ _____

HUB Subcontractor Name _____

HUB Status (Gender & Ethnicity) _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed _____

Printed Name of Contractor Representative _____ Signature of Representative _____ Date _____

Printed Name of HUB _____ Signature of Representative _____ Date _____

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

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409.835.8450.

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

Prime Contractor HUB ☐ Yes ☐ No

HUB Status (Gender & Ethnicity)

Address:
Street City State Zip

Phone (with area code) Fax (with area code)

Project Title & No: IFB/RFP No

Total Contract $ Total HUB Subcontract(s) $

Construction HUB Goals: 12.8% MBE % 12.6% WBE

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

FOR HUB OFFICE USE ONLY.

Certification that HUB Program Office reviewed and verified HUB Sub information Date Initials

---

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name

HUB Status (Gender & Ethnicity)

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

Address:
Street City State Zip

Contact person Title:

Phone (with area code) Fax (with area code)

Proposed Subcontract Amount $ Percentage of Prime Contract

Description of Subcontract Work to be Performed

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

[illegible] Contractors for Heavy Equipment Operators & Sawyers for Highway Construct, Grading and Reforestation [illegible]

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name

HUB Status (Gender & Ethnicity)

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

Address

Street City State Zip

Contact person Title

Phone (with area code) Fax (with area code)

Projected Subcontract Amount $ Percentage of Prime Contract %

Description of Subcontract Work to be Performed

HUB Subcontractor Name

HUB Status (Gender & Ethnicity)

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

Address

Street City State Zip

Contact person Title

Phone (with area code) Fax (with area code)

Projected Subcontract Amount $ Percentage of Prime Contract %

Description of Subcontract Work to be Performed

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact Person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact Person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name

Address

Street City State Zip

Contact person Title

Phone (with area code) Fax (with area code)

Proposed Subcontract Amount $ Percentage of Prime Contract %

Description of Subcontract Work to be Performed

Subcontractor Name

Address

Street City State Zip

Contact person Title

Phone (with area code) Fax (with area code)

Proposed Subcontract Amount $ Percentage of Prime Contract %

Description of Subcontract Work to be Performed

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

Name (print or type):

Title:

Signature:

Date:

E-mail address:

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

Name (print or type)

Title

Date

E-mail address

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

Page 4 of 4 Subcontracting Opportunity Notice for Solicitation No. [illegible]

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

Taxpayer Identification Number (T.I.N.) [illegible]

Company Name submitting bid/proposal [illegible]

Mailing address [illegible]

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 account identification number assigned by the Jefferson County Appraisal District

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

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

HOUSE BILL 89 VERIFICATION

I, [illegible], the undersigned representative of (company or business name) [illegible] (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.

[illegible]
Signature of Company Representative

12/1/25
Date

On this 1 day of December, 2025, personally appeared

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

I, the undersigned 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 2253.153 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

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

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

Name and address of Bidder: _____

_____

Fax: _____ Telephone# _____

by: _____ Title _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20 _____

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

_____
Notary Public in and for
the State of _____

Revised for Heavy Equipment Operator & Sewer Jet Bids and Qualify Water Line Materials 5/8/2008

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

ORIGINAL

DRC EMERGENCY SERVICES
Striking Back.

IFB 25-013/MR
CONTRACTED HEAVY EQUIPMENT OPERATOR & SAWYER FOR JEFFERSON COUNTY WILDFIRE FUEL MITIGATION

MAY 21, 2025 AT 11:00AM

Clif Kennedy
Regional Manager
ckennedy@drcusa.com
c: (713) 715-8772
f: (504) 482-2852

Kristy Fuentes
Vice President of Compliance and Administration
kfuentes@drcusa.com
www.drcusa.com

DRC EMERGENCY SERVICES
Striking Back.

Proposal By
DRC Emergency Services, LLC
6702 Broadway St, Galveston, TX 77554

DRC
EMERGENCY SERVICES
Striking Back.

P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

DRC CONTACT ADDRESSES

111 Veterans Blvd., Suite 1420
Metairie, LA 70005

DRC CONTACTS

KRISTY FUENTES
Vice President of Compliance and Administration
Email: kfuentes@drcusa.com
Office: 504.482.2848
Cell: 504.220.7682

CLIF KENNEDY
Regional Manager
Email: ckennedy@drcusa.com
Cell: 713.715.8772

JOHN SULLIVAN
President
Email: jsullivan@drcusa.com
Office: 504.482.2848
Cell: 832.731.8234

JOE NEWMAN
Vice President of Operations
Email: jnewman@drcusa.com
Cell: 214.930.9300

WES HOLDEN
Director of Government Relations
Email: wholden@drcusa.com
Cell: 813.352.9942

LISA GARCIA WALSH
Contract Manager
Email: lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052

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DRC EMERGENCY SERVICES
Striking Back.

May 15, 2025

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

Re: Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation
IFB 25-013/MR

To whom it may concern,

DRC Emergency Services, LLC (DRC) is grateful for the opportunity to present our proposal to provide wildfire fuel mitigation for Jefferson County.

DRC has had the pleasure of holding the standby emergency disaster assistance recovery contract with Jefferson County since 2008, and we also hold the county's contract for debris and derelict vessel removal services. Our previous work in Jefferson County includes the responses to Hurricanes Ike, Harvey, Laura, and Delta, and Tropical Storm Imelda. In response to Hurricane Harvey, DRC removed more than 110,000 cubic yards of debris from Jefferson County, nearly all of which was vegetative debris.

DRC has managed tree removal projects of all sizes since our inception. Last year, DRC removed 234,879 hazardous trees in response to Hurricanes Beryl, Francine, Helene, and Milton. In 2017, while working on the recovery in Puerto Rico after Hurricane Maria, DRC collected 96,835 hazardous trees from the island as a part of a $78 million contract. Following Ice Storm Pax in 2014, The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling more than 12,000 miles of roadway clearing and the trimming of more than 225,000 trees.

DRC Emergency Services boasts unparalleled experience in responding to both natural and man-made disasters, solidified by extensive partnerships with state agencies. Our expertise is demonstrated through our comprehensive and effective disaster recovery efforts, ensuring that affected communities receive prompt and proficient assistance. We pride ourselves on our long-standing relationships with local, state, and federal agencies, which enhance our ability to mobilize swiftly and efficiently in the wake of any disaster. If awarded, DRC pledges to deploy all necessary manpower and equipment to ensure project requirements are met. We have local Texas subcontractors and are committed to engaging additional local businesses. Upon award, DRC will conduct a subcontractor outreach program in Jefferson County to identify additional local subcontractors.

With DRC's personnel having more than 50 years of combined experience, DRC has a proven track record in disaster recovery and emergency management services for federal, state, and local governments. Acquired by the Sullivan brothers from Galveston, Texas, in 2016, DRC joined the Sullivan Family of Companies, which includes Sullivan Land Services, SLSCO, Forgen, and Callan Marine. Our comprehensive services encompass emergency debris removal, disaster management (including temporary housing and workforce support), FEMA documentation, debris management, right-of-way maintenance, marine debris salvage, vehicle and vessel removal, dredging, technical assistance, project management, construction, demolition, and final disposal management. Employing more than 40 full-time staff, DRC has access to over 1,000 employees through our family of companies, making us a trusted partner for cities, counties, and state agencies nationwide in disaster recovery services.

DRC is a Texas-based company located in Galveston, Texas. Owner John Sullivan, along with his brothers and business partners, William and Todd, was born and raised in Texas. The Sullivans are deeply rooted in the State of Texas. As lifelong residents, the Sullivans have an in-depth understanding of the needs of Texas along with the statewide rules and regulations under which it operates. DRC strongly believes the use of local knowledge and resources is vitally important to a successful disaster recovery operation. As such, the Sullivan brothers provide invaluable generational knowledge in the face of any event which may affect the State of Texas.

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

The Regional Manager for Jefferson County is Clif Kennedy, and the Assistant Regional Manager for Southeast Texas is Mike White. Clif Kennedy can be reached at (888) 721-4372, by cell: (713) 715-8772 or by email: Ckennedy@drcusa.com.

This proposal is in all respects fair and in good faith, without collusion or fraud, and conforms to the specifications of your IFB. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Jefferson County in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

ACTION IN LIEU OF
A MEETING OF THE
MEMBERS OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 1, 2018.

WHEREAS, Section 9.01 of the Company's Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the "LLC Agreement") and the Act permit the Members of the Company to take the following actions; and

WHEREAS, the undersigned, constitutes the Members of the Company (the "Members").

NOW, THEREFORE, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company's business, subject to any restrictions of limitations on authority as set forth in the Company's governing documents:

Name	Office/Capacity
John R. Sullivan	President
Todd P. Sullivan	Vice President
William W. Sullivan	Vice President and Secretary
Kristy Fuentes	Vice President of Administration and Compliance, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

Signature Page to Action in Lieu of Meeting

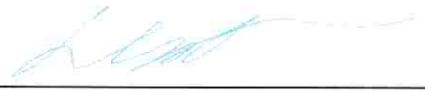
counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES, LLC

By: John R. Sullivan
Its: Member

By: Todd P. Sullivan
Its: Member



By: William W. Sullivan
Its: Member

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.

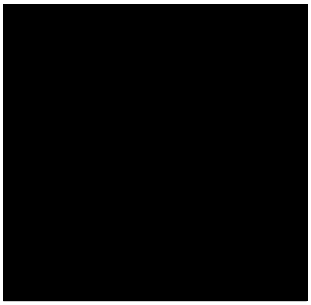
David Whitley
Secretary of State

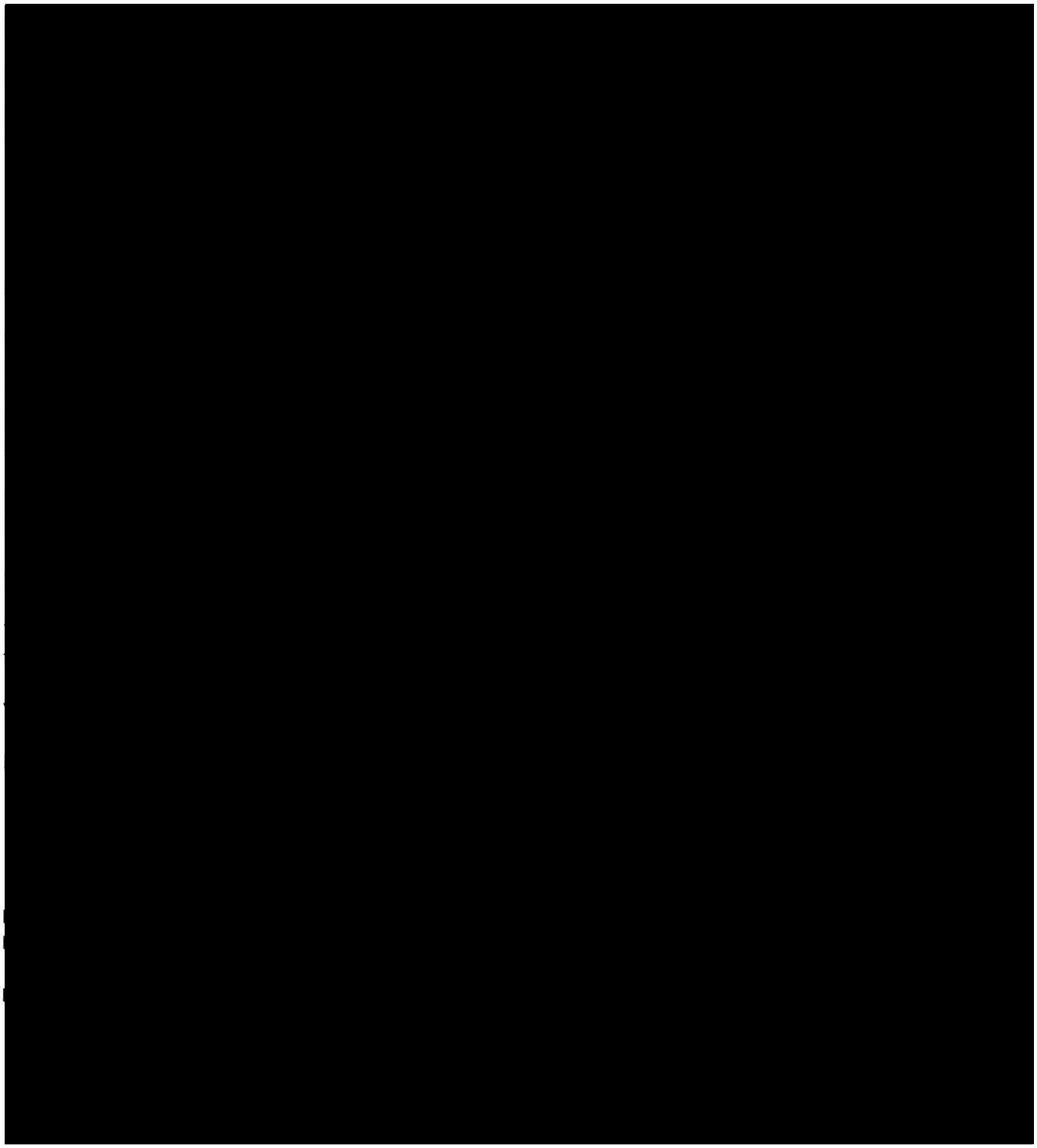
Please see the attached confidential Bonding Capacity Letter and Banking Reference Letter.

[redacted]

CONFIDENTIAL AND PROPRIETARY
TRADE SECRET INFORMATION

[redacted]





Please see the attached Required Documentation.

- Byrd Anti-Lobbying Certification
- Debarment/Suspension Certification
- Civil Rights Compliance Provisions
- Proof of System for Award Management (SAM)
- Certificate of Interested Parties – Form 1295
- Certificate of Insurance
- Bidder Information Form
- Offer and Acceptance Form/Offer to Contract
- Addenda Acknowledgement
- Bid Form – Cost Proposal
- Vendor References Form
- Signature Page
- Certification Regarding Lobbying
- Conflict of Interest Questionnaire
- Good Faith Effort Determination Checklist
- Notice of Intent to Subcontract with Historically Underutilized Business
- Historically Underutilized Business (HUB) Subcontracting Participation Declaration
- Residence Certification/Tax Form
- House Bill 89 Verification
- Bid Affidavit

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

Kristy Fuentes

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official

5/16/25

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official

5/16/25

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official

5/16/25

Date

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

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

SAM.GOV®

DRC EMERGENCY SERVICES, LLC

Unique Entity ID **KLQXF6DU7EZ6**	CAGE / NCAGE **4A7V9**	Purpose of Registration **Federal Assistance Awards Only**
Registration Status **Active Registration**	Expiration Date **Feb 25, 2026**	
Physical Address **111 Veterans Memorial BLVD STE 401** **Metairie, Louisiana 70005-3056** **United States**	Mailing Address **111 Veterans Memorial BLVD** **Suite 1420** **Metairie, Louisiana 70005** **United States**	

Entity Information

DRC EMERGENCY SERVICES, LLC • Active Registration

Unique Entity ID
KLQXF6DU7EZ6

CAGE/NCAGE
4A7V9

Expiration Date
Feb 25, 2026

Physical Address
111 Veterans Memorial BLVD STE 401
Metairie, Louisiana
70005-3056, United States

Mailing Address
111 Veterans Memorial BLVD
Suite 1420
Metairie, Louisiana
70005, United States

Purpose of Registration
Federal Assistance Awards Only

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1307415

Date Filed:
05/09/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DRC EMERGENCY SERVICES, LLC.
Galveston, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-013
Contracted Heavy Equipment Operator & Sawyer Wildfire Fuel Mitigation

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kristy Fuentes, and my date of birth is 05/31/1974.

My address is 111 Veterans Memorial Blvd. Suite 1420 (street), Metairie (city), LA (state), 70005 (zip code), USA (country).

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

Executed in Jefferson Parish County, State of Louisiana, on the 9th day of May (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/09/2025

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

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

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** Turner Murphy **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:** turner.murphy@mcgriff.com
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** United States Fire Insurance Company — 21113 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Argonaut Insurance Company — 19801 **INSURER E :** Vantage Risk Specialty Insurance Company — 16275 **INSURER F :** Gotham Insurance Company — 25569

COVERAGES **CERTIFICATE NUMBER:** C2Z3YESA **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MWZY31921225	04/30/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 200,000 10,000 5,000,000 5,000,000 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1387802214	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	2,000,000
F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EX202500006247	04/30/2025	03/31/2026	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		0001307608 WC929208471754	03/31/2025	03/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
E	Contractors Pollution & Errors & Omissions			P03CP0000055601	03/31/2025	03/31/2026	Contractor's Pollution Errors & Omissions Policy Aggregate	$ $ $	5,000,000 5,000,000 5,000,000

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

BID NAME: Contracted Heavy Equipment Operator & Sawyer for Jefferson County Wildfire Fuel Mitigation; pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327
BID NUMBER: IFB 25-013/MR

The General Liability, Automobile and Excess policies contain blanket Additional Insured endorsements in favor of all parties where required by a written contract. The General Liability, Automobile, Workers' Compensation and Excess policies contain blanket Waiver of Subrogation endorsements in favor of all parties where required by written contract. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies as required by written contract. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions. Excess

(continued next page)

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE R Michael Breedlove, Jr

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD®

ADDITIONAL REMARKS SCHEDULE

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company	INSURED DRC Emergency Services, LLC
POLICY NUMBER	
CARRIER / NAIC CODE	ISSUE DATE: 05/09/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ FORM TITLE: _____

(continued from previous page)

coverages follow form. In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

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CERTIFICATE NUMBER: C2Z3YESA

BIDDER INFORMATION FORM

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

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

Bidder's Company/Business Name: DRC Emergency Services, LLC

Bidder's TAX ID Number: 63-1283729

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

Contact Person: Kristy Fuentes **Title:** Vice President, Treasurer, Secretary

Phone Number (with area code): (888) 721-4372

Alternate Phone Number if available (with area code): (504) 482-2848

Fax Number (with area code): (504) 482-2852

Email Address: kfuentes@drcusa.com

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

111 Veterans Memorial Blvd. Suite 1420
Address
Metairie, LA, 70005
City, State, Zip Code

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

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

DRC Emergency Services, LLC
Company Name

6702 Broadway Street
Address

Galveston TX 77554
City State Zip

Signature of Person Authorized to Sign

Kristy Fuentes
Printed Name

Vice President, Treasurer, Secretary
Title

For clarification of this offer, contact:

Kristy Fuentes - Vice President, Treasurer, Secretary
Name & Title

(888) 721-4372 (504) 482-2852
Phone Fax

kfuentes@drcusa.com
E-mail

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

ACCEPTANCE OF OFFER

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

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

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

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

No addenda has been issued for this Invitation for Bid.

BID FORM

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

Option 1:

Description	Fuel Mitigation along 371 miles Rights-of-Ways	Fuel Mitigation for 135 targeted non-rights-of-ways areas
Heavy Equipment Operator with Equipment	Hourly Rate $ 430.00	Hourly Rate $ 430.00
Sawyer with Equipment	Hourly Rate $ 140.00	Hourly Rate $ 140.00
Number of 2-PersonTeams Available	4	4
Approximate number of acres one 2-person team can mitigate in a 30-day period.	30	30

Option 2:

Description	Fuel Mitigation along 371 miles Rights-of-Ways	Fuel Mitigation for 135 targeted non-rights-of-ways areas
Heavy Equipment Operator with Equipment	Rate per Acre $ 4,300.00	Rate per Acre $ 4,300.00
Sawyer with Equipment	Rate per Acre $ 1,400.00	Rate per Acre $ 1,400.00
Number of 2-PersonTeams Available	4	4
Approximate number of acres one 2-person team can mitigate in a 30-day period.	30	30

BID FORM - CONTINUED

List of equipment to be used:

Flagger	$45.00/hour
Towable Chipper including truck	$200.00/hour
Foreman with truck	$80.00/hour
Skid Steer	$210.00/hour
Bucket Truck	$280.00/hour
Knuckleboom Self-Loader Per Cubic Yard	$9.12/hour

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Jasper County, TX

Address: 121 N. Austin, Room 106, Jasper TX 75951

Contact Person and Title: Judge Mark Allen - County Judge

Phone: (409) 384-2612 Fax:

Email Address: mark.allen@co.jasper.tx.us Contract Period: August 2024- August 2024

Scope of Work: Disaster Debris Removal – Hurricane Beryl DR-4798

REFERENCE TWO

Government/Company Name: City of Little Rock, AR

Address: 500 W Markham St., Little Rock, AR 72201

Contact Person and Title: Nathan Spicer - Emergency Management Specialist

Phone: (501) 569-4131 Fax:

Email Address: nspicer@littlerock.gov Contract Period: April 2023-June 2024

Scope of Work: 2023 Tornado Removal and Disposal of Storm Debris - DR-4748-AR

REFERENCE THREE

Government/Company Name: Brazoria County, TX

Address: 451 N. Velasco, Suite 230, Angleton, TX 77515

Contact Person and Title: Wael Tabara

Phone: (979) 864-1265 Fax:

Email Address: WaelT@brazoriacountytx.gov Contract Period: July 2024- September 2024

Scope of Work: Disaster Debris Removal – Hurricane Beryl DR-4798

SIGNATURE PAGE

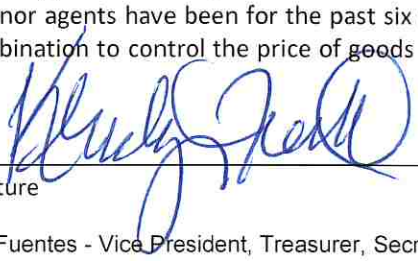
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

DRC Emergency Services, LLC	
Bidder (Entity Name)	Signature
111 Veterans Blvd. Suite 1420	Kristy Fuentes - Vice President, Treasurer, Secretary
Street & Mailing Address	Print Name
Metairie, LA, 70005	5/16/25
City, State & Zip	Date Signed
(888) 721-4372	(504) 482-2852
Telephone Number	Fax Number
kfuentes@drcusa.com	
E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

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

5/16/25

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

DRC Emergency Services, LLC

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.**

N/A

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

5/16/25

Date

Adopted 8/7/2015

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

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

Kristy Fuentes
Printed Name of Authorized Representative

Signature

Vice President, Treasurer, Secretary
Title

5/16/25
Date

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

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

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

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

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

Contractor Name: DRC Emergency Services, LLC HUB: ☐ Yes ☑ No

Address: 111 Veterans Memorial Blvd. Suite 1420 (Street) Metairie (City) LA (State) 70005 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: Contracted Heavy Equipment Operator & Sawyer Wildfire Fuel Mitigation 25-013

Prime Contract Amount: $

HUB Subcontractor Name: Scruggs Environmental Services

HUB Status (Gender & Ethnicity): African American Male

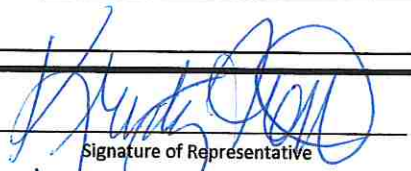
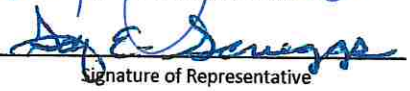
Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: 11143 Dalebrook Drive (Street) Houston (City) TX (State) 77016 (Zip)

Phone (with area code): 281-630-8887 Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: 15 %

Description of Subcontract Work to be Performed: Wildfire Fuel Mitigation

Kristy Fuentes Printed Name of Contractor Representative	 Signature of Representative	5/16/25 Date
David E. Scruggs Printed Name of HUB	 Signature of Representative	5-15-25 Date

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

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

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Prime Contractor: DRC Emergency Services, LLC HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): N/A

Address: 6702 Broadway Street (Street) Galveston, (City) TX (State) 77554 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: Contracted Heavy Equipment Operator & Sawyer Wildfire Fuel Mitigation IFB/RFP No.: 25-013

Total Contract: $ Total HUB Subcontract(s): $

Construction HUB Goals: 12.8% MBE:: % 12.6% WBE: %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: Initials:

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Scruggs Environmental Services

HUB Status (Gender & Ethnicity): African American Male SDVOSB

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: 11143 Dalebrook Drive (Street) Houston (City) TX (State) 77016 (Zip)

Contact person: David Scruggs Title: Owner

Phone (with area code): 281-630-8887 Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: 15 %

Description of Subcontract Work to be Performed: Wildfire Fuel Mitigation

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: DRC intends to use local subcontractors which includes HUB subs

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☑ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: Timberwolf Land Clearing & Field Services (Long Legacy)

Address: 45828 US Hwy 69 N (Street) Jacksonville (City) TX (State) 75766 (Zip)

Contact person: Allen Byars Title: Operations Manager

Phone (with area code): (512) 968-4620 Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: 50 %

Description of Subcontract Work to be Performed: Wildfire Fuel Mitigation

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Subcontractor Name: N/A

Address: _____ (Street) _____ (City) _____ (State) _____ (Zip)

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Kristy Fuentes

Title: Vice President, Treasurer, Secretary

Signature: _____

Date: 5/16/25

E-mail address: kfuentes@drcusa.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Lisa Walsh

Title: Contracts Manager

Date: 5/16/25

E-mail address: lgarcia@drcusa.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that DRC Emergency Services, LLC [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	1631283729300
Company Name submitting bid/proposal:	DRC Emergency Services, LLC
Mailing address:	6702 Broadway Street, Galveston, TX 77554
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**
N/A	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Kristy Fuentes, the undersigned representative of (company or business name) DRC Emergency Services, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative
Kristy Fuentes - Vice President, Treasurer, Secretary

Date

On this 8 day of May, 2025, personally appeared

Kristy Fuentes, 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

5/8/2025
Date

GARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Louisiana COUNTY OF Jefferson Parish

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Louisiana,

on this day personally appeared Kristy Fuentes (name), who

after being by me duly sworn, did depose and say:

"I, Kristy Fuentes (name) am a duly authorized officer of/agent

for DRC Emergency Services, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said DRC Emergency Services, LLC (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: DRC Emergency Services, LLC
111 Veterans Memorial Blvd. Suite 1420 Metairie, LA 70005

Fax: (504) 482-2852 Telephone# (888) 721-4372

by: Kristy Fuentes (print name) Title: Vice President, Treasurer, Secretary

Signature:

SUBSCRIBED AND SWORN to before me by the above-named
Kristy Fuentes - Vice President, Treasurer, Secretary on

this the 8th day of May, 2025.

Notary Public in and for
the State of Louisiana

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

THE STATE OF TEXAS **AVIS**

COUNTY OF JEFFERSON CONCESSION AGREEMENT

This Concession Agreement, made and entered into this 27th day of May, 2025, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Avis Rent a Car System, LLC, (dba Avis), authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on May 1, 2025.

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is a successful bidder, per IFB 24-068/CG;

WHEREAS, both parties agree to the terms as specified in IFB 24-068/CG.

WHEREAS, Lessee has paid or agrees to pay all unpaid balances owed to Airport for any previous agreements.

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

ARTICLE I - Term

The contract commences May 1, 2025 and terminates April 30, 2030, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

ARTICLE II - Concession Rights Granted

County grants to Concessionaire the right to operate the concession at the Airport, this concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

ARTICLE III - Premises

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

a) Counter and Administrative Area: **Suite 112** Counter and administrative areas, consisting of approximately 192 square feet, as shown on Exhibit A.
b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 70 spaces each as designated on Exhibit B.
c) Car Wash Facilities: One car wash – ready return area #1, as shown on Exhibit C.

ARTICLE IV - Exclusive Concessions

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

ARTICLE V - Fees, Charges and Rental

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, an amount equal to the greater of the following: (a) one-twelfth ($1/12^{th}$) the Minimum Annual Guarantee (MAG); or (b) a percentage fee equal to ten percent (10%) of its monthly gross receipts.

Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Jack Brooks Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet.

"Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.

The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

Itemized:

a) **Counter and Administrative Space**: A charge for approximately 192 square feet of counter and administrative space, at the rate of $26.00 per square foot per annum (**$4,992 annual or $416 monthly**) shown on Exhibit A.

b) **Rental Car Parking Lot:** A charge for **70** spaces at a rate of **$120 per space per year/ $10 per space per month** (**$8,400 annual or $700.00 monthly**) for the parking space shown on Exhibit B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

c) **Car Wash #1 Facility:** A charge of (**$3,000.00 annual or $25.00 per month**) for the car wash facility **Car Wash #1** as shown on Exhibit C.

MAG Year 1 (Month)	14,172.92
Car Parking	700.00
Car Wash	250.00
Office/Counter	416.00
Total Monthly (Year 1)	**15,538.92**

Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XXI, or via email to megan.kitchens@jeffersoncountytx.gov, or to any person or to any other place as may be hereinafter designated, in writing, by the County.

ARTICLE VI – Abatement of MAG (Minimum Annual Guarantee)

The obligation of Concessionaire to pay the MAG may be abated by the Airport in its sole discretion upon written request submitted by concessionaire to the Airport and upon written approval of the Airport Manager upon the occurrence of one of the following:

A. Decline in Passenger Count.

   The number of deplaning passengers on scheduled airline flights at the airport during any three consecutive reporting months shall be less than seventy-five percent (75%) of the number of such deplaning passengers in the same consecutive reporting months of the preceding year; or

B. Adverse Effect of Other Circumstances.
   In the event the concessionaire demonstrates to the Airport, in a manner the Airport determines in its sole discretion determines to be satisfactory, that the concessionaire's gross receipts have materially diminished through no fault of its own, during a period of at least thirty (30) consecutive days and Airport determines that the operation of concessionaire's operation at the airport has been adversely affected for such period by shortages or other disruptions in the supply of automobiles, gasoline or other goods necessary for its operations through no fault of concessionaire.

During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The abatement will cease in the first month that the number of deplaning passengers exceeds eighty (80%) of deplaning passengers for the corresponding two months of the immediate preceding contact year or of the first contract year.

ARTICLE VII - Entry by Concessionaire

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

ARTICLE VIII - Service Standards

Concessionaire agrees:

a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.

c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.
d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.
e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.
f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.
g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

ARTICLE IX - Prohibited Acts

Concessionaire shall not:

a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
b) commit or allow nuisance in its area or at the airport;
c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
d) use the concession area or any part thereof for sleeping purposes;
e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;
f) allow vehicles to be parked in unauthorized areas;
g) operate vehicles in excess of the posted speed limits while on Airport premises.

ARTICLE X - Non-Liability of County

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE XI - Unauthorized Solicitation

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XII - Favorable Conditions

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described

(other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XIII - Insurance

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars ($1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars ($100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars ($5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIV - Termination by County

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XV - Termination by Concessionaire

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.

b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.

c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XVI - View of Concession

County will not obstruct the view of the public to Concessionaire's counter area.

ARTICLE XVII - Assignment and Subletting

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

ARTICLE XVIII - Approval

Concessionaire has examined and approved the facilities Concessionaire will occupy.

ARTICLE XIX - Laws of Texas Apply

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

ARTICLE XX - Remedies

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

ARTICLE XXI - Notices

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

_____

_____

ARTICLE XXII - Force Majeure

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

ARTICLE XXIII - Waiver

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

ARTICLE XXIV - Non-Discrimination

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARTICLE XXV - Affirmative Action Program

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements

Jack Brooks Regional Airport has established a current annual ACDBE goal of 0.16% of Net Revenue participation for this Concession Agreement.

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the concession agreement.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE forms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;
- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;

- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending September 30th to include the following information on all firms/suppliers participating in the concession:

Vendor Name	Vendor Mailing Address	ACDBE Certified	Total Amount Spent with Vendor
		Y or N	
		Y or N	
		Y or N	
		Y or N	

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Kitchens
Jack Brooks Regional Airport
5000 Jerry Ware Drive,
Beaumont TX, 77705
Office: 409-719-4900
megan.kitchens@jeffersoncountytx.gov

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

Lessee:

Avis Rent a Car System, LLC
Bidder/Lessee

Signature

379 Interpace Parkway
Street & Mailing Address

Jeffrey Luna
Print name

Parsippany, NJ 07054
City, State & Zip

May 8, 2025
Date Signed

608-385-6549
Telephone

Jeffrey.Luna@AvisBudget.Com
Email

Lessor:

County of Jeffeson, Texas
Lessor

Signature

Jeff Branick
Print Name

County Judge
Title

5/27/25
Date Signed

Signature Attest

Roxanne Acosta Hellberg
Print Name

County Clerk
Title

5/27/25
Date Signed

Exhibit A – Counter Location

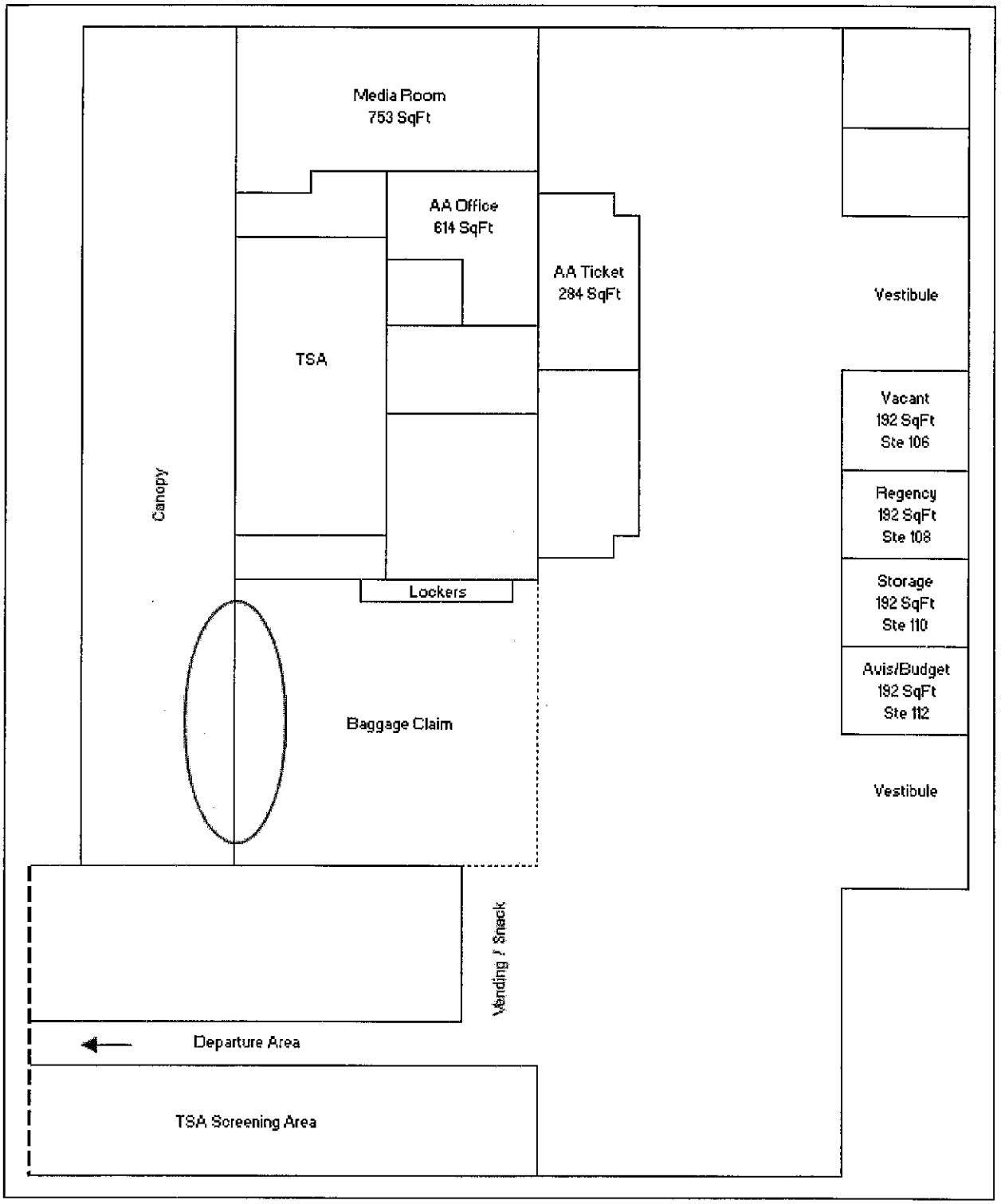


Exhibit B – Rental Car Parking Lot

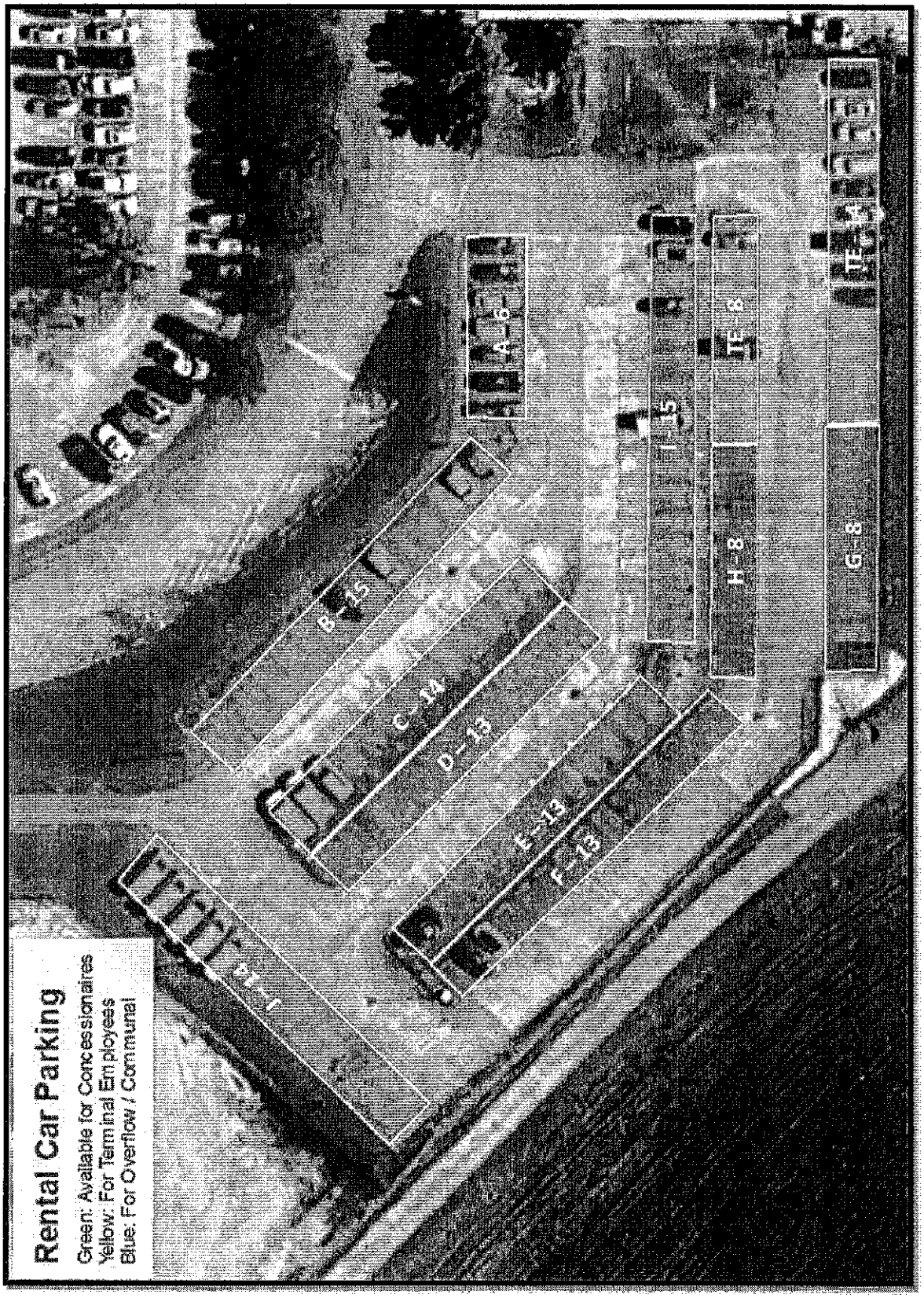


Exhibit C – Car Wash – Ready Return Area

Exhibit D – Concessionaire Bid Sheet

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$ 14,172.92	$ 170,075
Year 2	$ 14,598.08	$ 175,177
Year 3	$ 15,036.00	$ 180,432
Year 4	$ 15,487.08	$ 185,845
Year 5	$15,951.75	$ 191,421
Total Five Year MAG		**$ 902,950**
	Number of Spaces	Annual Parking (Spaces x $108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 76)	70	$ 8,400
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	N/A	N/A
Car Wash Area	Mark X	Annual Amount
Car Wash Area #1	Area #1	$ 3,000
	Monthly	Annual
Annual Terminal Office/Counter Suite 112	$ 416.00	$ 4,992.00
Annual Terminal Storage	N/A	N/A
TOTAL BID AMOUNT		**$ 914,350**

