Special, 7/29/2025 10:30:00 AM

BE IT REMEMBERED that on July 29, 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 (ABSENT)

Absent

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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

NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS July 29, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **29th** day of **July 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:

10:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to contracts being negotiated, that deliberation in open meeting, would have a detrimental effect on the position of the Commissioners Court in negotiations with a third party.

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: Brandon Willis, Commissioner, Precinct One

PURCHASING:

(a). Consider and approve award, execute, receive and file contract 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 Section 200.318-327 with Gary R. Traylor & Associates Inc.

SEE ATTACHMENTS ON PAGES 13 - 221

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

(b). Consider and approve, execute, receive and file renewal for (IFB 22-041/MR), Re- Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County for a third one (1) year renewal with Advantage Interests, Inc. from August 13, 2025 to August 12, 2026 with price increases due to increased labor and travel costs as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 222 - 224

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

(c). Consider and approve renewal for (IFB 24-032/MR), Term Contract for Herbicides for Jack Brooks Regional Airport for a first one (1) year renewal with Red River Specialties, LLC and Opterra Solutions Inc. from July 29, 2025 to July 28, 2026.

NO ATTACHMENTS

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

(d). Consider and approve, execute, receive and file an Agreement (Agreement 25-029/DC) with Tyler Technologies for the setup, configuration and consulting for a new node in org chart for Appeals DA in the amount of $4,625.00.

SEE ATTACHMENTS ON PAGES 225 - 226

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

(e).Consider and approve, execute, receive and file Job Order Contract (JOC 25-036/MR) with Preferred Facilities Group USA for Ford Park Ballfield Steel Painting in the amount of $129,509.72; in accordance with BuyBoard contract 728-24.

SEE ATTACHMENTS ON PAGES 227 - 230

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

(f).Consider and approve, execute, receive and file a Job Order Contract (JOC 25-037/MR) with Marsh Waterproofing, Inc. for Jack Brooks Regional Airport Jerry Ware Terminal painting in the amount of $1,500.00; in accordance with Region 5 ESC 20230601, 20250301 and 20250305.

SEE ATTACHMENTS ON PAGES 231 - 232

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

(g).Consider and approve, execute, receive and file a Job Order Contract (JOC 25-039/MR) with Preferred Facilities Group USA for Minnie Rogers Juvenile Justice Center Dorm 1 painting in the amount of $30,752.71; in accordance with BuyBoard contract 728-24. This project will be funded by State Funds.

SEE ATTACHMENTS ON PAGES 233 - 234

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

COUNTY AUDITOR:

(a).Consider and approve budget transfer – Road & Bridge Pct. 1 – additional cost for repairs to Gradall.

SEE ATTACHMENTS ON PAGES 235 - 238

111-0105-431-4018	ROAD MACHINERY	$57,492.00	
111-0102-431-3079	CRUSHED STONE		$57,492.00

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

(b). Consider and approve budget transfer – District Attorney – replacement of 20 laptops.

SEE ATTACHMENTS ON PAGES 239 - 239

120-2030-412-6002	COMPUTER EQUIPMENT	$42,308.00	
120-2030-412-5015	COURT COST		$42,308.00

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

(c). Consider and approve budget amendment – 279th District Court – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 240 - 240

120-2038-412-5079	JUVENILE ATTORNEY FEES	$75,000.00	
120-2039-412-5079	JUVENILE ATTORNEY FEES		$75,000.00

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

(d). Consider and approve budget transfer– County Court at Law II – additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 241 - 241

120-2052-412-5072	PAUPER ATTORNEY FEES	$50,000.00	
120-2052-412-1007	COURT REPORTER		$50,000.00

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

(e).Consider and approve budget amendment – Indigent Health Care – additional cost for contract Pharmacist.

SEE ATTACHMENTS ON PAGES 242 - 242

120-5079-442-5077	CONTRACTUAL SERVICE	$32,000.00	
120-5074-441-5006	BURIALS		$32,000.00

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

(f).Consider and approve electronic disbursement for $374,650.85 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County LPPF for the Uncompensated Care Program.

SEE ATTACHMENTS ON PAGES 243 - 246

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

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

SEE ATTACHMENTS ON PAGES 247 - 264

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

(h).Consider and approve utilizing remaining funds from the Local Assistance and Tribal Consistency Fund to purchase an additional camera storage server at a cost of $22,650 and up to five computers for an estimated cost of $5,100.

NO ATTACHMENTS

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

(i).Regular County Bills – Check #530118 through check #530340 (072225) and check #530341 through check #530565 (072925).

SEE ATTACHMENTS ON PAGES 265 - 284

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

(j).Consider and approve budget transfer– Sheriff's Office – cost of refurbishing CID interview room.

SEE ATTACHMENTS ON PAGES 285 - 285

120-3059-421-6014	BUILDINGS AND STRUCTURES	$14,500.00	
120-3059-421-5077	CONTRACTUAL SERVICE		$14,500.00

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

(k).Consider and approve electronic disbursement for $332,984.08 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve grants from Exxon Mobil in the amount of $5,000 for Emergency Management, $5,000 for the Sheriff's Department and $5,000 for the Public Health Department pursuant to Sec. 81.032, Texas Local Government Code.

NO ATTACHMENTS

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

(b).Consider and possibly approve a proclamation for Pioneering Women.

SEE ATTACHMENTS ON PAGES 286 - 286

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

COUNTY TREASURER:

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

SEE ATTACHMENTS ON PAGES 287 - 289

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

(b).Consider and approve Quarterly Report/wire for State Pooled Fees in the amount of $332,527.51 to Texas Comptroller.

NO ATTACHMENTS

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

ENGINEERING DEPARTMENT:

(a).Execute, receive and file Utility Permit 07-U-25 between Jefferson County and AT&T, for the purpose of distribution of Fiber Optic Cable along Diamond D Lane. This project is located in Jefferson County Precinct #1.

SEE ATTACHMENTS ON PAGES 290 - 304

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

(b).Consider, approve, ratify, receive, and file payment for material cost/expense check for Construction Project 08-OW-24 and Road Use Agreement from Exxon Mobil Low Carbon Logistics CCS Transport LLC, for road damages in Jefferson County Precinct #4.

SEE ATTACHMENTS ON PAGES 305 - 308

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

ROAD & BRIDGE PCT. 2:

(a).Consider, possibly approve, and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and Hamshire Fannett Independent School District pursuant to Texas Government Code, Sec. 791.