Exhibit E – MAG & Rental Schedule

PER BID		AVIS					
		MAG	Parking	Car Wash	Storage	Counter	TOTAL
Year 1	May-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Jun-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Jul-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Aug-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Sep-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Oct-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Nov-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Dec-25	14,172.92	700.00	250.00	-	416.00	15,538.92
	Jan-26	14,172.92	700.00	250.00	-	416.00	15,538.92
	Feb-26	14,172.92	700.00	250.00	-	416.00	15,538.92
	Mar-26	14,172.92	700.00	250.00	-	416.00	15,538.92
	Apr-26	14,172.92	700.00	250.00	-	416.00	15,538.92
Year 2	May-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Jun-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Jul-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Aug-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Sep-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Oct-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Nov-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Dec-26	14,598.08	700.00	250.00	-	416.00	15,964.08
	Jan-27	14,598.08	700.00	250.00	-	416.00	15,964.08
	Feb-27	14,598.08	700.00	250.00	-	416.00	15,964.08
	Mar-27	14,598.08	700.00	250.00	-	416.00	15,964.08
	Apr-27	14,598.08	700.00	250.00	-	416.00	15,964.08
Year 3	May-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Jun-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Jul-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Aug-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Sep-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Oct-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Nov-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Dec-27	15,036.00	700.00	250.00	-	416.00	16,402.00
	Jan-28	15,036.00	700.00	250.00	-	416.00	16,402.00
	Feb-28	15,036.00	700.00	250.00	-	416.00	16,402.00
	Mar-28	15,036.00	700.00	250.00	-	416.00	16,402.00
	Apr-28	15,036.00	700.00	250.00	-	416.00	16,402.00
Year 4	May-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Jun-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Jul-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Aug-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Sep-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Oct-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Nov-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Dec-28	15,487.08	700.00	250.00	-	416.00	16,853.08
	Jan-29	15,487.08	700.00	250.00	-	416.00	16,853.08
	Feb-29	15,487.08	700.00	250.00	-	416.00	16,853.08
	Mar-29	15,487.08	700.00	250.00	-	416.00	16,853.08
	Apr-29	15,487.08	700.00	250.00	-	416.00	16,853.08

		MAG	Parking	Car Wash	Storage	Counter	TOTAL
Year 5	May-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Jun-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Jul-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Aug-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Sep-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Oct-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Nov-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Dec-29	15,951.75	700.00	250.00	-	416.00	17,317.75
	Jan-30	15,951.75	700.00	250.00	-	416.00	17,317.75
	Feb-30	15,951.75	700.00	250.00	-	416.00	17,317.75
	Mar-30	15,951.75	700.00	250.00	-	416.00	17,317.75
	Apr-30	15,951.75	700.00	250.00	-	416.00	17,317.75
		902,950.00	42,000.00	15,000.00	-	24,960.00	984,910.00
	Year 1	170,075.00	8,400.00	3,000.00	-	4,992.00	186,467.00
	Year 2	175,177.00	8,400.00	3,000.00	-	4,992.00	191,569.00
	Year 3	180,432.00	8,400.00	3,000.00	-	4,992.00	196,824.00
	Year 4	185,845.00	8,400.00	3,000.00	-	4,992.00	202,237.00
	Year 5	191,421.00	8,400.00	3,000.00	-	4,992.00	207,813.00
		902,950.00	42,000.00	15,000.00	-	24,960.00	984,910.00

THE STATE OF TEXAS **BUDGET & PAYLESS**

COUNTY OF JEFFERSON CONCESSION AGREEMENT

This Concession Agreement, made and entered into this 27th day of May, 2025, by and between Jefferson County, a political subdivision of the State of Texas (hereinafter referred to as "County") and Avis Budget Car Rental, LLC, (dba Budget & Payless), authorized to do business in the State of Texas (hereinafter called "Concessionaire" or "Lessee"). For the sake of other provisions contained herein, contract year shall refer to each twelve (12) month period beginning on May 1, 2025.

WITNESSETH

WHEREAS, County is the owner of the Jack Brooks Regional Airport, (hereinafter called "Airport") and, WHEREAS, Concessionaire is a successful bidder, per IFB 24-068/CG;

WHEREAS, both parties agree to the terms as specified in IFB 24-068/CG.

WHEREAS, Lessee has paid or agrees to pay all unpaid balances owed to Airport for any previous agreements.

NOW, THEREFORE, the parties for and in consideration of their mutual promises and covenants agrees as follows:

ARTICLE I - Term

The contract commences May 1, 2025 and terminates April 30, 2030, sixty (60) months after the commencement date.

If lessee shall hold over and remain in possession of the Leased Premises after the expiration of the Term specified herein, such possession by Lessee shall be deemed a month-to-month tenancy that is terminable immediately on written notice delivered at any time by either party. During any such month-to-month tenancy, Lessee shall pay all the fees, charges, and annual guarantees required by this Agreement. All provisions of this Agreement except those pertaining to Term shall apply to said month-to-month tenancy.

ARTICLE II - Concession Rights Granted

County grants to Concessionaire the right to operate the concession at the Airport, this concession shall be one (1) of two (2) similar concessions.

Concessionaire shall not use, operate or permit to be installed coin operated vending machines of any type or for any purpose within the concession areas. This concession is for an automobile rental business.

Concessionaire in its efforts to comply with the requirements applicable to its customers under the Payment Card Industry Data Security Standard, shall under no circumstances be required to use any network other than its own private network, to ensure that its customers' credit card information is not compromised.

ARTICLE III - Premises

Concessionaire is authorized to occupy for the term of this contract and for the operation of the concession, the following areas:

a) Counter and Administrative Area: **Suite** ~~112~~ 110 Counter and administrative areas, consisting of approximately 192 square feet, as shown on Exhibit A.
b) Parking Areas: Concessionaire shall have the right to the exclusive use of the parking area for 35 spaces each as designated on Exhibit B.
c) Car Wash Facilities: One car wash – ready return area #2, as shown on Exhibit C.

ARTICLE IV - Exclusive Concessions

Concessionaire shall use the areas for purposes of providing rental car service or taking reservations for such services at other locations where automobile rental services are furnished by Concessionaire. Incident thereto, Concessionaire shall be entitled to sell personal accident insurance.

ARTICLE V - Fees, Charges and Rental

As a consideration for County granting the concession right hereinabove set forth, Concessionaire shall pay to the County, on a monthly basis for each contract year, an amount equal to the greater of the following: (a) one-twelfth ($1/12^{th}$) the Minimum Annual Guarantee (MAG); or (b) a percentage fee equal to ten percent (10%) of its monthly gross receipts. Refer to attached bid sheet, Exhibit D, with Lessee's MAG as bid for each contract year.

During the contract, the term "gross revenue" shall mean the sums derived from time and mileage charges, after discounts, for the rental of automobiles hereunder without regard to the manner in which, or place in which, Concessionaire has received the order for the automobile and regardless as to whether the cars are returned to the airport or some other location; provided, however, "gross revenue" shall only include that portion of time and mileage charges which are actually credited to Concessionaire's Jack Brooks Regional Airport Operation for the rental of "foreign vehicles" at and from said Airport. "Foreign vehicles" are vehicles not assigned to (1) Concessionaire's Beaumont/Port Arthur fleet, or (2) in the case of Concessionaire which also operates rental car service at the City of Houston Airport, Concessionaire's Houston zone fleet.

"Gross revenue" shall not include the amount of any Federal, State or Municipal sales or other similar taxes separately stated and collected from customers of Concessionaire now or hereinafter levied or imposed, nor any sums received as insurance or otherwise for damage to automobiles or other property of Concessionaire, or for loss, conversion or abandonment of such automobile, nor amounts paid by customers of Concessionaire separately billed as additional charges for waiver by Concessionaire of its rights to recover from customers for damages to the vehicles rented or as refueling reimbursement charges, nor any sums received by reason of Concessionaire's disposal of capital assets and/or trade fixtures.

The Concessionaire shall have the right to conduct part of its operations on a credit basis provided, however, the risk of such operation shall be borne solely by the Concessionaire. The Concessionaire, for the purpose of its rentals, shall report both cash and credit sales of its monthly gross revenue statement. Unless specifically mentioned above, all other revenues are excluded.

Itemized:

a) **Counter and Administrative Space**: A charge for approximately 192 square feet of counter and administrative space, at the rate of $26.00 per square foot per annum (**$4,992 annual or $416 monthly**) shown on Exhibit A.

b) **Rental Car Parking Lot:** A charge for **35** spaces at a rate of **$120 per space per year/ $10 per space per month** (**$4,200 annual or $350.00 monthly**) for the parking space shown on Exhibit B. If a designated overflow parking lot is requested, contact the Airport Director to negotiate scope, terms, and consideration.

c) **Storage Space:** A charge for Suite 106 for storage, at a rate of $13.00 per square foot pe annum ($2,496 annual or $208 monthly).

d) **Car Wash #2 Facility**: A charge of (**$15,600.00 annual or $1,300.00 per month**) for the car wash facility **Car Wash #**2 as shown on Exhibit C.

MAG Year 1 (Month)	11,066.67
Car Parking	350.00
Car Wash	1,300.00
Storage	208.00
Office/Counter	416.00
Total Monthly (Year 1)	**13,340.67**

Rentals are payable on or before the 20th day following the end of each calendar month, throughout the term of this agreement. Concessionaire shall furnish the County a report for Concessionaire's gross revenue during the preceding calendar month, and shall simultaneously pay County the as specified percentage of gross revenue. At the close of the contract year, if the specified percentage has not been paid, the difference between what has been paid and the specified percentage shall be paid. In the event, at the close of the calendar year, the concessionaire has made annual payments in excess of the concession fees required during said calendar year, the concessionaire shall be entitled to a refund or credit towards future fees incurred in the amount of the excess. Such refund or credit shall be due to the concessionaire no later than thirty (30) days after concessionaire's written notice to the County of such excess.

All reports of gross revenue and payment of sum due shall be delivered to the Airport Manager at 5000 Jerry Ware Drive, Beaumont Texas, 77705, or the address provided in Article XXI, or via email to megan.kitchens@jeffersoncountytx.gov, or to any person or to any other place as may be hereinafter designated, in writing, by the County.

ARTICLE VI – Abatement of MAG (Minimum Annual Guarantee)

The obligation of Concessionaire to pay the MAG may be abated by the Airport in its sole discretion upon written request submitted by concessionaire to the Airport and upon written approval of the Airport Manager upon the occurrence of one of the following:

A. Decline in Passenger Count.

   The number of deplaning passengers on scheduled airline flights at the airport during any three consecutive reporting months shall be less than seventy-five percent (75%) of the number of such deplaning passengers in the same consecutive reporting months of the preceding year; or

B. Adverse Effect of Other Circumstances.
   In the event the concessionaire demonstrates to the Airport, in a manner the Airport determines in its sole discretion determines to be satisfactory, that the concessionaire's gross receipts have materially diminished through no fault of its own, during a period of at least thirty (30) consecutive days and Airport determines that the operation of concessionaire's operation at the airport has been adversely affected for such period by shortages or other disruptions in the supply of automobiles, gasoline or other goods necessary for its operations through no fault of concessionaire.

During the period of abatement, rental car companies will pay 10% of revenue earned based upon the actual activity. The abatement will cease in the first month that the number of deplaning passengers exceeds eighty (80%) of deplaning passengers for the corresponding two months of the immediate preceding contact year or of the first contract year.

ARTICLE VII - Entry by Concessionaire

Concessionaire shall keep his area in good repair and operating condition at its sole cost and expense. Title to all furniture, furnishings, removable fixtures and supplies shall at all times, during the term of this agreement, remain in Concessionaire. Upon the expiration or termination of this agreement, Concessionaire shall remove from the concession area removable property belonging to the Concessionaire within 10 days. Concessionaire shall repair all damage done to the concession area resulting from the removal of such property.

ARTICLE VIII - Service Standards

Concessionaire agrees:

a) To furnish good, prompt, and efficient service, adequate to meet all reasonable demands for automobile rental services at the airport on a fair and reasonable basis.
b) Concessionaire may install, as a facility hereunder, in the premises or at such other place as the parties may agree, a direct line telephone to the office of the nearest office of Concessionaire for

the purpose of supplying automobile rental service to airport patrons during periods when other automobile rental facilities are closed.

c) Personnel performing services hereunder shall be uniformed, neat and courteous; and Concessionaire shall require its agents, servants or employees to conduct business in a business-like manner and shall not solicit business outside the space assigned except through the use of signs constructed and maintained in accordance with this agreement. Signs must be approved by Airport Director. Personnel shall park personal vehicles in the Employee Lot or the Concessionaires Lot only.
d) Concessionaire shall keep or cause to be kept true, accurate and complete records of business conduct hereunder. Concessionaire agrees that the County shall have the right through its duly appointed auditor to examine such records upon prior written notice of not less than thirty (30) business days for determining the accuracy of such reports. Concessionaire shall keep duplicate invoices of all transactions.
e) Concessionaire shall pay when due all expenses in connection with the use of the premises hereunder, including without limitation, taxes, permit fees, license fees, and assessments lawfully levied or assessed upon the premises for improvements at any time.
f) Concessionaire shall keep the premises and all furniture, fixtures, and equipment installed thereon in good order, condition, and repair, reasonable wear and tear and damage by fire and other casualty expected.
g) Concessionaire shall clearly identify assigned parking spaces as designated and must get written approval from Airport prior to any modifications or alterations at Airport.

ARTICLE IX - Prohibited Acts

Concessionaire shall not:

a) Alter, install, or change exclusive premises, in any way, without written approval from Airport Director prior to such changes;
b) commit or allow nuisance in its area or at the airport;
c) cause or permit to be caused any unusual, noxious, or objectionable smokes, gases, vapors, fumes or odors;
d) use the concession area or any part thereof for sleeping purposes;
e) interfere with the effectiveness or accessibility of utility heating, ventilating or air-conditioning systems, or interfere with the access and passage to the concession areas where the public area is adjacent thereto;
f) allow vehicles to be parked in unauthorized areas;
g) operate vehicles in excess of the posted speed limits while on Airport premises.

ARTICLE X - Non-Liability of County

The County shall not be liable for any acts or omissions of Concessionaire or an independent contractor. Nor shall the County be liable for any loss of or damage to any personal property, fixtures, or equipment of Concessionaire installed or stored at the airport.

Concessionaire covenants and agrees to hold County free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any third person or persons, for any wrongful act or omission on the part of the Lessee, his agents, servant, officers, directors, and employees, and from all loss and damages to any third person or persons by reason of such acts or omissions.

ARTICLE XI - Unauthorized Solicitation

County hereby agrees that it shall protect the rights granted to Concessionaire under this agreement and shall take whatever steps are lawfully allowed to prevent the solicitation or transaction of automobile rental business at the airport by any person or organization other than Concessionaire or other automobile rental concessionaire who have entered into similar agreements with this County. County will not allow a non-concessionaire to install a direct telephone line in competition with Concessionaire.

ARTICLE XII - Favorable Conditions

In the event that any contract granted by the County to any other automobile rental operator shall contain any terms and conditions more favorable to such operator than the terms and conditions herein described (other than the number and location of allocated parking spaces and the location of the concession area, etc.), then, at the option of the Concessionaire, this agreement shall be amended to include such more favorable terms and any offsetting burdens that may be imposed on any such other Concessionaire. The intent of this provision is to ensure that Concessionaire will be able to compete on terms as equal as possible with all other automobile rental operators and to ensure that no other Concessionaire shall enjoy any rights or privileges more favorable to such Concessionaire than those enjoyed by the Concessionaire herein.

ARTICLE XIII - Insurance

Concessionaire shall obtain Commercial General Liability insurance, combined single limit, including but not limited to commercial broad form, premises-operations, products / completed operations hazard, contractual liability, broad form property damage, personal injury, and advertising injury growing out of any one accident or other cause in the minimum sum of One Million and No/100 Dollars ($1,000,000); fire legal liability in the minimum sum of One Hundred Thousand and No/100 Dollars ($100,000), and Medical Payments in the minimum sum of Five Thousand and No/100 Dollars ($5,000); Hired and Non-Owned Auto Liability in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); Workers compensation insurance which complies with the Texas Worker's Compensation Act; Employers Liability Insurance in the minimum sum of Five Hundred Thousand and No/100 Dollars ($500,000); and adequate Property insurance for insuring their own property and all interest in that property.

Concessionaire shall maintain the insurance with insurance underwriters authorized to do business in the State of Texas satisfactory to the County. All policies shall name County, its officer, servant, agents, and employees as additional insured. Concessionaire shall furnish County with a certificate from the insurance carrier showing such insurance to be in full force and effect or shall deposit with County copies of said policies. Each policy or certificate shall contain a provision that written notice of cancellation or any other material change in the policy by the insured shall be delivered to County, thirty (30) days in advance of the effective date thereof.

Jefferson County shall be provided a Waiver of Subrogation on workers' compensation policy.

ARTICLE XIV - Termination by County

County shall have the right upon ten (10) days prior written notice to Concessionaire to cancel this agreement in its entirety, upon or after the happening of one or more of the following events, if said event shall then be continuing.

a) Concessionaire shall voluntarily abandon and discontinue its automobile rental service at the airport for a period of thirty (30) consecutive days.

b) Concessionaire shall fail to pay the fees or other money payments required by instrument and such failure shall not be remedied within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

c) Concessionaire shall default in fulfilling any of the terms, covenants or conditions to be fulfilled by it hereunder and shall fail to commence with due diligence the remedying of said default within thirty (30) days following receipt by Concessionaire of written demand from County to do so.

In the event of any such cancellation or termination of this agreement by County for any reason specified above, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XV - Termination by Concessionaire

Concessionaire shall have the right, upon written notice to County, to terminate or suspend this agreement upon the occurrence of one or more of the following events, if said event or events shall then be continuing:

a) The issuance by any court of competent jurisdiction of a permanent injunction, order, or decree preventing or restraining the use by Concessionaire of all or part thereof which may be used by Concessionaire and which is necessary for Concessionaire's operation on the airport.

b) County shall default in fulfilling of the terms, covenants or conditions to be fulfilled by it under this agreement and shall fail to cure said default within thirty (30) days following receipt of written demand from Concessionaire to do so.

c) All or a material part of the airport or airport facilities shall be destroyed by fire, explosion, earthquake, or casualty, or acts of God or the public enemy.

d) The United States Government or any of its agencies shall occupy the airport or any substantial part thereof to such an extent as to interfere materially with Concessionaire's operations for a period of thirty (30) consecutive days or more.

Upon written notice to County of termination of this agreement, Concessionaire shall have ten (10) days within which to remove all trade fixtures and personal property installed in or upon the demised premises by Concessionaire.

ARTICLE XVI - View of Concession

County will not obstruct the view of the public to Concessionaire's counter area.

ARTICLE XVII - Assignment and Subletting

It is expressly agreed and understood that no assignments or subletting of duties or rights under this agreement may be accomplished without prior written consent and approval of the County. Assignment of duties or rights without written approval and County consent will only be allowed if such assignment is to an affiliate of Concessionaire's Parent Company (operating as an affiliate at the time of this agreement).

ARTICLE XVIII - Approval

Concessionaire has examined and approved the facilities Concessionaire will occupy.

ARTICLE XIX - Laws of Texas Apply

Concession agreement and every question arising hereunder shall be constructed and determined according to the laws of Texas.

ARTICLE XX - Remedies

Remedies are non-exclusive. All remedies provided in this agreement shall be deemed cumulative and additional and not in lieu of or exclusive to each other or of any other remedy available to the parties at law or in equity.

ARTICLE XXI - Notices

Notices under this agreement shall be delivered to the Jack Brooks Regional Airport Manager at 5000 Jerry Ware Drive, Beaumont, Texas 77705 and the Concessionaire at

_____

_____

ARTICLE XXII - Force Majeure

In computing the time within which either party is obligated to cure any default as required by this agreement, there shall be excluded all delays due to strikes, lockouts, acts of God, massive civil disobedience, the public enemy or by order of direction or other interference by any municipal, state, federal or other

governmental department, board or commission having jurisdiction, or other causes beyond Concessionaire's control.

ARTICLE XXIII - Waiver

Any waiver of any breach of covenants herein contained to be kept and performed by Concessionaire or County shall not be deemed or considered as a continuing waiver and shall not be operated to bar or prevent Concessionaire or County from declaring a forfeiture for any succeeding breach either of the same, or a different condition or covenant.

ARTICLE XXIV - Non-Discrimination

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

ARTICLE XXV - Affirmative Action Program

The Concessionaire assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR, Part 152, Subpart E. The Concessionaire assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Concessionaire assures that it will require that its covered sub-organizations provide assurance to the County that they similarly will undertake affirmative action programs and that they will require assurance from their sub-organizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

ARTICLE XXVI - Airport Concession Disadvantaged Business Enterprise (ACDBE) Requirements

Jack Brooks Regional Airport has established a current annual ACDBE goal of 0.16% of Net Revenue participation for this Concession Agreement.

This Concession Agreement is a revenue-producing contract awarded to Concessionaire and will result in the provision of goods and services to passengers, patrons, and tenants at the Airport.

Federal law and regulations impose ACDBE goals upon the performance of this Concession Agreement by Concessionaire, and the County and Airport encourage the Concessionaire to voluntarily strive to include significant involvement with ACDBE business enterprises in operations under this Concession Agreement.

In this agreement, ACDBE means Airport Concession Disadvantaged Business Enterprise, as defined in 49 CFR Part 23, and means a concession that is for-profit small business concern (1) that is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and (2) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it. Individuals who are rebuttably presumed to be socially and economically disadvantaged include women, Black Americans, Hispanic Americans, Asian-Pacific Americans and Asian-Indian Americans.

The County will ensure that all information is complete and accurate and adequately documents the bidder's good faith efforts before the County commits to the concession agreement.

The County treats bidder's compliance with good faith effort requirements as a matter of responsibility.

Each Solicitation for which a concession specific goal has been established will require the concessionaires to submit the following information:

- The names and addresses of ACDBE forms or ACDBE suppliers of goods and services that will participate in the concession;
- A description of the work that each ACDBE firm will perform;

- The dollar amount of the participation of each ACDBE firm/supplier participating;
- Written and signed documentation of commitment to use an ACDBE whose participation it submits to meet a contract goal;
- Written and signed confirmation from the ACDBE that it is participating in the concession as provided in the prime concessionaire's commitment;
- If the contract goal is not met, evidence of good faith efforts;
- An annual report to be received by the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) Megan Landry, by November 30, for the previous fiscal year ending September 30th to include the following information on all firms/suppliers participating in the concession:

Vendor Name	Vendor Mailing Address	ACDBE Certified	Total Amount Spent with Vendor
		Y or N	
		Y or N	
		Y or N	
		Y or N	

Within 20 days of being informed by the County that it is not responsible because it has not documented sufficient good faith efforts, a concessionaire may request administrative reconsideration. Concessionaire (Lessee) should make this request in writing to the following reconsideration official:

Megan Kitchens
Jack Brooks Regional Airport
5000 Jerry Ware Drive,
Beaumont TX, 77705
Office: 409-719-4900
megan.kitchens@jeffersoncountytx.gov

The reconsideration official will not have played any role in the original determination that the concessionaire did not document sufficient good faith efforts.

As part of this reconsideration, the concessionaire will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The concessionaire will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made good faith efforts to do so. The County will send the concessionaire a written decision on reconsideration, explaining the basis for the final findings. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

The County will require a concessionaire to make good faith efforts to replace an ACDBE that it terminated or has otherwise failed to complete its concession agreement, lease, or subcontract with another certified ACDBE, to the extent needed to meet the concession specific goal. We will require the concessionaire to notify the Airport Concession Disadvantaged Business Enterprise Liaison Officer (ACDBELO) immediately in writing of the ACDBEs inability or unwillingness to perform and provide reasonable documentation.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized officers the day and year first above written.

Lessee:

Avis Budget Car Rental, LLC
Bidder/Lessee

Signature

379 Interpace Parkway
Street & Mailing Address

Jeffrey Luna
Print name

Parsippany, NJ 07054
City, State & Zip

May 8, 2025
Date Signed

608-385-6549
Telephone

Jeffrey.Luna@AvisBudget.Com
Email

Lessor:

County of Jeffeson, Texas
Lessor

Signature

Jeff Branick
Print Name

County Judge
Title

5/27/25
Date Signed

Signature Attest

Roxanne Acosta Hellberg
Print Name

County Clerk
Title

5/27/25
Date Signed

Exhibit A – Counter Location

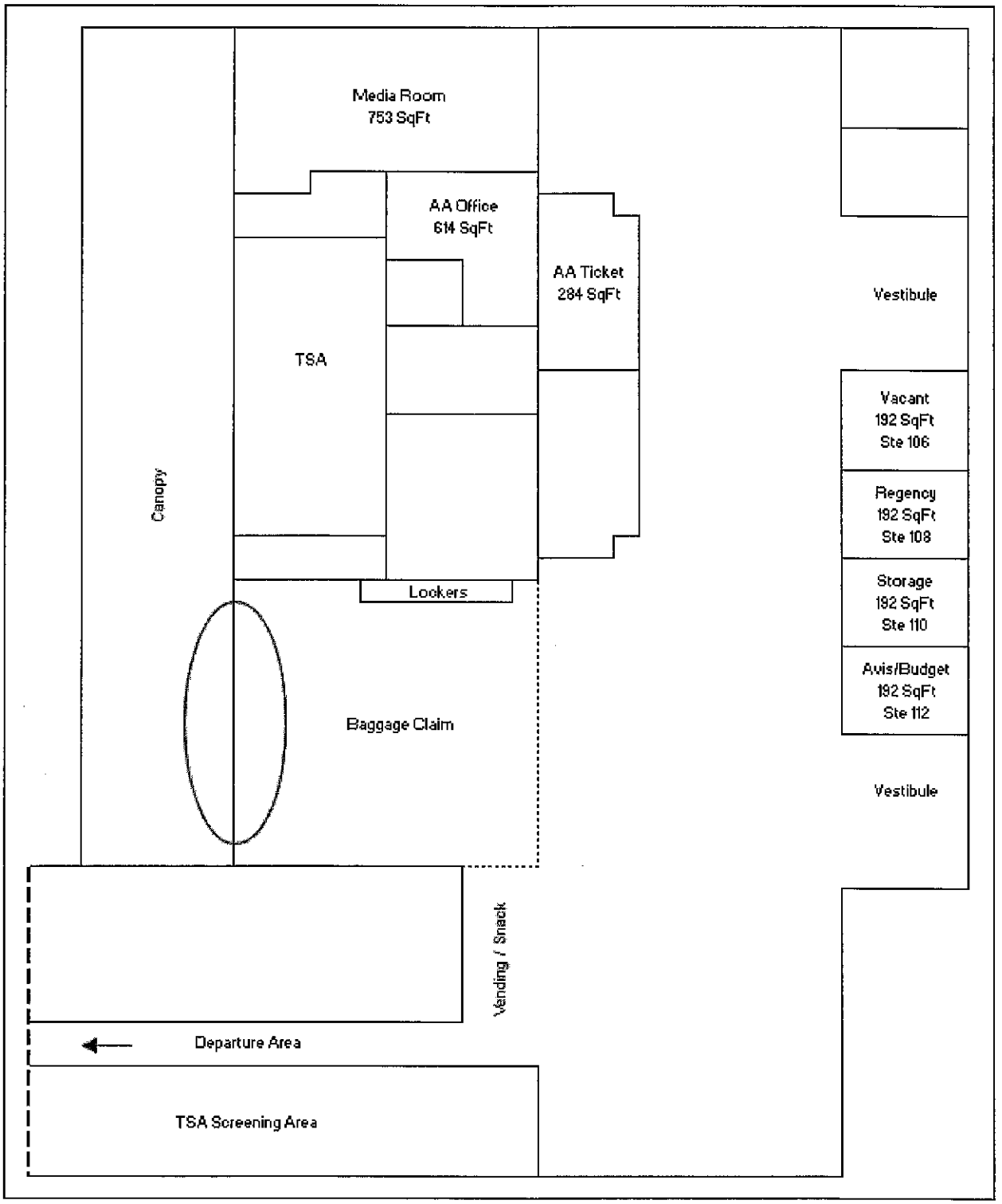


Exhibit B – Rental Car Parking Lot

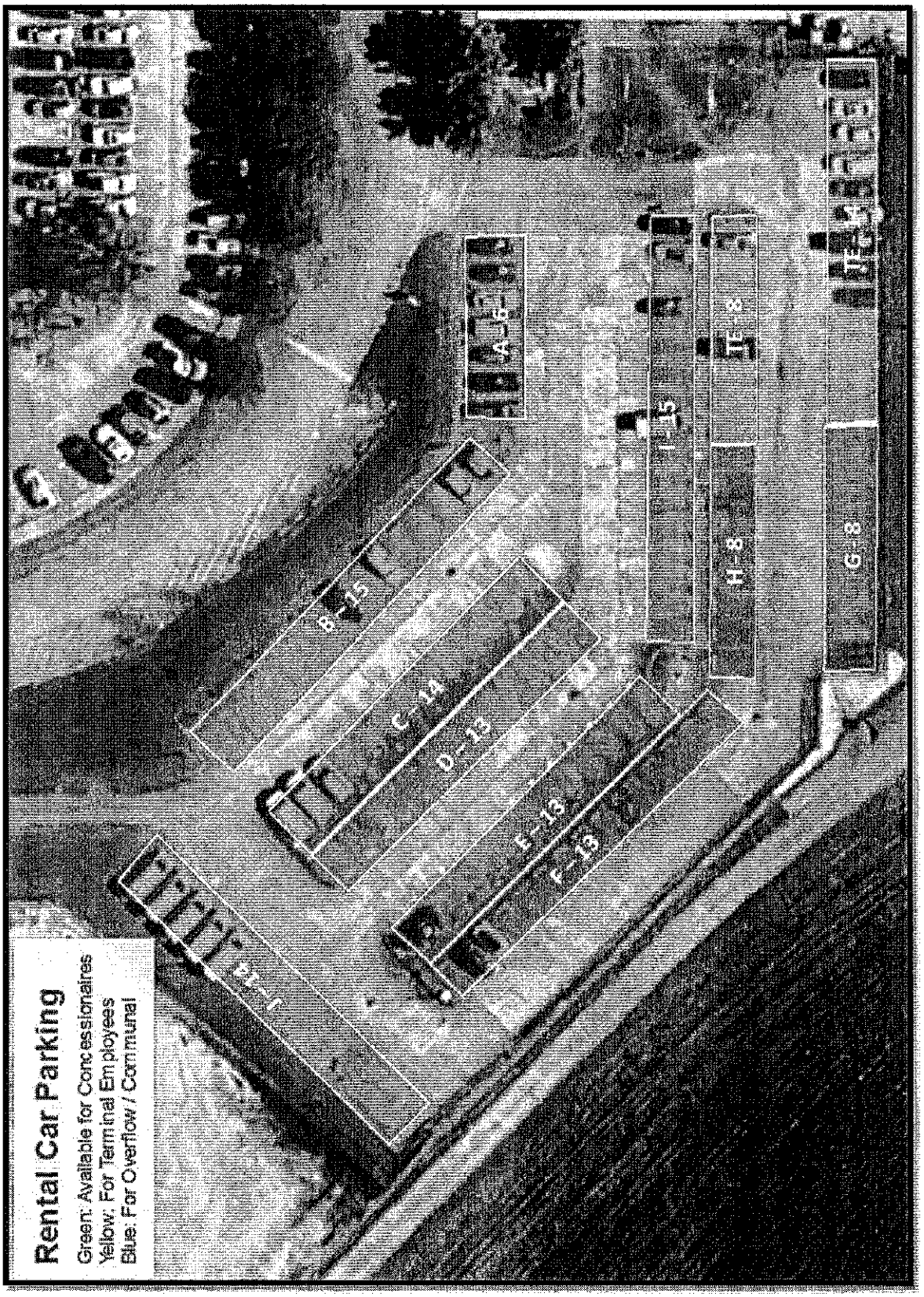


Exhibit C – Car Wash – Ready Return Area

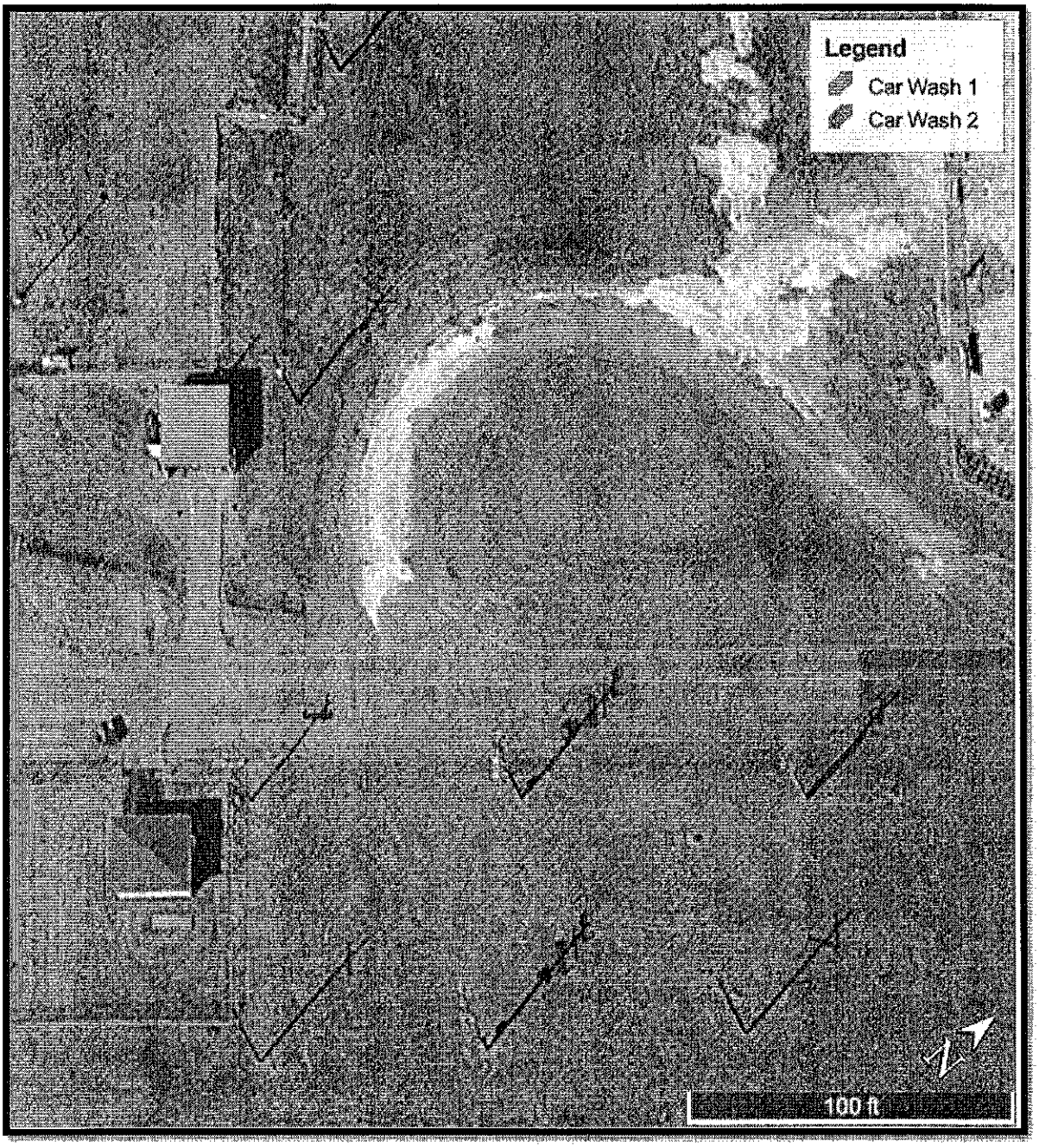


Exhibit D – Concessionaire Bid Sheet

	Monthly Amount (MAG / 12)	Minimum Annual Guarantee (MAG)
Year 1	$ 11,066.67	$ 132,800
Year 2	$ 11,398.67	$ 136,784
Year 3	$ 11,740.67	$ 140,888
Year 4	$ 12,092.83	$ 145,114
Year 5	$ 12,455.67	$ 149,468
Total Five Year MAG		**$ 705,054**

	Number of Spaces	Annual Parking (Spaces x $108)
Rental Car Parking: Number of Parking Spaces Bid: (Min 35 / Max 76)	35	$ 4,200
Rental Truck / Moving Truck Number of Parking Spaces Bid: (Min 3 Space per Truck)	N/A	N/A

Car Wash Area	Mark X	Annual Amount
Car Wash Area #1	Area #2	$ 15,600

	Monthly	Annual
Annual Office/Counter (Suite ~~112~~ 110)	$ 416.00	$ 4,992.00
Annual Storage (Suite 106)	$ 208.00	$2,496.00
TOTAL BID AMOUNT		**$ 727,350**

Exhibit E – MAG & Rental Schedule

PER BID		Budget & Payless					
		MAG	Parking	Car Wash	Storage	Counter	TOTAL
Year 1	May-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Jun-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Jul-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Aug-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Sep-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Oct-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Nov-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Dec-25	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Jan-26	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Feb-26	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Mar-26	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
	Apr-26	11,066.67	350.00	1,300.00	208.00	416.00	13,340.67
Year 2	May-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Jun-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Jul-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Aug-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Sep-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Oct-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Nov-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Dec-26	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Jan-27	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Feb-27	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Mar-27	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
	Apr-27	11,398.67	350.00	1,300.00	208.00	416.00	13,672.67
Year 3	May-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Jun-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Jul-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Aug-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Sep-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Oct-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Nov-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Dec-27	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Jan-28	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Feb-28	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Mar-28	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
	Apr-28	11,740.67	350.00	1,300.00	208.00	416.00	14,014.67
Year 4	May-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Jun-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Jul-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Aug-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Sep-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Oct-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Nov-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Dec-28	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Jan-29	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Feb-29	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Mar-29	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83
	Apr-29	12,092.83	350.00	1,300.00	208.00	416.00	14,366.83

		MAG	Parking	Car Wash	Storage	Counter	TOTAL
Year 5	May-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Jun-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Jul-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Aug-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Sep-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Oct-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Nov-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Dec-29	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Jan-30	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Feb-30	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Mar-30	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
	Apr-30	12,455.67	350.00	1,300.00	208.00	416.00	14,729.67
		705,054.00	21,000.00	78,000.00	12,480.00	24,960.00	841,494.00
	Year 1	132,800.00	4,200.00	15,600.00	2,496.00	4,992.00	160,088.00
	Year 2	136,784.00	4,200.00	15,600.00	2,496.00	4,992.00	164,072.00
	Year 3	140,888.00	4,200.00	15,600.00	2,496.00	4,992.00	168,176.00
	Year 4	145,114.00	4,200.00	15,600.00	2,496.00	4,992.00	172,402.00
	Year 5	149,468.00	4,200.00	15,600.00	2,496.00	4,992.00	176,756.00
		705,054.00	21,000.00	78,000.00	12,480.00	24,960.00	841,494.00

CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT

The County entered into a contract with ADAPCO for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 11, 2025 to June 10, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
ADAPCO

* 4-16-2025

(Name) Andy Pierce, Sr. VP of Sales

* SEE ATTACHED PRICE INCREASE

CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT

The County entered into a contract with Pro Pest and Lawn for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 11, 2025 to June 10, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Pro Pest and Lawn

(Name)

CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT

The County entered into a contract with Target Specialty Products for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 11, 2025 to June 10, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Target Specialty Products

(Name)
Mike Nichols
National Vector Sales Manager
*pending approval of requested price increase

CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT

The County entered into a contract with Veseris for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 11, 2025 to June 10, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Veseris

John Lee West
(Name)

CONTRACT RENEWAL FOR (IFB 22-023/YS) TERM CONTRACT FOR INSECTICIDES, HERBICIDES, SPRAY ADJUVANTS, AND ADULTICIDES FOR JEFFERSON COUNTY MOSQUITO CONTROL DISTRICT

The County entered into a contract with Nutrien Ag Solutions, Inc. for one (1) year, from June 14, 2022 to June 13, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from June 11, 2025 to June 10, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Nutrien Ag Solutions, Inc.