SEE ATTACHMENTS ON PAGES 309 - 309

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

SHERIFF'S DEPARTMENT:

(a).Consider, possibly approve, receive and file Letter of Agreement for Deputy Scott Weaver to purchase K-9 "Youp" pursuant to Texas Government Code 614.212.

SEE ATTACHMENTS ON PAGES 310 - 310

Motion by: Sinegal
Second by: Willis
In Favor: 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, July 29, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 29, 2025.

ADMINISTRATION/PROFESSIONAL SERVICES

PART I
AGREEMENT

THIS AGREEMENT, entered into this __29th__ day of __July____, 2025, by and between the COUNTY OF JEFFERSON, TEXAS hereinafter called the "County," acting herein by Jeff Branick, County Judge hereunto duly authorized, and Traylor & Associates, Inc. hereinafter called "the Contractor," acting herein by Mark Taylor, President.

WITNESSETH THAT:

WHEREAS, Jefferson County desires to seek disaster recovery funding under the Public Assistance and the Hazard Mitigation Grant Programs administered by the Federal Emergency Management Agency (FEMA); and,

WHEREAS, the County desires to engage Traylor & Associates, Inc. to render certain professional /administration services in connection with these Public Assistance and Hazard Mitigation Projects.

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services
   The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The period of performance for this contract shall commence on the day following the execution of this contract. Individual work orders issued under this contract will include a specific period of performance compliant with program requirements. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract(s) between the County and FEMA.
3. Local Program Liaison - For purposes of this Contract, the County Judge or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities.
   a. The Contractor agrees to provide Jefferson County, TDEM, the FEMA Administrator, the Comptroller 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 Contractor 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.
5. Retention of Records - 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/or equipment acquired with Federal funds must be retained for 3 years after final disposition.

d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

e. 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.

6. Compensation and Method of Payment – A "not to exceed" amount of compensation and reimbursement to be paid will be negotiated and specified under work orders issued for specific tasks. Compensation will be based on the hourly rate schedule included in Part III - Payment Schedule of this Agreement.

7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the FEMA contract, and shall assume full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions

a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Jefferson County, Texas.

b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.

c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

d. If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which such party may be entitled.

e. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

9. Extent of Agreement
This Agreement, which includes Parts I-IV, including all exhibits and attachments: represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: Everette D. Alfred
(Local County Official)
Jeff Branick / EVERETTE D. ALFRED
(Printed Name)
County Judge
(Title)

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST
DATE 7/29/2025

BY:
(Contractor's Authorized Representative)
Gary R. Traylor
(Printed Name)
President
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services, if requested and assigned by the County:

Grant Management Tasks

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

Eligibility Tasks

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

Allowability Tasks

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

Engagement Management Tasks

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

PART III
PAYMENT SCHEDULE

County shall reimburse Contractor for management/administrative services provided for completion of work based on an hourly rate per the following:

Position Description	**Hourly Rate**
Principal	$ 275.00
President	$ 250.00
Executive Vice President	$ 250.00
Vice President	$ 250.00
Project Manager	$ 225.00
Assistant Project Manager	$ 200.00
Financial Analyst	$ 200.00
Contract Compliance Coordinator	$ 150.00
Program Support Coordinator	$ 150.00
IT Coordinator	$ 150.00

EXPENSES

Mileage will be reimbursed at the annual IRS approved rate.

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

   Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County.
   County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

   Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.

4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or FEMA program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate, and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs

of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
   a. The Contractor represents that he/she/it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
   b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
   c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Assignability. The Contractor shall not assign any interest on this Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.

7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.

8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.

9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.

10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.

11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.

12. Conflicts of interest.
   a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between TDEM and/or

TWDB and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between TDEM and/or TWDB and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between TDEM and/or TWDB and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between TDEM and/or TWDB and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.

13. Debarment and Suspension.

a. 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 (Nonprocurement Debarment and Suspension).

b. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, (I); and Chapter IV, (6.d) and Appendix C, (2). A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov.

c. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

d. Specifically, a covered transaction includes the following contracts for goods or services:

1) The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2) The contract requires the approval of FEMA, regardless of amount.

3) The contract is for federally-required audit services.

4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

Suspension and Debarment

i. 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, its 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).

ii. 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.

iii. This certification is a material representation of fact relied upon by (insert name of subrecipient). 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 (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. 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.

Federal Civil Rights Compliance.

14. Equal Employment Opportunity.
    a. 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 Fed. Reg. 12319, 12935, 3 C.F.R. 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).
    b. Key Definitions
        1) Federally Assisted Construction Contracts. The regulation at 41 C.F.R. 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

        2) Construction Work. The regulation at 41 C.F.R. 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

    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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Contractor will not discourage 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, "Equal Employment Opportunity," 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 (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless

exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

c. Subcontracts.

1) Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.

2) Inclusion of the equal opportunity clause by reference. The equal opportunity clause may be included by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Director of OFCCP may designate.

3) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the

regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.

4) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.

16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

17. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

18. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

    a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

    b. Affirmative steps must include:

        2. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

        3. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

        4. 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;

        5. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

        6. 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

        7. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

19. DHS Seal, Logo, and Flags. Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

20. Davis Bacon Act and Copeland Anti-Kickback Act

    a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply other FEMA grant and cooperative agreement programs.

b. 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 at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction).

c. 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.

d. 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.

e. In contracts subject to the Davis-Bacon Act, 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 at 29 C.F.R. 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 Copeland Anti- Kickback 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 FEMA.

Compliance with the Contract Work Hours and Safety Standards Act

1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. 5.12.

21. Contract Work Hours and Safety Standards Act.

a. Where applicable (40 U.S.C. 3701), 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 at 29 C.F.R. Part 5.

b. Under 40 U.S.C. 3702, 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.

c. 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.

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 (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 (1) of this section, in the sum of $10 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 (1) of this section.

3) Withholding for unpaid wages and liquidated damages. Jefferson County 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 (2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (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 (1) through 4) of this section."

22. Rights to Inventions Made Under a Contract or Agreement.
    a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

    b. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA.

c. The regulation at 37 C.F.R. 401.2(a) currently defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

23. Clean Air Act and the Federal Water Pollution Control Act. – Contracts of amounts in excess of $150,000 must contain a provision that requires the Contractor 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).
    a. Clean Air Act
        1) The Contractor agrees to comply will all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. 7401 et seq.
        2) The Contractor agrees to report each violation to Jefferson County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the TDEM, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
        3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

    c. Federal Water Pollution Act
        1) 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.
        2) The contractor agrees to report each violation to Jefferson County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the TDEM, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
        3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

24. Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352 (as amended) – Contractors who apply or bid for an award of $100,000 shall 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.

    a. SEE LOBBYING FORM ATTACHED TO CONTRACT

25. Procurement of Recovered Materials.

    a. 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, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. 6962).

    b. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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.