(Name) Tim Smith, Sr. Director

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, 1st Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

IFB 22-023/YS
Term Contract for Insecticides, Herbicides, Spray Adjuvants, and Adulticides for Jefferson County Mosquito Control District
Awarded: Tuesday, June 14, 2022

Renewal 1: 06/13/2023 – 06/12/2024
Renewal 2: 06/12/2024 – 06/11/2025
Renewal 3: 06/11/2025 – 06/10/2026

Updated: 05/14/2025

Current Pricing

Item	Description	Brand	Vendor	Price per Gallon
1	MSMA Herbicide - 2.5 gal	Target 6+	Nutrien Solutions	$32.23
2	Tordon 101 Herbicide or equivalent - 2.5 gal container	Gunslinger P&D	Pro Pest and Lawn Store	~~$36.75~~ $44.10
3	Roundup Herbicide or equivalent - 2.5 gal container	Ranger Pro	Nutrien Solutions	$36.58
4	Rodeo Herbicide or equivalent - 2.5 gal container	Rodeo	Nutrien Solutions	$31.60
5	Nalco Trol II or equivalent - 2.5 gal (or smaller) container	Novita Drift Control (4x1 gal)	Pro Pest and Lawn Store	$27.50
6	Aqua-King Surfactant 80/20 or equivalent - 2.5 gal (or smaller) container	Surfac AC 2.55 gal	Veseris	$15.99
7	Malathion Insecticide - **bulk shipment only**	Fyfanon ULV	Veseris	~~$55.46~~ ~~$59.50~~ ~~$61.98~~ $69.36
8	~~Scourge~~ Insecticide - 275 gal containers	CSI Permacase 3-15 ULV	ADAPCO	~~$47.73~~ ~~$65.87~~ ~~$67.84~~ $69.88
9	Envion 30/30 Insecticide - 2.5 gal containers	Aquaperm XAqua	Target	~~$108.44~~ ~~$124.66~~ ~~$127.91~~ $130.66

ADAPCO, LLC
550 Aero Lane
Sanford FL 32771
attn: Colton Cooper
ccooper@myadapco.com
ph: 225-287-2120
fx: 866-330-9888

Pro Pest and Lawn Store
4726 East Texas Suite 150
Bossier City LA 71111
attn: Royal M. Tyler, Jr.
propestnandlawn@gmail.com
ph: 318-584-7217
alt. ph: 318-469-9963

Target Specialty Products
1225 North Post Oak Road
Houston TX 77055
attn: Mike Nichols
mike.nichols@target-specialty.com
ph: 713-249-2075
fx: 248-682-4374

Veseris
PO Box 20301
Beaumont, TX 77720
Attn: John West
John.West@veseris.com
ph: 979-574-5275

Nutrien Solutions
13622 E Hardy Rd
Houston, TX 77039
Att: Duane Whittaker
duane.whittaker@nutrien.com
ph: 512-492-5897
fx: 281-590-5043

5000 CenterGreen Way
Suite 400
Cary, NC 27513

April 29, 2025
Jefferson County

Re Price Increase Notification

I trust this message finds you well. We would like to provide clarity regarding the pricing adjustment for our Fyfanon ULV between 2024 and 2025.

Global macroeconomic challenges had significantly escalated production and logistic cost in 2024. In response, we conducted a comprehensive analysis and implemented measures to mitigate the impact on our valued customers. Consequently, we adjust the price of Envu's Mosquito Management portfolio (Fyfanon ULV) for the beginning of 2025 on average of 7.75% (increases vary by SKUs).

Envu remains dedicated to our partnership with you, comprehending the challenges these adjustments may present. In today's demanding market environment, these changes are imperative to secure our ongoing capability to provide the innovative solutions upon which you rely.

Should you have any questions or require further information about this pricing adjustment, please do not hesitate to reach out to us. You can contact me at Shawn.Mullen@Envu.com

Thank you for your understanding and your continued trust in our products and services.

Sincerely,

Shawn Mullen
Mosquito Management Manager

Alligare
A member of the ADAMA Group

May 9, 2025

Re: Gunslinger P&D

To whom it may concern:

Gunslinger P&D prices have risen by 10% each year from 2023 to now. Due to the uncertainty of possible tariffs and shipping cost Alligare cannot honor a 2023 price. Not knowing what is in the future we do anticipate price increases.

We do appreciate your business, but pricing is very volatile currently.

With regards,

Craig Aguillard

Territory Sales Manager, Deep South

P.O. Box 967 | Opelika, AL 36803 | 1565 5th Avenue | Opelika, AL 36801
888-ALLIGARE | 334-741-9393 | FAX 334-741-9395 | WWW.ALLIGARE.COM

Control Solutions Inc.

January 22, 2025

ADAPCO, LLC.
Ms. Kathy Russell
100 Colonial Center Parkway, Suite 170
Lake Mary, FL 32746

RE: Mosquito Control Chemical Price Increases

Kathy,

Effective immediately, on all PBO and oil based products, we will implement a 5% - 25% price increase, dependent on item. I understand that this might cause some strains with your customers, but we will do our best to keep you supplied with mosquito control products. Labor and active ingredient costs have forced us to adjust prices. This can be even more impacted if Tariffs are implemented on certain inputs. Products formulated for ADAPCO this will impact are listed below:

PL-ADAPCO PERMASEASE 30-30 OIL (2X2.5 GAL)
PL-ADAPCO PREMASEASE 30-30 OIL (30 GAL DRUM)
PL-ADAPCO PERMASEASE 3-15 (55 GAL DRUM)
PL-ADAPCO PERMASEASE 3-15 (2X2.5 GAL)
PL-ADAPCO PERMASEASE 4-4 (275 GAL TOTE)
PL-ADAPCO PERMASEASE 4-4 (2X2.5 Gallon)
PL-ADAPCO PERMASEASE 4-4 (55 GAL DRUM)
PL-ADAPCO PERMASEASE UC 20-20 (2X2.5 GAL)
PL-ADAPCO PERMASEASE UC 20-20 (30 GAL DRUM)
PL-ADAPCO PERMASEASE UC 30-30 (2 X 2.5 GL)
PL-ADAPCO PERMASEASE UC 30-30 (30 GL DR)

We at CSI appreciate your business and continued support, if there is anything I can do please contact us.

Thank you,

Scott Pinkerton
Technical Sales Rep
Control Solutions Inc.
713-213-3310
Scott.pinkerton@controlsolutionsinc.com

CENTRAL
LIFE SCIENCES

October 14, 2024

RE: 2025 Price Increase notice

To whom it may concern:

Please be advised that significant raw material price and logistic cost increases in the U.S. during the past year has caused the need for price revisions to our Mosquito and general Pest Control product lines. While we have experienced general production cost increases, we have kept our 2025 price revisions as low as possible depending on formulation type and package size.

Central Life Science Vector market brand 2025 price increases effective 1/1/2025 are approximately as follows.

Altosid	• **1.0 – 3.3%**
Duplex	• **2.5 – 3.8%**
Zenivex	• **0.0%**
Aqua Zenivex	• **3.1%**
Strike	• **0.0 – 2.8%**
Perm-X	• **2.5%**
Pyronyl	• **0.0%**

We strive to control costs and increase efficiency whenever possible. However, some cost increases cannot be absorbed and must be passed on to the market.

All 2025 price revisions go into effect 1/1/2025.

We appreciate your business and your continued support. If we can be of further assistance to you, please do not hesitate to contact our office.

Sincerely,

Tim Bennett
Business Manager, Vector
Central Life Sciences

CONTRACT RENEWAL FOR IFB 22-033/MR
TERM CONTRACT FOR ASPHALT PRODUCTS FOR JEFFERSON COUNTY

The County entered into a contract with Martin Asphalt Company for one (1) year, from August 2, 2022 to August 1, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from July 30, 2025 to July 29, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Martin Asphalt Company

CONTRACT RENEWAL FOR IFB 24-013/JW
TERM CONTRACT FOR PEST CONTROL SERVICES FOR JEFFERSON COUNTY

The County entered into a contract with Massey Services, Inc. for one (1) year, from July 9, 2024 to July 8, 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 8, 2025 to July 7, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

CONTRACTOR:
Massey Services, Inc.

Wendy Sims
(Name)
Account manager

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

February 16, 2024

Jefferson County Commissioners Court
Michelle Falgout, CFM, P.E., County Engineer
1149 Pearl Street, 5th Floor
Beaumont, TX 77701

Project: Assistance with addressing the TXDOT ADA Subrecipient Compliance and Monitoring Program associated with TXDOT grants.

Re: Proposal for Architectural Services

Dear Mrs. Falgout,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter "Architect") shall provide to Jefferson County Commissioners Court, (hereinafter "Client") the services described below for the compensation described below. This proposal is based upon our experience with ADA compliance in new and existing buildings, our conversations and your email dated May 8, 2025 attached. As we see the project, Phase I shall be services are to assist the Client in identifying the appropriate actions to address the Client's compliance with TXDOT's ADA Subrecipient Compliance and Monitoring Program. Phase II will be actions required by the County for compliance. For the purpose of clarity, this proposal only addresses Phase I.

PROJECT INFORMATION:
Phase I of the project, as we understand it, is:

- Review and provide input regarding requirements for the TXDOT ADA program, including:
  - Establishing a self-evaluation method/plan
  - Developing a Transition Plan (TP)
  - Completing annual ADA training
  - Providing opportunities for public participation and input
  - Creating a public grievance policy, procedure, and log
    (All must be accessible to the general public)
- Work with County to develop a list of applicable buildings, facilities and programs from the County's list and GIS map of all County facilities.
- Additional items identified in our exploration of the requirements for compliance as they arise in our deliberations.

SCOPE OF WORK:
The Architect and the Architect's consultants shall perform those services described above.

Architectural Proposal for
TXDOT ADA Subrecipient Compliance and Monitoring Program

COMPENSATION:
The scope of work outlined above will be performed at an hourly rate not to exceed **Ten Thousand Dollars ($10,000.00)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at 1.25 times the expenditure.

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,

Dohn H. LaBiche, FAIA

Approved By:

Name

5/27/25
Date

ATTEST
DATE 5/27/25

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

Architectural Proposal for
TXDOT ADA Subrecipient Compliance and Monitoring Program

HOURLY RATE SCHEDULE

PERSONNEL	HOURLY RATE*
Principal	200.00
Senior Project Architect	175.00
Project Architect	150.00
ADA Consultant	150.00
Intern Architect II	100.00
Draftsman	60.00
+	
Secretarial	75.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900

From: Michelle Falgout
To: Dohn Labiche
Subject: Proposal for County Assistance with TXDOT ADA
Date: Thursday, May 8, 2025 10:08:15 AM
Attachments: Outlook-xjdqtli3.png

*** **External Email*** Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Dohn, The County is needing a Not to Exceed Proposal to help address the TXDOT ADA Subrecipient Compliance and Monitoring Program associated with our TXDOT grants.

In general, we would like a proposal to provide assistance to the County to:

- Review and provide input regarding requirements for the TXDOT ADA program, including:
  - Establishing a self-evaluation method/plan
  - Developing a Transition Plan (TP)
  - Completing annual ADA training
  - Providing opportunities for public participation and input
  - Creating a public grievance policy, procedure, and log
    (All must be accessible to the general public)
- Work with County to develop a list of applicable buildings, facilities and programs. *Note the County already has a list and GIS map of all County facilities*.
- And anything else you think we will need.

We envision a Kickoff Meeting with you to discuss the program, general direction and assigning tasks, and to discuss the GIS building inventory. We expect there to be follow-up meetings and phone calls.
I believe the County is committed to actually developing the Transition Plan Document, however, we need direction, input and guidance.
Risk Management will be taking the lead on this project. The next deadline for submittal of the "Phase III Survey" (which will include the TP) is due to TXDOT in October 2025.

Along with a not to exceed cost, please provide hourly rates.

We had a meeting yesterday where some preliminary tasks were assigned, including:

- Risk Management to get with MIS to set up an ADA location on the website to include required information

Risk Management to start writing policies (i.e. grievance policy and log) to include on the County ADA website location

- Risk Management to look for comparable County TP documents to use as a template.
- Engineering to get with you to get a proposal

Call when you get a chance so we can discuss further. I'll be out today from 10:30 to 1:00 and should be in the office all day tomorrow.
Thank you!!!!

Michelle Falgout, CFM, P.E.
County Engineer
Jefferson County Texas
michelle.falgout@jeffersoncountytx.gov
409-835-8584

Jefferson County Courthouse
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

NMS LABS

Scope of Work (SOW) for Forensic Testing Services
for Jefferson County Regional Crime Lab

1. Introduction / General Overview

The purpose of this Scope of Work (SOW) is to outline the responsibilities and deliverables of NMS Labs in providing forensic drug chemistry testing services to the Jefferson County Regional Crime Lab.
The objective is to support Jefferson County Regional Crime Lab's efforts by delivering accurate, timely, and comprehensive forensic testing, thereby aiding in the resolution of casework.

2. Specifications / Scope of Work

2.1 Forensic Drug Chemistry Testing

- Scope of Testing
  - NMS Labs will perform qualitative and quantitative (when applicable) analysis on a broad spectrum of controlled substances.
  - Testing will be conducted using a minimum of two separate analytical techniques in accordance with SWGDRUG recommendations.
- Turnaround Time
  - Reports will be generated within 30 days of sample receipt, summarizing qualitative findings for each sample tested.
  - Reports will be generated within 45 days of sample receipt summarizing quantitative findings for each sample tested (when applicable)
  - NMS Labs will use their network of accredited laboratories when deemed appropriate to maintain turnaround time.

3. Special Requirements / Qualifications

3.1 NMS Labs Qualifications

- NMS Labs is accredited by ISO/IEC 17025:2017 for Seized Drugs and Toxicology as well as The Texas Forensic Science Commission, ensuring adherence to the highest standards in forensic science services.

3.2 Confidentiality and Compliance

- NMS Labs will maintain strict confidentiality and ensure compliance with all local, state, and federal regulations governing forensic testing services. All activities will be conducted with integrity and professionalism.

4. Metrics and Reporting

- Reports will be generated within 30 days of sample receipt, summarizing qualitative findings for each sample tested.
- Reports will be generated within 45 days of sample receipt summarizing quantitative findings for each sample tested (when applicable)

5. Payment

- Invoices will be submitted with supporting documentation related to billable items. Payment terms are Net30.

NMS LABS

6. Analysis Pricing

Pricing Effective Date: 6/1/2025
Pricing Expiration Date: 9/30/2026

Test	Description	Agreement Pricing
Drug Identification		
22000	Controlled Substances - GC/MS Scan and Color	$250
23000	Controlled Substances - Pharmaceutical ID and GC/MS Scan	$250
24000	Pharmaceutical Identification (Visual Exam Only)	$131
26000	Controlled Substances - Dual GC/MS Scan	$250
29100	Controlled Substances - Cocaine Salt vs. Base Determination by FTIR	$399
92500	Case Set-Up (Hourly Rate)	$105
Narcotics Quantitation		
27130	Controlled Substances - Marijuana ID by Microscopy and Hemp/Marijuana Differentiation by GC/MS	$235
27140	Cannabinoid Quantitation (% purity by wt)	$325
27150	THC Identification by Color and Hemp/Marijuana Differentiation by GC/MS	$235
27160	Hemp/Marijuana* ID & Quantitation (% purity by wt)	$417
27170	THC ID & Quantitation (% purity by wt)	$417
92310	Freezer Mill Usage	$130
Litigation and Testimony Support		
70025ES	Litigation Support Package – Review, Copy, and Certify	$93
70027ES	Integrity Review of Litigation Support Package (per hour)	$93
70170ES	Expert Testimony - Daily Rate	$2500
70171ES	Expert Testimony - Hourly Rate	$250
99000ES	Litigation Support Package for Drug Chemistry	$93
Evidence		
99200	Case Return Fee	$0
RETURN	Specimen Return/Handling	$0

All other testing ordered during this effective period will be billed at 2025 List Pricing. Samples will be returned in batches to your agency.

If you have any questions regarding this communication, please contact me directly.

Sincerely,

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST
DATE 5/27/25

Kacie Tross
NMS Labs
Business Development Manager – Law Enforcement
Cell phone: 682-252-9202
kacie.tross@nmslabs.com

cc: NMS Labs D365 database

TEXAS MATERIALS
A CRH COMPANY

Texas Materials - Gulf Coast Area
PO Box 20779
Beaumont, TX 77720-0779

Invoice No:	**2000088140**
Invoice Date:	**05/08/2025**
Contract:	**257018**
Customer No:	**210104**
Terms:	**Net 30 Days**
Due Date:	**06/07/2025**
Application:	**4**
Invoiced Period:	**04/01/2025 - 04/29/2025**
Customer PO:	
Customer Ref:	**PO 094466**

To: Jefferson County
1149 Pearl St. 7th Floor
Beaumont, TX 77701-3638

Approved by Engineering
5-12-2025

Job Name: Jefferson County Doggett Park - Ford Park Midway

Item	Description	Contract Units	U/M	Unit Price	Amount	Completed to Date Units	Amount	%	Current Invoice Units	Amount
10	Mobilization 3% W/O MOB	1.00	LSU	41,500.00	41,500.00	1.00	41,500.00	100.00	0.00	0.00
20	2.75" Pulverize Surface	3,103.00	CY	28.60	88,745.80	3,103.00	88,745.80	100.00	55.00	1,573.00
30	Cement Slurry Mix 10"	40,473.50	SY	5.50	222,604.25	40,473.50	222,604.25	100.00	573.50	3,154.25
40	Cement Slurry Material 8" @6%	1,021.00	TON	300.00	306,300.00	1,021.00	306,300.00	100.00	0.00	0.00
50	Prime Coat .25 GPSY	10,156.00	GAL	4.00	40,624.00	10,156.00	40,624.00	100.00	181.00	724.00
60	TY C PG70-22 20% RAP ALLOWED	4,695.50	TON	165.00	774,757.25	4,695.50	774,757.24	100.00	87.50	14,437.24
70	Flexiable Pavement Repair	629.00	SY	51.00	32,079.00	629.00	31,998.01	99.75	227.41	11,598.01
80	Barricades and Traffic control	1.00	LSU	7,000.00	7,000.00	1.00	7,000.00	100.00	0.00	0.00
90	CO 1 - Geotechnical Testing	2.00	LSU	35,000.00	12,209.91	0.35	12,209.91	100.66	0.00	0.00
100	CO 2 Manhole Repair	1.00	LSU	2,000.00	2,000.00	1.00	2,000.00	100.00	1.00	2,000.00

Original Contract	$1,482,042.80	Subtotal	$1,527,820.21	$33,486.50
		Retainage	$0.00	$149,433.37
		Sales Tax/GRT	$0.00	$0.00
			$1,527,820.21	
		Retainage Released This Invoice		**$182,919.87**

If you have questions regarding your bill, please call 512-861-7100.

Please note that the new remit to suite number has been changed to # 600.

A late charge of 1 1/2 % per month which is an annual percentage rate of 18% or $2.00 whichever is greater, will be charged on all accounts not paid per the terms of the agreement.

Remit to: Texas Materials Group, Inc.
PO Box 845198
Dallas, TX 75284-5198

Customer Name:	Jefferson County
Customer No:	210104
Invoice Number:	2000088140
Invoice Amount:	182,919.87
Contract No:	257018

Amount Remitted: _____

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: May 27, 2025

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, June 7, 2025 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
June 7, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
SHERIFF/WARRANTS	2017 FORD EXPLORER	1FM5K8AR2HGB07934	35837
SHERIFF/COURTHOUSE	2015 FORD EXPLORER	1FM5K7D87FGB12993	35083
SHERIFF/PATROL	2017 FORD EXPLORER	1FM5K8AR0HGB22867	36371
SHERIFF/PATROL	2017 FORD EXPLORER	1FM5K8AR8HGF39991	36481
SHERIFF/PATROL	2019 FORD EXPLORER	1FM5K8AR2KGB55103	36662
CONSTABLE PCT. 7	2014 FORD EXPLORER	1FM5K8AR7EGA91810	34652
DISTRICT ATTORNEY	2019 FORD EXPLORER	1FM5K8AR1KGB55514	36536

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

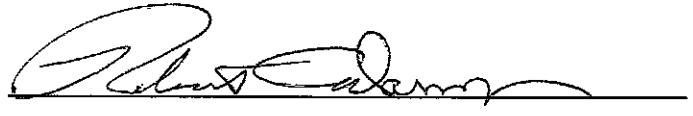
ATTEST
DATE 5/27/25

Approved by Commissioners' Court:

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
June 7, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.	
CONSTABLE PCT. 7	2011 FORD F150 PICKUP TRUCK	1FTFW1CF1BKD53059	34079	

Approved by Commissioners' Court: 

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: May 27, 2025

Re: Disposal of Scrap Property

Consider and approve, execute, receive and file disposal of scrap metal property. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.

248

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SCRAP MATERIALS

May 27, 2025

DEPARTMENT	DESCRIPTION OF PROPERTY	VIN	ASSET NO.
COUNTY CLERK	RECORD BOOK CABINET		8822
COUNTY CLERK	LEKTRIEVER KARDEX FILING UNIT		33318
contact person: Haylee Fournier			

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST _____
DATE 5/27/25

Approved by Commissioners' Court: _____

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Mistey Reeves MR
Assistant Purchasing Agent

Date: May 27, 2025

Re: Disposal of Salvage Property

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

RECEIVED MAY 2 2 2025

250

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 05/20/2025

Department: SHERIFF'S OFFICE

Contact Person: CHIEF D. MILLER

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
APX 9mm BERETTA PISTOL (2)	A043032X	36958	
APX 9mm BERETTA PISTOL (18)	A043047X	36959	
APX 9mm BERETTA PISTOL (19)	A043048X	36960	
APX 9mm BERETTA PISTOL (13)	A043049X	36961	
APX 9mm BERETTA PISTOL (8)	A043050X	36962	
APX 9mm BERETTA PISTOL (9)	A043051X	36963	
APX 9mm BERETTA PISTOL (10)	A043052X	36964	
APX 9mm BERETTA PISTOL (20)	A043053X	36965	

ATTEST
DATE 5/27/25

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

03-26-07

251

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 05/20/2025

Department: SHERIFF'S OFFICE

Contact Person: CHIEF D. MILLER

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
APX 9mm BERETTA PISTOL (11)	A042719X	36966	
APX 9mm BERETTA PISTOL (5)	A043044X	36967	
APX 9mm BERETTA PISTOL (6)	A043045X	36968	
APX 9mm BERETTA PISTOL (7)	A043046X	36969	
APX 9mm BERETTA PISTOL (1)	A042718X	36970	
APX 9mm BERETTA PISTOL (21)	A043054X	36971	
APX 9mm BERETTA PISTOL (12)	A043035X	36972	
APX 9mm BERETTA PISTOL (3)	A043036X	36973	

252

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 05/20/2025

Department: SHERIFF'S OFFICE

Contact Person: CHIEF D. MILLER

Phone: 409-835-8411

Fax:

Department Head Approval:

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
APX 9mm BERETTA PISTOL (22) [redacted]	A043037X	36974	
APX 9mm BERETTA PISTOL (16)	A043039X	36975	
APX 9mm BERETTA PISTOL (14)	A043040X	36976	
APX 9mm BERETTA PISTOL (15)	A043041X	36977	
APX 9mm BERETTA PISTOL (17)	A043042X	36978	
APX 9mm BERETTA PISTOL (4)	A043043X	36979	

253

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 04/21/2025

Department: 252ND DSTRICT COURT / 37BT

Contact Person: KELLIE HOLMES

Phone: 409-835-8786

Fax: 409-835-8656

Department Head Approval: JUDGE WEST

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
HIGH BACK COURTROOM CHAIR		32727	POOR
HIGH BACK COURTROOM CHAIR		32728	POOR
HIGH BACK COURTROOM CHAIR		32729	POOR
HIGH BACK COURTROOM CHAIR		32732	POOR

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 04/21/2025

Department: Drug Impact Court

Contact Person: Ranada Broussard/Charlie Anderson

Phone: (409)835-8506

Fax: (409)839-2304

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Office Chair	N/A	N/A	Not Good
Office Chair	N/A	N/A	Not Good

255

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: 5/22/2025

Department: 58th District Court

Contact Person: Vincent Sampson

Phone: 409/835-8434

Fax: n/a

Department Head Approval: Kent Walston, Judge

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
Counsel Table in Courtroom			Termite infested

256

JEFFERSON COUNTY PURCHASING DEPARTMENT

DISPOSAL OF SALVAGE PROPERTY

Date: May 20. 2025

Department: MTDS

Contact Person: Angie Collier

Phone: 409) 835 8447

Fax:

Department Head Approval: [signature]

Approved in Com. Court:

Description of Property	Serial No.	Asset No.	Condition of Property
Chair		25BT-11087	Broken
Chair		25BT-11128	Broken
Chair		62BT-18231	Broken
Chair		No Tag	Broken
~~Chair - Black~~		~~No Tag~~	~~Broken~~
Chair - Brown		No Tag	Broken
Lounge Chair		Unreadable	Old

03-26-07

memo

Jefferson County Sheriff Office

To: Rebekah S. Patin

From: Donta Miller

CC: John Shauberger

Date: 5/14/2025

Re: Budget transfer request (Marine Division)

Please make a budget transfer to move $13,000 from 865-3054-421.60-42 Truck & Trailers to 865-3054-421.60-14. To cover the instalment of a camera and door entry system.

Thanks,

Chief Donta Miller

JEFFERSON COUNTY
Engineering Department

May 7, 2025

Terri Spencer, Grant Manager
Texas General Land Office
Community Development & Revitalization Texas General Land Office
1700 N. Congress Avenue
Austin, Texas 78701

Re: Taylor Bayou Drainage Mitigation
SH 124 Bridge Replacement
CSJ No. 0368-02-046

Dear Ms. Spencer:

Jefferson County respectfully requests a time extension for the above referenced -project to December 31, 2025. This extension request is due to weather delays including numerous rain fall events and the resulting high flows in the Taylors Bayou main outfall channel which hampers the work. Additionally, the area experienced an ice storm and an unusual snow fall event this January causing delays. Work and weather related traffic issues at times on adjacent highways have caused detour of excessive traffic to overflow on to Hwy 124 causing issues with project site traffic flows which need to be accommodated affecting work progress.

This requested extension to December 31, 2025 will also provide TxDOT extra time to close out the project once the main construction is completed. Close out of the project includes a 2-4 month time period for the establishment of vegetation and finalization of all documentation and paper work.

TXDOT is aware of the grant requirements and is working overtime and on Saturdays to continue project progress during good weather days.

We appreciate your understanding in this matter. If you need additional information please contact Michelle Falgout (County Engineer) or Vivian Ballou (Contracts administrator/environmental) at michelle.falgout@jeffersoncountytx.gov or vballou@gmjinc.com, respectively.

Sincerely,

Jeff R. Branick,
County Judge, Jefferson County, Texas

Michelle Falgout, CFM, P.E.
County Engineer, Jefferson County, Texas

cc: Fran Lee, County Auditor, Jefferson County, Texas

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Spindletop Center

Project Name / Description

North Campus Facility Generator

Primary Project Contact/Requester & Title

Denise LeBlanc
Chief Financial Officer

Mailing Address

655 S, 8th Street
Beaumont, Texas 77701

Request Breakdown

Year:	2024	Advance Drawdown Approved Amount:	$ 561,676.00
Quarter:	1	Validated Total:	$ 0.00
Total Award:	$ 957,474.00	Unvalidated Funds Remaining Total:	$ 584,801.08

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Actual
1 Engineer Services (M&E Consulting)	$ 3,104.00	
2 Purchase of Generator (Jefferson Electric)	$ 551,697.08	
3 Concrete Work for Generator foundation (Simon Construction)		
4 Fence for generator surrounding (A1-Media Fencing)	$ 0.00	
5 Running and connection of electric cables (Entergy)	$ 30,000.00	
6 Other construction cost	$ 0.00	
7		
Total Request:	$ 584,801.08	Validated Total $ 0.00
Remaining Unvalidated Funds Adjustment from previous advance:	($ 23,125.08)	Unvalidated Amt $ 584,801.08
Net Drawdown Amount:	$ 561,676.00	

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.

Denise LeBlanc Chief Financial Officer 05/09/25

Requester Signature & Title *Date*

CONSULTING

1304 BERTRAND DR. STE. F7
LAFAYETTE, LA 70506
337 234 7474
fax| 337 234 7774
meconsulting.com

Total Bid -	$19,400.00
Total Paid as of 4/24/25 -	$16,296.00
Remaining -	$ 3,104.00

Date:	October 13, 2023
Client Name:	Wayne Hill
Client Company Name:	Spindletop Center
Consultant:	M&E Consulting, Inc.
Project No.:	TBD
Project Name:	Spindletop Center North Campus Generator
Location:	Beaumont, LA

We propose to perform Electrical Engineering Design Services for the electrical systems and conduit systems for the project referenced above.

Our work shall consist of Electrical design, specifications, shop drawing review, two site progress visits during construction and a final observation site visit for punch list.

The proposed project consists of the installation of a diesel fueled standby generator and associated electrical gear to serve the existing North Campus buildings.

Information and drawings to be supplied to us by the Owner or Architect shall include:

1. Drawings of the facility and site (original building drawings if available). Utility information, including site utility survey, if available.

For these services M&E Consulting, Inc. will receive a flat fee of $19,400.00

We shall receive progress payments for work completed, with the various milestones assigned the following percentages of the total fee:

Construction Documents (CD)	80%
Construction Phase (CA)	20%

Services specifically excluded from this proposal include:

1. Site utilities main line extensions outside of property line boundary.
2. Building site utilities including water, sewer and gas.
3. Surface and area drainage.
4. Irrigation system design.
5. Detailed economic and energy analyses, reports and modeling.
6. Submitting plans for approval by governmental agencies.
7. Services associated with LEED, Commissioning or CHPS certification.

Extra services requested by the Architect will be billed hourly per the current M&E hourly rate schedule listed below. Should the project be suspended for more than 60 days, or abandoned in whole or in part, the fee due shall be the percentage of the total fee applicable to our work completed at time of suspension or abandonment. *Hourly invoices shall be processed monthly and are to be paid within 30 days of receipt of invoice.*

Employee or Category	Rate
Principal	$250.00
Project Engineer	$175.00 – 225.00
Project Manager / Sr. Designer	$150.00
Engineering E.I.	$75.00 - $150.00
Designer	$75.00 - $150.00
CAD / Designer	$75.00 - $150.00
Clerical / Admin	$45.00 - $75.00

This proposal identifies our concept of our mutual relationship for this project. If the project moves forward with the consent of the client then this contract is binding and deemed executed. If you accept this proposal, it is our mutual understanding that the language of our agreement will be formalized by means of an agreed upon contract document. If a written contract is not formalized then the concept of our relationship shall be conducted per the standard of care within a standard AIA DOCUMENT C401 – 2017 contract.

We are sending you this agreement via email. Should this letter not agree with your concept of our relationship, please contact us.

Sincerely,

David Carroll, P.E.
M&E Consulting, Inc.

Client Signature
Spindletop Center — Company Name
10/16/2023 — Date

JEFFERSON ELECTRIC CO., INC.

4730 MERCANTILE ST
BEAUMONT, TEXAS 77705
409-842-9696
FAX: 409-842-4401
LICENSE #17371

3/27/2024

March 6, 2024

Attn: Wayne Hill
Re: Spindletop North Campus Generator

I appreciate the opportunity to bid on this project to you. The base bid for the electrical work is $796,600.00

Qualifications and Exclusions:

1. Jefferson Electric is a HUB.
2. The amount is based on straight time only, with limited overtime included for shutdowns.
3. The amount excludes any taxes.
4. The amount is based on State & Local code wiring methods.
5. Jefferson Electric reserves the right to make amendments to any contract.
6. The amount excludes any concrete pads.
7. The amount excludes responsibility for underground obstructions.
8. Gear bid subject to approval.
9. The amount excludes any liquidated damages.
10. The amount excludes all Utility Co. charges.
11. The amount is based on current material and labor pricing.
12. The amount is based on an electrical duration of 8-10 months with an average crew size of 4 and a peak of 6.
13. The amount is based on concrete removal, replacement, and pads to be performed by others.
14. The amount is based on fencing to be done by others.
15. The amount includes an external docking station in lieu of an ATS internal for lead time reasons.
16. The amount includes an SER rated ATS in lieu of installing a disconnect switch.
17. The amount does not include any temporary generators for power shut downs.
18. The amount is based on installing the generator annunciator in the Wade Building up to 100' from the nearest exterior wall to the generator.

Total Bid -	$ 796,600.00
Total Paid as of 4/24/25 -	$ 244,902.92
Remaining -	$ 551,697.08

Sincerely

Tyler Ancelet
Jefferson Electric

Spindletop Center North Campus Generator

ARPA Grant Funding from Jefferson County	$957,474
Jefferson Electric – purchase and install generator	$796,600
M & E Consulting – Engineer for the project	$19,400
Simon Construction – concrete work	$87,100
A1-Madia Fence	$3,497
Entergy – owner to pay Entergy for hook up (estimate only)	$30,000
Balance	$20,877

Change orders -

A1 Maida Fence 8/20/24	$ 500.00
Simon Construction	$ 5,238.41
Balance	$15,138.59

Texas General Land Office
Community Development and Revitalization
CDBG-DR Buyout/Acquisition Program
Relocation Incentive Calculation Form (Non-URA

Instructions: This incentive calculation form is for the use of families and individuals applying for payment of residential moving and related expenses under Relocation Incentives in the CDBG-DR Local Buyout and Acquisition Program. This form is not to be used to request URA relocation assistance (Persons eligible for URA assistance should complete forms HUD-40030 and HUD-40043). You may be eligible to apply for either (1) a fixed payment (see 49 CFR 24.302), or (2) payment for estimated reasonable moving costs and related expenses based on quotes received or (3) in some cases, a payment based on a combination of moving options. You are eligible

All Claims for payments must be made within the following timeframe: _____

Subrecipient:	Jefferson County	Contract #:	20-066-036-C242
Case Manager:	Vivian Ballou		
Case Manager Contact Info:	409.772.5100		
Applicant Name:	Elizabeth Simmons	Applicant ID:	GLO17-31243-P
Co-Applicant Name:	Deceased		
Applicant Address:	5220 Roberts Rd. Beaumont, Texas 77705		

Which incentives will you be requesting? (Check all that apply) Buyout Incentive Down Payment Incentive Relocation Incentive

Section A | Relocation Information

Will All Members of the Household Move to the Same Dwelling? x Yes
(If "No," list the names of all members and the addresses to which they will move to in the Remarks Section.)