1) 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:
   i. Competitively within a timeframe providing for compliance with the contract performance schedule;
   ii. Meeting contract performance requirements; or
   iii. At a reasonable price.

2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, http://www.epa.gov/cpg/. The list of EPA-designate items is available at http://www.epa.gov/cpg/products.htm.

26. 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.

27. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

28. No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

29. Program Fraud and False or Fraudulent Statements or Related Acts. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

LEGAL NOTICE
Advertisement for Request for Proposal

April 8, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **Request for Proposals (RFP 25-008/CG), FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. Specifications for this project may be obtained from the Jefferson County website,** https://jeffersoncountytx.gov/Purchasing/ **, or by calling 409-835-8593.**

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

PROPOSAL NAME:	**FEMA Grant Management Services for Jefferson County Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327**
PROPOSAL NUMBER:	**(RFP 25-008/CG)**
DUE DATE/TIME:	**11:00 AM CST, Wednesday, May 14, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Cindy Greene**,** Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or 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 proposal in accordance with the terms and conditions stated in this bid.

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

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

TABLE OF CONTENTS

TABLE OF CONTENTS **1**

PROPOSAL SUBMITTAL CHECKLIST **3**

SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS **4**
1.1 Vendor Instructions 4
1.2 Governing Law 4
1.3 Ambiguity, Conflict, or Other Errors in RFP 4
1.4 Notification of Most Current Address 4
1.5 Proposal Preparation Cost 4
1.6 Signature of Proposal 4
1.7 Economy of Presentation 5
1.8 Proposal Obligation 5
1.9 Incorporation by Reference and Precedence 5
1.10 Governing Forms 5
1.11 Implied Requirements 5
1.12 Compliance with RFP Specifications 5
1.13 Vendor Registration: SAM (System for Award Management) 5
1.14 FORM 1295 (Texas Ethics Commission) Requirement 6

SAMPLE OF COMPLETED FORM 1295 ..... **7**
FORM 1295 (INSERTION PAGE) **8**

1.15 Emergency/Declared Disaster Requirements 9
1.16 Evaluation 9
1.17 Withdrawal of Proposal 9
1.18 Minority-Women Business Enterprise Participation 9
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 12
1.19 Award 13
1.20 Ownership of Proposal 13
1.21 Disqualification of Proposal 13
1.22 Contractual Development 13
1.23 Assignment 13
1.24 Contract Obligation 13
1.25 Termination 13
1.26 Inspections 13
1.27 Testing 13
1.28 Loss, Damage, or Claim 14
1.29 Taxes 14
1.30 Non-Discrimination 14
1.31 Conflict of Interest 14
1.32 Confidentialality/Proprietary Information 14
1.33 Waiver of Subrogation 15
1.34 Acknowledgment of Insurance Requirements 15
1.35 Insurance Requirements 15
1.36 Workers Compensation Insurance 15

CERTIFICATE OF INSURANCE (INSERTION PAGE) **18**

SECTION 2. FEMA MANDATED CONTRACT PROVISIONS **19**
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30

TABLE OF CONTENTS (CONTINUED)

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS 32
3.1 Submission of Proposal 32
3.2 Pre-Proposal Conference 33
3.3 Questions and Deadline for Question(s) Submission 33
3.4 Tentative Schedule of Events 33

SECTION 4. PROPOSAL FORMAT REQUIREMENTS 35
4.1 Introduction to Proposal Format Requirements 35
4.2 Organization of Proposal Contents 35
4.3 Transmittal Letter 35
4.4 Table of Contents 35
4.5 Executive Summary 36
4.6 Proposer Identifying Information 36
4.7 Proposer Personnel and Organization 36

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES 38

SECTION 6. PROPOSAL REQUIREMENTS 40
6.1 Objective 40
6.2 Proposer Experience 40
6.3 Type of Services Provided 40
6.4 Laws and Regulations 40

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS 41
7.1 Introduction 41
7.2 Cost Proposal 41
7.3 Evaluation Committee 41
7.4 Evaluation Process 41
7.5 Proposal Evalutation Criteria 41

ADDENDA (INSERTION PAGE) 43

COST PROPOSAL FORM 44
NON-DISCLOSURE AGREEMENT 45
RESPONDENT INFORMATION FORM 46
VENDOR REFERENCES FORM 47
SIGNATURE PAGE 48
CERTIFICATION REGARDING LOBBYING 49
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS 50
DISCLOSURE OF LOBBYING ACTIVITIES FORM 51
CONFLICT OF INTEREST QUESTIONAIRE 52
GOOD FAITH EFFORT (GFE) 55
NOTICE OF INTENT (NOI) 56
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) 57
RESIDENCE CERTIFICATION/TAX FORM 61
HOUSE BILL 89 VERIFICATION 62
SENATE BILL 252 CERTIFICATION 63
RFP AFFIDAVIT 64

PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

☐ An acknowledgment and/or response to each section of the proposal.

☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☐ Identification of three (3) entities for which the Proposer is providing or has provided FEMA Grant Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☐ Completed and Signed FORM 1295.

☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

☐ **One (1) Original and three (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

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

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)
FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

Houston MBDA Business Center

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

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

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

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

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

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

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

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

West Texas District Office
1205 Texas Ave, Room 408

Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

HUB certification information can be found at:

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

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

	section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts	2 CFR 200 APPENDIX II (D)

	must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>$100,000	*§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 telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National	2 CFR 200.216

	Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	2 CFR 200.321

	(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *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.	2 CFR 200.334

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, **Respondent** hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines “company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

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

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or e-mail at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.gov.

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2024):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

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

3.4 TENTATIVE SCHEDULE OF EVENTS

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

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

A. Transmittal Letter

B. Table of Contents

C. Executive Summary

D. Proposer Identifying Information

E. Proposer Personnel and Organization

F. Cost Proposal Form (PAGE 44)

G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;

e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and

h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROJECT OBJECTIVE AND SCOPE OF SERVICES

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

5.1 Grant Management

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

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

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

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

5.2 Contract Agreement

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

5.3 Approach and Scope of Work

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

5.4 Grant Management Tasks

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

5.5 Eligibility Tasks

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

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

5.6 Allowability Tasks

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

5.7 Engagement Management Tasks

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

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. FEMA Grant Management.