Dwelling	Address (include Apartment No.)	Number of Rooms of	Date Occupied	Date Will Vacate
Unit That You are Moving From:				
Temporary Unit that you moved to (if				
Replacement Unit That You Will Move		* Excluding		
Which of the following is your	An Existing Home	A Lot	A New Construction Home	
Remarks:				

Will you be using temporary housing? Yes No
* If the Answer is No. Skip the next section and Proceed to Section C

Section B | Calculation of Temporary Relocation Incentive

This claim form is for the use of families and individuals applying for reimbursement of temporary relocation expenses. This form is not to be used to

Costs listed on this form are for the period beginning on $0.00 Costs listed on this form are for $0.00

TOTAL # OF MONTHS:

Instructions: You may be eligible for reimbursement of actual and reasonable moving costs and related expenses in connection with your move to a

Section B. A	Move Costs to Temporary Unit					
	7a. Commercial Move		7b. Self Move		7c. Self Move	
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Claimant	Subrecipient Use
(1) Estimated Moving Cost Expenses (49 CFR 24.301(g)(1-7); see page 4) (Do not include storage costs listed separately below). [For Mobile Home Owner Occupants also include 24.301(g)(8-10), if applicable.]					n/a	n/a
(2) Storage Cost (Requires prior						
(3) Telephone re-connection						
(4) Other (Explain in Remarks Section)						

(5) Fixed Moving Cost Schedule Amount (Based on number of rooms of furniture detailed above)						
(6) Total Amount of Claim.	$ -	$ -	$ -	$ -	$ -	$ -
(7) Amount Previously Received, if any.						
(8) Amount Requested (Subtract line (7)	$ -	$ -	$ -	$ -	$ -	$ -
(9) Total Amount Requested - Combination Moves Only	Claimant $ -			Subrecipient Use $ -		

Section B. B DETERMINATION OF RENT AND AVERAGE MONTHLY UTILITY COSTS FOR TEMPORARY UNIT

Instructions: To compute the payment, entries on Line 9(i) must reflect all utility services. Therefore, identify on Lines 9(b) through 9(f) each utility necessary to provide electricity, gas, other heating/cooking fuels, water and sewer. In those cases where the utility service is covered by the monthly rent, enter "IMR" (In Monthly Rent). If a monthly housing program subsidy (e.g., Housing Choice Voucher/Section 8, other) has been provided, enter the applicable amount on Line 9(h). Applicants may be eligible for the lesser amount of temporary relocation costs up to 3 months at an amount not to exceed $5,000, or the amount prescribed in the Subrecipient's housing guidelines. The below form should be completed for each month of temporary relocation assistance requested.

Monthly Cost for Month of : Month 1	Unit You Moved From		Temporary Unit you Moved to		Increase in	Amount Approved To be Provided by Subrecipient
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Subrecipient Use	
(1) Rent						
(2) Electricity						
(3) Gas						
(4) Water/Sewer						
(5) Sanitation						
(6) Other						
(7) Gross Monthly Rent and Utility Cost	$ -	$ -	$ -	$ -	$ -	$ -
(8) Monthly Housing Subsidy (if						
(9) Net Monthly Rent and Utility Costs	$ -	$ -	$ -	$ -	$ -	$ -

Monthly Cost for Month of : Month 2	Unit You Moved From		Temporary Unit you Moved to		Increase in	Amount Approved To be Provided by Subrecipient
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Subrecipient Use	
(1) Rent						
(2) Electricity						
(3) Gas						
(4) Water/Sewer						
(5) Sanitation						
(6) Other						
(7) Gross Monthly Rent and Utility Cost	$ -	$ -	$ -	$ -	$ -	$ -
(8) Monthly Housing Subsidy (if						
(9) Net Monthly Rent and Utility Costs	$ -	$ -	$ -	$ -	$ -	$ -

Monthly Cost for Month of : Month 3	Unit You Moved From		Temporary Unit you Moved to		Increase in	Amount Approved To be Provided by Subrecipient
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Subrecipient Use	
(1) Rent (The monthly rental amount due under the terms and conditions of occupancy). Check appropriate box:						
(2) Electricity						
(3) Gas						
(4) Water/Sewer						
(5) Sanitation						
(6) Other						
(7) Gross Monthly Rent and Utility Cost	$ -	$ -	$ -	$ -	$ -	$ -
(8) Monthly Housing Subsidy (if						

(9) Net Monthly Rent and Utility Costs	$ -	$ -	$ -	$ -	$ -	$ -
Net Total Rent and Utility Costs	$ -	$ -	$ -	$ -	$ -	$ -

Section B. C **Other Reasonable Out-Of-Pocket Expenses**

Instructions: You may be eligible for other reasonable out-of-pocket expenses as approved by the Subrecipient in connection with your temporary move.

Monthly Cost for Month of :					**Claimant**	**Subrecipient Use**
(10) Per Diem for unit without cooking						
A) Per Diem for adults	Amount Per Adult		Number of Days			
B) Per Diem for Children under 12	Amount Per child		Number of Days			
Other (e.g., increased transportation						
(11)						
(12)						
(13)						
(14)						
(15)						
Total Add Lines 10A-15					$ -	$ -

Monthly Cost for Month of :					**Claimant**	**Subrecipient Use**
(10) Per Diem for unit without cooking						
A) Per Diem for adults	Amount Per Adult		Number of Days			
B) Per Diem for Children under 12	Amount Per child		Number of Days			
Other (e.g., increased transportation						
(11)						
(12)						
(13)						
(14)						
(15)						
Total Add Lines 10A-15					$ -	$ -

Monthly Cost for Month of :					**Claimant**	**Subrecipient Use**
(10) Per Diem for unit without cooking						
A) Per Diem for adults	Amount Per Adult		Number of Days			
B) Per Diem for Children under 12	Amount Per child		Number of Days			
Other (e.g., increased transportation						
(11)						
(12)						
(13)						
(14)						
(15)						
Total Add Lines 10A-15					$ -	$ -
Net Total Reasonable Out of Pocket Expenses					$ -	$ -

TO BE COMPLETED BY SUBRECIPIENT	**Amount Claimed**	**Amount Recommended**
(1) Total Moving Costs to Temporary Unit	$ -	$ -
(2)Total Rent and Utility Costs	$ -	$ -
(3) Total Other Reasonable Out-Of-Pocket Expenses	$ -	$ -
(4) Total Temporary Relocation Incentive	$ -	$ -
(5) Subrecipient Temporary Relocation Incentive Cap (In		
(6) GLO Temporary Relocation Incentive Cap		
(7) Amount Awarded (Lesser Amount of Line 4, 5, or 6)	$ -	$ -

Section C **Calculation of Relocation Incentive for Move to Replacement Unit**

This section of the form is to request a relocation incentive for moving to your replacement unit. Note: Costs for moving to temporary housing should be recorded in Section B and not in this section. You may be eligible to apply for either (1) a fixed payment, or (2) payment for estimated and reasonable moving costs and related expenses or (3) in some cases, a payment based on a combination of moving options. The computation table in this section provides you with the ability to compute your payment based on one or a combination of moving options depending on your eligibility and your needs and desires. This form is not to be used to request URA relocation assistance (Persons eligible for URA assistance should complete form HUD-40054).

A fixed payment is used to compute a payment based on the numbers of rooms of furniture within the displacement dwelling. The Residential Fixed Moving Cost Schedule is available at https://www.fhwa.dot.gov/real_estate/uniform_act/relocation/moving_cost_schedule.cfm. The Cost Schedule will provide the payment amount for the state in which the displacement occurred. (Note: for persons occupying a dormitory style room the payment amount is limited to the amount specified for such moves on the Fixed Moving Cost Schedule.) If you choose to request a fixed payment, fill in the applicable schedule amount in column 7c Line (3). In some cases, persons who plan to request only a fixed payment may also be eligible for additional moving options to move persona property located outside the dwelling and not considered in the Fixed Moving Cost Schedule (jungle gym, hot tub, etc.) or for personal property requiring specialized moving assistance within the dwelling (piano, pool table, medical equipment, etc.) In these situations, you may also be eligible for a payment based on estimated costs for a commercial move and/or self-move for these items. Contact your case manager for further assistance. If your case manager determines you are eligible for other moving options in addition to the fixed payment, fill in all applicable request information requested for the type(s) of moving option specified in the table.

	7a. Commercial Move (Quoted Costs)		7b. Self Move (Estimated Costs)		7c. Self Move (Fixed Schedule)	
	Claimant	Subrecipient Use	Claimant	Subrecipient Use	Claimant	Subrecipient Use
(1) Estimated Moving Cost Expenses						
(2) Storage Cost (Requires prior						
(3) Fixed Moving Cost Schedule						
(4) Other (Explain in Remarks Section)						
(5) Total Amount of Claim.	$ -	$ -	$ -	$ -	$ -	$ -
(6) Amount Previously Received, if any.						
(7) Amount Requested (Subtract line (6)	$ -	$ -	$ -	$ -	$ -	$ -
(8) Total Amount Requested - Combination Moves Only	Claimant: $ -		Subrecipient Use: $ -			

TO BE COMPLETED BY SUBRECIPIENT	Amount Claimed	Amount Recommended
(1) Total amount requested for	$ -	$ -
(2) Subrecipient Relocation Incentive		
(3) GLO Relocation Incentive Cap	$35,000.00	
(4) Amount Awarded (Lesser of Line 1,2,	$ -	$ -

Acknowledgment

Under penalties of perjury, I/we certify that the information presented in this document is true and accurate to the best of my knowledge and belief. I/We further understand that providing false representations herein constitutes an act of fraud. False, misleading or incomplete information may result in my ineligibility to participate in this program or any other programs that will accept this document Additionally, if I/we receive future funding for the same purpose of the CDBG-DR funds, I/we will agree to repay the assistance that was duplicated. Warning: Any person who knowingly makes a false claim or statement to HUD may be subject to civil or criminal penalties under 18 U.S.C. 287, 1001 and 31 U.S.C. 3729.

Signature of Applicant:	Elizabeth Simmons	Date:	15/04/25
Signature of Co-Applicant:		Date:	
Signature of Subrecipient or State		Date:	

Disclaimer: *The Texas General Land Office has made every effort to ensure the information contained on this form is accurate and in compliance with the most up-to-date CDBG-DR and/or CDBG-MIT federal rules and regulations, as applicable. It should be noted that the Texas General Land Office assumes no liability or responsibility for any error*

Eligible Actual Residential Moving Expenses (49 CFR 24.301(g)(1-10)
(1) Transportation of the displaced person and personal property. Transportation costs for a distance beyond 50 miles are not eligible, unless the
(2) Packing, crating, unpacking, and uncrating of the personal property.
(3) Disconnecting, dismantling, removing, reassembling, and reinstalling relocated household appliances and other personal property. For businesses,
(4) Storage of the personal property for a period not to exceed 12 months, unless the Subrecipient determines that a longer period is necessary.
(5) Insurance for the replacement value of the property in connection with the move and necessary storage.
(6) The replacement value of property lost, stolen, or damaged in the process of moving (not through the fault or negligence of the displaced person, his
(7) Other moving-related expenses that are not listed as ineligible under § 24.301(h), as the Subrecipient determines to be reasonable and necessary.
(8) The reasonable cost of disassembling, moving, and reassembling any appurtenances attached to a mobile home, such as porches, decks, skirting,
(9) The reasonable cost of repairs and/or modifications so that a mobile home can be moved and/or made decent, safe, and sanitary.
(10)The cost of a nonrefundable mobile home park entrance fee, to the extent it does not exceed the fee at a comparable mobile home park, if the person

Relocation Assistance

Final Audit Report 2025-04-15

Created:	2025-04-15
By:	VIVIAN BALLOU (legacycdc@yahoo.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAPi2Uh9i_h9vJMEOwFC8U2xEgT79dSZLx

"Relocation Assistance" History

Document created by VIVIAN BALLOU (legacycdc@yahoo.com)
2025-04-15 - 2:51:16 PM GMT- IP address: 71.42.217.154

Document emailed to Elizabeth Simmons (biziliz@att.net) for signature
2025-04-15 - 2:51:20 PM GMT

Email viewed by Elizabeth Simmons (biziliz@att.net)
2025-04-15 - 3:48:21 PM GMT- IP address: 160.2.243.170

Document e-signed by Elizabeth Simmons (biziliz@att.net)
Signature Date: 2025-04-15 - 3:50:55 PM GMT - Time Source: server- IP address: 160.2.243.170

Agreement completed.
2025-04-15 - 3:50:55 PM GMT

JEFFERSON COUNTY ENVIRONMENTAL CONTROL

DEVELOPMENT PERMIT CONTRACT

PERMIT NUMBER: 33029

SITE OWNER: Simmons Elizabeth, L
MAILING ADDRESS: 5220 Roberts Road
Beaumont, TX 77713
PHONE: 409-790-8259
BUS/CELL PHONE: 409-880-7220
SITE ADDRESS: 2220 South Meeker Road
Beaumont, TX 77713

FLOOD ZONE: X
PANEL NO: 0270C MAP DATE: 08/06/2002
ELEVATION CERTIFICATE REQUIRED: NO

OWNERSHIP: PRIVATE COST: $73,379.00
BUILDING TYPE: Residential (1 to 2 Families same structure), Manufactured (mobile) Home, New Structure
SIZE 960
MODEL YEAR: 2023
PID 129455 & 129632 BEDS / BATHS 2 / 2

NOTES:
Getting new aerobic system
FLOOD PLAIN NOTES:
Prelim FEMA maps change part of the property up front to AE zone with a BFE 33 High water marks reached 33 in area.
DRAINAGE DISTRICT NOTES:
DD #6

CONTRACTOR. WORLDWIDE MOBILE HOMES 4097557595

FEES: $121.00
DATE ISSUED: 01/07/2025

Elizabeth L. Simmons
APPLICANT

Ronda Conlin
COUNTY ADMINISTRATOR

WORLDWIDE HOMES
MHDRET00032782
207 S. LHS DRIVE • P. O. BOX 8570
LUMBERTON, TEXAS 77657
(409) 755-7595

PURCHASER(S) PHONE DATE

SET-UP ADDRESS SALESPERSON

MAILING ADDRESS COUNTY ZIP

MAKE MODEL BEDROOMS FLOOR SIZE L W HITCH SIZE L W STOCK NUMBERS

SERIAL NUMBER ☐ NEW ☐ USED COLOR PROPOSED DELIVERY DATE KEY NUMBERS HUD LABEL NUMBERS

OPTIONAL EQUIPMENT, LABOR AND ACCESSORIES	$
Delivered, Blocked, Setup & Tied-down	Included
A/C Installed	Included

BASE PRICE OF MANUFACTURED HOME	$
OPTIONAL EQUIPMENT	
COST OF SET-UP PARTS	
SUB-TOTAL	$
+ TITLE FEE	
MHIT	
FIXTURES	
INSURANCE	
OTHER ITEMS	
Cash Price	$
TRADE-IN ALLOWANCE	$
LESS: BALANCE DUE ON ABOVE	$
Net Allowance	$
CASH DOWN PAYMENT	$
CASH AS AGREED	$
LESS Total Credits	
Unpaid Balance of Cash Sale Price	$

REMARKS:

BALANCE CARRIED TO OPTIONAL EQUIPMENT $

Description of Trade-In YEAR

MAKE MODEL BEDROOMS SIZE X

TITLE NO SERIAL NO. COLOR

AMOUNT OWING TO WHOM

Trade-In Debt To Be Paid By ☐ Retailer ☐ Purchaser

WORLDWIDE HOMES RETAILER

Not Valid Unless Signed and Accepted by an Officer of the Company

BY

Approved, Subject to Acceptance of Financing by Bank or Finance Company

NOTICE

THE TERMS AND CONDITIONS APPEARING ON BOTH SIDE ARE PART OF THIS AGREEMENT. PLEASE READ THEI CAREFULLY.

PURCHASER(S) ACKNOWLEDGE THAT PURCHASER(S) HAV READ AND UNDERSTAND THIS AGREEMENT, THAT ALL BLANK WERE FILLED IN BEFORE PURCHASER(S) SIGNED TH AGREEMENT BELOW, THAT PURCHASER(S) RECEIVED SEPARATE WRITTEN WARRANTY FROM RETAILER ON TH NEWLY MANUFACTURED HOME. PURCHASER(S) AR VOLUNTARILY PURCHASING THE ABOVE HOME, THE OPTIONA EQUIPMENT, ACCESSORIES AND INSURANCE, IF INCLUDE PURCHASER(S) RECEIVED A COPY OF THIS AGREEMENT A THE TIME IT WAS SIGNED.

SIGNED PURCHA

SOCIAL SECURITY NO.

SIGNED PURCHA

SOCIAL SECURITY NO

A PLAIN LANGUAGE TEXAS MANUFACTURED HOME PURCHASE AGREEMENT UCC § 2-201 © Copyrighted 1984 Rev 01/08

11/22/24 12:19:00 ACCT #0000151265 TELLER # 1233

LODGE HOME
CHECK NUMBER: 00 0000930687
CHECK AMOUNT: 35,000.00

WORLDWIDE HOME

RECEIPT DATE 11/22/24 No. 642496

RECEIVED FROM Simmons $35,000.00

DOLLARS

○ FOR RENT
○ FOR MHU Paid in Full

ACCOUNT	
PAYMENT	35000.00
BAL. DUE	

○ CASH ✓ CHECK ○ MONEY ORDER ○ CREDIT CARD

FROM Simmons TO WW

BY [signature]

3-11

RECEIPT DATE 11-2-24 No. 642481

RECEIVED FROM Elizabeth Simmons $37,879.06

DOLLARS

✓ FOR RENT
○ FOR Home payment - Lodge

ACCOUNT	
PAYMENT	37,879.06
BAL. DUE	

✓ CASH ○ CHECK ○ MONEY ORDER ○ CREDIT CARD

FROM _____ TO _____

BY Lureal Blanchard

3-11

807 N. Meeker Road • Beaumont, TX [illegible]
Tel: (409) 866-1670

272

Date: 12/9 2024

Received From: Elizabeth Simmons

Amount $ 2145.00 — 75.00 Deposit 2050.00 3/4

Acct #

☐ Cash ☐ Money Order ☑ Check # 1009

Your Receipt - Thank You

By:

Meeker MWD
807 N. Meeker Road • Beaumont, TX 4425
Tel: (409) 866-1670

Date: 12/9 20 24

Received From: Elizabeth Simmons

Amount $ Impact Fee 2200.00

Acct # NW

☐ Cash ☐ Money Order ☑ Check # 1008

Your Receipt - Thank You

By:

Sutherlands

Sutherland Lumber Co. 3119
4545 College
Beaumont TX 77707
(409)842-4900
sutherlands.com CP

3119 01 008902 12-03-2024 17:15:30
OPERATOR KIMBERLY 460 Basic Sale

400044711124/4471124 1.x741.99 741.99
ENTE203PF4S4TB
METER POLE OVERHD ENTERGY 200A

SUBTOTAL	741.99
SENIOR DISCOUNT (%10)	74.19
TAX01 (0.082500).....	55.09
TOTAL	722.89
CARD TENDER	722.89
CHANGE DUE	0.00

Card Number: XXXX-XXXX-XXXX-2430
SIMMONS/ELIZABETH L
Ref Number: 005966533884 [S]
Auth Number:533884 [DEBIT]
Tran Type: Basic Sale
CHARGE TENDER: 722.89
AID:A0000000980840
Application Label:US DEBIT
Cryptogram Type:TC
Cryptogram:D5AD04488DD83A3F
PIN Statement:PIN Verified
*** Customer Copy ***

****
You Saved
74.19
****
You had a choice, thank you for
choosing Sutherlands!!!
www.sutherlands.com

NO RETURNS OR EXCHANGES ON HEATERS, GAS POWERED EQUIPMENT or OPEN BUNDLES OF SHINGLES. 10 DAY WAITING PERIOD ON CHECKS FOR RETURNS OR EXCHANGES. NO RETURNS OR EXCHANGES ON CUT FLOORING, GLASS, CHAIN OR WIRE. RETURNS MUST BE MADE WITHIN 30 DAYS OF ORIGINAL PURCHASE AND ACCOMPANIED BY THE ORIGINAL STORE RECEIPT. NO REFUND OR EXCHANGE ON CLEARANCE OR CLOSEOUT ITEMS.

12-03-2024 17:15:30
008902 01 460 3119

Returns valid with original receipt only

31190108902243381715

CONTRACT

D. ANDERSON CONSTRUCTION, LLC.

PROFESSIONAL ONSITE WASTEWATER SOLUTIONS

Septic Systems • Aerobic Treatment Systems • Design Service • Maintenance & Repairs

9894 Cravens Camp Road • Silsbee, Texas 77656

(409) 385-4506 • Cell:(409)658-7845

CLEARSTREAM

"From the beach to the lakes since '76"

DATE _____

NAME _____

ADDRESS _____

PHONE NUMBER _____

WORK TO BE PERFORMED AT _____

D. Anderson Construction, LLC. (contractor) agrees to furnish the material and labor necessary to install the following:_____

Owner must provide source of water for filling tanks and checking pipes. Best efforts will be made to replace soil and compact the excavation. However, this contract does not provide for removal of excess dirt, return trips to fill settled dirt around tanks, or for landscaping. Aerobic system installation includes a two year maintenance agreement in addition to manufacturers warranty. Additional charge will be made should any extra labor or material be required due to any hidden or unknown pipes, cables, etc. that owner does not notify contractor of. List all known underground pipes, cables, etc.

The above work to be completed in a substantial workmanlike manner for the sum of

_____ dollars ($_____)

payable upon completion of work. Any alteration or deviation from the above work scope involving extra cost will be executed upon written orders and will become an extra charge over and above the sum of this contract. All materials, designs, and installations will be according to the requirements of Texas Commission on Environmental Quality (TCEQ) or local regulatory agency.

Respectfully Submitted,

Paid $_____ CK #_____

Balance $_____

Paid $_____ CK #_____

Balance $_____

_____

for D. Anderson Construction, LLC.

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the above work as specified. Payment will be made as outlined above.

Date _____ _____

Owner

Outlook

Jefferson County-C242 GLO-32906-P RA Incentive CRM:0301000410

From Terri Spencer <terri.spencer.glo@recovery.texas.gov>
Date Thu 5/8/2025 12:06 PM
To Fran Lee <Fran.Lee@jeffersoncountytx.gov>; V. Ballou <vballou@gmjinc.com>

Caution! This message was sent from outside your organization. Allow sender | Block sender

Good morning,

The obligation request for GLO-32906-P5220 Roberts Rd has been approved for relocation assistance.

Terri Spencer
Grant Manager | Grant Management
Community Development & Revitalization
Texas General Land Office, Commissioner Dawn Buckingham MD
Cell: (512) 712-8435 | terri.spencer.glo@recovery.texas.gov

Jefferson County Fraud, Waste and Abuse Policy

Adopted

By Jefferson County Commissioners Court

Effective Date:

May 13, 2025

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 or 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
- Impropriety 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@jeffersoncountytx.gov; of by mail to Auditor's Office 1149 Pearl Street 7th Floor, Beaumont, Texas 77701
- On the County website: https://jeffersoncountytx.gov/HumanResources/ContactUs/Report
- Human Resources Department by phone at 409-839-2391; via email at hrdept@jeffersoncountytx.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 me be contacted in the following forms or communication:

- Phone Number: 409-835-8500
- Via email: fran.lee@jeffersoncountytx.gov
- Mail letter: 1149 Pearl St. 7th Floor Beaumont, TX 77701
- County website: https://jeffersoncountytx.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 by 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 2025 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

Everette "Bo" Alfred, Precinct 4

Jeff Branick, County Judge

ATTEST

Roxanne Acosta-Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

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

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

By: _____

Printed Name: Holly Borel

Title: Chief Executive Officer

Date of Signature: 5/6/2025

JEFFERSON COUNTY, TEXAS ("OWNER")

By: _____

Printed Name: Jeff Branick

Title: County Judge

Date of Signature: 5-13-2025

CHAMBERS OF
JUDGE RAQUEL WEST
252ND DISTRICT COURT
JEFFERSON COUNTY COURTHOUSE

MEMO

DATE: May 16, 2025

TO: Auditing / Commissioners' Court

FROM: Judge West / Kellie Holmes

RE: REQUEST FOR BUDGET TRANSFER

We are requesting to transfer the following amounts to account:
120-2037-412-6002 (computer equipment), for the purchase of a laptop computer

$1,452.00 from **120-2037-412-6022** (furniture & fixtures)
$184.00 from **120-2037-412-5015** (court cost)

If you should have any questions, please do not hesitate to call. Thank you!

Judge Raquel West

Jefferson County

Everette "Bo" Alfred
Commissioner

Precinct Four

P.O. Box 4025
Beaumont, Texas 77704-4025
409-835-8443 phone
www.co.jefferson.tx.us/prct4/index.html

MEMO

TO: Ms. Rebekah Patin, Auditing

FROM: Commissioner Everette Alfred

DATE: May 19, 2025

RE: **Transfer Funds –Out of Series**

Please make the following transfer as indicated. Thank you.

- Transfer **$500** from account # 116-0611-452.30-15 (Cement, Concrete, Etc) into account # 116-0611-452.40-09 (Buildings and Grounds); and
- Transfer **$1,000** from account # 116-0611-452.30-79 (Crushed Stone) into account # 116-0611-452.40-09 (Buildings and Grounds); and
- Transfer **$1,000** from account # 116-0611-452.30-99 (MISC Supplies) into account # 116-0611-452.40-09 (Buildings and Grounds); and
- Transfer **$1,750** from account # 116-0609-452.30-01 (Asphalt) into account # 116-0609-452.40-09 (Buildings and Grounds) for additional cost of parks grounds maintenance.

EA/nr

To: Rebekah
From: Mike Trahan
Re: Budget Transfer
Date: May 21, 2025

Rebekah,

I would like to request a transfer of $20,000.00 from 112-0209-431-60-42 Trucks & Trailers, to 112-0209-431-60-18 Power tools and Appliances, to cover the coast of purchasing a Ver-Mac Mid-Size Full Matrix Sign, (Portable Message sign). This would be used to alert traffic of upcoming road work and road closures.

I do know that this has to go through Commissioner's Court. Thanks for your help.

Sincerely,
Mike Trahan
Superintendent, Road and Bridge Precinct 2

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2025

Fran Lee - County Auditor

FRAN LEE
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

May 15, 2025

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Brandon Willis
Commissioner Cary Erickson
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of April 30, 2025 together with the results of operations of the budget for the seventh period then ended.

Revenue:

Total budgeted revenue collected for the six months ending April 30, 2025 is $141,950,272. Budgeted Revenues are $166,038,079 leaving $24,087,807 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are $110,798,660 for seven months of the year. This amount represents 97% of the budgeted amount of $114,126,069.

Sales Taxes:

Sixty-one percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $32,700,000.

Licenses & Permits:

Fifty-two percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $383,000 for the year.

Intergovernmental:

Fifty percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,629,660.

Fees:

Fifty percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be $12,006,110 for the year.

Fines and Forfeitures:

Fifty-nine percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,405,000.

Interest:

Eighty-nine percent of Interest has been collected. Revenues from Interest are budgeted to be $3,751,250.

Other Revenues:

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be $37,000 for the year.

Expenditures:

Overall for the County's budgeted funds, fifty-six percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be $176,429,730, which includes General Funds and debt service funds, excluding budgeted transfers of $7,164,138 for the fiscal year ending September 30, 2025.

Please call me if you have any questions on the enclosed report.

Sincerely,

Fran Lee
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING APRIL 30, 2025
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending April 30, 2025

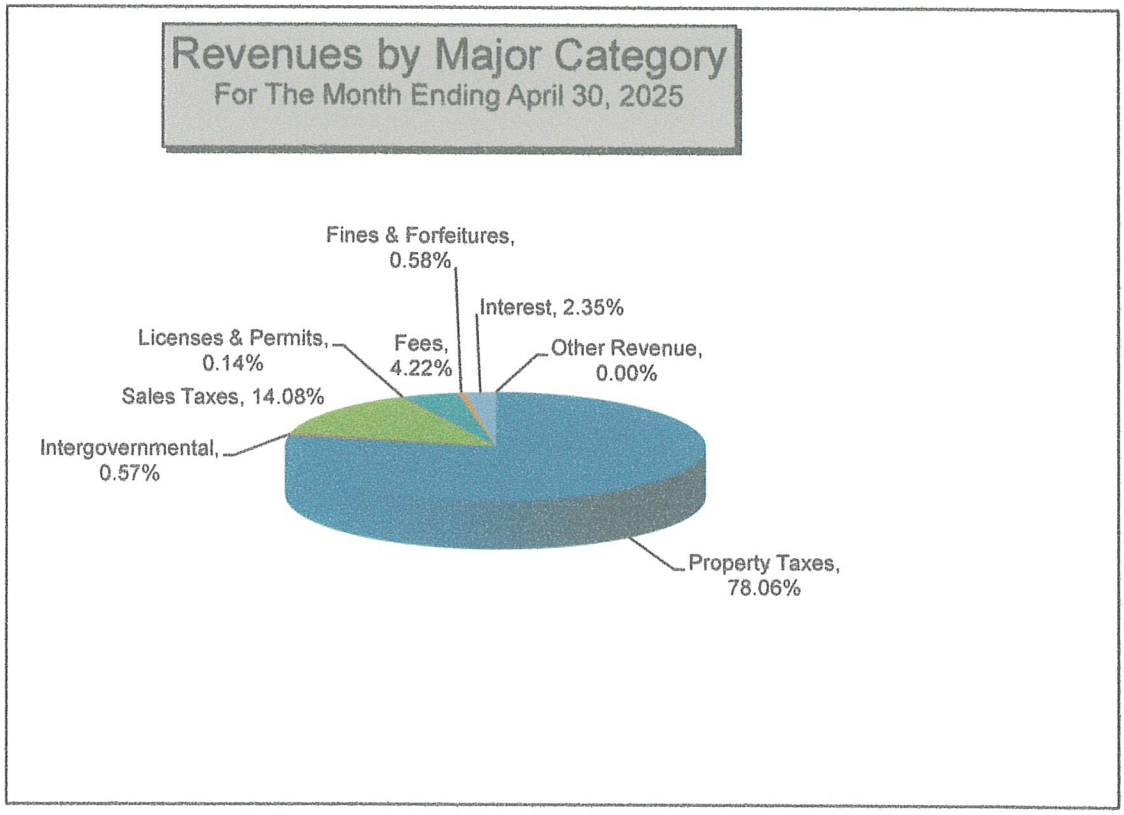
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 133,441,983	72,665,581	17,604,202	6,032,392	2,554,487	7,032,923	$ 239,331,568
Receivables & Prepaids	6,919,137	14,373	-	252,441	345,473	-	7,531,424
Intergovernmental Receivables	114,957	80,785	-	-	-	-	195,742
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	948,116	18,257	-	-	145,818	-	1,112,191
Other Assets	215,923	-	-	-	83,403,461	-	83,619,384
Total Assets	$ 141,790,116	$ 72,778,996	$ 17,604,202	$ 6,284,833	$ 86,449,239	$ 7,032,923	$ 331,940,309
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 3,836,089	499,139	-	-	780,447	3,405,949	$ 8,521,624
Intergovernmental Payables	360	241	-	-	15	-	616
Other Liabilities	6,574,210	952,505	-	253,572	5,054,130	-	12,834,417
Fund Balance/Equity	131,379,457	71,327,111	17,604,202	6,031,261	80,614,647	3,626,974	310,583,652
Total Liabilities and Fund Balance/Equity	$ 141,790,116	$ 72,778,996	$ 17,604,202	$ 6,284,833	$ 86,449,239	$ 7,032,923	$ 331,940,309

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending April 30, 2025

	3/31/2025	Month Ending April 30, 2025				4/30/2025
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 108,333	$ 87,170	$ 72,188	$ -	$ -	$ 123,315
Road & Bridge Pct. 1	5,834,765	76,325	178,623	-	-	5,732,467
Road & Bridge Pct. 2	1,668,351	81,338	141,457	-	-	1,608,232
Road & Bridge Pct. 3	682,733	75,203	151,038	-	-	606,898
Road & Bridge Pct. 4	3,804,460	80,376	116,302	-	-	3,768,534
Engineering Fund	818,704	14,390	94,206	-	-	738,888
Parks & Recreation	150,051	8,657	12,910	-	-	145,798
General Fund	118,358,331	5,141,426	10,463,359	(124,488)	-	112,911,910
Mosquito Control Fund	2,726,432	38,272	218,201	-	-	2,546,503
Tobacco Settlement Fund	2,960,894	236,018	-	-	-	3,196,912
Total General Funds	137,113,054	5,839,175	11,448,284	(124,488)	-	131,379,457
Total Special Revenue Funds	60,420,970	13,085,539	2,303,886	124,488	-	71,327,111
Total Capital Project Funds	17,679,033	58,802	133,633	-	-	17,604,202
Total Debt Service Funds	5,955,976	75,285	-	-	-	6,031,261
Total Enterprise Funds	80,100,160	1,023,319	508,832	-	-	80,614,647
Total Internal Service Funds	4,935,700	1,967,016	3,275,742	-	-	3,626,974
Total Balances	$ 306,204,893	$ 22,049,136	$ 17,670,377	$ -	$ -	$ 310,583,652

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending April 30, 2025

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 110,798,660	$ 114,126,069	$ 3,327,409	2.92%
Sales Taxes	19,980,686	32,700,000	12,719,314	38.90%
Licenses & Permits	199,855	383,000	183,145	47.82%
Intergovernmental	812,365	1,629,660	817,295	50.15%
Fees	5,994,273	12,006,100	6,011,827	50.07%
Fines & Forfeitures	827,544	1,405,000	577,456	41.10%
Interest	3,336,889	3,751,250	414,361	11.05%
Other Revenue	-	37,000	37,000	100.00%
	$ 141,950,272	$ 166,038,079	$ 24,087,807	14.51%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending April 30, 2025

	October 2024 -December	January	February	March	April	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund								
Current Taxes	$ 32,047	$ 31,203	$ 68,122	$ 2,489	$ 1,212	$ 135,073	$ 139,248	$ 4,175
Delinquent Taxes	117	377	102	912	133	1,641	1,954	313
Jury Fees	10,599	4,852	5,627	5,657	6,081	32,816	65,000	32,184
Other Revenue	67,336	91	-	115	79,744	147,286	275,660	128,374
Road & Bridge Pct. 1								
Current Taxes	216,448	210,750	460,103	16,810	8,189	912,300	940,490	28,190
Delinquent Taxes	546	1,754	472	4,262	620	7,654	9,126	1,472
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,386	-	-	-	78,386	667,500	589,114
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	299,752	525,000	225,248
Sales, Rentals & Services	-	-	-	-	1,041	1,041	-	(1,041)
Fines and Forfeitures	43,866	17,713	22,073	28,412	28,277	140,341	215,000	74,659
Road & Bridge Pct. 2								
Current Taxes	216,448	210,750	460,103	16,810	8,189	912,300	940,490	28,190
Delinquent Taxes	546	1,755	471	4,262	620	7,654	9,126	1,472
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,386	-	-	-	78,386	667,500	589,114
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	299,752	525,000	225,248
Sales, Rentals & Services	-	-	-	-	6,135	6,135	-	(6,135)
Fines and Forfeitures	43,804	17,712	22,073	28,412	28,196	140,197	215,000	74,803
Road & Bridge Pct. 3								
Current Taxes	216,448	210,750	460,103	16,810	8,189	912,300	940,490	28,190
Delinquent Taxes	546	1,755	472	4,262	620	7,655	9,126	1,471
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,386	-	-	-	78,386	667,500	589,114
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	299,752	525,000	225,248
Sales, Rentals & Services	2,988	-	-	-	-	2,988	-	(2,988)
Fines and Forfeitures	43,904	17,712	22,072	28,412	28,196	140,296	215,000	74,704
Road & Bridge Pct. 4								
Current Taxes	216,448	210,750	460,103	16,810	8,189	912,300	940,490	28,190
Delinquent Taxes	546	1,755	472	4,262	620	7,655	9,126	1,471
Intergovernmental Revenue	-	-	-	-	-	-	11,000	11,000
Auto Registration Fees	-	78,386	-	-	-	78,386	667,500	589,114
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	299,752	525,000	225,248
Sales, Rentals & Services	14,719	1,666	-	71	5,173	21,629	-	(21,629)
Fines and Forfeitures	44,104	17,713	22,073	28,412	28,196	140,498	215,000	74,502
Other Revenue	-	-	-	-	-	-	-	-

Jefferson County, Texas

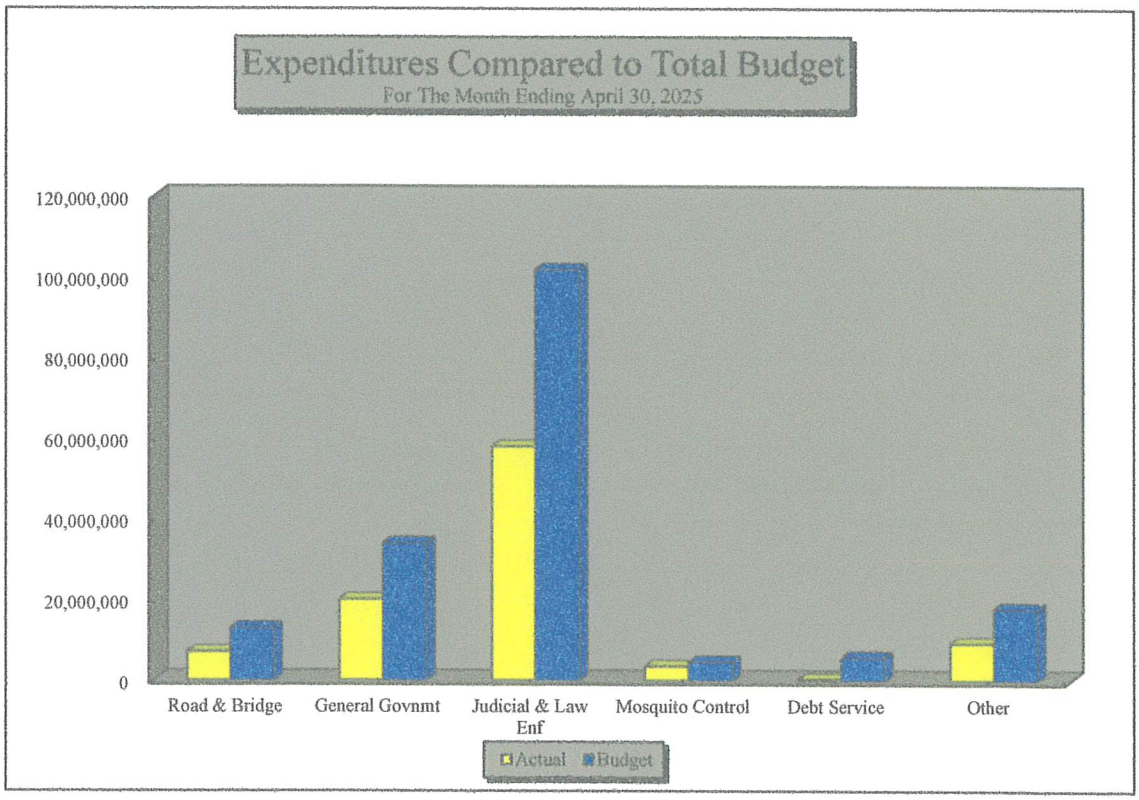
Statement of Revenues - Compared With Budget Allocation