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

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

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. SCOPE OF SERVICES PROVIDED – 15%

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

b. COST OF SERVICES – 15%

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

c. EXPERIENCE – 20%

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

d. GRANT MANAGEMENT SYSTEM – 15%

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

e. CLAIM MANAGEMENT SYSTEM – 15%

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

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

Each proposal will include a financial statement.

g. REFERENCES – 10%

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

COST PROPOSAL FORM

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

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

Name of Proposer:	
Signature:	
Title:	

Position Description	Hourly Rate
	$
	$
	$
	$
	$

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

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

_____

By: _____
Title: _____
Date: _____

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

RESPONDENT INFORMATION FORM

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

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

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

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

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

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — 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>Proposer</u>:
Please complete this form and include with proposal submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of 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 proposal.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative	Signature
Title	Date

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

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer 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/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants 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 SUCONTRACTOR 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
Proposer:
Please complete this form and include with proposal 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
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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 Proposer 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 Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. 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>Proposer</u>:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 4 of 4

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
Proposer:
Please complete this form and include with proposal 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 RFP Respondent" refers to a person who is not a resident.

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

_____
Signature of Company Representative

_____
Date

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

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

Notary Seal

_____
Notary Signature

_____
Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

( )_____
TELEPHONE NUMBER

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

_____
Notary Public

State of _____

My Commission Expires: _____

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

Addendum to RFP

RFP NUMBER: RFP 25-008/CG

RFP TITLE: FEMA Grant Management Services for Jefferson County

RFP DUE BY: **11:00 am CT, Wednesday, May 14, 2025**

ADDENDUM NO.: 1

ISSUED (DATE): April 23, 2025

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

Reason for Issuance of this Addendum: The deadline for asking questions is amended to 5:00pm, CST, Friday, April 25, 2025.

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

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

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

Addendum to RFP

RFP NUMBER: RFP 25-008/CG

RFP TITLE: FEMA Grant Management Services for Jefferson County

RFP DUE BY: **11:00 am CT, Wednesday, May 14, 2025**

ADDENDUM NO.: 2

ISSUED (DATE): April 28, 2025

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

1. **Question:** I had a question related to page 35 of the RFP. Am I understanding correctly that the seven bullets that are identified as the proposal content are the only information that can be included in the proposal? For example, none of those bullets refer to a proposer providing a methodology as to how the contract would be completed, but are proposers able to include additional details outside the identified bullets on page 35?

   Answer: No, you are not limited to the 7 bullet points on page 35. The bullet points are just a generalized list of minimum required information. Your proposal can and should address the methodology you will use to meet the project objective and scope of service found in section 5. You can insert this information as you see fit.

2. **Question:** Please clarify the required format for submission. RFP Section 4 (Proposal Format Requirement) provides an outline of required elements A through G. However, RFP Section 6 (Proposal Requirements) on Page 40 requires that we include: (1) a detailed work plan, personnel assignments, deliverables, and timeline (RFP Section 6.1) and (2) details on experience and references. (RFP Section 6.2). These items are not addressed in the proposal instructions outline in RFP Section 4 (Proposal Format Requirement). Where should this information be provided? Should it be provided immediately following RFP Section 6?

   Answer: See question and answer #1.

3. **Question:** RFP Section 7.5 (Proposal Evaluation Criteria) on Page 42 indicates that 15% of points will be allotted to a Grant Management System. Please clarify as this is not addressed in the Scope of Services.

   Answer: See Section 5- Project Objective and Scope of Services for the Grant Management Objectives.

4. **Question:** RFP Section 7.5 (Proposal Evaluation Criteria) on Page 42 indicates that 15% of points will be allotted to a Claim Management System. Please clarify as this is not addressed in the Scope of Services.

   Answer: See Section 5- Project Objective and Scope of Services for objectives related to management of FEMA claims.

5. **Question:** RFP Section 7.5 (Proposal Evaluation Criteria) on Page 42 indicates that 10% of points will be allotted to the Financial Standing and Capacity of the Proposer. Please clarify where this information is to be provided in our response, as this is not addressed in any of the sections that provide instructions.

   Answer: See Question and Answer #1

6. **Question:** Please confirm that if we do not plan to utilize subcontractors, we do not need to complete the Good Faith Effort form.

   Answer: All Required forms should be completed.

7. **Question:** Is there an incumbent for this work and, if so, can you provide the name of the firm?

   Answer: Jefferson County is currently contracted with Tidal Basin Government Consulting, LLC for this work.

8. **Question:** RFP p 25, Section 4.1 requires that the proposal should be outlined following the numbered sections in Section 4.2 on the same page. However, this list does not include the Workplan that is required on RFP p 40, Section 6.1 nor the experience requirements required in Section 6.2. Please clarify where the County would like proposers to include our work plan and experience information.

   Answer: Please see Question and Answer #1

9. **Question:** RFP p 40, Section 6.2 states: *"The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. […]"* This info is also requested in Proposal Tab E, according to RFP p 36-37, Section 4.7 and RFP p 35, Section 4.2. Please advise if the County would like proposers to include personnel experience in both sections, or clarify what different information is being requested in each proposal Tab.

   Answer: You can submit your proposal in any order you see fit.

10. **Question:** RFP p 42, Section 7.5.f states: "*Each proposal will include a financial statement*." Does this refer to the requirement included on RFP p 36, Section 4.6.h that states: *"A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response."* Or, is the County requesting Audited Financial Statements?

    Answer: Yes, this refers to the requirement on pg 36, section 4.6.h. We do not require an Audited Financial Statement.

Addendum to RFP

RFP NUMBER: **RFP 25-008/CG**

RFP TITLE: **FEMA Grant Management Services for Jefferson County**

RFP DUE BY: **11:00 am CT, Wednesday, May 14, 2025**

ADDENDUM NO.: **3**

ISSUED (DATE): **May 2, 2025**

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

Reason for Issuance of this Addendum: Updated 2 CFR 200.327 Contract Provisions replaces Section 2: FEMA Mandated Contract Provisions on pgs 19-27 of Specifications.

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

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

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

_____
Title of Person Signing Above

_____
Typed Name of Business or Individual

_____
Address

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	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 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.	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *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. 2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.**	
>$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 (implementing

	Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. 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.	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:	2 CFR 200.216

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

	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.	
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.	2 CFR 200.334; and 200.337

	(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *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. <u>Suggested Language for All Procurements:</u> 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 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.	United States Code 19 U.S.C. 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 (2) 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

Traylor & Associates Incorporated

May 14, 2025

Governmental Consultants & Planners

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

Funding Research

Re: Request for Proposal
Grant Writing and Administrative Services
FEMA

Application Preparation

Grant Management

To Whom it May Concern:

Government Liaison

Thank you for giving Traylor & Associates the opportunity to present our qualifications and experience for management and administration for this important FEMA project.