For The Month Ending April 30, 2025

	October 2024 -December	January	February	March	April	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund								
Current Taxes	$ 285,718	$ 278,196	$ 607,351	$ 22,189	$ 10,809	$ 1,204,263	$ 1,241,478	$ 37,215
Delinquent Taxes	670	2,153	579	5,229	761	9,392	11,198	1,806
Licenses and Permits	1,250	390	830	1,220	2,320	6,010	4,000	(2,010)
Sales, Rentals & Services	500	-	-	500	500	1,500	2,000	500
Parks & Recreation								
Current Taxes	45,477	44,280	96,671	3,532	1,720	191,680	197,604	5,924
Delinquent Taxes	13	39	11	95	14	172	204	32
Sales, Rentals & Services	16,828	4,890	5,880	6,780	6,923	41,301	65,150	23,849
General Fund								
Current Taxes	22,540,818	21,947,450	47,915,104	1,750,564	852,762	95,006,698	97,932,568	2,925,870
Delinquent Taxes	57,878	186,167	50,029	452,164	65,782	812,020	968,262	156,242
Sales Taxes	5,631,245	3,556,513	3,920,891	3,736,230	3,135,807	19,980,686	32,700,000	12,719,314
Other Taxes	-	-	-	-	-	-	37,000	37,000
Licenses and Permits	66,938	26,805	31,570	32,334	36,198	193,845	379,000	185,155
Intergovernmental Revenue	172,569	290	57,538	186,873	22,386	439,656	1,343,000	903,344
Fees of Office	786,012	304,635	284,975	304,396	404,673	2,084,691	3,518,800	1,434,109
Other Sales, Rentals & Svcs.	1,057,158	549,642	313,962	324,782	44,076	2,289,620	3,585,150	1,295,530
Fines & Forfeitures	77,216	40,629	38,969	41,916	67,482	266,212	545,000	278,788
Interest	1,008,738	524,464	626,411	507,196	512,260	3,179,069	3,600,000	420,931
Other Revenue	-	-	-	-	-	-	-	-
Mosquito Control Fund								
Current Taxes	966,992	941,534	2,055,534	75,098	36,583	4,075,741	4,201,686	125,945
Delinquent Taxes	1,486	4,780	1,284	11,609	1,689	20,848	24,859	4,011
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Tobacco Settlement Fund								
Intergovernmental Revenue	-	-	-	-	225,423	225,423	-	(225,423)
Interest	29,821	12,369	11,047	9,321	10,595	73,153	80,000	6,847
Debt Service								
Current Taxes	1,330,301	1,295,281	2,827,824	103,313	50,328	5,607,047	5,554,525	(52,522)
Delinquent Taxes	5,756	12,172	3,574	27,800	4,965	54,267	54,019	(248)
Interest	11,762	12,426	21,734	18,753	19,992	84,667	71,250	(13,417)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
Total	$ 35,682,110	$ 31,249,947	$ 61,026,293	$ 8,077,462	$ 5,914,460	$ 141,950,272	$ 166,038,079	$ 24,087,807

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 58% of Budget Expended
For The Month Ending April 30, 2025

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 330,653	$ 633,247	$ 302,594	47.78%
Road & Bridge Funds	6,262,616	11,174,421	4,911,805	43.96%
Engineering Fund	683,179	1,463,807	780,628	53.33%
Parks & Recreation Fund	117,960	264,728	146,768	55.44%
General Fund:				
General Government	20,025,208	33,919,589	13,894,381	40.96%
Judicial	13,114,138	24,406,503	11,292,365	46.27%
Law Enforcement	44,490,796	76,694,289	32,203,493	41.99%
Education	259,396	512,699	253,303	49.41%
Health & Welfare	4,982,984	9,819,872	4,836,888	49.26%
Maintenance	2,465,280	4,434,738	1,969,458	44.41%
Other	1,262,729	2,649,893	1,387,164	52.35%
Mosquito Control Fund	3,486,378	4,533,094	1,046,716	23.09%
Tobacco Settlement	250,000	250,000	-	-
Debt Service Funds	286,430	5,672,850	5,386,420	94.95%
	$ 98,017,747	$ 176,429,730	$ 78,411,983	44.44%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending April 30, 2025

	October 2024 December	January	February	March	April	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 138,353	$ 46,173	$ 20,868	$ 47,884	$ 72,188	$ 5,187	$ 330,653	$ 633,247	$ 302,594
Road & Brdg Pct. 1	324,806	155,006	148,510	114,031	178,623	428,181	1,349,157	2,592,540	1,243,383
Road & Brdg Pct. 2	1,009,660	196,078	146,016	157,151	141,457	200,696	1,851,058	2,859,877	1,008,819
Road & Brdg Pct. 3	591,236	213,971	149,271	197,275	151,038	127,312	1,430,103	2,706,969	1,276,866
Road & Brdg Pct. 4	405,031	202,320	149,922	151,988	116,302	606,735	1,632,298	3,015,035	1,382,737
Engineering	268,839	132,938	92,228	92,217	94,206	2,751	683,179	1,463,807	780,628
Parks & Recreation	30,618	13,106	25,099	25,075	12,910	11,152	117,960	264,728	146,768
Tax Assessor/Coll.	1,031,629	456,459	314,257	327,431	324,878	47,656	2,502,310	5,028,035	2,525,725
Human Resources	141,279	55,098	38,590	39,003	38,934	3,417	316,321	605,061	288,740
County Auditor	420,272	212,541	141,201	138,274	143,375	1,926	1,057,589	1,959,962	902,373
County Clerk	549,909	266,750	187,397	204,034	201,138	6,012	1,415,240	2,775,907	1,360,667
County Judge	231,578	105,462	77,448	76,182	84,995	2,331	577,996	1,195,416	617,420
Risk Management	79,737	35,772	16,196	8,715	8,606	-	149,026	389,355	240,329
County Treasurer	88,522	42,815	29,878	30,289	29,817	196	221,517	402,067	180,550
Printing Department	27,543	13,891	8,649	7,947	10,993	17,302	86,325	169,184	82,859
Purchasing Department	151,971	73,160	52,710	49,143	48,685	18,629	394,298	722,788	328,490
General Services	3,909,288	872,427	2,828,219	1,094,002	889,132	129,004	9,722,072	15,374,694	5,652,622
MIS	1,816,788	281,017	240,268	186,065	190,175	59,491	2,773,804	4,048,517	1,274,713
Voter's Registration	34,647	13,000	9,416	9,839	11,201	2,556	80,659	188,072	107,413
Elections	500,586	67,611	10,506	43,170	56,596	49,582	728,051	1,060,531	332,480
District Attorney	1,947,158	927,373	638,857	633,125	613,662	10,611	4,770,786	8,780,981	4,010,195
District Clerk	589,628	285,567	200,086	192,926	206,505	10,148	1,484,860	2,623,850	1,138,990
Criminal Dist. Court	340,697	234,256	152,045	164,903	231,244	494	1,123,639	1,987,303	863,664
58th Dist. Court	80,331	39,983	27,084	26,920	26,830	280	201,428	375,119	173,691
60th Dist. Court	86,299	42,456	28,797	28,688	28,806	74	215,120	404,440	189,320
136th Dist. Court	86,089	42,208	29,440	28,779	28,711	-	215,227	390,667	175,440
172nd Dist. Court	86,531	41,832	29,474	28,367	29,477	99	215,780	375,864	160,084
252nd Dist. Court	282,365	113,598	110,631	109,749	116,457	259	733,059	1,445,739	712,680
279th Dist. Court	164,342	62,156	61,158	50,214	62,616	480	400,966	718,030	317,064
317th Dist. Court	96,614	41,075	33,060	34,479	35,497	660	241,385	624,479	383,094
J.P. Pct. 1 Pl 1	100,678	51,584	35,747	35,749	35,465	537	259,760	471,448	211,688
J.P. Pct. 1 Pl 2	110,956	54,420	37,521	37,320	37,097	92	277,406	484,810	207,404
J.P. Pct. 2	106,199	51,728	33,266	33,806	34,197	350	259,546	463,389	203,843
J.P. Pct. 4	110,845	54,501	37,618	37,020	36,958	-	276,942	481,073	204,131
J.P. Pct. 6	100,239	49,761	33,457	34,962	33,535	99	252,053	473,782	221,729
J.P. Pct. 7	108,803	53,378	35,576	35,283	35,287	-	268,327	484,086	215,759
J.P. Pct. 8	58,825	38,797	32,560	30,955	33,422	174	194,733	470,011	275,278
Cnty. Court at Law 1	134,291	66,986	39,558	39,118	45,172	89	325,214	601,838	276,624
Cnty. Court at Law 2	142,931	67,038	51,025	49,184	69,874	74	380,126	798,053	417,927
Cnty. Court at Law 3	198,740	91,486	68,834	63,886	77,763	-	500,709	994,914	494,205
Court Master	134,623	56,799	48,273	46,004	46,502	442	332,643	609,736	277,093

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending April 30, 2025

	October 2024 December	January	February	March	April	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 72,496	$ 37,877	$ 23,343	$ 24,620	$ 24,424	$ 1,669	$ 184,429	$ 346,891	$ 162,462
Comm. Supervision	1,164	520	1,036	2,099	3,778	-	8,597	19,319	10,722
Sheriff's Dept.	3,878,145	1,891,760	1,292,878	1,292,835	1,491,135	486,241	10,332,994	18,752,320	8,419,326
Crime Lab	356,908	181,827	116,765	108,598	107,961	12,586	884,645	2,070,108	1,185,463
Jail	9,838,641	4,174,697	3,248,847	3,285,751	3,222,990	4,196,410	27,967,336	45,361,610	17,394,274
Juvenile Probation	407,077	197,907	132,703	127,183	130,235	3,725	998,830	1,979,891	981,061
Juvenile Detention	503,166	255,529	190,547	161,977	193,229	92,559	1,397,007	2,768,767	1,371,760
Constable Pct. 1	203,195	102,268	67,115	66,633	70,887	3,375	513,473	926,671	413,198
Constable Pct. 2	125,130	62,391	42,478	43,977	42,830	57,886	374,692	632,611	257,919
Constable Pct. 4	129,386	64,939	30,962	32,373	35,330	6,422	299,412	582,711	283,299
Constable Pct. 6	140,231	78,793	54,170	54,245	54,638	8,301	390,378	727,715	337,337
Constable Pct. 7	134,764	66,372	45,702	47,465	45,784	58,032	398,119	668,400	270,281
Constable Pct. 8	133,899	64,629	42,269	41,424	41,944	742	324,907	604,166	279,259
County Morgue	98,767	60,386	226,350	94,610	120,293	-	600,406	1,600,000	999,594
Agriculture Ext.	100,989	50,205	35,069	33,988	37,860	1,285	259,396	512,699	253,303
Public Health # 1	374,739	153,680	111,475	113,212	109,904	1,970	864,980	1,679,267	814,287
Public Health # 2	340,262	134,285	98,031	100,483	94,761	6,114	773,936	1,545,265	771,329
Nurse Practitioner	94,325	44,695	30,591	32,708	33,281	8,202	243,802	437,956	194,154
Child Welfare	47,500	-	-	-	4,199	-	51,699	95,000	43,301
Env. Control	100,963	47,520	34,279	34,277	36,128	15	253,182	522,705	269,523
Ind. Medical Svcs.	282,603	82,465	1,954,380	105,152	117,844	98,408	2,640,852	5,234,471	2,593,619
Emergency Mgmt.	56,789	33,238	22,264	20,816	20,714	712	154,533	305,208	150,675
Beaumont Maintenance	500,043	196,420	210,674	192,848	282,944	359,384	1,742,313	3,159,506	1,417,193
Port Arthur Maint.	196,520	88,865	67,774	68,262	65,361	88,943	575,725	994,121	418,396
Mid-County Maint.	38,003	20,315	18,663	16,608	16,077	37,576	147,242	281,111	133,869
Service Center	270,765	175,084	105,234	115,760	127,466	290,815	1,085,124	1,544,331	459,207
Veteran Service	63,254	34,434	23,546	27,990	27,760	621	177,605	415,299	237,694
Mosquito Control	333,925	1,628,331	164,243	143,374	218,201	998,304	3,486,378	4,533,094	1,046,716
Tobacco Settlement	250,000	-	-	-	-	-	250,000	250,000	-
Debt Service Funds	-	286,430	-	-	-	-	286,430	5,672,850	5,386,420
Contingency	-	-	-	-	-	-	-	690,263	690,263
Total	$ 35,893,125	$ 16,138,439	$ 14,842,104	$ 11,130,420	$ 11,448,284	$ 8,565,375	$ 98,017,747	$ 176,429,730	$ 78,411,983

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending April 30, 2025

Issue	Beginning Amount Outstanding	2024-2025 Requirements				2024-2025 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	$ 4,465,000	$ 4,465,000	$ 133,950	$ 2,500	$ 4,601,450	$ -	$ 66,975	$ 1,400	$ 68,375	$ 4,465,000
2019 Certificates of Obligation	12,640,000	635,000	433,900	2,500	1,071,400	-	216,950	1,105	218,055	12,640,000
	$ 17,105,000	$ 5,100,000	$ 567,850	$ 5,000	$ 5,672,850	$ -	$ 283,925	$ 2,505	$ 286,430	$ 17,105,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending April 30, 2025

Fund		Transfers In		Transfers Out	
120	General Fund	-		910,000	(a)
120	General Fund	-		318,551	(b)
217	Cybersecurity Grant	17,250	(b)	-	
230	Commuity Supervision Fund	-		276,783	(a)
233	Mentally Impaired Offender	1,922	(a)	-	
237	Community Corrections Program	89,528	(a)	-	
239	Drug Diversion Program	185,333	(a)	-	
241	Sheriff Department Grants	2,939	(b)	-	
245	Crime Victim's Clearing	147,964	(b)	-	
257	Auto Theft Grant	18,013	(b)	-	
263	VAWA Fund	27,763	(b)	-	
312	CETRZ Grant	34,822	(b)		
550	SETEC Fund	910,000	(a)	-	
876	Sheriff-Spindletop Grant	69,800	(b)	-	
		$1,505,334		$1,505,334	

(a) Budgeted Transfer
(b) Grant Match

NAME	AMOUNT	CHECK NO.[305]	TOTAL
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	10.42	528522	
M&D SUPPLY	72.15	528548	
MARTIN MARIETTA MATERIALS	12,696.81	528654	
GULF COAST	535.95	528675	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			13,414.33**
ROAD & BRIDGE PCT.#2			
CERTIFIED LABORATORIES	487.00	528530	
RITTER @ HOME	37.99	528554	
SETZER HARDWARE, INC.	8.91	528557	
ACE IMAGEWEAR	19.92	528559	
SMART'S TRUCK & TRAILER, INC.	7.72	528560	
BUMPER TO BUMPER	20.49	528617	
CENTERPOINT ENERGY RESOURCES CORP	63.62	528618	
MARTIN PRODUCT SALES LLC	526.40	528624	
NEW WAVE WELDING TECHNOLOGY	27.00	528630	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			1,298.05**
ROAD & BRIDGE PCT. # 3			
ABLE FASTENER, INC.	19.52	528522	
ENTERGY	257.13	528541	
SEABREEZE CULVERT, INC.	3,508.80	528556	
ACE IMAGEWEAR	110.64	528559	
S.E. TEXAS BUILDING SERVICE	325.00	528561	
SOUTHERN TIRE MART, LLC	92.00	528571	
LOWE'S HOME CENTERS, INC.	371.14	528606	
ALL SERV INDUSTRIAL LLC	288.90	528632	
ON TIME TIRE	1,490.58	528642	
SAM'S CLUB DIRECT	86.96	528644	
O'REILLY AUTO PARTS	203.34	528668	
GERALD T PELTIER JR	200.00	528676	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	634.48	528705	
STEWART & STEVENSON POWER PRODUCTS	5,719.00	528708	
			13,307.49**
ROAD & BRIDGE PCT.#4			
A-1 RENTAL	90.00	528520	
CINTAS, INC.	119.41	528531	
SMART'S TRUCK & TRAILER, INC.	442.91	528560	
UNITED STATES POSTAL SERVICE	5.52	528598	
EVERETT D ALFRED	150.50	528610	
SAM'S CLUB DIRECT	160.45	528644	
CINTAS CORPORATION	148.22	528656	
O'REILLY AUTO PARTS	5.93	528668	
GULF COAST	309.15	528675	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
NORTH & EAST TX CTY JUDGES & COMM	250.00	528688	
			1,781.09**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	528686	
MICHELLE FALGOUT	341.00	528696	
			616.00**
PARKS & RECREATION			
ENTERGY	627.19	528541	
COUNTY HOME AND RANCH LP	8.95	528639	
			636.14**
GENERAL FUND			
TAX OFFICE			
UNITED STATES POSTAL SERVICE	1,211.65	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	528686	
PREFERRED FACILITIES GROUP-USA, LLC	16,838.93	528691	
ODP BUSINESS SOLUTIONS, LLC	865.24	528702	
			19,311.82*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.[306]	TOTAL
MOORMAN & ASSOCIATES, INC.	1,020.00	528550	
CDW COMPUTER CENTERS, INC.	357.93	528574	
UNITED STATES POSTAL SERVICE	9.04	528598	
BAPTIST PHYSICIAN NETWORK	360.00	528600	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			1,845.97*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	1.38	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	528686	
			212.38*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	265.99	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	528686	
			674.99*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	83.00	528538	
UNITED STATES POSTAL SERVICE	16.71	528598	
ROCKY LAWDERMILK	500.00	528607	
ROCKY LAWDERMILK	1,800.00	528608	
THE YOES LAW FIRM, LLP	500.00	528619	
KIMBERLY PHELAN, P.C.	450.00	528621	
KIMBERLY PHELAN, P.C.	2,250.00	528622	
HARVEY L WARREN III	1,350.00	528635	
THOMSON REUTERS-WEST	137.38	528647	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
WALDEN LAW PLLC	500.00	528730	
			7,686.09*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	.69	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.69*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	208.59	528598	
			208.59*
PRINTING DEPARTMENT			
CINTAS CORPORATION	123.96	528656	
FUNCTION 4 LLC	571.25	528659	
			695.21*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	68.82	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
CITIBANK NA	220.00	528710	
			387.82*
GENERAL SERVICES			
SPINDLETOP MHMR	38,220.33	528547	
SOUTHEAST TEXAS WATER	67.45	528563	
			38,287.78*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	84.91	528574	
MARY HELM	1,334.78	528637	
SHELDON JENKINS	458.50	528678	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
ODP BUSINESS SOLUTIONS, LLC	106.64	528702	
			2,083.83*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	356.94	528598	
			356.94*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	88.75	528598	
PENSKE TRUCK LEASING CO LP	1,990.09	528612	
AMG PRINTING & MAILING LLC	3,081.03	528662	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	

NAME	AMOUNT	CHECK NO.307	TOTAL
JOHN ADAMS JR	273.70	528717	
PAMELA VICKERS	53.20	528718	
DANNY MILLER	53.90	528719	
RODNEY PACETTI	371.70	528732	
			6,011.37*
DISTRICT ATTORNEY			
CLERK - SUPREME COURT	7,719.00	528565	
UNITED STATES POSTAL SERVICE	96.78	528598	
FUNCTION 4 LLC	550.00	528659	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	528686	
			8,873.78*
DISTRICT CLERK			
KIRKSEY'S SPRINT PRINTING	25.95	528546	
UNITED STATES POSTAL SERVICE	250.97	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
AERIALINK	203.52	528726	
			579.44*
CRIMINAL DISTRICT COURT			
DAVID GROVE	8,750.00	528526	
DONALD W. DUESLER & ASSOC.	8,750.00	528535	
MARSHA NORMAND	8,750.00	528551	
KEVIN S. LAINE	4,375.00	528573	
JOHN D WEST	8,750.00	528579	
UNITED STATES POSTAL SERVICE	.69	528598	
LANGSTON ADAMS	8,750.00	528609	
JASON ROBERT NICKS	4,375.00	528634	
JENNIFER DELAGE	800.00	528657	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	528686	
ODP BUSINESS SOLUTIONS, LLC	202.75	528702	
CITIBANK NA	263.00	528710	
BENJAMIN ALAN JEFFERIES	800.00	528714	
RAEGAN MINALDI	8,750.00	528724	
			63,514.44*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.69	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.69*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00*
136TH DISTRICT COURT			
LEXIS-NEXIS	227.79	528599	
			227.79*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00*
252ND DISTRICT COURT			
MIKE VAN ZANDT	8,750.00	528568	
KEVIN S. LAINE	4,375.00	528573	
CHARLES ROJAS	8,750.00	528576	
UNITED STATES POSTAL SERVICE	50.98	528598	
SUMMER TANNER	3,063.50	528626	
LAURIE PEROZZO	1,819.00	528633	
JASON ROBERT NICKS	4,375.00	528634	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
BENJAMIN ALAN JEFFERIES	900.00	528714	
			32,182.48*
279TH DISTRICT COURT			
RANDY SHELTON	1,612.18	528558	
CHARLES ROJAS	110.00	528576	
THOMSON REUTERS-WEST	63.00	528647	
SHELANDER LAW OFFICE	330.00	528695	
THE LAW OFFICE OF CHRISTY L CAUTHEN	2,211.72	528716	
			4,326.90*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO.[308]	TOTAL
MSC SYSTEMS	153.50	528572	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			252.50*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	66.11	528598	
THOMSON REUTERS-WEST	137.38	528647	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			302.49*
JUSTICE COURT-PCT 1 PL 2			
HERNANDEZ OFFICE SUPPLY, INC.	213.99	528542	
UNITED STATES POSTAL SERVICE	57.96	528598	
			271.95*
JUSTICE COURT-PCT 4			
DEPARTMENT OF INFORMATION RESOURCES	.06	528578	
			.06*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	25.53	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			124.53*
JUSTICE COURT-PCT 7			
DEPARTMENT OF INFORMATION RESOURCES	.05	528578	
			.05*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00*
COUNTY COURT AT LAW NO.1			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	350.00	528523	
DAVID GROVE	425.00	528526	
JACK LAWRENCE	425.00	528527	
A. MARK FAGGARD	250.00	528539	
JOHN EUGENE MACEY	350.00	528549	
NATHAN REYNOLDS, JR.	350.00	528553	
CHARLES ROJAS	350.00	528576	
UNITED STATES POSTAL SERVICE	21.67	528598	
LANGSTON ADAMS	350.00	528609	
JOEL WEBB VAZQUEZ	300.00	528616	
JENNIFER DELAGE	350.00	528657	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
LAW OFFICE OF GILES R COLE & ASSOC	350.00	528693	
THE LAW OFFICE OF CHRISTY L CAUTHEN	400.00	528716	
			4,370.67*
COUNTY COURT AT LAW NO. 3			
THOMAS J. BURBANK PC	350.00	528528	
A. MARK FAGGARD	250.00	528539	
NATHAN REYNOLDS, JR.	400.00	528553	
UNITED STATES POSTAL SERVICE	7.59	528598	
LANGSTON ADAMS	350.00	528609	
LAURIE PEROZZO	700.00	528633	
JENNIFER DELAGE	975.00	528657	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	528693	
			3,282.59*
COURT MASTER			
SOUTHEAST TEXAS WATER	46.70	528562	
UNITED STATES POSTAL SERVICE	1.38	528598	
LAWRENCE E THORNE III	1,880.94	528636	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			2,028.02*
MEDIATION CENTER			
ODP BUSINESS SOLUTIONS, LLC	424.77	528702	
			424.77*
COMMUNITY SUPERVISION			

NAME	AMOUNT	CHECK NO.[309]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	528686	
			396.00*
SHERIFF'S DEPARTMENT			
A-1 TINT AND ACCESSORIES	5,550.00	528521	
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	528537	
FED EX	32.74	528540	
CASH ADVANCE ACCOUNT	1,141.30	528545	
KIRKSEY'S SPRINT PRINTING	24.95	528546	
DEPARTMENT OF INFORMATION RESOURCES	537.30	528578	
VERIZON WIRELESS	3,837.23	528595	
UNITED STATES POSTAL SERVICE	2,698.83	528598	
FIVE STAR FEED	335.90	528613	
RITA HURT	550.00	528641	
GALLS LLC	1,303.92	528653	
3L PRINTING COMPANY	40.00	528655	
TND WORKWEAR CO LLC	435.80	528660	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	528686	
ODP BUSINESS SOLUTIONS, LLC	1,371.80	528702	
AMAZON CAPITAL SERVICES	1,700.55	528709	
BEAUMONT OCCUPATIONAL SERVICES	692.50	528712	
			20,818.82*
CRIME LABORATORY			
VERSATERM PUBLIC SAFETY US INC	24,939.84	528625	
ALDINGER COMPANY	1,429.10	528646	
AIRGAS USA, LLC	365.92	528669	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
ODP BUSINESS SOLUTIONS, LLC	181.70	528702	
			27,015.56*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	732.60	528519	
CITY OF BEAUMONT - WATER DEPT.	34,598.75	528532	
LOWE'S HOME CENTERS, INC.	294.44	528606	
TEXAS GAS SERVICE	898.90	528611	
MONUMENT CONSTRUCTORS	279,301.20	528620	
THOMSON REUTERS-WEST	3,877.73	528647	
GALLS LLC	623.25	528653	
FERGUSON ENTERPRISES INC	2,350.18	528661	
CORRHEALTH PLLC	3,651.80	528663	
ACME SUPPLY CO LTD	2,600.00	528667	
TRINITY SERVICES GROUP INC	49,285.58	528674	
BOEING DISTRIBUTION, INC	756.47	528680	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	528686	
I-CON SYSTEMS INC	411.14	528689	
ALPHAGRAPHICS US809	191.18	528692	
WALMART CAPITAL ONE	475.44	528697	
CITIBANK NA	16.74	528710	
			380,883.40*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	190.33	528545	
UNITED STATES POSTAL SERVICE	19.21	528598	
JUVENILE JUSTICE ASSOC. OF TEXAS	125.00	528603	
JUVENILE JUSTICE ASSOC. OF TEXAS	85.00	528605	
CHARITY HIGHTOWER	247.10	528666	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	528686	
			963.64*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	6,389.99	528532	
S.E. TEXAS BUILDING SERVICE	2,250.00	528561	
JUVENILE JUSTICE ASSOC. OF TEXAS	185.00	528604	
BEN E KEITH COMPANY	7,254.29	528614	
CENTERPOINT ENERGY RESOURCES CORP	425.36	528618	
A1 FILTER SERVICE COMPANY	299.00	528640	
BIG THICKET PLUMBING INC	682.50	528664	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
FLOWERS BAKING COMPANY OF HOUSTON	119.70	528704	
BAK GLOBAL LLC	200.00	528711	
			17,904.84*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.[310]	TOTAL
UNITED STATES POSTAL SERVICE	46.44	528598	
HARRIS COUNTY TOLL ROAD AUTHORITY	30.03	528665	
RMA TOLL PROCESSING	30.56	528673	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			206.03*
CONSTABLE-PCT 2			
CITIBANK NA	7.68	528710	
			7.68*
CONSTABLE-PCT 4			
CARPENTER'S TIME CENTER INC.	243.00	528529	
ODP BUSINESS SOLUTIONS, LLC	110.56	528702	
			353.56*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	6.77	528598	
			6.77*
CONSTABLE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00*
COUNTY MORGUE			
FORENSIC MEDICAL	91,200.00	528672	
			91,200.00*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	216.88	528545	
UNITED STATES POSTAL SERVICE	19.57	528598	
TYLER FITZGERALD	199.45	528671	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	528686	
CITIBANK NA	45.00	528710	
			691.90*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	900.00	528533	
UNITED STATES POSTAL SERVICE	140.30	528598	
THOMSON REUTERS-WEST	161.89	528647	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	528686	
EZEA D EDE MD	3,490.91	528687	
LISA WASHINGTON	239.40	528707	
			5,130.50*
HEALTH AND WELFARE NO. 2			
THOMSON REUTERS-WEST	161.90	528647	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	528686	
EZEA D EDE MD	3,490.91	528687	
ODP BUSINESS SOLUTIONS, LLC	250.14	528702	
			4,100.95*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	528694	
			1,000.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
NATIONAL ENVIRONMENTAL HEALTH ASSOC	130.00	528698	
			229.00*
EMERGENCY MANAGEMENT			
WALMART CAPITAL ONE	111.67	528697	
CITIBANK NA	600.00	528710	
			711.67*
MAINTENANCE-BEAUMONT			
SANITARY SUPPLY, INC.	2,453.82	528555	
ACE IMAGEWEAR	279.43	528559	
AT&T	828.77	528564	
DEPARTMENT OF INFORMATION RESOURCES	1.75	528578	
MARSH WATERPROOFING & BUILDING	26,600.00	528596	
A1 FILTER SERVICE COMPANY	927.50	528640	
JCN OIL SERVICE	140.00	528679	

NAME	AMOUNT	CHECK NO.311	TOTAL
AT&T CORP	11,637.77	528690	
ODP BUSINESS SOLUTIONS, LLC	113.80	528702	
CITIBANK NA	197.95	528710	
			43,180.79*
MAINTENANCE-PORT ARTHUR			
DRAGO HARDWARE CO.	1.85	528534	
WHITE REPROGRAPHICS	108.00	528569	
SOLAR	7.86	528602	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
PARKER'S BUILDING SUPPLY	12.18	528706	
			228.89*
MAINTENANCE-MID COUNTY			
RITTER @ HOME	36.98	528554	
ACE IMAGEWEAR	41.21	528559	
CENTERPOINT ENERGY RESOURCES CORP	116.42	528618	
			194.61*
SERVICE CENTER			
ACTION AUTO GLASS	367.99	528524	
SPIDLE & SPIDLE	8,908.97	528525	
CINTAS, INC.	182.46	528531	
J.K. CHEVROLET CO.	4,943.16	528543	
S.E. TEXAS AUTO EQUIPMENT	3,851.58	528570	
JEFFERSON CTY. TAX OFFICE	7.50	528580	
JEFFERSON CTY. TAX OFFICE	7.50	528581	
JEFFERSON CTY. TAX OFFICE	7.50	528582	
JEFFERSON CTY. TAX OFFICE	7.50	528583	
JEFFERSON CTY. TAX OFFICE	7.50	528584	
JEFFERSON CTY. TAX OFFICE	7.50	528585	
JEFFERSON CTY. TAX OFFICE	7.50	528586	
JEFFERSON CTY. TAX OFFICE	7.50	528587	
JEFFERSON CTY. TAX OFFICE	7.50	528588	
JEFFERSON CTY. TAX OFFICE	7.50	528589	
JEFFERSON CTY. TAX OFFICE	7.50	528590	
JEFFERSON CTY. TAX OFFICE	7.50	528591	
JEFFERSON CTY. TAX OFFICE	16.75	528592	
JEFFERSON CTY. TAX OFFICE	16.75	528593	
MODICA BROS. TIRES & WHEELS	1,592.20	528601	
PETROLEUM SOLUTIONS, INC.	2,854.50	528615	
BUMPER TO BUMPER	1,039.08	528617	
AIRPORT GULF TOWING LLC	125.00	528623	
AMERICAN TIRE DISTRIBUTORS	599.96	528631	
MIGHTY OF SOUTHEAST TEXAS	359.00	528638	
ADVANCE AUTO PARTS	45.24	528645	
SILSBEE FORD INC	1,427.00	528649	
1800RADIATOR & AC	397.00	528651	
CINTAS CORPORATION	61.52	528656	
MIDNIGHT AUTO	587.45	528658	
O'REILLY AUTO PARTS	293.58	528668	
CITIBANK NA	354.50	528710	
TOWN AND COUNTRY FORD	1,490.04	528715	
			29,603.73*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	1.25	528598	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
PANORAMIC SOFTWARE INC	2,475.00	528722	
			2,575.25*
			826,623.22**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	247.97	528544	
M&D SUPPLY	49.49	528548	
ACE IMAGEWEAR	76.70	528559	
UNITED PARCEL SERVICE	27.75	528567	
CENTERPOINT ENERGY RESOURCES CORP	97.44	528618	
LJA ENGINEERING INC	797.50	528643	
O'REILLY AUTO PARTS	15.64	528668	
AERO PERFORMANCE	703.32	528703	
CITIBANK NA	29.99	528710	
			2,045.80**
J.C. FAMILY TREATMENT			

NAME	AMOUNT	CHECK NO.[312]	TOTAL
CASH ADVANCE ACCOUNT	2,731.49	528545	
MARY BEVIL	1,270.50	528682	
MARY BEVIL	20.00	528683	
BEAUMONT OCCUPATIONAL SERVICES	75.90	528712	
			4,097.89**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,969.25	528677	
			10,969.25**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	3,375.16	528647	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			3,474.16**
EMPG GRANT			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	528686	
			275.00**
JUVENILE PROB & DET. FUND			
VICTORIA COUNTY JUVENILE SERVICES	7,500.00	528629	
RITE OF PASSAGE	6,825.00	528681	
ATASCOSA COUNTY	250.00	528729	
			14,575.00**
GRANT A STATE AID			
PEGASUS SCHOOL	13,640.40	528552	
BI INCORPORATED	1,277.60	528577	
VICTORIA COUNTY JUVENILE SERVICES	238.00	528629	
BURKE CENTER	5,930.70	528652	
			21,086.70**
COMMUNITY SUPERVISION FND			
TEXAS CORRECTIONS ASSOCIATION	325.00	528566	
UNITED STATES POSTAL SERVICE	134.83	528598	
REDWOOD TOXICOLOGY LABORATORY, INC	657.40	528627	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
ODP BUSINESS SOLUTIONS, LLC	360.26	528702	
			1,576.49**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
			99.00**
HOTEL OCCUPANCY TAX FUND			
CINTAS, INC.	181.09	528531	
ENTERGY	1,573.83	528541	
M&D SUPPLY	263.97	528548	
DEPARTMENT OF INFORMATION RESOURCES	3.68	528578	
AT&T CORP	265.00	528690	
GEORGE WEST	11.20	528699	
ODP BUSINESS SOLUTIONS, LLC	162.66	528702	
MASSEY SERVICES INC	25.00	528725	
			2,486.43**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	528686	
			198.00**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	9,000.00	528648	
			9,000.00**
AIRPORT FUND			
EASTEX RUBBER & GASKET	214.24	528536	
SANITARY SUPPLY, INC.	310.99	528555	
LOWE'S HOME CENTERS, INC.	62.15	528606	
CENTERPOINT ENERGY RESOURCES CORP	177.54	528618	
TITAN AVIATION FUELS	56,144.59	528670	

NAME	AMOUNT	CHECK NO.[313]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	528686	
CHARTER COMMUNICATIONS	125.65	528700	
UNIVERSAL CLIMATE CONTROL LLC	541.44	528713	
			57,675.60**
SE TX EMP. BENEFIT POOL			
ALLSTATE BENEFITS	11.82	528720	
CHUBB	41.92	528721	
RETIREE FIRST	209,403.31	528723	
LIVINITI LLC	244,590.98	528728	
LANTERN SPECIALTY CARE	26,553.96	528731	
			480,601.99**
SHERIFF'S FORFEITURE FUND			
WALMART CAPITAL ONE	151.56	528697	
			151.56**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	20,260.15	528500	
CLEAT	5,299.00	528501	
JEFFERSON CTY. TREASURER	13,686.07	528502	
INTERNAL REVENUE SERVICE	208.00	528503	
JEFFERSON CTY. COMMUNITY SUP.	5,848.43	528504	
JEFFERSON CTY. TREASURER - HEALTH	583,634.09	528505	
JEFFERSON CTY. TREASURER - PAYROLL	2,143,278.13	528506	
JEFFERSON CTY. TREASURER - PAYROLL	725,871.40	528507	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,945.61	528508	
JEFFERSON CTY. TREASURER - TCDRS	853,844.76	528509	
JEFFERSON COUNTY TREASURER	3,606.43	528510	
JEFFERSON COUNTY - TREASURER -	11,106.95	528511	
NECHES FEDERAL CREDIT UNION	30,812.43	528512	
DEPARTMENT OF CHILDREN AND FAMILY	126.00	528513	
JEFFERSON COUNTY - NATIONWIDE	70,232.19	528514	
SBA - U S DEPARTMENT OF TREASURY	296.15	528515	
ALLSTATE BENEFITS	8,961.34	528516	
SECURIAN LIFE INSURANCE COMPANY	1,129.29	528517	
CHUBB	5,384.43	528518	
			4,486,530.85**
LANGUAGE ACCESS FUND			
ERIKA BURGE	200.00	528727	
			200.00**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	484.48	528544	
RITTER @ HOME	21.73	528554	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	528575	
VERIZON WIRELESS	151.96	528594	
BUMPER TO BUMPER	28.61	528617	
THE DINGO GROUP-PETE JORGENSON MARI	248.29	528628	
ARROW AVIATION CO LLC	3,850.00	528650	
			4,845.07**
SHERIFF - COMMISSARY			
CDW COMPUTER CENTERS, INC.	257.04	528574	
AMAZON CAPITAL SERVICES	73.25	528709	
			330.29**
SHERIFF-SPINDLETOP GRANT			
HERNANDEZ OFFICE SUPPLY, INC.	1,439.00	528542	
			1,439.00**
			5,959,433.40***