Environmental Services

Our firm has served the grant management consulting needs of over **200** political subdivisions throughout the State of Texas since 1974. To date, we have administered more than **$2 billion** in federal/state funds. While Traylor & Associates is the longest-serving firm in Texas, it is our ongoing capacity to perform that has made us one of the most widely used grant management firms operating in the state.

Financial Management

Community Development

Hazard Mitigation Assistance

In addition to the service package detailed in the enclosed document, we are pleased to provide a summary of our firm's prior experience. We have established long-standing relationships with clients throughout the entire state and want to encourage you to contact any of them for reference purposes.

Disaster Recovery

Economic Development

If any additional information or clarification is needed, please do not hesitate to contact me at mark.taylor@grtraylor.com.

Housing Programs

Thank you again for your interest in our firm.

Sincerely,

Mark Taylor
President

Serving State & Local Governments Since 1974

TYLER
201 Cambridge Road
P.O. Box 7035
Tyler, Texas 75711-7035
903 • 581 • 0500
www.grtraylor.com

PROFESSIONAL GRANT ADMINISTRATION SERVICES

ORIGINAL

GO TEXAN.
Associate Member

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
RFP 25-008/CG

JEFFERSON COUNTY PURCHASING DEPARTMENT
1149 PEARL STREET, 1ST FLOOR
BEAUMONT, TEXAS 77701

MAY 14, 2025

903.581.0500
www.grtraylor.com
info@grtraylor.com
201 Cambridge Rd.
Tyler, TX 75703

Traylor & ASSOCIATES
GRANT MANAGEMENT

50 YEARS

TABLE OF CONTENTS

1 EXECUTIVE SUMMARY

EXECUTIVE SUMMARY 7

2 EXPERIENCE

HISTORY OF THE FIRM 11
EXPERIENCE 12
REFERENCES 15

3 SCOPE OF WORK

SCOPE OF WORK 19
CAPACITY TO PERFORM 21
STATEMENT OF RESOURCES & ABILITY 22

4 STATEMENT OF QUALIFICATIONS

ORGANIZATIONAL CHART 25
RESUMES 26

5 COST PROPOSAL

PROPOSED COST - HOURLY RATES 39
PROPOSED COST 40

6 REQUIRED DOCUMENTS

SPECIFICATIONS PACKET (INCLUDING ALL SIGNATURE DOCUMENTS) 43

EXECUTIVE SUMMARY

EXECUTIVE SUMMARY

Gary R. Traylor & Associates, Inc. is a full-service grant application and management firm dedicated to assisting local governments, special districts, and other entities in their efforts to identify, secure, and manage grant funding to improve Texas communities. As the longest-serving grant management firm in the State, our experience acquiring and administering grant funds through both state and federal agencies is unsurpassed.

Quality . Efficiency . Integrity . Dedication . Innovation . Teamwork

While our company has grown and evolved since its formation in 1974, our standards of performance have remained consistent. Our core values are the foundation upon which we have built our reputation and remain the basis of our long-standing relationships with the communities we serve. We continue to incorporate these ideals into our daily lives as we strive to provide quality professional services leading to funding solutions that enhance and improve the quality of life for all Texans.

Grant Program Experience

We are committed to providing Jefferson County and the residents it serves with the most capable and qualified team of professionals in our field. Averaging 15 years of direct grant management experience, each member of our team possesses the knowledge and expertise necessary to successfully secure funding, ensure compliance with program requirements, maintain accurate financial record keeping, and will prioritize communication with Countystaff throughout the life of each grant contract. Our team is currently managing all facets of grant-assisted projects, including infrastructure, acquisition/buyout/elevation of repetitive loss properties, and housing rehabilitation programs funded through over 30 individual programs administered by 9 agencies, including:

Our firm's longevity, combined with retention of staff, has allowed for multi-generational relationships with public entities as we've partnered with local officials and staff to build resilient infrastructure, plan for economic growth, and ensure safe and sustainable communities.

EXPERIENCE

COMPANY HISTORY

Traylor & Associates is the longest-serving grant management firm in Texas. Since 1974, the firm has successfully managed more than $2 Billion in federal and/or state-assisted projects for more than 200 public entities. We assist in identifying, writing, and administering grant funds in an economically feasible and efficient manner to ensure the health, safety, and sustainability of communities.

Traylor & Associates, Inc. is a Texas-based corporation, operating since 1974.

Gary R. Traylor is the principal, sole owner and point of contact.

Corporate Headquarters: Traylor & Associates, Inc.
201 Cambridge Road
Tyler, Texas 75703
903.581.0500
info@grtraylor.com

Beaumont Office: 3350 McFaddin Street, Suite 4
Beaumont, Texas 77706

Collectively, our professional staff members have more than 200 years of experience implementing programs designed to enhance communities, reduce loss of life and property, and rebuild following disaster level events.

The firm has worked extensively in the field of disaster recovery and mitigation and has decades of experience working with state and federal agencies. Traylor & Associates specializes in the development, implementation, and administration of programs on behalf of state and local governments, special districts, and other public service entities.

From the beginning, our team has been dedicated to providing quality professional services leading to funding solutions for local governments in Texas. Our core values have always been and remain:

- **Quality** - committing ourselves to the pursuit of excellence in everthing we do.
- **Efficiency** - committing to the provision of services that are cost-efficient and effective.
- **Integrity** - believing that our personal and professional integrity is the basis of public trust.
- **Dedication** - taking pride in our commitment to public services and to the support of the people we are privileged to serve.
- **Innovation** - committing to developing an environment which inspires and promotes innovation, fosters dynamic leadership and rewards creativity among our staff and those we serve.
- **Teamwork** - believing that our vision and values are best realized by individuals working in teams.

GO TEXAN.
Associate Member

WORK EXPERIENCE

HAZARD MITIGATION

Texas is prone to a variety of hazards that put all community assets at risk, including buildings, roads, bridges, water/sewer lines, and people. We help develop mitigation measures to protect people and structures while minimizing taxpayer costs of future disaster response and recovery; ultimately leading to safer and more resilient communities.

Our clients have recently capitalized on an abundance of funding made available through various programs in response to Hurricane Harvey (DR-4332), the 2021 Winter Storm (DR-4586), Tropical Storm Imelda (DR-4466), and the COVID-19 Pandemic (DR-4485). As a result our Project Managers have obtained more than **$300,000,000 in Hazard Mitigation Assistance (HMA)** to construct drainage improvements, install generators at critical facilities, build EOCs and safe rooms, perform elevation/acquisition of repetitive loss properties, and purchase early warning systems.

HAZARD MITIGATION

CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Bridge City	HMGP	$4,000,000	Bridge City Marsh Reclamation
City of West Orange	HMGP	$8,692,939	City-wide Ditch/Channel Improvements
Orange County	HMGP	$3,934,801	DR-4332 Home Elevations
Orange County	FMA	$6,450,172	2019 Home Elevations
Newton County	BRIC	$88,000	Hazard Mitigation Planning Study

CDBG-MIT

Rather than focusing on recovery from previous disasters, CDBG-MIT has afforded our team the unique chance to present large-scale, forward-looking projects that increase community resilience. Our team is proud to be an integral part of projects employing innovative and adaptive solutions to mitigate damages and loss of life and property during future disaster-level events.

CDBG-MIT

CLIENT NAME	PROGRAM	VALUE	DESCRIPTION
City of Alice	CDBG-MIT	$6,942,192	Virginia Street Drainage Improvements
City of Cameron	CDBG-MIT	$14,268,150	Little River Pump Station Improvements
Newton County	CDBG-MIT	$3,687,657	Street, Flood & Drainage Improvements
City of Vidor	CDBG-MIT	$15,960,900	City-wide Detention Ponds & Channel Imp.
City of West Orange	CDBG-MIT	$3,790,353	City-wide Ditch/Channel Improvements

Texas Water
Development Board

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Orange County

Address: 11475 FM 1442 Box E, Orange, Texas 77630

Contact Person and Title: The Honorable John Gothia, County Judge

Phone: 409-882-7070 Fax: 409-883-4363

Email Address: jgothia@co.orange.tx.us Contract Period: February 2022 - Present

Scope of Work: mgmt. of DR4332 Cat C - large & small projects totaling over $5M

REFERENCE TWO

Government/Company Name: City of Vidor

Address: 1395 North Main Street, Vidor, Texas 77662

Contact Person and Title: Robbie Hood, City Manager

Phone: 409-769-5473 Fax: 409-769-8853

Email Address: rhood@cityofvidor.com Contract Period: June 2018 - June 2020

Scope of Work: mgmt. of DR4332 Cat C - large projects

REFERENCE THREE

Government/Company Name: West Hardin Water Supply Corporation

Address: 16707 FM 770, Saratoga, Texas 77585

Contact Person and Title: Dewayne Kelley, President

Phone: 936-274-5011 Fax: 936-274-5788

Email Address: whwsc@netzero.net Contract Period: October 2024 - Present

Scope of Work: permanent work (Cat F) & emergency repairs (Cat B) following April Storms

SCOPE OF WORK

DESCRIPTION OF SCOPE OF WORK

Traylor & Associates is pleased to offer pre- and post-award grant management services that will strengthen Jefferson County's position to best address the community's public assistance needs. Our contract-related management services will administer and manage the grant requirement and meet all fiduciary responsibilities in a manner that exceeds expectations and reduces the County's risks. Our services are aligned with the County's goal of strengthening its public assistance program. More importantly, our services will address the daily hazards and problems that arise from disaster-related events. Our complete service package is aligned with the County's requirements and our proposed services will bring a comprehensive business process that ensures success, eliminates errors, and lessens liabilities for Jefferson County in a manner that is professional, open and will accomplish the following:

Grant Management Tasks

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

Eligibility Tasks

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

Allowability Tasks

- Assist Jefferson County in developing an approach to filing and tracking costs
- Review contracts and purchasing documentation
- Review documentation prepared by departments
- Assist in capturing and summarizing eligible costs for selected departments

CAPACITY TO PERFORM

Physical Resources:

Traylor & Associates maintains a corporate office in Tyler, Texas with a satellite office located in Beaumont, Texas. The firm is readily equipped with the resources necessary to manage the project efficiently and quickly.

Possessing technology specifically adapted for program management in today's mobile driven environment allows us to employ a scalable approach to staffing and overall operations. Our development of grant-specific software that integrates our secure file-sharing program, email tracking, and calendaring of important milestones into one resource provides our clients access to real-time data and status updates, increases reporting accuracy, and promotes transparency. Our technological capabilities are supported by both in-house IT personnel as well as contracted services.

Regional Presence:

Traylor & Associates maintains a strong regional presence in Southeast Texas, with office locations in Beaumont and Newton. Project Managers serving the SETRPC Region schedule in-person and on-site status meetings monthly or bi-weekly at a minimum, and more frequently dependent upon client needs. Our continued local presence has allowed our project managers to gain a thorough understanding of the needs of the communities we serve.

Strength of Resources:

Traylor & Associates has the proven capacity required to meet the needs of Jefferson County by maintaining an experienced staff capable of providing services on time, within scope and within budget. Our key personnel average 15 years' experience with federal and state-funded programs, and their extraordinary work is documented by a track record of excellence spanning over 50 years.

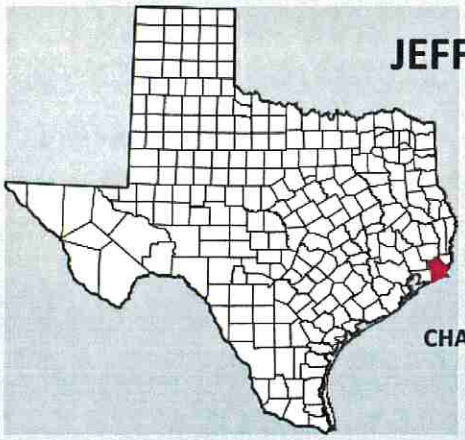
Our familiarity with the public assistance program allows an unparalleled level of service and responsiveness to the needs of the County. If additional staffing is required on-site during meetings or public forums, our associates can be mobilized quickly due to the proximity of both our corporate and Southeast Texas offices. The project manager will provide personal contact information to the County and, as a result, an experienced partner will be just a phone call, email, or text away.

Litigation History:

Traylor & Associates, nor its staff, has any contractual failures to disclose, nor is there any civil or criminal litigation or investigation pending that involves Traylor & Associates.