NAME	AMOUNT	CHECK NO.[314]	TOTAL
JURY FUND			
DAWN DONUTS	43.50	528435	
CHAPMAN VENDING	145.85	528460	
			189.35**
ROAD & BRIDGE PCT.#1			
ENTERGY	625.92	528332	
M&D SUPPLY	221.53	528342	
ACE IMAGEWEAR	76.49	528356	
SOUTHERN TIRE MART, LLC	25.00	528369	
ADVANCE AUTO PARTS	58.24	528422	
REPUBLIC SERVICES # 862	73.61	528434	
PATHMARK TRAFFIC EQUIPMENT, LLC	2,158.55	528468	
TRIANGLE EQUIPMENT II LLC	260.00	528491	
			3,499.34**
ROAD & BRIDGE PCT.#2			
SETZER HARDWARE, INC.	44.22	528355	
ACE IMAGEWEAR	19.92	528356	
SMART'S TRUCK & TRAILER, INC.	209.12	528358	
S.E. TEXAS BUILDING SERVICE	460.00	528359	
AT&T	100.28	528364	
BUMPER TO BUMPER	409.18	528391	
NEW WAVE WELDING TECHNOLOGY	70.06	528402	
DOGGETT HEAVY MACHINERY LLC	1,752.50	528409	
REPUBLIC SERVICES # 862	83.13	528434	
GULF COAST	9,698.40	528455	
			12,846.81**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,082.24	528307	
CITY OF PORT ARTHUR - WATER DEPT.	100.00	528318	
CITY OF PORT ARTHUR - WATER DEPT.	58.00	528319	
FARM & HOME SUPPLY	21.79	528325	
ENTERGY	38.07	528332	
ENTERGY	418.37	528333	
CENTERPOINT ENERGY RESOURCES CORP	108.13	528393	
SAM'S CLUB DIRECT	479.64	528420	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	1,371.36	528426	
REPUBLIC SERVICES # 862	73.61	528434	
ODP BUSINESS SOLUTIONS, LLC	264.71	528474	
			5,015.92**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	119.41	528317	
COASTAL WELDING SUPPLY INC	139.78	528321	
M&D SUPPLY	309.76	528342	
AT&T	57.14	528364	
ASCO	52.06	528423	
REPUBLIC SERVICES # 862	226.45	528434	
O'REILLY AUTO PARTS	216.80	528445	
WASHINGTON COUNTY TRACTOR, INC	365.00	528464	
			1,486.40**
ENGINEERING FUND			
VERIZON WIRELESS	125.69	528379	
			125.69**
PARKS & RECREATION			
ENTERGY	1,517.29	528332	
SANITARY SUPPLY, INC.	872.78	528353	
SUTHERLAND LUMBER CO.	534.00	528365	
LOWE'S HOME CENTERS, INC.	167.06	528384	
GFL ENVIRONMENTAL	789.19	528494	
			3,880.32**
GENERAL FUND			
TAX OFFICE			
THE LABICHE ARCHITECTURAL GROUP	800.00	528312	
ACE IMAGEWEAR	43.75	528356	
UNITED STATES POSTAL SERVICE	565.07	528382	

NAME	AMOUNT	CHECK NO.315	TOTAL
ROCHESTER ARMORED CAR CO INC	756.80	528411	
REPUBLIC SERVICES # 862	36.80	528434	
ODP BUSINESS SOLUTIONS, LLC	438.94	528474	
			2,641.36*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	22.04	528382	
			22.04*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	14.08	528382	
			14.08*
COUNTY CLERK			
FED EX	81.97	528326	
UNITED STATES POSTAL SERVICE	190.69	528382	
			272.66*
COUNTY JUDGE			
PHILLIP DOWDEN	500.00	528311	
CAYLA CALAMIA	1,800.00	528316	
JOHN EUGENE MACEY	500.00	528343	
KEVIN PAULA SEKALY PC	500.00	528354	
UNITED STATES POSTAL SERVICE	23.74	528382	
KIMBERLY PHELAN, P.C.	500.00	528395	
JOSHUA C HEINZ	500.00	528419	
BRITTANIE HOLMES	500.00	528421	
JAMES M BLACK	500.00	528446	
			5,323.74*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.63	528382	
			2.63*
COUNTY TREASURER			
TEXAS ASSN. OF COUNTIES	250.00	528366	
UNITED STATES POSTAL SERVICE	192.42	528382	
			442.42*
PRINTING DEPARTMENT			
PARKER BUSINESS FORMS	2,790.04	528406	
			2,790.04*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	362.13	528324	
PORT ARTHUR NEWS, INC.	47.00	528346	
UNITED STATES POSTAL SERVICE	2.76	528382	
CINDY GREENE	25.00	528398	
ODP BUSINESS SOLUTIONS, LLC	136.55	528474	
			573.44*
GENERAL SERVICES			
ROCHESTER ARMORED CAR CO INC	6,049.78	528411	
LJA ENGINEERING INC	736.91	528416	
INDUSTRIAL & COMMERCIAL MECHANICAL	563.55	528417	
			7,350.24*
DATA PROCESSING			
DELL MARKETING L.P.	11,957.38	528322	
CDW COMPUTER CENTERS, INC.	389.92	528371	
AMAZON CAPITAL SERVICES	83.99	528478	
			12,431.29*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	318.46	528382	
			318.46*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	56.58	528382	
			56.58*
DISTRICT ATTORNEY			
KIRKSEY'S SPRINT PRINTING	75.85	528340	

NAME	AMOUNT	CHECK NO.316	TOTAL
UNITED STATES POSTAL SERVICE	84.68	528382	
MCM ELEGANTE HOTEL	461.94	528394	
THOMSON REUTERS-WEST	540.52	528424	
KATHLEEN KENNEDY	598.00	528429	
ODP BUSINESS SOLUTIONS, LLC	194.89	528474	
ERIKA BURGE	400.00	528495	
			2,355.88*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	367.14	528382	
ODP BUSINESS SOLUTIONS, LLC	88.02	528474	
			455.16*
CRIMINAL DISTRICT COURT			
KIRKSEY'S SPRINT PRINTING	24.95	528340	
UNITED STATES POSTAL SERVICE	1.94	528382	
ADA V. CHRISTY, CSR	4,433.00	528387	
			4,459.89*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.69	528382	
			.69*
136TH DISTRICT COURT			
BAYLOR WORTHAM	288.00	528396	
			288.00*
252ND DISTRICT COURT			
TODD W LEBLANC	900.00	528306	
WENDELL RADFORD	800.00	528350	
UNITED STATES POSTAL SERVICE	49.04	528382	
ALLEN PARKER	8,750.00	528408	
BRITTANIE HOLMES	8,750.00	528421	
MATUSKA LAW FIRM	700.00	528428	
MARVIN LEWIS JR	8,750.00	528448	
ODP BUSINESS SOLUTIONS, LLC	42.69	528474	
			28,741.73*
279TH DISTRICT COURT			
ANITA F. PROVO	2,172.50	528348	
NATHAN REYNOLDS, JR.	946.00	528351	
ALICIA K HALL PLLC	770.00	528457	
SHELANDER LAW OFFICE	2,530.00	528461	
KELLEY BURNS	200.00	528475	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,922.40	528483	
JULIANNA NICKS	2,376.00	528488	
			10,916.90*
317TH DISTRICT COURT			
JACK LAWRENCE	700.00	528308	
THOMAS J. BURBANK PC	325.00	528315	
SOUTHEAST TEXAS WATER	38.45	528360	
KEVIN S. LAINE	325.00	528370	
KIMBERLY PHELAN, P.C.	325.00	528395	
BEAUMONT OCCUPATIONAL SERVICES	264.00	528480	
			1,977.45*
JUSTICE COURT-PCT 1 PL 1			
SOUTHEAST TEXAS WATER	46.02	528361	
UNITED STATES POSTAL SERVICE	151.67	528382	
			197.69*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	31.05	528382	
			31.05*
JUSTICE COURT-PCT 4			
POSTMASTER	1,290.00	528347	
AT&T	57.14	528364	
			1,347.14*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	65.70	528382	

NAME	AMOUNT	CHECK NO.317	TOTAL
DIRECTV, LLC	99.24	528466	
			164.94*
JUSTICE COURT-PCT 7			
BEAUMONT ENTERPRISE	31.92	528324	
			31.92*
JUSTICE OF PEACE PCT. 8			
ODP BUSINESS SOLUTIONS, LLC	22.08	528474	
AMAZON CAPITAL SERVICES	24.38	528478	
			46.46*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	26.91	528382	
THOMSON REUTERS-WEST	230.00	528424	
			256.91*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	350.00	528306	
JACK LAWRENCE	350.00	528308	
THOMAS J. BURBANK PC	775.00	528315	
KIRKSEY'S SPRINT PRINTING	24.95	528340	
CHARLES ROJAS	600.00	528372	
UNITED STATES POSTAL SERVICE	15.87	528382	
JOEL WEBB VAZQUEZ	400.00	528390	
KIMBERLY R. BROUSSARD	247.50	528403	
JENNIFER DELAGE	350.00	528439	
			3,113.32*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	425.00	528306	
JOEL WEBB VAZQUEZ	700.00	528390	
KIMBERLY PHELAN, P.C.	600.00	528395	
LAURIE PEROZZO	350.00	528407	
MATUSKA LAW FIRM	775.00	528428	
JENNIFER DELAGE	400.00	528439	
			3,250.00*
COURT MASTER			
LAWRENCE E THORNE III	3,761.88	528410	
			3,761.88*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	91.10	528363	
			91.10*
SHERIFF'S DEPARTMENT			
FED EX	12.63	528327	
CASH ADVANCE ACCOUNT	1,148.20	528339	
KIRKSEY'S SPRINT PRINTING	24.95	528340	
MOORMAN & ASSOCIATES, INC.	1,775.00	528344	
PUBLIC AGENCY TRAINING COUNCIL	1,190.00	528349	
SAM'S WESTERN WEAR, INC.	1,402.11	528352	
AT&T	150.42	528364	
UNITED STATES POSTAL SERVICE	1,204.19	528382	
FIVE STAR FEED	319.00	528389	
RITA HURT	1,375.00	528415	
THOMSON REUTERS-WEST	1,758.27	528424	
SILSBEE FORD INC	80,975.50	528425	
GALLS LLC	396.49	528432	
REPUBLIC SERVICES # 862	73.61	528434	
3L PRINTING COMPANY	40.00	528436	
TND WORKWEAR CO LLC	1,287.60	528440	
LAKE COUNTRY CHEVROLET, INC.	9,000.00	528444	
AARON HOWELL	366.98	528482	
WILLIAM O HORN	1,450.00	528489	
			103,949.95*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	682.26	528310	
FED EX	43.69	528328	
FISHER SCIENTIFIC	492.59	528329	
SOUTHEAST TEXAS WATER	84.90	528362	

NAME	AMOUNT	CHECK NO.[318]	TOTAL
CERILLIANT	131.00	528385	
BAILEY'S HOUSE OF GUNS	496.45	528386	
SURVEY MONKEY	372.00	528427	
VECTOR SECURITY	209.64	528442	
ODP BUSINESS SOLUTIONS, LLC	168.66	528474	
AMAZON CAPITAL SERVICES	107.88	528478	
BAK GLOBAL LLC	80.00	528479	
			2,869.07*
JAIL - NO. 2			
AAA LOCK & SAFE	1,489.50	528304	
A-1 SHEET METAL & A.C., INC.	1,170.00	528305	
BOB BARKER CO., INC.	6,842.25	528313	
COASTAL WELDING SUPPLY INC	157.96	528321	
W.W. GRAINGER, INC.	31.04	528331	
JACK BROOKS REGIONAL AIRPORT	784.81	528338	
CASH ADVANCE ACCOUNT	1,046.25	528339	
M&D SUPPLY	313.65	528342	
AT&T	39.85	528364	
WORTH HYDROCHEM OF THE GULF COAST	390.00	528368	
INTERCONTINENTAL JET CORP	2,150.00	528392	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	2,923.24	528404	
TALEPI	300.00	528405	
INDUSTRIAL & COMMERCIAL MECHANICAL	7,726.00	528417	
GALLS LLC	50.27	528432	
REPUBLIC SERVICES # 862	5,943.52	528434	
FERGUSON ENTERPRISES INC	8,938.21	528441	
LASALLE CORRECTIONS VI LLC	148,425.00	528447	
TRINITY SERVICES GROUP INC	48,814.71	528454	
WORKQUEST	1,122.04	528462	
ODP BUSINESS SOLUTIONS, LLC	1,698.82	528474	
AMAZON CAPITAL SERVICES	12.98	528478	
PTS OF AMERICA LLC	6,462.00	528498	
			246,832.10*
JUVENILE PROBATION DEPT.			
UNITED STATES POSTAL SERVICE	7.18	528382	
ROXANA MITCHELL	281.40	528433	
NICOLE CLARK	196.00	528485	
			484.58*
JUVENILE DETENTION HOME			
ENTERGY	4,853.80	528332	
REPUBLIC SERVICES # 862	519.60	528434	
SOUTHERN FOLGER CONTRACTING, INC	18,195.00	528465	
ODP BUSINESS SOLUTIONS, LLC	111.63	528474	
			23,680.03*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	41.78	528382	
			41.78*
CONSTABLE-PCT 4			
AT&T	57.14	528364	
DISH NETWORK	94.38	528397	
			151.52*
CONSTABLE-PCT 6			
CASH ADVANCE ACCOUNT	719.20	528339	
UNITED STATES POSTAL SERVICE	8.99	528382	
AMAZON CAPITAL SERVICES	391.00	528478	
			1,119.19*
CONSTABLE PCT. 7			
AMAZON CAPITAL SERVICES	100.69	528478	
			100.69*
AGRICULTURE EXTENSION SVC			
DAVID OATES	85.85	528437	
TYLER FITZGERALD	187.30	528450	
CORENA N FITZGERALD	366.68	528451	
AMAZON CAPITAL SERVICES	89.85	528478	
			729.68*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.[319]	TOTAL
GABRIEL FUNERAL HOME, INC.	900.00	528330	
UNITED STATES POSTAL SERVICE	48.34	528382	
BUMPER TO BUMPER	546.00	528391	
EZEA D EDE MD	123.75	528458	
			1,618.09*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	528320	
ENTERGY	140.00	528335	
TEXAS GAS SERVICE	70.00	528388	
EZEA D EDE MD	350.00	528458	
			600.00*
NURSE PRACTITIONER			
RACHAEL COE	127.00	528380	
			127.00*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	528399	
THUY LE	1,200.00	528493	
CLIFTON R LEWIS	600.00	528496	
			5,848.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	528378	
			150.00*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	611.09	528309	
W.W. GRAINGER, INC.	17.31	528331	
HYDRO-CLEAN SERVICES, INC.	507.50	528336	
M&D SUPPLY	76.82	528342	
ACE IMAGEWEAR	233.82	528356	
REPUBLIC SERVICES # 862	1,558.80	528434	
CINTAS CORPORATION	122.74	528438	
PLUMBING SOLUTIONS	200.00	528463	
			3,328.08*
MAINTENANCE-PORT ARTHUR			
DRAGO HARDWARE CO.	16.65	528323	
ENTERGY	4,580.00	528332	
SANITARY SUPPLY, INC.	100.71	528353	
SHERWIN-WILLIAMS	350.09	528357	
LOWE'S HOME CENTERS, INC.	53.17	528384	
CAT5 RESOURCES LLC	285.00	528431	
CHARTER COMMUNICATIONS	116.00	528471	
ODP BUSINESS SOLUTIONS, LLC	107.81	528474	
PARKER'S BUILDING SUPPLY	230.69	528476	
			5,840.12*
MAINTENANCE-MID COUNTY			
S.E. TEXAS BUILDING SERVICE	2,895.82	528359	
REPUBLIC SERVICES # 862	83.13	528434	
			2,978.95*
SERVICE CENTER			
SPIDLE & SPIDLE	12,675.17	528307	
J.K. CHEVROLET CO.	4,116.83	528337	
PHILPOTT MOTORS, INC.	543.34	528345	
JEFFERSON CTY. TAX OFFICE	16.75	528373	
JEFFERSON CTY. TAX OFFICE	16.75	528374	
JEFFERSON CTY. TAX OFFICE	16.75	528375	
JEFFERSON CTY. TAX OFFICE	16.75	528376	
JEFFERSON CTY. TAX OFFICE	16.75	528377	
BUMPER TO BUMPER	677.36	528391	
MIGHTY OF SOUTHEAST TEXAS	369.35	528413	
REPUBLIC SERVICES # 862	83.13	528434	
			18,548.93*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	2.59	528382	
ODP BUSINESS SOLUTIONS, LLC	162.96	528474	
			165.55*
			512,890.40**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.320	TOTAL
JACK BROOKS REGIONAL AIRPORT	449.36	528338	
M&D SUPPLY	45.76	528342	
REPUBLIC SERVICES # 862	83.13	528434	
CY-FAIR TIRE	25.10	528452	
ODP BUSINESS SOLUTIONS, LLC	115.74	528474	
			719.09**
SECURITY FEE FUND			
AMAZON CAPITAL SERVICES	106.68	528478	
			106.68**
EMPG GRANT			
VERIZON WIRELESS	99.27	528378	
			99.27**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	37.26	528382	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	528399	
JCCSC	173.00	528412	
CHARTER COMMUNICATIONS	130.83	528472	
			7,306.09**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	850.74	528430	
			850.74**
COUNTY RECORDS MANAGEMENT			
DELL MARKETING L.P.	949.48	528322	
			949.48**
DARE CONTRIBUTIONS FUND			
IMAGE 360 BEAUMONT	855.18	528443	
			855.18**
HOTEL OCCUPANCY TAX FUND			
CASH ADVANCE ACCOUNT	787.15	528339	
TRIANGLE BLUE PRINT CO., INC.	22.00	528367	
UNITED STATES POSTAL SERVICE	115.83	528382	
JESSIE DAVIS	389.20	528401	
REPUBLIC SERVICES # 862	83.13	528434	
FERGUSON ENTERPRISES INC	90.31	528441	
COTTON CARGO	240.00	528453	
VICTORIA SCHULTZ	192.50	528456	
GEORGE WEST	219.78	528470	
NANAS POPCORN & MORE	335.60	528477	
			2,475.50**
CRIME LAB FUNDING CJD			
CDW COMPUTER CENTERS, INC.	163.05	528371	
			163.05**
GLO DISASTER GRANT HOME			
ELIZABETH LOUISE SIMMONS	35,000.00	528499	
			35,000.00**
AIRPORT FUND			
BEAUMONT TRACTOR COMPANY	1,715.71	528314	
ENTERGY	587.74	528334	
S.E. TEXAS BUILDING SERVICE	5,868.34	528359	
AT&T	456.78	528364	
UNITED STATES POSTAL SERVICE	1.66	528382	
A1 FILTER SERVICE COMPANY	624.75	528414	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	80.86	528426	
REPUBLIC SERVICES # 862	415.66	528434	
TITAN AVIATION FUELS	2,200.00	528449	
ODP BUSINESS SOLUTIONS, LLC	242.60	528474	
			12,194.10**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	22,487.56	528486	
MADISON NATIONAL LIFE INSURANCE COM	7,718.78	528487	
LANTERN SPECIALTY CARE	1,098.13	528497	
			31,304.47**
SETEC FUND			

NAME	AMOUNT	CHECK NO.321	TOTAL
REPUBLIC SERVICES # 862	2,645.00	528434	
			2,645.00**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	1,771.68	528469	
RUBEN ZAPATA	400.00	528481	
ERIKA BURGE	200.00	528495	
			2,371.68**
ARPA CORONAVIRUS RECOVERY			
SPINDLETOP MHMR	10,011.41	528341	
HONESTY ENVIRONMENTAL SERVICES, INC	12,995.00	528459	
JEFFERSON COUNTY:REVISION	75,099.27	528484	
BRAVE/ARCHITECTURE INC	22,666.58	528490	
			120,772.26**
ELECTION SECURITY GRANT			
STEEPMEADOW SOLUTIONS, LLC	26,069.37	528467	
			26,069.37**
GLO DISASTER RECOVERY			
MK CONSTRUCTORS	36,252.00	528418	
			36,252.00**
GUARDIANSHIP FEE			
KIMBERLY PHELAN, P.C.	300.00	528395	
			300.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,179.76	528400	
			2,179.76**
MARINE DIVISION			
ENTERGY	577.18	528332	
JACK BROOKS REGIONAL AIRPORT	220.00	528338	
SETZER HARDWARE, INC.	3.13	528355	
AT&T	120.54	528364	
MASSEY SERVICES INC	112.50	528492	
			1,033.35**
SHERIFF - COMMISSARY			
COOK'S CORRECTIONAL	8,471.43	528383	
			8,471.43**
			832,052.73***

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: **05/21/2025**
RE: **Funds Transfer – Agenda Item**

Transfer from Acct. #	111-0109-431.60-42	Capital-Trucks & Trailers			$ 16,204.
Transfer to Acct. #	111-0109-431.60-07	Capital-Auto		$16,204.	

This transfer request is necessary to purchase a vehicle to replace the full size truck which will be returned to the fleet for daily use. (Quote attached).

Please put this on the agenda for next commissioner's court.

Thank you for your consideration.
Lori

DOGGETT TOYOTA OF BEAUMONT
4235 EASTEX FWY
BEAUMONT, TX 77706
409-892-4888

RETAIL PURCHASE AGREEMENT

CUST#
Deal Number: 13360

Purchaser's Name(s): JEFFERSON COUNTY PREC 1 Date: 05/21/2025

Address(es): 1149 PEARL ST BEAUMONT TX 77701 County: JEFFERSON

Telephone (1): 409-835-8599 Telephone (2): N/A

Email (1): DEB.CLARK@JEFFERSONCOUNTYTX.GOV Email (2): N/A

The Odometer Reading for the Vehicle You are purchasing is accurate unless indicated otherwise. Please refer to the Odometer Mileage Statement for full disclosure.

YEAR	MAKE	MODEL	COLOR	STOCK NO.
2025	TOYOTA	RAV4	ICE CAP	SW397495

VIN ("Vehicle")	ODOMETER READING	SALESPERSON
2FT3W1RFV0SW397495	☐ Not Accurate	JACKLIN GUERRA

THE VEHICLE IS: ☐ NEW ☒ USED

PRIOR USE DISCLOSURE: ☐ DEMONSTRATOR ☐ PREVIOUSLY LEASED ☐ EXECUTIVE VEHICLE ☐ RENTAL ☐ OTHER N/A

WARRANTY STATEMENT

We are selling this Vehicle to You AS-IS and We expressly disclaim all warranties, express and implied, including any implied warranties of merchantability and fitness for a particular purpose, unless the box beside "Used Vehicle Limited Warranty Applies" is marked below or We enter into a service contract with You at the time of, or within 90 days of, the date of this transaction. All warranties, if any, by a manufacturer or supplier other than Our Dealership are theirs, not Ours, and only such manufacturer or supplier shall be liable for performance under such warranties. We neither assume nor authorize any other person to assume for Us any liability in connection with the sale of the Vehicle and related goods and services.

CONTRACTUAL DISCLOSURE STATEMENT (USED VEHICLES ONLY) The information You see on the window form for this Vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. Traducción española: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

☐ Used Vehicle Limited Warranty Applies: We are providing a Used Vehicle Limited Warranty in connection with this transaction. Any implied warranties apply for the duration of the Limited Warranty.

TRADE VEHICLE INFORMATION

Lienholder Name:

Lienholder Address:

Year	Make	Model	Color
2018	FORD	F-150	WHITE

VIN: 1FTEW1C50JKC65654 ("Trade Vehicle 1") Odometer Reading: ☐ Not Accurate 71755

Trade Allowance: 16200.00 Balance Owed & Lienholder: N/A

Lienholder Name: N/A

Lienholder Address: N/A

Year	Make	Model	Color
N/A	N/A	N/A	N/A

VIN: N/A ("Trade Vehicle 2") Odometer Reading: ☐ Not Accurate N/A

Trade Allowance: N/A Balance Owed & Lienholder: N/A

OTHER MATERIAL UNDERSTANDINGS AND INTEGRATED DOCUMENTS

☐ PLEASE SEE THE DELIVERY CONFIRMATION

☐ PLEASE SEE THE CONDITIONAL DELIVERY AGREEMENT

( ) -
Prospective Lienholder:

Dealer's Inventory Tax: The Dealer's Inventory Tax charge is intended to reimburse the Dealer for ad valorem taxes on its motor vehicle inventory. The charge, which is paid by the Dealer to the county tax assessor-collector, is not a tax imposed on a consumer by the government, and is not required to be charged by the Dealer to the consumer.

*Documentary Fee: A documentary fee is not an official fee. A documentary fee is not required by law, but may be charged to buyers for handling documents relating to the sale. A documentary fee may not exceed a reasonable amount agreed to by the parties. This notice is required by law. Traducción española: Vea Párrafo 13.

	31787.00
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
N/A	N/A
TOTAL SELLING PRICE	31787.00
LESS: TRADE IN ALLOWANCE	16200.00
N/A	N/A
SUBTOTAL	15587.00
N/A	N/A
SALES TAX	N/A
DEALER'S INVENTORY TAX	61.54
PRE DELIVERY INSP	229.00
N/A	N/A
DOCUMENTARY FEE	225.00
STATE INSPECTION FEE	1.00
DEPUTY SERVICE FEE	10.00
LICENSE FEE	50.75
TITLE FEE	34.50
N/A	N/A
PROCESSING FEE	4.75
N/A	N/A
TOTAL DUE	16203.54
DOWN PAYMENT	N/A
N/A	N/A
N/A	N/A
LESS CASH DUE AT DELIVERY	N/A
AMOUNT TO BE FINANCED	16203.54

IMPORTANT TERMS AND CONDITIONS FOLLOW

103033*1*DT-FI

© 2022 CDK Global, LLC Texas (10/22)

1ST AMENDMENT TO LEASE AGREEMENT

This first rental agreement amendment (the "First Amendment"), is made and entered into this 27th day of May, 2025, by and between Jefferson County, ("Lessor") and KUSA Aviation, LLC. ("Lessee") with an effective date of **June 1, 2025**.

RECITALS

Whereas on October 28th, 2024, Lessor and Lessee entered into a certain Hangar/Office Lease Agreement (the "Lease Agreement"), whereby Lessee leased hangar and storage space from Lessor in Hangar 7 that included areas called hangar units 2, 3, and 4, consisting of 20,250 square feet of hangar space and Office/Storage Unit E consisting of 420 square feet for a total hangar and office rental rate of $5,342.50/month, $64,110.00/year; and

Whereas, Lessee desires to rent additional 1,751 square feet of vacant office and storage space in Hangar 7 to accommodate business; and

Whereas, Lessee has agreed to replace the flooring in the offices of Hangar 7; and

Whereas, all other terms and conditions remain in the rental agreement.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 2. RATE** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

RATE

2. RATE: For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows:

A. **Hangar 7 – Unit 2, 3 & 4** containing **20,250** square feet, more or less, of hangar space at a rate of **$3.00 annually per sqft ($5,0602.50/month $60,750.00/year)**,

B. **Hangar 7 – Office/Storage B, C, D, E, F, & H** containing a combined **2,171** square feet, more or less, of office space at a rate of **$8.00 annually per sqft ($1,447.33/month $17,368.00/year)**,

C. For a total hangar and office rental rate of (**$6,509.83/month $78,118.00/year**).

LESSOR: Jack Brooks Regional Airport

By:_____
Jeff Branick – Jefferson County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST:

DATE 5/27/25

LESSEE: KUSA Aviation

By:_____
Kyle Knupple – CEO KUSA Aviation, LLC

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Energy Reinvestment Zone No.1 facility in/near Port Arthur, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property, Energy Reinvestment Zone 1, 4245 Hwy 82, Port Arthur, TX (mailing purposes only), Jefferson County, Texas 77640 further described in the legal description attached hereto as Exhibit *"A"*, and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the ____ day of May, 2025.

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 27th day of May, 2025.

JEFF R. BRANICK
County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

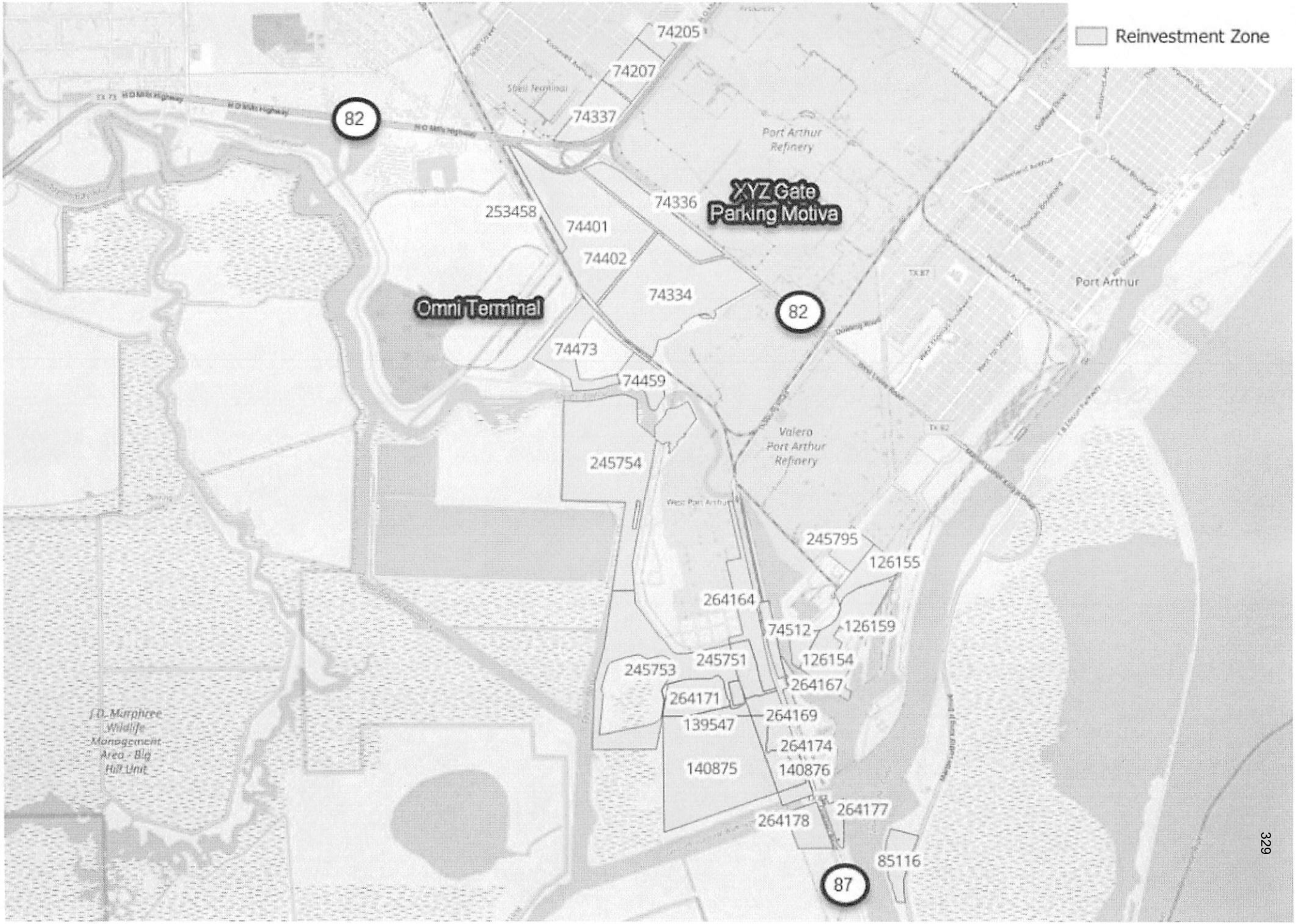
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

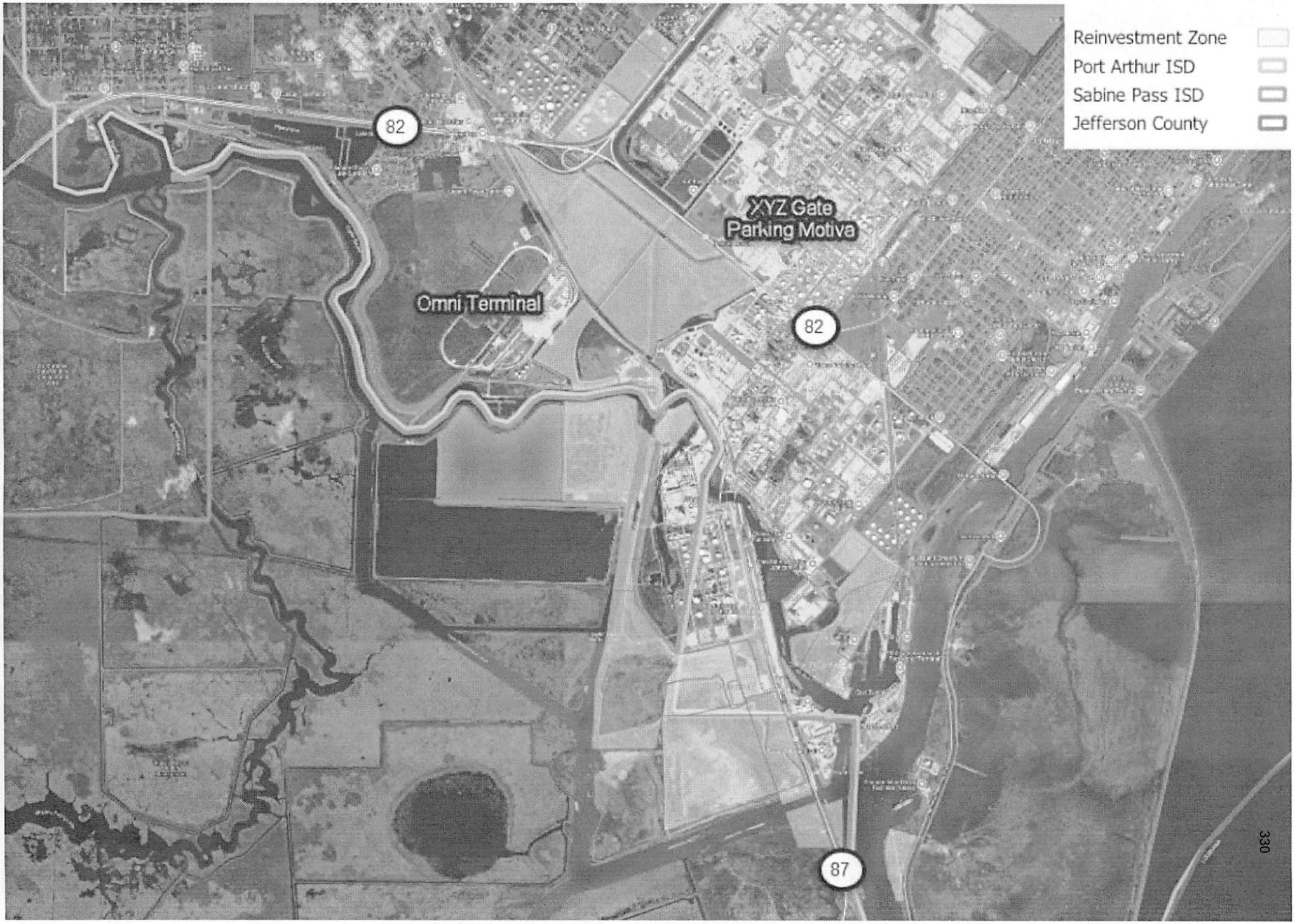
Project Labrador Proposed Reinvestment Zone

Parcel Description

Prop ID	Geographic ID	Legal Description
253458	049400-000-064766-00000	PT TR 1-42 PT L4&5 BLK 7 RG Q PT L3 4 6&7 BLK 8 RG Q PT L1 BLK 7 RG R PALCO 16.617 AC
74401	049400-000-064765-00000	PT TR 1-42C(253.363AC) PT 5-8 BLK 6 RG Q;N PT 7 8 B6 RG R PT 1-8 B7 RG Q PT 1 B7 RG R PT 1 2 3 6 7 B 8 RG Q PALCO
74336	049400-000-061275-00000	TR 42-2(83.661AC)TR 59(.797AC) TR 15-D(4.109AC)TR71(3.230AC) =91.797AC PT 5 6 BLK 5; 3 4 5 6 BLK 6;3 4 5 6 BLK 7 ALL RG P
245754	300725-000-008001-00000	PT TR 7 105.017 AC 725 FRANKLIN BAKER #2 654 T&NO SEC 282 190.504 AC
74459	049400-000-066547-00000	TR 42-B (38.68AC) PALCO PT 2 3 4 6 7 BLK 5 RG R
245753	300725-000-008000-00000	PT TR 7 122.177 AC 725 FRANKLIN BAKER #2 ABST 250 T&NO RR SUR #121 PT TR 67 60.101 AC
245751	300250-000-018001-00000	ABST 250 T&NO RR SUR #121 TR 67 32.625 AC
74473	049400-000-066565-00000	TR 68A TR 68B PT 5-7 B5 RG R PT 2-7 TR 73A BLK 6 RG R PT 1 2 7 8 B6 TR 73B RG5 PALCO
74334	049400-000-061270-00000	TR 42-A(67.667AC) TR72-B(6.92) TR 66 (31.178AC) PT BLK 6 RG Q BLK 6 RG R BLK 5 RG P BLK 5 RG Q BLK 5 RG R PALCO
85116	053110-000-005200-00000	TR 31 & PT 27 PLEASURE ISLAND AB 71 JNO BENNETT 37.990AC (3.097AC IN EROSION)
264177	065560-000-001900-00000	TRACT 19 6.107 AC VALERO
264178	065560-000-002000-00000	TRACT 20 33.840 AC VALERO
245795	300061-000-003060-00000	ABST 61 B C ARTHUR SUR CHEV. TR 33-A2 28.036 AC
74205	049400-000-054423-00200	TR 2-37C (18.788AC) PT 1 BLK 8 RG O PALCO FOR IMPS SEE 049400-87011-8
74207	049400-000-054423-00400	TR 42-1 (50.825AC) PT LTS 2 3 4 BLK 8 RG O PALCO
74402	049400-000-064770-00000	TR 72-A (6.89AC) PT 5-8 BLK 6 RG Q PT 7 8 BLK 6 RG R PALCO
74337	049400-000-061280-00000	PT LT 5 B8 RG O & PT LTS 1-4 B8 RG P PALCO I#519900-000010 & 000050 TAX-ID 020050 59.410AC
126155	300009-000-004700-00000	LAND 142.684 JOHN BENNETT SURVEY I#507500-0000108&514100-2TO 70
126159	300009-000-004704-00000	LAND 85.890 JOHN BENNETT SURVEY
126154	300009-000-004600-00000	WM THAXTON SURVEY 12.338 AC
74512	049400-000-067690-00000	LAND TR 12

264164	065560-000-000600-00000	TRACT 6 38.722 AC VALERO
264167	065560-000-000900-00000	TRACT 9 2.110 AC VALERO
264174	065560-000-001600-00000	TRACT 16 35.764 AC VALERO
140875	300486-000-018000-00000	ABS 486 M BROUSSARD SUR TR 50 269.399 AC
264169	065560-000-001100-00000	TRACT 11 19.922 AC VALERO
139547	300250-000-016000-00000	ABST 250 T&NO RR SUR #121 TR 65 64.183 AC
264170	065560-000-001200-00000	TRACT 12 7.166 AC VALERO
264171	065560-000-001300-00000	TRACT 13 54.259 AC VALERO
140876	300486-000-018001-00000	ABS 486 M BROUSSARD SUR PT TR 50 31.729 AC


Reinvestment Zone
74205
74207
74337
82
Port Arthur Refinery
XYZ Gate
Parking Motiva
74336
253458
74401
74402
74334
Omni Terminal
82
Port Arthur
74473
74459
Valero Port Arthur Refinery
245754
245795
126155
264164
74512
126159
245751
126154
245753
264167
264171
264169
139547
264174
140875
140876
264177
264178
85116
87
J.D. Murphree Wildlife Management Area - Big Hill Unit


Reinvestment Zone
Port Arthur ISD
Sabine Pass ISD
Jefferson County
82
XYZ Gate
Parking Motiva
Omni Terminal
82
87

Reinvestment Zone
Port Arthur ISD
Sabine Pass ISD
Jefferson County
Beaumont
Port Arthur

STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter referred to as the "COUNTY"), and Crescent Bayou LLC (hereinafter referred to as the "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Energy Reinvestment Zone #1, the designation of which was implemented by the COUNTY by the Order dated May 27, 2025 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit A ("Description of Project") attached hereto and which will involve construction of an industrial scale facility focused on the production, conversion, transportation, storage, and export of low-carbon hydrogen and ammonia and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS, the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being partially within the limits of and partially within the extraterritorial jurisdiction of the City of Port Arthur, Texas, which has been designated by the Order of this Court, the legal description for which is attached hereto as Exhibit C ("Reinvestment Zone Order"). It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the

PROJECT, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final PROJECT, upon request of OWNER.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEXAS TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE ENERGY REINVESTMENT ZONE #1.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

"Abatement" means the full or partial exemption from ad valorem taxes of the value of certain property to be located in the REINVESTMENT ZONE designated for economic development purposes.

"Abatement Period Notice" has the meaning given in Section 4.

"Affiliate" of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

"Base Year Value" means the taxable value of all industrial realty improvements owned by the OWNER and/or its Affiliates within REINVESTMENT ZONE on January 1 immediately preceding the Effective Date. OWNER will, in consultation with the Jefferson County Central Appraisal District, provide the COUNTY with a list of the Jefferson County Central Appraisal District account numbers identifying the industrial realty improvements owned by the OWNER and/or its Affiliates and the taxable value thereof on January 1 immediately preceding the Effective Date for use in preparing the schedule to be attached as Exhibit A-1 ("Tax Abatement Schedule") to this AGREEMENT before execution specifying the Base Year Value for all purposes of this AGREEMENT.

"Base Year", for the parties to this AGREEMENT, is defined as the calendar year in which this AGREEMENT is executed (signed) by all parties hereto.

"Effective Date" has the meaning given in Section 4.

"Ineligible Property" is fully taxable and ineligible for the Abatement and includes (i) land; (ii) supplies; (iii) inventory; (iv) housing; (v) vehicles; (vi) improvements for the generation or transmission of electrical energy not substantially consumed (a) by facilities constructed within the REINVESTMENT ZONE or (b) for the purposes of providing critical services or materials to facilities constructed within the REINVESTMENT ZONE; (vii) any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility (for avoidance of doubt, improvements related to feedstock are integral to the operation of the facility); (viii) deferred maintenance on otherwise Eligible Property as of the Effective Date; (ix) property to be rented or leased; (x) property which has a productive life of less than ten years; or (xi) any other property for which the Abatement is not allowed by state law.

"Eligible Property" means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, facilities, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Texas Tax Code.

"New Eligible Property" means Eligible Property, the construction of which commences subsequent to the Effective Date. The OWNER may make such changes to the New Eligible Property as are, in its sole discretion, reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g., foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

"Prime Contractor" as used herein, shall mean, construction or EPC contractors engaged directly by OWNER to perform construction services for the PROJECT and vendors engaged directly by OWNER to supply significant equipment or materials or labor for use in construction of the PROJECT.

"Taxable Value" is determined by deducting from the Market Value (as defined in the Texas Tax Code) of all realty improvements and tangible personal property located in REINVESTMENT ZONE of OWNER and/or its Affiliates the amount of any applicable exemptions and abatements granted for that tax year.

"Completion" as used herein, shall mean, the successful commissioning and performance testing of the PROJECT and the attainment of reliable commercial operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

"Full-time Job", as used herein, shall mean a permanent full-time position that requires at least 1,600 hours of work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by or qualified to enroll in a group health benefit plan, and pays an average of $64,647 (which is 110% of the annualized county average weekly wage for jobs in Jefferson County, as published by the U.S. Bureau Labor of Statistics for the Beaumont-Port Arthur Metropolitan Statistical Area for the 3rd quarter of 2024 or the most recent wage data available as of the Effective Date. Permanent position, as used herein, shall mean a long-term position with no predetermined end date.

"Local Labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County.

"Local Subcontractors" means businesses providing construction services which are located in or having a principal place of business in Jefferson County.

"Local Vendors" means equipment and material vendors or suppliers located in or having a principal place of business in Jefferson County.

"Payment in Lieu of Taxes". If, during the Term of Abatement, any Federal or State law provides an additional county ad valorem tax exemption for the property that is already the subject of this AGREEMENT, OWNER agrees to decline that tax exemption during the Term of Abatement. If OWNER is unable to decline that tax exemption, OWNER agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

"Term of Abatement" has the meaning given in Section 4.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "**Effective Date**"). The term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive tax years beginning on January 1 of the tax year following Completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY ("**Abatement Period Notice**"), unless sooner terminated pursuant to other provisions of this AGREEMENT ("**Term of Abatement**").

Construction of the PROJECT shall begin by the "Construction Commencement Date", which shall be December 31, 2029. OWNER shall have the option to request, at least ninety (90) days prior to the then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive the Abatement with respect to a tax year listed on Exhibit A-1 (Tax Abatement Schedule), OWNER shall comply with the following:

a. As a result of the PROJECT, and upon its Completion, OWNER shall maintain a level of not less than 100 new Full-time Jobs (consisting of both direct employee jobs and contractor jobs), using headcount as of January 31 of each tax year during the Term of Abatement, relating to the PROJECT during the remaining Term of Abatement under this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT. In the event that such employment falls below 100 Full-time Jobs for total on site employment, the Abatement shall be reduced (or restored) proportionate to such employment decline (or increase) for the tax year in which such decline or increase occurs (provided that the Abatement shall never exceed 100% of the values on the Exhibit A-1 (Tax Abatement Schedule) per the example calculation cited below where:

A1 = initial Abatement $s
A2 = revised Abatement $s
E1 = 100 Full-time Jobs
E2 = revised employee count (as of January 31 of such tax year)
A2 = A1 x (E2/E1)

b. OWNER shall certify the requisite job levels annually to the COUNTY, within 60 days after the end of the first tax year following Completion and each tax year thereafter during the Term of the Abatement, that OWNER is in compliance with each applicable term of this AGREEMENT;

c. OWNER shall construct the PROJECT with an estimated capital investment of at least US $5 Billion;

d. Make available to the COUNTY certain information concerning the Project procurement process, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER is providing the COUNTY such contractor procurement information on a strictly confidential basis so as to maintain the integrity of the competitive procurement process and will provide this information in a format similar to that attached as Exhibit F.

e. OWNER shall report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the Completion;

f. OWNER shall include provisions in OWNER's contract(s) with its Prime Contractor(s) that requires such Prime Contractor(s) to:

i. use commercially reasonable efforts to ensure that qualified Local Labor, Local Vendors, and Local Sub-contractors are given a timely opportunity to bid or make proposals with respect to contracts for the provision of supplies, goods and services (including construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the Term of Abatement. Such consideration shall be made in good faith without discrimination.

ii. give preference and priority to qualified Local Vendors, Local Subcontractors and Local Labor, all other factors being equal;

iii. provide reasonable notice and sufficient information regarding the PROJECT to qualified Local Vendors and Local Subcontractors to enable them to submit bids or proposals for materials or services in the initial procurement processes, including but not limited to PROJECT information provided in job fairs to be conducted by OWNER or on OWNER's behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.

g. OWNER agrees to:

i. offer to assist qualified Local Vendors and Local Subcontractors in being added to any "Approved Vendor List" so that they are eligible for entering into subcontracts with OWNER's Prime contractor(s);

ii. offer to consult with chambers of commerce, local business associations, trade associations and other regional economic development organizations, and local workforce development organizations to identify local labor, vendors, suppliers and subcontractors;

iii. offer to host a trade show for Local Vendors and Local Subcontractors for the purpose of introducing them to OWNER and Prime Contractor(s) purchasing personnel and providing them with opportunities to showcase products and services to OWNER;

iv. offer to meet with local educational or vocational institutions and apprenticeship programs upon their request to discuss necessary training for the Local Labor force in advance of plant start-up; and

v. offer to provide information on a webpage advising Local Vendors and Local Subcontractors how to do business with OWNER in Jefferson County.

h. OWNER shall report and certify to the COUNTY, quarterly the total number of dollars spent on Local Labor, Local Subcontractors and Local Vendors, as total and percentage compared to total dollars spent in connection with the PROJECT.

i. Notwithstanding anything in Section 5, or elsewhere in this AGREEMENT, OWNER and its Prime Contractors shall not be obligated (i) to amend or otherwise change, or attempt to amend or otherwise change, any agreement to which OWNER is a party as of the Effective Date, or (ii) to hire or retain any person, or to award any contract for materials, supplies, equipment or services to any manufacturer, supplier, vendor, professional, contractor or subcontractor, unless, in OWNER's reasonable discretion, (A) such person is qualified, is willing to perform the work, and satisfies all of OWNER's normal standards for employment, and (B) such manufacturer, vendor, supplier, professional, contractor or subcontractor is qualified, financially sound, has an adequate safety record, is willing to perform the work, or provide the materials, supplies, equipment or services, in the time required and in a competitive manner, and, if applicable, is the best qualified responsive bidder who meets all the applicable bid specifications.

j. OWNER will make all reasonable efforts and where applicable by Law to invoice purchases locally to ensure that sales/use taxes are credited to the benefit of Jefferson County, Texas. OWNER will make commercially reasonable efforts to include in the contracts with its Prime Contractors in relation to the PROJECT an obligation to make commercially reasonable efforts to invoice purchases locally to ensure that sales/use taxes are credited to the benefit of Jefferson County, Texas.

Additionally, in case the OWNER pursues lump sum contracts (as defined in Section 3.291(a)(8) of Title 34 of the Texas Administrative Code) with its Prime Contractors, the OWNER will not seek sales and use tax exemption for the eligible costs in accordance with Section 151.318 of the Texas Tax Code.

Furthermore, OWNER will consider obtaining a Texas Direct Payment Permit (DPP) in accordance with Section 3.288 of Title 34 of the Texas Administrative Code to remit use taxes on taxable purchases of supplies and services related to the ongoing operation and maintenance of the PROJECT (for avoidance of doubt, not construction) directly to the State of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects limited, sales, excise and use taxes for both state and local tax jurisdictions. The State is responsible for distributing the local taxes it collects to the applicable local jurisdiction.

The OWNER will provide the COUNTY on a quarterly basis, within 30 days, copies of invoices issued by Prime Contractors to the OWNER as evidence of sales taxes paid to Prime Contractors in relation to the PROJECT under the express understanding that OWNER is providing the COUNTY such copies of invoices on a strictly confidential basis as it is commercially sensitive information.

k. OWNER will not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to

work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

l. OWNER shall include provisions in OWNER's contract(s) with its Prime Contractor(s) that requires such Prime Contractor(s) to:

i. Use commercially reasonable efforts to encourage and promote the utilization of businesses identified in Texas Statute Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298 ("Encouraged Texas Business") by the Prime Contractors engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the Term of Abatement by providing such qualified businesses with a timely opportunity to bid or make proposals with respect to contracts for supplies, goods, and services (including constructing services, e.g. piping, electrical, civil, fabrication), and

ii. Provide reasonable notice and information regarding the PROJECT to Encouraged Texas Businesses to enable them to submit bids or proposals for materials or services in the initial procurement processes, including but not limited to PROJECT information provided in job fairs to be conducted by OWNER or on OWNER's behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.

m. OWNER agrees to:

i. offer to assist qualified local Encouraged Texas Businesses in being added to any "Approved Vendor List" so that they are eligible for hiring by OWNER's Prime contractor(s);

ii. offer to consult with chambers of commerce, local business associations, trade associations and other regional economic development organizations to identify Encouraged Texas Businesses;

iii. offer to host a trade show for Encouraged Texas Businesses for the purpose of introducing them to OWNER and Prime Contractor(s) purchasing personnel and providing them with opportunities to showcase products and services to OWNER;

iv. offer to provide information on a webpage advising Encouraged Texas Businesses how to do business with OWNER in Jefferson County.

n. Following at least seven days written notice to OWNER, OWNER will provide reasonable access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made

according to the specifications and conditions of this AGREEMENT. Any such inspection must comply with the facility's safety training and PPE requirements and other safety and security procedures and guidelines.

6. VALUE OF ABATEMENT

For each tax year under this AGREEMENT, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on Exhibit A-1 (Tax Abatement Schedule).

The Abatement during each tax year covered by this AGREEMENT shall be the value attributable to the New Eligible Property multiplied by the respective percentages in the Exhibit A-1 (Tax Abatement Schedule, adjusted by the Base Year Value as set forth in Section 9.

7. QUARTERLY MONITORING MEETINGS

OWNER shall, if requested by the COUNTY, hold quarterly monitoring meetings with the County Judge, County Commissioners, or their designee(s), who shall be allowed to attend such annual monitoring meetings on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER will provide the COUNTY, if requested in writing, with quarterly reports which summarize procurement of services, equipment and labor utilized in construction in accordance with Section 5(d) of this AGREEMENT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

a. The value of Ineligible Property shall be fully taxable;

b. The Taxable Value of Eligible Property (excluding New Eligible Property) as determined each year shall be fully taxable; and

c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2025 (year of Effective Date), which is immediately

preceding Effective Date as set forth on attached Exhibit B ("Base Year Property"), and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1 of any tax year listed on Exhibit A-1 (Tax Abatement Schedule) the Taxable Value is less than the Base Year Value, then the Abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value is less than the Base Year Value, except that no such reduction of OWNER's Abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on Eligible Property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentage if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any tax year under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the Exhibit A-1 (Tax Abatement Schedule) shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in COUNTY tax revenue during the Term of Abatement which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a local property tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced

by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

a. Events of Default: During the Term of Abatement, the COUNTY may declare a default hereunder by OWNER if (i) OWNER fails to attain Completion, (ii) OWNER refuses or neglects to comply with any of the terms of this AGREEMENT in any material respect, (iii) any representation made by OWNER in this AGREEMENT is false or misleading in any material respect, or (iv) OWNER allows its property taxes on the PROJECT owed to the COUNTY to become delinquent, unless OWNER has timely and properly followed the procedures for the protest, appeal and/or contest of such taxes, subject to the Cure Period as further described in the subsection below.

b. Notice and Cure: if the COUNTY declares OWNER to be in default of this AGREEMENT, the COUNTY shall notify OWNER in writing within a reasonable time after discovery of the alleged default and prior to the end of the Term of Abatement, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as is provided for in this Section 11(b), is referred to herein as the "**Cure Period**"), then this AGREEMENT may be terminated or modified; provided, however, that if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within such sixty (60) day period, the Cure Period shall be deemed extended if OWNER (i) shall promptly, upon the receipt of such notice, advise the COUNTY of OWNER's intention to institute all steps necessary to cure such default, and (ii) shall thereafter proceed to use commercially reasonable efforts to cure such default.

c. Termination: If after notice of default and failure to cure, the COUNTY terminates this AGREEMENT, it shall provide OWNER written notice of such termination. If OWNER believes that such termination was improper, OWNER may file suit in Jefferson County District Court appealing such termination.

d. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (i) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (ii) explosions and fires; (iii) strikes and lockouts; (iv) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (v) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (vi) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that Force Majeure Event does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements described in Exhibit A of this AGREEMENT, the COUNTY shall be entitled, within one year of when such event of default occurs, to issue a notice of recapture to OWNER in order to recapture the value of any taxes previously abated in the year in which such event of default occurs. For example, if the value of the abatement granted pursuant to this AGREEMENT in the 2041 tax year is $13,000,000 and the COUNTY terminates the AGREEMENT with the OWNER in 2041 under Section 11, then the OWNER shall pay the COUNTY $13,000,000. The COUNTY shall be responsible for the calculation of the value of the abatement achieved pursuant to this AGREEMENT and shall include in the notice details of the calculation of the recapture payment. The OWNER shall pay such recapture payment of abated taxes within thirty (30) days of notice receipt, together with all penalties and interest required by the Texas Tax Code. If the COUNTY terminates the AGREEMENT with OWNER under Section 11 during a period within the applicable year before the value of the abatement pursuant to this AGREEMENT is achieved by the OWNER in the applicable year, then the COUNTY is not entitled to recapture any abated taxes.

13. TERMINATION

OWNER shall have the right to terminate this AGREEMENT at any time upon thirty (30) days' written notice to the COUNTY.

14. AMENDMENTS TO AGREEMENT: WAIVERS

This AGREEMENT may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this AGREEMENT by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this AGREEMENT.

15. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written notice of such assignment, and approval from COUNTY which shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COUNTY to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations. In the event of a partial assignment by OWNER to a new owner or lessee of

all or any portion of the land and/or the PROJECT, the COUNTY shall enter into a substantially similar agreement to this AGREEMENT with the assignee.

16. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

17. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

18. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER:	Crescent Bayou Project Manager Chevron New Energies 1500 Louisiana Street Houston, Texas 77002
With a copy to:	Property Tax Department Chevron U.S.A. Inc. 1400 Smith Street Houston, Texas 77002 uspropertytax@chevron.com
COUNTY:	Hon. Jeff R. Branick, County Judge Jefferson County Texas P.O. Box 4025 Beaumont, Texas 77704 (409) 835-8466 (409) 839-2311 (facsimile)
With a copy to:	Ms. Kathleen Kennedy, Chief Civil Attorney Criminal District Attorney

1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

19. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

20. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of this AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

21. APPLICABLE LAW AND VENUE

This AGREEMENT is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

22. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 27 day of May, 2025.

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge
Jefferson County, Texas

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST

DATE 5/27/2025

FOR OWNER:

EXHIBIT A "Description of Project"

The proposed PROJECT is a construction of industrial facility to produce lower-carbon hydrogen and ammonia using autothermal reforming, ammonia synthesis and carbon capture technologies. Significant components of the facility would include hydrogen and ammonia plants, ammonia pipeline, storage and marine terminal and related facilities.

EXHIBIT A-1 "Tax Abatement Schedule"

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

Project Year	Projected Tax Year	Abatement Percentage
1	2033	100%
2	2034	100%
3	2035	100%
4	2036	100%
5	2037	100%
6	2038	100%
7	2039	100%
8	2040	100%
9	2041	100%
10	2042	100%

EXHIBIT B "Base Year Property"

This Base Year Value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Central Appraisal District.

EXHIBIT C "Reinvestment Zone Order"

EXHIBIT D "Jefferson County Abatement Policy"

It is understood and agreed that all abatement agreements granted herein conform to this abatement policy and to the Texas Tax Code. In case of discrepancy, terms of this AGREEMENT shall prevail.

EXHIBIT E "Affiliates of OWNER"

EXHIBIT F "Template Quarterly Report During Construction Phase"

PROJECT:

PERIOD:

1) Total number of dollars spent on Local Labor, Local Subcontractors and Local Vendors (as defined in the Tax Abatement Agreement), as total and percentage compared to total dollars spent in connection with the PROJECT:

   a) Total dollars spent on Local Labor, Local Subcontractors, and Local Vendors during reporting period: _____

   b) Dollars spent on Local Labor, Local Subcontractors, and Local Vendors as a percentage of total dollars spent during reporting period: _____

2) Provide summary description of procurement of services, equipment and labor utilized for the PROJECT (Categorize by work/service type and report by category):

   a) General project site services (e.g., trash collection, security, traffic management, etc.)

   b) Construction subcontractors

   c) Specialty construction services (e.g., hydro-excavation, line cleaning, etc.)

   d) Construction materials & consumables (e.g., bulk and consumable materials, material logistics, etc.)

3) Describe steps taken to ensure that qualified Local Labor, Local Vendors, and Local Sub-contractors were given a timely opportunity to bid or make proposals with respect to contracts for the provision of supplies, goods and services in connection with construction of the PROJECT.

4) Describe steps taken to encourage and promote the utilization of Encouraged Texas Businesses (as defined in the Tax Abatement Agreement) with respect to contracts for the provision of supplies, goods and services in connection with construction of the PROJECT.

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NOTE: This Quarterly Report is proprietary and confidential. Furthermore, this Quarterly Report contains confidential, business sensitive, and proprietary information subject to disclosure exceptions (including trade secret, commercial, and financial information) under the Texas Public Information Act and any similar freedom of information act. No part of this Quarterly Report may be disclosed or reproduced by any means or technology or otherwise used without the prior written consent of OWNER

Jefferson County HUB/DBE Directory

*** Indicates certification as a HUB/DBE has been obtained**

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
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*Stephanie Clark
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Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
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Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

Advertising & Public Relations

Jessie Haynes & Associates
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.haynespr.com

Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
Fax: 409-790-4218

*Babs Carpet
409-833-7484

Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
Home: 409-832-8626
Cell1: 409-617-1862
Cell2: 409-338-9907
Fax: 409-833-3230

Raymon and Sharonne Morris
Morris and Morris Floor Covering
4515 Ironton
Beaumont, TX 77703
Home: 409-833-5011
Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
Tel1: 409-982-3528
Tel2: 409-982-3529

David Leaven / Marcus Frank
F & L Computer Solutions
P.O. Box 328-A
Winnie, TX 77665
Tel: 409-351-1256

Consultant

Felicia Young, Owner
Five Star Business Solutions
Tel: 409-466-6038

J. Allen Management Co., Inc.
409-833-8947

Contract Examiner

The Ann Group
409-813-3696

Contractors /Construction Services/Community Development/ Home Builders

*Natisha Yarbrough
Vantage Point Contractors
9667 Hwy 69 S., Building D
Kountze, TX 77625
409-209-5222

Al Armstrong
SEATECH
3227 Highland Ave
Beaumont, TX 77701
Tel: 409-350-5620

Albert Ceaser
CMM Construction
Tel 409-842-1250

Arthur Limbrick, Sr.
Lim Construction, Inc.
Commercial & Residential Building
4935 Fannett Road
Beaumont, TX 77705
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Fax: 409-842-9141
Cell: 409-338-0832

*Bruce's General Construction, Inc.
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Tel: 409-866-6245

Celestine's Construction
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Beaumont, TX 77705
Tel: 409-832-1342

*Christene Sonnier
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Port Arthur, TX 77640
Fax: 409-736-2270
Email: www.coastaltxs@aol.com

Cornelius Harris
Alamo Contractors

Don LaFleur
Don LaFleur Construction & Homes
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Beaumont, TX 77708
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Donald Ray Wise
Wise Barricades
Tel: 409-835-5113

Eddie Senigaur
Senigaur Home Builder & General Contractor
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J. Allen contractors, Inc.
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Email: office@jallenmgmt.com

Lloyd Broussard
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Houston, TX 77004

Tel: 713-551-6671

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409-543-1991
gcfc2019@gmail.com

Ernestine Wade
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Joe Wheaton
Joe Wheaton Construction Co.

Johnny Casmore
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7295 Ellen Lane
Beaumont, TX 77708
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Fax: 409-466-1251

Joseph D. Deshotel
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Tel: 409-842-4844

*Kenny Timms
KT Maintenance
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Email: Kenny.tims@ktmaintenance.com

Mr. Vories Lornette, Sr.
Faith Construction
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Naomi Lawrence-Lee
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Email: nlee@cnbhomes.com

Ories Holmes
Ories Holmes Construction
Tel: 409-842-3943

Paul Buxie
Buxie Builders
Tel: 409-833-2028

Perkins Brown
Brown Fencing & construction
Tel: 409-833-1533

R. Anthony Lewis II
Custom Home Design & Building
Tel: 409-839-4735

Ray Marsh
RAM Contracting Services
Tel: 214-597-0541
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar
Owner / Superintendent
GP Realty Building Co.
648 Orleans
Beaumont, TX 77701
Richard Tel: 281-895-7773
Bruce Tel: 409-454-6356
Fax: 409-835-6775

*Roosevelt Petry
GP Industrial Contractors, Inc.
rpetry@gpic2000.com
Port Arthur, TX 77640
Tel: 281-850-8889

Steve Andrus
Andrus Construction

Beaumont, TX 77703
Home: 409-835-4397
Work: 409-835-8629
Cell: 409-466-1860

William Kenebrew, Sr.
Kenebrew Masonary
409-866-3310

GP Industrial Contractors, Inc.
409-982-8343

BGI Contractors, Inc.
409-833-0303

Commodities

*Loma George
LG Supplies
9545 Riggs Street
Beaumont, TX 77707
lomageorge@att.net
Tel: 409-782-4086

Copy Services

Jeanette Rideau
Reliable Copy Service
2498 Washington Blvd –B
Beaumont, TX 77705
Tel: 409-835-1218
Fax: 409-838-0064
Email: jeanetteRCS@sbcglobal.net

Council

Beverly L. Hatcher- President
Golden Triangle Minority Council, Inc.
P.O. Box 21664
Beaumont, TX 77720-1664
Tel: 409-962-8530
Fax: 409-898-8077
Email: gtmbc@ih2000.net
Website: www.gtmbc.com

Electrical/ Mechanical Contractors

Calvin Walker
Walker's Electric Company
2916 Magnolia Street
Beaumont, TX 77703
Tel: 409-212-9244
Fax: 409-212-9245

*Gregory T. Johnson, Sr.
GJETCO
P.O. Box 22735
Beaumont, TX 77720
Tel: 409-866-3829
Fax: 409-866-6962

*Joseph C. Ledet, III
Ledet Electrical Services
Tel: 409-896-5471
Cell: 409-791-1366

Ray Marsh
RAM Electrical & Mechanical Contractors
3467 Elinor
Beaumont, TX 77705
Cell: 214-597-0541
Fax: 972-539-2422
Email: ray@ram4mep.com

G. Johnson Electrical Services, Inc.
409-866-3829

Ledet Electrical Services, Inc.
409-896-5471

Employment Services

Imogene Chargois
Texas Workforce Centers of Southeast Texas
304 Pearl Street
Beaumont, TX 77701
Tel: 409-839-8045
Fax: 409-835-0774

Email: imogene.chargois@setworks.org

*Luis G. Silva
Silva Employment Network
2901 Turtle Creek Drive, Suite 205
Port Arthur, TX 77642
Tel: 409-727-4024
Fax: 409-727-4094
Email: lgsilva1940@aol.com

Energy

Syed Mohiuddin
Apex Petroleum & Energy Xpress, LLC
The Apex Plaza
9100 SW Freeway, Suite 201
Houston, TX 77074
Tel: 713-541-2755
Fax: 713-541-5535
Website: www.syed@apexgroupofcompaines.com

Engineers

*Andy Chica
Chica & Associates Inc.
595 Orleans, Suite 508
Beaumont, TX 77701
Tel: 409-833-4343

Sina K. Nejad, P.E.
Sigma Engineers, Inc.
4099 Calder Avenue
Beaumont, TX 77706
Tel: 409-898-1001
Fax: 409-898-3420
Email: mail@sigmaengineers.com

Environmental

Bennard L. Nelson, Jr.
Legacee Environmental
6001 Savoy, Suite 204
Houston, TX 77035
Tel: 713-218-8647
Fax: 713-218-8649
Email: bnelson@legaceenvironmental.com

* Tiffany Liepke, President

Chemical and Petrochemical Inspections L.P.
5300 39th Street – P.O. Box 387
Groves, TX 77619
409-962-1318
Mobile: 409-460-0484
Email: liepke@cpilaboratory.com
Website: cpilaboratory.com

Florists- Retail

Mr. Walter McCloney
McCloney Florist
2690 Park St
Beaumont, TX 77701
Tel: 409-838-6861
Fax: 409-838-0085
Email: waltermccloney@sbcglobal.net

Home Repair & Maintenance

Clinton Ford
Clint's Maintenance and Repairs
8345 Lawrence Drive
Beaumont, TX 77708
Tel: 409-899-4547

Industrial Consultant

B.D. Belvin and Assoc.
Consulting Business Development
9692 Westhiemer Rd., Suite 83
Houston, TX 77063
Tel: 512-789-8178
Email: david@bdbelvin.com
Website: www.bdbelvin.com

Glenn J. Walters
Home Sweet Home Enterprise, Inc.
5212 Culpepper PL
Wesley Chapel, FL 33544
Tel: 813-907-9499
Cell: 813-503-8896
Fax: 813-994-9557
Email: glennjwalters@aol.com

Insurance

Bobby L. Holmes
Farmers Insurance Group
1120 Woodworth Blvd.
Port Arthur, TX 77640
Tel: 409-982-1200
Fax: 409-982-1300
Email: bholmes@farmeragent.com

Byron Lewis
LRC Insurance, Inc.
190 S. Dowlen Road
Beaumont, TX 77707
Tel: 409-866-7073
Cell: 409-466-3664
Email: lrcinsurance@yahoo.com

Charles E. Taylor
Farmers Insurance Group
3355 Washington Blvd.
Beaumont, TX 77705
Tel: 409-842-8300
Home: 409-866-8412
Email: mrcharlestaylor@cs.com

O'Dell E. Harmon
A & M Marketing
595 Orleans, Suite 1128
Beaumont, TX 77701
Tel: 409-466-2533
Email: odharm21@yahoo.com
Website: www.coloniallife.com

Lora Brooks Francis
Insurance Medical Services, Inc.
8100 Lemon Tree Court
Port Arthur, TX
Tel & Fax: 409-722-0077
Cell: 409-289-0945

Mark A. Williams
Protectors Insurance & Financial Services
2600 South Loop West, Suite 520
Houston, TX 77054
Tel: 832-347-6080
Fax: 713-660-9977
Email: mwilliams@protectorinsurance.com

Mr. Lawrence Evans
Farmers Insurance Co.
3355 Washington Blvd.
P.O. Box 22897
Beaumont, TX 77720
Tel: 409-842-8300
Fax: 409-842-8304
Email: levansinsurance@msn.com

Tarik Cooper
Frank and Cooper, Inc.
125 IH 10 North Street, Suite 410
Beaumont, TX 77707
Tel: 409-284-5341
Cell: 409-939-0247

Thelma Jefferson
Discount Medical & Dental
5125 Folsom
Beaumont, TX 77706
Tel1: 409-899-9194
Tel2: 409-4661822
Email: cautiousscenery@aol.com

Investment

Connie D. Gist
EdwardJones
4414 Dowlen Road, Suite 102
Beaumont, TX 77706
Tel1: 409-896-5852
Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
B & A Lawn Care Service
P.O. Box 22855
Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane

Tel: 409-842-2773

Logistic

*Ray Deshotel
Beaumont Warehouse-Transportation
P.O. Box 20477
Beaumont, TX 77720
Tel: 409-883-9997
Fax: 409-883-4208
Cell: 409-299-0053
Email: ldeshotel@pnx.com

Maintenance

Kenny L. Tims, Sr.- President
KT Maintenance Company, Inc.
800 Proctor Street
Port Arthur, TX 77640
Tel: 409-982-9952
Fax: 409-982-4851
Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
M&R Cleaning Services
Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
P.O. Box 22741
Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control
Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Petroleum Testing/Marine Barge/Ship Inspection

* Tiffany Liepke, President
Chemical and Petrochemical Inspections L.P.
5300 39th Street – P.O. Box 387
Groves, TX 77619
409-962-1318
Mobile: 409-460-0484
Email: liepke@cpilaboratory.com
Website: cpilaboratory.com

Photography

Harold's Photography
2705 S. Fourth St
Beaumont, TX 77705
Tel: 409-794-5376
Fax: 409-842-4143
Email: haynes.haynes@sbcglobal.net

Johnny Beatty Barry
Photographer & Videographer
2906 Roberts St.
Beaumont, TX 77701
Tel: 409-842-3903

Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
2370 Columbia Street
Beaumont, TX 77701
Tel: 409-833-2796

Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications
Angel San Juan
KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs
Spotlight Magazine
P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

Jesse Samuels, Sr.
Cumulus
755 S. 11th Street, Suite 102
Beaumont, TX 77701
Tel: 409-833-9421
Fax: 409-833-9296
Home: 409-983-5404

Jessie Haynes
NAC Publishing- 10 Stupid Things

P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222

Mr. A. B. Bernard
BGI Enterprise
PO Box 22077
Beaumont, TX 77720-2077
Tel: 409-833-0303
Fax: 409-833-0744

Ms. Vicke Frank
KZZB Radio
2531 Calder Ave.
Beaumont, TX 77702
Tel: 409-833-0990
Fax: 281-424-7588

Tracie Payne
CUSH Magazine
P.O. Box 22197
Beaumont, TX 77720
Tel: 409-212-1111
Website: www.cush.com

Purchasing/ Procurement

Odell Wynn
WGN Procurement
2626 South Loop West, Suite 545
Houston, TX 77054
Tel: 713-857-8359

Real Estate

Dr. Kevin Moulton
Synergy International Realty
2955 Laurel St.
Beaumont, TX 77702
Tel: 409-835-1111
Fax: 409-866-5463
Email: drvinnie@sbcglobal.net

Kim Fenner
ERA Team REALTORS
2396 Eastex Freeway
Beaumont, TX 77703

Tel: 409-898-0701
Fax: 409-898-8591
Cell: 409-893-0735
Email: kim.fenner@era.com
Website: www.erateamrealtors.com

Mr. Pat Gibbs
G-Team Real Estate
3229 Washington Blvd.
Beaumont, TX 77705
Tel: 409-832-2500
Fax: 409-832-2515
Email: phgibbs@sbcglobal.net

Mrs. Dee Richard Chavis
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@gt.rr.com

Mrs. Patricia Beckett White
Dee Richard Real Estate
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-839-4580
Fax: 409-839-4395
Email: drealestate@ft.rr.com

Mrs. Willie Mae Thomas
Five Brothers Investments
6140 W. Windemere Dr.
Beaumont, TX 77713
Tel: 409-898-4100
Cell: 409-201-0777

Fax: 409-898-4090
Email: grannysboy4@yahoo.com

Walter Kyles, Jr. & Co.
Insurance- Real Estate- Construction
2875 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-3444
Fax: 409-842-9770
Cell: 409-338-1365
Email: kyles@aol.com

Restaurants

Floyd & Carol Dixon
Southern Delight Restaurant
3195 Washington Blvd.
Beaumont, TX 77705
Tel: 409-840-5025

Frank Owens, Proprietor
Dairy Queen
3755 College St.
Beaumont, TX 77701
Tel: 409-838-4723

Nolan Hines, Jr.
Taste of Orleans
672 Orleans St.
Beaumont, TX 77701
Tel: 409-833-9460
Cell: 409-553-4632
Fax: 409-833-9470
Website: www.tasteoforleansonline.com

Roofing

John & Lawrence
Norman & Norman Roofing
Beaumont, TX
John Tel: 409-454-8586
Lawrence Tel: 409-838-4266

Safety & Sanitary Supplies

Armstead Price, Owner
MVP Janitorial Inc.
5430 Concord Road, Suite A

P.O. Box 22961-2961
Beaumont, Tx 77720
Tel: 409-347-4100
Cell: 409-454-5100

*S and S – Enterprises
PO Box 1983
Beaumont, TX 77704
Tel: 409-842-0594
Fax: 409-842-0594
Pager: 409-726-3624

The Invisible Armor
Tammy Powell
P.O. Box 22492
Beaumont, TX 77720
Tel: 409-840-9801
Fax: 409-840-9815
Email: www.iarmor.net

Trophies

*Harold Williams & Sherrie Charles
AAA Trophy Shop & Etc.
4570 Highland Ave
Beaumont, TX 77705
Tel: 409-651-6050
Fax: 409-842-6473
Email: aaatrophyshop@yahoo.com

Trucking/Heavy Hauling

Alex J. Jeanmard
J&J Trucking
Tel: 409-833-3026

Erwin Charles
Charles Trucking
Tel: 409-835-5805

Delisa Bean
Dawn Express
2005 Broadway, Suite 113
Beaumont, TX 77702
Tel: 409-212-8222

Frank Patillo
Frank Patillo Trucking

Tel: 409-833-0804

Gerald Castille
G&S Trucking & Mowing
Tel: 409-832-8347

Chris Gobert
Gobert Trucking Company
Tel: 409-838-5079

Jerry P. Bernard
Bernard's Trucking
Tel: 409-842-1259

Joseph Charles
J&P Trucking
Tel: 409-835-3119

Mrs. Shelia M. Mire
W&S Mire Trucking

Roland Eaglin
Roland Eaglin Trucking
Tel: 409-835-0100

*Lovetts Trucking
Kima K. Lovett Sr/Owner
P.O. Box 12342
Beaumont,Texas 77726
Ph: (409) 455-1399
Email: lovettstruckingllc@gmail.com

Warehouse and Transportation

Beaumont Warehouse & Transportation
409-842-9996

Wrecker Services
Mr. Chuck Guillory
Chuck's Wrecker Service
2945 Blanchette Service
Beaumont, TX 77701
Tel: 409-832-8228
Fax: 409-833-8348

Tommy Guillory
Guillory's Wrecker Services
4020 Fannett Rd

Beaumont, TX 77705
Tel: 409-842-5106
Bernard Simon
Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, JOSHUA W. ALLEN , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors - Jefferson County Drainage District No. 6 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Joshua W. Allen

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of JEFFERSON

Sworn to and subscribed before me on this 13 day of May, 2025.

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

JEFF BRANICK

Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, JOSHUA W. ALLEN SR., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Director on the Board of Directors for Jefferson County Drainage District No. 6, Jefferson County, Texas.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 05/13/25

Joshua W. Allen Sr.
Signature of Officer

VG-104-2025-13753

Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk

Instrument Number: 13753

Bonds, Oaths, Deputations

Recorded On: May 28, 2025 03:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $0.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	13753	ROXANNE HELLBERG
Receipt Number:	20250528000127	IR
Recorded Date/Time:	May 28, 2025 03:12 PM	
User:	Megan K	BEAUMONT TX 77701
Station:	CCLERK42	

COUNTY COURT OF JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
Jefferson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX

Roxanne Acosta-Hellberg

Form #2204 Rev 9/2017 **Submit to:** **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**This space reserved for office use** **OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, BERNARD DALEO JR. , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors - Jefferson County Drainage District No. 6 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas

County of Jefferson

Sworn to and subscribed before me on this 13 day of May, 2025.