STATEMENT OF QUALIFICATIONS

ORGANIZATIONAL CHART



JEFFERSON COUNTY FEMA-PA

CHAIRMAN, CEO & PRINCIPAL
Gary R. Traylor
Program Oversight

PRESIDENT & COO
Mark Taylor, CFM
Project Schedule Oversight

PROJECT MANAGER

- Program Compliance Specialist
- IT Support / Analytics
- Environmental Compliance Specialist
- Financial Analyst

EXECUTIVE VICE PRESIDENT & DIRECTOR of PROGRAM DEV.
Melinda Smith, CFM

The range of our services reflects hundreds of years of experience. Each member of the Traylor & Associates staff has received extensive training and naturally assumed a role best suited to their skillset, education, and experience.

As program requirements vary, each contract is assigned a team led by a Project Manager who will serve as the primary contact for the project, an Assistant Project Manager who will support financial recordkeeping and maintenance of project records, an Environmental Compliance Specialist, and other support as needed. While it is possible more than one team may be assembled due to the complexity of applications and overlapping deadlines for submittal, a single Project Manager will oversee coordination between team members to ensure that there is no duplication of efforts, provide efficient communication and reduce the amount of time the County's staff uses to distribute the information to our team.

Traylor & Associates believes each project undertaken is of vital importance. The company's long and proven history shows that each team assembled will ensure accountability and success.

Mark Taylor, RMLO, CFM

President | Chief Operating Officer

Phone:
903-581-0500 ext. 223

E-mail:
mark.taylor@grtraylor.com

PROFILE

Mark joined Traylor & Associates in April 2002. He is well versed in residential construction, business management and grant administration.

He has assisted communities throughout the state with housing and infrastructure grant administration for over 21 years and currently provides oversight of all firm contracts.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 22 years' Grant Administration, including 6 years' HUD Entitlement Administration

AREAS OF EXPERTISE

- Disaster Recovery Program Administration, including CDBG-DR and HMGP
- Housing Program Administration - TDHCA and GLO Disaster
- Recovery Funding Public Outreach / Compliance with Citizen Participation requirements

WORK EXPERIENCE

HURRICANE IKE ROUND 2.2 - DISASTER RECOVERY

Lamar University / $11,000,000 (August 2015 – December 2018)

Responsible for financial management and project coordination of disaster recovery funding utilized to construct a building to house the SBDC and employment training center to develop business technologies and support entrepreneurial endeavors.

2016 FLOODS DISASTER RECOVERY - HOUSING /INFRASTRUCTURE

Newton County, Texas / $28,646,483 (July 2018 – Present)

Oversee residential repair, reconstruction, elevation and new construction programs throughout the County. Manage and coordinate infrastructure projects addressing damage received during the 2016 Floods, reconstruction of more than 30 miles of rural county roads.

HMGP - HURRICANE LAURA

City of Newton, Texas / $543,200 (Pending)

Manage and coordinate with City staff and engineers on the installation of generators at the City Hall and Water Booster Plant for Hurricane Laura recovery projects to ensure continuous operation.

EDUCATION/LICENSES/TRAINING

- Le Tourneau University - Bachelor of Science Business Management
- Licensed Residential Mortgage Loan Originator (RMLO# 410446)
- Certified Administrator Texas Dept. of Agriculture, 2002 - Present
- TxDOT Local Gov't Project Procedures (LGPP) Certification, 2012 - Present
- TDA Application and Implementation Workshops, 2002 - Present
- HUD, GLO, TDHCA, TDA Environmental Workshops, 2011 - Present
- Certified Floodplain Manager

Wesley Traylor

Vice President | Chief Financial Officer

Phone:
903-581-0500 ext. 226

E-mail:
wesley.traylor@grtraylor.com

PROFILE

Wesley joined Traylor & Associates in 2013 and has been dedicated to serving the communities of Texas as a consultant since that time.

With focus on customer service and stakeholder communication, his extensive knowledge of state and federal processes results in the successful recovery and revitalization of cities and counties throughout Texas.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 11 years' grant funding experience
- 13 years' related professional experience

AREAS OF EXPERTISE

- Economic Development and Tax Incentives
- Disaster Recovery Funding, including CDBG-DR
- HMGP Benefit Cost Analysis
- Compliance with Local, State, and Federal Requirements

WORK EXPERIENCE

FLOOD AND DRAINAGE IMPROVEMENTS

City of Jefferson, Texas / $1,979,625 (June 2019 – May 2022)

Provide financial and program management of flood and drainage improvements to aid in the City's recovery following the 2016 Flood and Storm events.

BROADBAND CDBG-MIT

Deep East Texas Council of Governments (DETCOG) / $45,031,528 (January 2021 - Present)

Provide project delivery services to ensure compliance with program requirements for a seven county broadband project designed to provide residential service to LMI households.

WASTEWATER TREATMENT PLANT IMPROVEMENTS

City of Buffalo, Texas / $9,725,000 (October 2020 - present)

Coordinate with City staff, engineers, and the General Land Office to lead project and ensure successful completion and timely closeout.

EDUCATION/LICENSES/TRAINING

- Texas A & M University - B.B.A., 2012
- Certified Administrator - Texas Department of Agriculture, 2013 - Present
- TxDOT Local Government Project Procedures (LGPP) Certification, 2018 - Present
- TDA Application and Implementation Workshops, 2013 - Present
- HUD, GLO, and TDA Environmental Workshops, 2013 - Present

Cheryl Ray, CPA

Assistant Project Manager

Phone:
903-581-0500 ext. 243

E-mail:
cheryl.ray@grtraylor.com

PROFILE

Cheryl joined Traylor and Associates in January 2025. She is a CPA who has many years of experience both in auditing grants as a public accountant and managing grants as a CFO.

She has experience with GLO, TDA, TDEM, and FEMA, with a strong background in disaster recovery.

Cheryl intimately understands the unique chanlenges faced by communties and stands ready to assist you with all your grant needs.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 12 years experience as a City Finance Officer
- 25 years as an auditor in public accounting

AREAS OF EXPERTISE

- Disaster Recovery Funding, including FEMA-PA, CDBG-DR, and FHWA-ER
- Managed multiple FEMA-PA events, including Hurricane Ike and Harvey
- Mitigation projects, including CDBG-MIT and HMGP-FMA

WORK EXPERIENCE

CFO - CITY OF BEAUMONT (April 2024 - January 2025)
Oversaw all financial aspects of the City, including grants, budget, audit and the public treasury. Responsible for the daily financial operations of the City, including oversight of many divisions and employees. Reported directly to the City Manager and his assistants.