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

JEFF BRANICK

Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, BERNARD DALEO JR., do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Director on the Board of Directors for Jefferson County Drainage District No. 6, Jefferson County, Texas.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5-13-25

Signature of Officer

VG-104-2025-13752

Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk

Instrument Number: 13752

Bonds, Oaths, Deputations

Recorded On: May 28, 2025 03:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $0.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	13752
Receipt Number:	20250528000127
Recorded Date/Time:	May 28, 2025 03:12 PM
User:	Megan K
Station:	CCLERK42

Record and Return To:

ROXANNE HELLBERG

IR

BEAUMONT TX 77701

COUNTY COURT OF JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
Jefferson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX

Roxanne Acosta-Hellberg

Form #2204 Rev 9/2017	This space reserved for office use
Submit to: **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, CHARLES "CHUCK" GUILLORY, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors - Jefferson County Drainage District No. 6 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of TEXAS

County of JEFFERSON

Sworn to and subscribed before me on this 13 day of May, 2025.

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

JEFF BRANICK

Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, CHARLES "CHUCK" GUILLORY, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Director on the Board of Directors for Jefferson County Drainage District No. 6, Jefferson County, Texas.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5·13·2025

Signature of Officer

VG-104-2025-13754

Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk

Instrument Number: 13754

Bonds, Oaths, Deputations

Recorded On: May 28, 2025 03:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $0.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	13754	ROXANNE HELLBERG
Receipt Number:	20250528000127	IR
Recorded Date/Time:	May 28, 2025 03:12 PM	
User:	Megan K	BEAUMONT TX 77701
Station:	CCLERK42	

COUNTY COURT OF JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
Jefferson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX

Roxanne Acosta-Hellberg

Form #2204 Rev 9/2017	This space reserved for office use
Submit to: **SECRETARY OF STATE** **Government Filings Section** **P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **FAX 512-463-5569** **Filing Fee: None**	**OATH OF OFFICE**

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, ANTHONY "TONY" MALLEY III , do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors - Jefferson County Drainage District No. 6 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Anthony Malley III
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson

Sworn to and subscribed before me on this 13 day of May, 2025.

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

Jeff Branick
Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, ANTHONY "TONY" MALLEY III, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Director on the Board of Directors for Jefferson County Drainage District No. 6, Jefferson County, Texas.

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: May 13, 2025

Signature of Officer

VG-104-2025-13751

Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk

Instrument Number: 13751

Bonds, Oaths, Deputations

Recorded On: May 28, 2025 03:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $0.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:		**Record and Return To:**
Document Number:	13751	ROXANNE HELLBERG
Receipt Number:	20250528000127	IR
Recorded Date/Time:	May 28, 2025 03:12 PM	
User:	Megan K	BEAUMONT TX 77701
Station:	CCLERK42	

STATE OF TEXAS
Jefferson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX

Roxanne Acosta-Hellberg

Form #2204 Rev 9/2017 Submit to: SECRETARY OF STATE Government Filings Section P O Box 12887 Austin, TX 78711-2887 512-463-6334 FAX 512-463-5569 Filing Fee: None	This space reserved for office use OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, CHALLIE RENEAU, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Board of Directors for Jefferson County Drainage District No. 6 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson
Sworn to and subscribed before me on this 13 day of May, 2025

(Affix Notary Seal, only if oath administered by a notary.)

Signature of Notary Public or
Signature of Other Person Authorized to Administer An Oath

JEFF BRANICK
Printed or Typed Name

Form #2201 Rev. 05/2020 **Submit to:** **SECRETARY OF STATE** **Government Filings** **Section P O Box 12887** **Austin, TX 78711-2887** **512-463-6334** **512-463-5569 - Fax** **Filing Fee: None**	**STATEMENT OF OFFICER**

Statement

I, CHARLIE RENEAU, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Director on the Board of Directors for Jefferson County Drainage District No. 6

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: 5.13.25

Signature of Officer

VG-104-2025-13750

Jefferson County
Roxanne Acosta-Hellberg
Jefferson County Clerk

Instrument Number: 13750

Bonds, Oaths, Deputations

Recorded On: May 28, 2025 03:12 PM

Number of Pages: 3

" Examined and Charged as Follows: "

Total Recording: $0.00

********** **THIS PAGE IS PART OF THE INSTRUMENT** **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number:	13750
Receipt Number:	20250528000127
Recorded Date/Time:	May 28, 2025 03:12 PM
User:	Megan K
Station:	CCLERK42

Record and Return To:

ROXANNE HELLBERG

IR

BEAUMONT TX 77701

COUNTY COURT OF JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
Jefferson County
I hereby certify that this Instrument was filed in the File Number sequence on the date/time printed hereon, and was duly recorded in the Official Records of Jefferson County, Texas

Roxanne Acosta-Hellberg
Jefferson County Clerk
Jefferson County, TX

Roxanne Acosta-Hellberg

BE IT REMEMBERED that at a meeting of the Commissioners' Court of Jefferson County, Texas, held on the 27 day of May, 2025 on motion made by Everette Bo Alfred, Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of Precinct No. 3, the following Resolution was adopted:

Resolution

WHEREAS, the Jefferson County Court of Commissioners (the "Court of Commissioners") has been advised by the Jefferson County Housing Finance Corporation (the "Corporation") that the Corporation has approved the issuance of bonds, in one or more series (the "Bonds"), in a principal amount not to exceed $10,000,000, to finance in part the acquisition and rehabilitation of a 90-unit multifamily residential rental project for low income senior persons located in Jefferson County to be known as the "Seville Apartments" (the "Project") and to be owned by the Corporation in accordance within the meaning of Section 394.004 of the Texas Local Governmental Code (the "Code"); and

WHEREAS, notice of a public hearing regarding the issuance of bonds for such purpose was posted by the Court of Commissioners on May [21], 2025; and

WHEREAS, on May 27, 2025, the Authority held a public hearing regarding the issuance of the Bonds and the Project, and no members of the public raised any objections to the issuance of the Bonds or the financing of the Project; and

NOW, THEREFORE, the Court of Commissioners, does hereby approve the Corporation's issuance of the Bonds for the purpose of financing in part the acquisition and rehabilitation of the Project to be owned by the Corporation within the meaning of Section 394.004 of the Code

Signed this 27th 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

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 27 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:

MOTORCYCLE SAFETY AND AWARENESS MONTH

WHEREAS, Freedom of the open road is an image that reflects the American Spirit, and few images portray the essence of that spirit better than a motorcycle on the open road. Motorcycles have been an integral part of our military and our police forces for generations. In Southeast Texas motorcycles are a means of transportation and recreation for many.

WHEREAS, all drivers can take proactive measures to improve motorcycle safety — namely, allow for greater following distances when behind motorcycles, yield the right-of-way when appropriate, and take caution at intersections, where most motorcycle collisions occur.

WHEREAS, Motorcycle safety is the responsibility of ALL drivers — those in vehicles and those on motorcycles. All drivers should Look Twice, Share the Road and NOT Drive Distracted.

WHEREAS, During the month of May, businesses, organizations and government entities come together to raise awareness of motorcycle safety in hopes of reducing motorcycle-related collisions and fatalities. To promote safer roads for all travelers, we must share the road, obey traffic laws and watch out for motorcyclists.

NOW, THEREFORE, the Commissioners' Court of Jefferson County, Texas, does hereby proclaim the month of May, 2025 as MOTORCYCLE SAFETY AND AWARENESS MONTH in Jefferson County Texas and we urge all citizens to remain aware of motorcyclists and afford them the courtesies they deserve while utilizing our highways.

Signed this 27 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

Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

May 13, 2025

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of April 30, 2025, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.490%. The 90 day Treasury discount rate on April 30, 2025 was 4.20% and the interest on your checking accounts for the month of April was 3.96

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda May 20, 2025, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for April, 2025,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END APRIL 30, 2025 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE COUPON	Coupon paid TO DATE	BOOK VALUE ACCRUED INT.)
INVESTMENTS																
TEXAS CLASS		$20,000,000.00	$20,000,000.00	100	4.255%		NONE			TX-01-0485-4001	TEXAS CLASS	$20,000,000.00			$65,448.04	$20,000,000.00
CDs and Securities																
FHLB 4.65%	23-Dec-24	$5,000,000.00	$5,000,000.00	100	4.650%	23-Dec-27	23-Dec-25	967	1095	3130B4DJ7	NATIONAL ALLIANCE	$5,009,700.00	$100.1940	$82,020.83	$0.00	$5,091,720.83
FNMA 4.55%	13-Jan-25	$5,000,000.00	$5,000,000.00	100	4.550%	13-Jan-28	13-Jan-26	988	1095	3136GA5M7	NATIONAL ALLIANCE	$5,006,150.00	$100.1230	$67,618.06	$0.00	$5,073,768.06
FHLB 4.50%	15-Jan-25	$5,000,000.00	$5,000,000.00	100	4.500%	15-Jan-27	15-Jan-26	625	730	3130B4MH1	NATIONAL ALLIANCE	$5,010,250.00	$100.2050	$65,625.00	$0.00	$5,075,875.00
FNMA 4.50%	18-Feb-25	$5,500,000.00	$5,500,000.00	100	4.500%	18-Feb-28	18-Feb-26	1024	1095	3136GAAH2	NATIONAL ALLIANCE	$5,514,575.00	$100.2650	$49,500.00	$0.00	$5,564,075.00
FHLB 4.35%	03-Mar-25	$5,000,000.00	$5,000,000.00	100	4.350%	03-Mar-28	03-Mar-26	1038	1096	3130B5FB9	NATIONAL ALLIANCE	$4,988,400.00	$99.7680	$34,437.50	$0.00	$5,022,837.50
FNMA 4.11%	27-Mar-25	$5,300,000.00	$5,300,000.00	100	4.110%	24-Mar-28	24-Mar-27	1059	1093	3136GADG1	NATIONAL ALLIANCE	$5,298,145.00	$99.9650	$19,967.75	$0.00	$5,318,112.75
FAMCA 5.02%	23-Jul-24	$3,000,000.00	$3,000,000.00	100	5.020%	23-Jul-27	23-Jul-25	814	1095	31424WLR1	NATIONAL ALLIANCE	$3,000,330.00	$100.0110	$40,578.33	$75,300.00	$3,040,908.33
FHLB 5.15	01-Apr-24	$5,000,000.00	$5,000,000.00	100	5.150%	01-Apr-27	01-Apr-25	701	1095	3130BOLW7	NATIONAL ALLIANCE	$5,000,100.00	$100.0020	$20,743.06	$257,500.00	$5,020,843.06
FNMA 5.50	07-May-24	$5,000,000.00	$5,000,000.00	100	5.500%	07-May-27	07-May-25	737	1095	3135GASF9	NATIONAL ALLIANCE	$4,999,900.00	$99.9980	$132,152.78	$137,500.00	$5,132,052.78
FHLB 4.00%	25-Sep-24	$5,000,000.00	$5,001,111.11	100	4.000%	10-Sep-27	10-Sep-25	863	1080	3130B2UF0	NATIONAL ALLIANCE	$4,982,550.00	$99.6510	$27,777.78	$92,777.78	$5,010,327.78
FHLB 4.25%	25-Oct-24	$1,700,000.00	$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	905	1092	3130B3G72	NATIONAL ALLIANCE	$1,701,139.00	$100.0670	$1,605.56	$35,723.61	$1,702,744.56
FHLB 4.20%	25-Oct-24	$3,300,000.00	$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	905	1092	3130B3FG3	NATIONAL ALLIANCE	$3,298,812.00	$99.9640	$3,080.00	$68,145.00	$3,301,892.00
FAMCA 4.50%	04-Nov-24	$5,000,000.00	$5,000,000.00	100	4.500%	04-Nov-27	04-Nov-25	918	1095	31424WQQ8	NATIONAL ALLIANCE	$5,007,000.00	$100.1400	$110,000.00	$0.00	$5,117,000.00

		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE				TOTAL BOOK VALUE
INVESTMENT ACCTS		$20,000,000.00	$20,000,000.00									$20,000,000.00		0.00		
CDs and Securities		$58,800,000.00	$58,801,111.11		4.490%	3.586%			665	DAYS		$58,817,051.00		655,106.65	$666,946.39	
TOTALS ALL ACCTS:		$78,800,000.00	$78,801,111.11									$78,817,051.00		655,106.65	$666,946.39	$79,472,157.65

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF APRIL 30, 2025

MARKET VALUE OF PLEDGE SECURITIES	$250,000,000.00
BALANCE IN ALL ACCOUNTS:	$198,520,843.86
OVER OR (UNDER) AMOUNT:	$51,479,156.14
	125.93%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess

Tim Funchess, Jefferson County Treasurer/Investment Officer

APRIL 2025, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS	02-Apr-25	$20,000,000.00	$20,000,000.00	100	4.255%						$65,448.04	
FHLB 5.15	01-Apr-24	$5,000,000.00	$5,000,000.00	100	5.150%	01-Apr-27	01-Apr-25	1095	3130BOLW7	NATIONAL ALLIANCE	$128,750.00	COUPON
FHLB 4.25%	25-Oct-24	$1,700,000.00	$1,700,000.00	100	4.250%	22-Oct-27	23-Apr-25	1092	3130B3G72	NATIONAL ALLIANCE	$35,723.61	COUPON
FHLB 4.20%	25-Oct-24	$3,300,000.00	$3,300,000.00	100	4.200%	22-Oct-27	23-Apr-25	1092	3130B3FG3	NATIONAL ALLIANCE	$68,145.00	COUPON
CHECKING INTEREST												$298,066.65
POOLED CASH ACCT		APRIL INTEREST			3.96%			30	1004221717	STELLAR BANK	$457,089.19	
OTHER COUNTY ACCTS		APRIL INTEREST			3.96%			30		STELLAR BANK	$30,789.63	
TAX LICENSE ACCT		APRIL INTEREST			3.96%			30	1004224083	STELLAR BANK	$2,700.00	
TOTAL		$30,000,000.00	$30,000,000.00								$788,645.47	$490,578.82 $788,645.47

FISCAL YEAR 2024-2025

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.440%	$773,427.18	4.270%		
NOVEMBER	4.390%	$704,354.07	4.190%		
DECEMBER	4.230%	$724,783.38	4.140%		
JANUARY	4.200%	$777,958.63	3.980%		
FEBRUARY	4.200%	$861,013.10	3.950%		
MARCH	4.210%	$710,176.79	3.950%		
APRIL	4.200%	$788,645.47	3.960%		
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		**$5,340,358.62**		**$0.00**	**$5,340,358.62**

CHAMBERS OF
JUDGE JOHN B. STEVENS, JR.
CRIMINAL DISTRICT COURT
JEFFERSON COUNTY COURTHOUSE

May 20, 2025

Jefferson County Commissioners

Re: Approval of funds for the Institute of Court Management's Fellows Program

Dear Sirs:

The National Center for State Courts (NCSC) is the premier program for the professional development for court managers.

Lacey Simon has completed the NCSC's Certified Court Manager program and the Certified Court Executive programs, which enhance the abilities of the managers of courts..

The National Center for State Courts also provides the Fellows Program, which is the pinnacle of development for court professionals. It is the highest level of improvement of skills and management for court managers.

Supporting Lacey Simon in this most worthy program is a honor not only for her and the Criminal District Court, but most importantly a highest honor of achievement for Jefferson County.

Please support Lacey Simon in this honorable achievement.

Sincerely,

John B. Stevens, Jr.

1085 PEARL STREET • BEAUMONT, TEXAS 77701 • (409) 835-8432 • Fax (409) 835-8766

Consider and possibly approve Out of State Travel Policy

Motion: Commissioner Alfred

Second: Commissioner Arnold

Approved

Out of State Travel Policy

When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:

1. Is the trip budgeted? If not, how is the trip to be funded?
2. Is the training mandatory or does the training directly impact the employee's assigned job duties?
3. Does the benefit appear to be worth the cost?
4. Is the training available locally or within Texas at a lower cost?

Effective 1/28/20 travel to Louisiana is now exempt from requiring Court's approval. All other travel besides Texas and Louisiana will still require Court's approval either by specific listing in approved budget or Commissioner's Court agenda item.

1. Is the trip budgeted? If not, how is the trip to be funded?

   The Criminal District Court has funding in our yearly budget to cover the first tuition payment and the remainder of the travel expenses. A scholarship was granted to Mrs. Simon by the National Center for State Courts that covers hotel and flight expenses for this trip.

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

   Court Coordinators of district and county courts are required to complete a minimum of 16 hours of continuing education each fiscal year. This program directly impacts the employee's job duties as the Institute of court Management focuses on education of court personnel only.

3. Does the benefit appear to be worth the cost?

   ICM Fellows is a nationally recognized program that the State Justice Institute describes in the following way.

   "What does being a Fellow mean to the court community? CCJ and COSCA described the importance of the Fellows program in a joint resolution. The resolution recognizes Fellows as important court leaders, the importance of Fellows projects in improving the administration of justice, and Fellows "as a symbol of professional expertise and individual commitment to excellence in service."

4. Is the Training available locally or within Texas at a lower cost?

   ICM Fellows is only available through the National Center for State Courts, which is located in Williamsburg Virginia. There is no other program that offers this high level of training.

NCSC
National Center for State Courts

300 Newport Avenue
Williamsburg, VA 23185
1-800-616-6160
www.ncsc.org

Federal Tax ID: 52-0914250

CUSTOMER ID 202968 **DATE MARCH 24, 2025**

PARTICIPANT	PAYMENT ADDRESS
Ms. Lacey Simon Court Coordinator Jefferson Criminal District Court 1085 Pearl Street Beaumont, TX 77701 Lacey.Simon@jeffersoncountytx.gov	National Center for State Courts Institute for Court Management 300 Newport Avenue Williamsburg, VA 23185 United States

ICM FELLOWS PHASE	TUITION	TOTAL
Coursework	$1500	$1500

Payment by check, credit card, or electronic funds transfer (EFT) accepted. Please include a copy of this invoice with the check. If paying by credit card, please visit https://icm.ncsc.org/icmssa/ssaapexmnucall?p_app_id=ARSSA&p_page_id=6500&p_clearcache=6500. You will need your customer ID, which is listed at the top of this invoice and your invoice number, which is 189842.

CREDITS	
TOTAL DUE (USD)	$1500
TOTAL DUE BY DATE	June 21, 2025

Please contact Mandy Sarkissian, (757) 503-1818 or msarkissian@ncsc.org, with any invoice questions.

ICM is pleased to serve as your professional education provider.
Thank you for your business!

ICM
Institute for Court Management

Lacey Simon
Court Coordinator, Criminal District Court
05/06/25

Judge John B. Stevens, Jr.
Presiding Judge, Criminal District Court
1085 Pearl Street
Beaumont, TX 77701

Dear Judge John B. Stevens, Jr.:

I have recently been accepted as a student and perspective Fellow with the Institute of Court Management (ICM). This prestigious program is managed by the National Center for State Courts (NCSC). This institution provides continuing education for court personnel and administration, as well as providing resources and support for state courts. Each year, I am required to obtain continuing education hours as a district court coordinator.

"In Texas, court coordinators of district and county courts at law are required to complete 16 hours of continuing education each fiscal year to maintain their certification. This requirement is outlined in Texas Government Code §74.106 and the Texas Court of Criminal Appeals' Rules of Judicial Education."

Although there are many different entities that provide continuing education for court staff, the ICM Fellows program is a masters level program that provides students with the highest level of education available for court staff. Once the program is complete, each student will have a published thesis, and will be a Fellow with ICM. Since the creation of ICM Fellows, there has only been 1 person from Jefferson County, Texas to complete the Fellows program, and that was in back in the 1970's.

"Established in 1970, it marked the creation of the ICM. Since then, it has graduated over 1,300 alumni from 49 states and 12 countries. Many graduates agree completing the ICM Fellows program is one of their proudest achievements. Graduates include state court administrators, Burger Society members, Burger Award winners, NACM presidents, ICM Faculty, and other important court leaders."

The acceptance in the Fellows program does come with a cost. Not only is there a required tuition fee is $4,000.00, but students are also required to travel to Williamsburg, Virginia and Washington DC while in the program. The NCSC does offer some scholarships to help with tuition and travel, but those are not always guaranteed.

I am asking for financial assistance to pay for the tuition fee for this program. In the past, Jefferson County has paid for continuing education for court staff in the form of convention fees, hotel, food, and mileage. I am only asking for tuition payment assistance, as I was granted a scholarship for travel to Williamsburg and I am willing to personally cover the cost of travel to Washington DC. I also plan to apply for any available scholarship while in the program, and will inform the county if I am awarded any tuition assistance from other sources.

The first tuition payment is due June 1, 2025 in the amount of $1,500.00.

Whatever your decision, please accept my sincere thanks for your time and consideration of my request.

Sincerely,

L. Simon

Lacey Simon

Enclosure

5/14/25
Approved
JB Stevens
CDC Judge

NCSC
National Center for State Courts

Trusted Leadership. Proven Solutions. Better Courts.

Mary Campbell McQueen
President

John R. Meeks
Vice President
Education & Professional Development

March 24, 2025

Lacey Simon
Court Coordinator
Jefferson Criminal District Court
1085 Pearl Street
Beaumont, TX 77701

Dear Ms. Simon,

Thank you for your application to the Institute for Court Management (ICM) Fellows Program. Following an examination of your background and experience and a thorough review of your application materials, it is my pleasure to invite you to become a member of the 55th class. Congratulations on your acceptance into the National Center for State Courts' (NCSC) premier certification program for court executives. Upon completion of the Fellows Program and your graduation at the United States Supreme Court, you will join an elite group of alumni who, for over 50 years, have helped to shape the field of modern court administration.

Participation in the 55th class is contingent upon your completion of the Certified Court Executive credential by June 22, 2025. If you are unable to complete the requirement by then or have questions about it, please contact us to discuss the options that may be available to you.

The ICM Fellows webpage provides Information about tuition and scholarships information. Please note that tuition rates are subject to change. Scholarships may be available to help to defray some program costs. Mandy Sarkissian, our program manager, will distribute funding information to eligible participants if available. Feel free to contact her if you have questions.

Please accept or decline this invitation by April 4, 2025. The schedule for 2025-26 is attached along with an invoice for Coursework tuition and a Fellows expectations document. Once you confirm enrollment, you will receive an email with more information about registering for optional orientation sessions. We are still arranging some Residency details. Once they are finalized, we will share Residency logistics.

On behalf of NCSC and ICM, I welcome you to the ICM Fellows Program and wish you continued success in your professional development. Please do not hesitate to contact us if you have any questions or require additional information.

Sincerely,

John R. Meeks

JRM/mrs

ICM Fellows 55th Class Schedule

2025			
Classes are scheduled from 1:00 – 3:00 p.m. (eastern) unless indicated otherwise[12]			
April 14, 2025	Optional	Using Zoom	Via Zoom
April 23, 2025	Optional	Using Box	Via Zoom
April 30, 2025	Session 1		Via Zoom
May 13, 2025	Session 2		Via Zoom
May 28, 2025	Session 3		Via Zoom
June 11, 2025	Session 4		Via Zoom
June 22-27, 2025	Residency		Williamsburg
July 16, 2025	Session 5		Via Zoom
July 28-Aug 1, 2025	Small Group Meetings		TBD
Aug 14, 2025	Session 6		Via Zoom
Aug 27, 2025	Session 7		Via Zoom
Sept 1-5	Small Group Meetings		TBD
Sept 10, 2025	Session 8		Via Zoom
Sept 24, 2025	Session 9		Via Zoom
Nov 3-7	Small Group Meetings		TBD
Nov 12, 2025	Session 10		Via Zoom
Dec 1-5	Small Group Meetings		TBD
2026			
Jan 21, 2026	Session 11		Via Zoom
Feb 2-6	Small Group Meetings		TBD
Feb 18, 2026	Session 12		Via Zoom

ICM Fellows 55th Class Schedule

Mar 2-6	Small Group Meetings		TBD
Mar 11, 2026	Session 13		Via Zoom
April 6-7, 2026	Small Group Meetings		TBD
May 8, 2026	Final Paper Draft Due		
May 13, 2026	Session 14	Tips for Successful Presentations	Via Zoom
May 20, 2026	Optional	Group Practice	Via Zoom
May 25-June 5	Optional	1:1 Practice with Staff	Via Zoom
June 8 - 11, 2026	Panel Presentations		Via Zoom
July 9 - 10, 2026	Celebration Dinner and Graduation *Graduation events take place in Washington DC beginning on Thursday afternoon/evening followed by the graduation ceremony and reception the following morning*		Washington DC

[1] *Participation in all Sessions and Residency is required. Attendance at Optional Sessions is highly recommended.*

[2] *Sessions may be added or removed based on the needs of the class.*

Fellows Program Goals

The ICM Fellows Program creates leaders dedicated to court improvement who:

1. Are self-reflective and engaged in lifelong personal and professional development;
2. Want to be part of a community of practice and are dedicated to the health and development of that community;
3. Understand the unique leadership challenges and opportunities in loosely-coupled systems and the skills and knowledge needed to be effective; and,
4. Are data-literate and can use research and data as diagnostic tools for understanding and solving problems and executive decision-making.

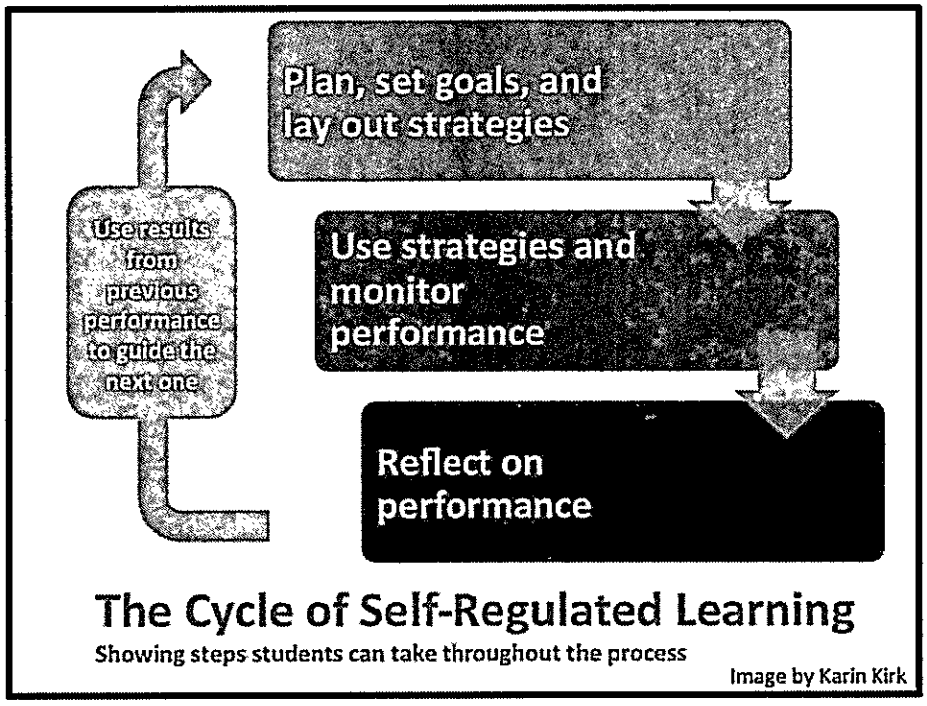
Fellows Course Expectations

The Institute for Court Management Fellows program is a rigorous leadership development experience designed to create court leaders who are wise consumers, effective contributors, and critical evaluators of data and research. It challenges learners in a variety of personal ways while also providing practical skills in research, writing, analysis, and presentation.

There is no graded work in the Fellows program. Learners get what they put in. It becomes clear at the end of the program who was a serious participant and who was not. Remember, you will have to present your work to your classmates and a panel of experts, including Fellows alumni. Your paper will also be published in the NCSC's library and available to anyone who wishes to read it. Your name will be connected to your research in perpetuity. No amount of last-minute dedication can make up for a year of inconsistent commitment.

Like many online learning environments, Fellows involves a combination of in-person (synchronous) and individual (asynchronous) work. Because most of the learning in Fellows takes place outside of the classroom, it is important for learners to engage in self-directed learning and participation. Part of the challenge of the program

is engaging in the self-regulated learning cycle, a reflective practice important for developing mastery.



To learn more about self-regulated learning, visit this website (also the source for the image above). This learning cycle is not only helpful for you in the Fellows program but is also useful for coaching and mentoring others.

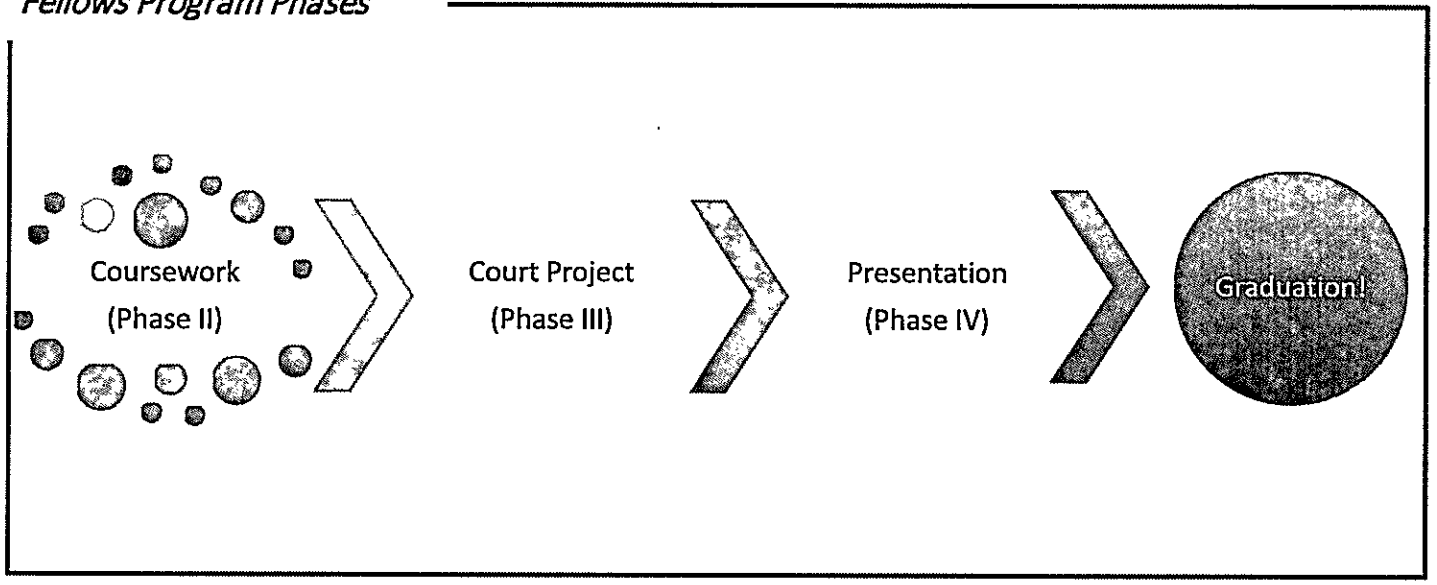
Fellows is not a competitive program. You are entering a supportive community of practice with like-minded peers who share your goals. Use your colleagues and Fellows staff as resources and be a resource to others. We only ask that you push yourself to grow and be a better version of you. This program will challenge you in many ways. It may challenge your self-confidence and highlight some vulnerabilities. These challenges will change you and help shape you as a leader. Please do not hesitate to ask Fellows staff for help. We are here to listen, encourage, brainstorm, and give you a gentle push if you need it.

We will use a variety of online tools during this program, including discussion boards, Zoom, and shared cloud files. It is expected that learners will have internet access, Microsoft Office, and any other programs downloaded, updated, and ready for

use at the start of the program. It is strongly suggested that everyone participates with a web camera.

The Fellows schedule is somewhat fluid to allow for flexibility in meeting the needs of learners. Staff take advantage of this flexibility to tailor the experience for each cohort's interests and needs. Some cohorts may need additional time with certain concepts. In that case, the schedule may be adjusted, or additional webinars/asynchronous work may be added. The figure below provides a general outline of the Fellows program phases.

Fellows Program Phases



Coursework Phase

Purpose: The main purpose of the Coursework Phase is to prepare learners for the successful completion of the Court Project Phase by teaching executive decision-making through research. Topics during this phase cover research methods, the court project paper format, academic writing, literature reviews, data collection methods, data-driven management, self-reflection, critical thinking, and leadership. This phase also seeks to build relationships amongst the cohort and with the NCSC through engaging NCSC subject matter experts, working with other learners, and a week-long residency at the NCSC in Williamsburg, VA.

Description: The phase lasts from spring to fall. Typically, it involves one to two 2-hour synchronous Zoom sessions per month, and 5 hours asynchronous work per week. Work increases towards the end of the phase as learners begin working more heavily on their projects to prepare for the start of the Court Project Phase and work with their Court Project Advisor.

Completion requirements: Successful phase completion includes attending all classes (or viewing all class recordings), completing all asynchronous work, attending Residency in Williamsburg, and the submission of at least the first draft of the paper Introduction, Literature Review, Methods, and a Works Cited section. It will also include the most recent version of the Court Project Plan with well-developed research questions.

Court Project Phase

Purpose: The Court Project Phase is where everything learned in acquiring the CCE and in completing the Coursework Phase is synthesized to produce a novel applied research project that contributes to the court administration field. This phase includes data collection, analysis, determining research findings, and drafting recommendations. This is where the "rubber hits the road" in Fellows. Learners will have the benefit of a project advisor with expertise in their topic area. Learners will also have the support of Fellows staff.

Description: The phase lasts from fall to spring. Typically, it involves two meetings with the project advisor and one synchronous Zoom session per month. Asynchronous time is dependent on the demands of the project and how much work learners complete on draft sections in the Coursework Phase.

Completion requirements: Successful completion of the phase is a professional final paper draft and a project that is ready to be evaluated through a presentation to the class and evaluation panel.

Presentation Phase

Purpose: The Presentation Phase is where learners demonstrate their progress in learning executive decision-making through research. Learners are required to deliver a 15-minute presentation and conduct a 10-minute Q&A on their projects. This phase includes learning how to deliver presentations on Zoom, creating engaging presentation materials, telling stories with data, and presentation skills.

Description: The phase lasts about 4 weeks. It includes one 2-hour synchronous Zoom session on presentation expectations, how to present on Zoom, and how to design engaging slides. There are multiple opportunities for learners to practice. There is a group practice session where learners evaluate each other using the presentation rubric, individual practice sessions where learners can practice with Zoom technology, and an optional dress rehearsal where Fellows staff will give personalized feedback and coaching.

Completion requirements: The phase culminates with a presentation to an evaluation panel and classmates during a synchronous Zoom session. The 15-minute presentation is followed by a 10-minute Q&A, and then a 10-minute private feedback session with the evaluation panel. Successful completion of the phase is the delivery of a professional presentation evaluated by the panel.

Graduation

Purpose: Graduation celebrates learners' achievements and ends a journey involving hard work, challenge, and growth. Traditionally, graduates are celebrated at an awards dinner the night before graduation and a Friday ceremony with speakers, diploma awards, and a reception at the United States Supreme Court.

Fellows Program Policies

Attendance

1. The general expectation is that learners will be present and participate in all scheduled classes and activities. With a limited number of class sessions and the unique voice that each learner brings to the class, the program and curriculum design are based upon the presence and participation of all class members in every session. Learners should review the schedule upon receipt and notify the staff of any conflicts that they are unable to resolve.

2. Learners are encouraged to share the schedule with their immediate supervisor so that there is a full understanding of the impact of scheduled classes and activities during regular office hours.

3. For classes that take place via Zoom, "presence" is understood to mean connection to the session via a laptop or desktop computer (not a cell phone) with video and audio enabled and in a location that is conducive to full participation in the class.

4. Absences must be approved by the Dean in advance of the class. Learners who are excused from attendance are expected to watch the class recording and submit all assignments on time.

5. Unexpected emergencies may occur. In this event, learners are expected to notify the staff as soon as possible and will be expected to complete the requirements noted in item 4.

6. Any learner who can be present for only part of any scheduled class should contact staff who will decide on any required remediation, based upon the specific circumstances.

7. Multiple absences, whether excused or unexcused, may be the basis for a decision that further learner participation in the program be discontinued.

8. It is the goal of the ICM Fellows program to support and enable every learner to successfully complete all course requirements and to graduate. Professional and personal circumstances sometimes create unexpected difficulties that impact attendance and participation. Full and open communication between the learner and staff will provide the most effective means of determining if and how circumstances can allow a learner's participation to continue.

Deferral Policy

Learners may defer their Fellows enrollment once to the immediate next class. This means they will not need to reapply to the program and are guaranteed acceptance and enrollment in the next class. They will start the program at the beginning of the phase they deferred from. For example, if they deferred during the Coursework phase, they would restart at the beginning of that phase; if they deferred during the Court Project Phase, they would start at the beginning of that phase. If they are unable to complete the program after a deferral, they must withdraw and apply to a later class. See the tuition policy for information on additional tuition due.

Tuition Policy

1. All payments are due before the corresponding phase begins; except, Coursework Phase tuition is due the Friday before Residency commences.

2. Tuition is not waivable or refundable. The only refund exception is in those rare events where a tuition double payment occurs, and a learner's account has a positive balance. Or, where a learner receives a scholarship for tuition paid by their employer.

3. Note, tuition policies consider both time spent in the program and project deliverables received by ICM. There may be some rare occasions where ICM may request a different tuition amount than outlined below, depending on the work or time completed.

4. Deferral tuition policies are described below.

Coursework Phase

If the learner defers before the Friday before Residency, their tuition will carry over to the immediate next class and they will not owe additional Coursework phase tuition.

If the learner defers after the Friday before Residency, they will owe a prorated amount of tuition for the immediate next class according to the schedule below.

Deferral Date	Project Deliverables	Additional Tuition
Saturday before Residency-September 30th	Submissions containing less than the deliverables listed below	$1,500
Saturday before Residency – July 31st	• Complete project plan with 3 actionable research questions connected to realistic research methods and data sources • 5-page draft literature review with in-text citations • Works Cited page with at least 5 sources	$1,000
August 1st – 31st	• All items listed above, PLUS • Introduction section outline	$500
September 1st-30th	• All items listed above, PLUS • Draft Methods section that contains all the information required by the rubric	$0, learner will start the Court Project phase with the next class

Court Project Phase

If the learner defers before October 31st, their Court Project phase tuition will carry over to the immediate next class and no additional tuition is required.

If the learner defers after October 31st, they will owe a prorated amount of tuition for the immediate next class based on how many of the substantive sections of the paper (Introduction, Literature Review, Methods, Findings, Conclusions & Recommendations) are final drafts. See the chart below for additional tuition due.

Number of Sections Completed	Additional Tuition
0 sections complete	$1,500
1 section complete	$1,250
2 sections complete	$1000
3 sections complete	$750
4 sections complete	$500
5 sections complete	$250

Presentation Phase

If the learner defers before the dress rehearsal with Fellows staff, their Presentation phase tuition will carry over to the immediate next class and no additional tuition is required. If they defer after the 1:1, they will owe $250 additional tuition.