CONTROLLER - CITY OF BEAUMONT (April 2022 - March 2024)
Directly responsible for the audit of the City's financial statements. Oversaw all financial staff. Managed investments for the City. Assisted with the budget. Reported to the City CFO.

FINANCE DIRECTOR - CITY OF VIDOR (2002-2005, 2016-2022)
Oversaw all financial aspects of the City, including grants, budget, audit and the public treasury. Responsible for the daily operations of the City, including oversight of several employees. Reported to the City Manager.

EDUCATION/LICENSES/TRAINING

- Texas Certified Public Accountant
- Certified Administrator - Texas Department of Agriculture
- TDA Application and Implementation Workshops
- FEMA Procurement Training
- FEMA Build America, Buy America Training

Elizabeth Holloway

Administrative Assistant

Phone:
903-581-0500 ext. 239

E-mail:
elizabeth.holloway@grtraylor.com

PROFILE

Elizabeth has over 15 years of experience administering, auditing, and overseeing governmental grants funded through various agencies including GLO, TDA, TDEM, and FEMA.

Her expertise in the fields of disaster recovery and floodplain management are an essential part of ongoing recovery and resiliency efforts from the devastating storms of the last decade.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 13 years' auditing experience
- 15 years' monitoring, administering, and auditing federal/state grants

AREAS OF EXPERTISE

- Financial recordkeeping and budget reporting
- Application preparation/development
- Large-scale Disaster Recovery projects
- Floodplain Management
- Housing Program intake and Case Management

WORK EXPERIENCE

HOUSING - 2016 FLOODS DISASTER RECOVERY
Newton County, Texas / $18,035,447 (July 2018 – Present)
Provide support to project manager and housing specialist in gathering documentation to determine applicant eligibility, maintain files, and coordinate with contractors.

INFRASTRUCTURE - 2016 FLOODS DISASTER RECOVERY
Newton County, Texas / $10,611,036 (July 2018 – Present)
Assist project manager to achieve program compliance, including maintaining files, preparing draw requests, and reporting.

CDBG-DR FINANCIAL SUPPORT
Various Cities (December 2022 - Present)
Assist project managers to ensure accurate financial recordkeeping by reconciling monthly bank statements, maintaining general ledgers, and preparing draw requests.

EDUCATION/LICENSES/TRAINING

- HUD OIG CDBG-DR Fraud Training
- HUD and GLO Workshops
- TDEM and FEMA Disaster Recovery Trainings
- TFMA Basic Floodplain Management
- Governmental Procurement Training
- Certified Administrator - Texas Department of Agriculture

John Besteiro

Project Manager

Phone:
903-581-0500 ext. 227

E-mail:
john.besteiro@grtraylor.com

PROFILE

John has been dedicated to serving the communities of Texas since 2012. Prior to joining the Traylor team, he spent over a decade as a Grant Manager for the General Land Office.

Having managed some of the largest disaster recovery grants in the state, he is now using his programmatic and regulatory knowledge to assist communities as they navigate the complicated application and implementation processes inherent to federal grant funding.

QUALIFICATIONS

YEARS OF EXPERIENCE

- 10+ years' direct CDBG-DR experience
  - Grant Manager Support Staff/Team Lead/Grant Manager

AREAS OF EXPERTISE

- Subject Matter Expert
  - Infrastructure Grants
  - Davis-Bacon and Related Acts
  - Program Income
  - Force Account

WORK EXPERIENCE

SEWER IMPROVEMENTS
City of Omaha, Texas / $367,500 (February 2023 – Present)
Replacement of aged and deteriorated sewer lines, including boring, reconnection of services, manholes and all associated appurtenances. The activities will improve inflow and infiltration.

AMERICAN RESCUE PLAN ACT (ARPA)
City of Atlanta, Texas / $1,354,000 (January 2022 – Present)
Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

AMERICAN RESCUE PLAN ACT (ARPA)
City of Sweetwater, Texas / $2,594,071 (August 2021 – Present)
Project oversight including establishing and maintaining recordkeeping system, including financial and labor files. Coordinate with City and engineer to ensure timely delivery of project milestones.

EDUCATION/LICENSES/TRAINING

- Southwest Texas State University - B.B.A. in Finance, 1994
- Southern Methodist University, School of Engineering and Applied Sciences, MCSE 4.0 Certification, 2000
- Certified Administrator - Texas Dept. of Agriculture, 2022
- CDBG Boot Camp Training
- Davis-Bacon and Related Acts Training (DOL/HUD)
- Benefit Cost Analysis Training (FEMA)
- Environmental Review, NEPA, 24 CFR 58 Training (HUD)
- Fraud and Waste Prevention Training (HUD OIG)
- Financial Management 101 and 201 (HUD)

COST PROPOSAL

COST PROPOSAL FORM

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

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

Name of Proposer:	Mark Taylor, Gary R. Traylor & Associates, Inc.
Signature:	
Title:	President

Position Description	Hourly Rate
Principal	$ 275.00
President	$ 250.00
Executive Vice President	$ 250.00
Vice President	$ 250.00
Project Manager	$ 225.00
Assistant Project Manager	$ 200.00
Financial Analyst	$ 200.00
Contract Compliance Coordinator	$ 150.00
Program Support Coordinator	$ 150.00
IT Coordinator	$ 150.00

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

REQUIRED DOCUMENTS

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

April 8, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **Request for Proposals (RFP 25-008/CG), FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. Specifications for this project may be obtained from the Jefferson County website,** https://jeffersoncountytx.gov/Purchasing/ **, or by calling 409-835-8593.**

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

PROPOSAL NAME:	**FEMA Grant Management Services for Jefferson County Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327**
PROPOSAL NUMBER:	**(RFP 25-008/CG)**
DUE DATE/TIME:	**11:00 AM CST, Wednesday, May 14, 2025**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or 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 proposal in accordance with the terms and conditions stated in this bid.

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

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

TABLE OF CONTENTS

TABLE OF CONTENTS 1

PROPOSAL SUBMITTAL CHECKLIST 3

SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS 4
1.1 Vendor Instructions 4
1.2 Governing Law 4
1.3 Ambiguity, Conflict, or Other Errors in RFP 4
1.4 Notification of Most Current Address 4
1.5 Proposal Preparation Cost 4
1.6 Signature of Proposal 4
1.7 Economy of Presentation 5
1.8 Proposal Obligation 5
1.9 Incorporation by Reference and Precedence 5
1.10 Governing Forms 5
1.11 Implied Requirements 5
1.12 Compliance with RFP Specifications 5
1.13 Vendor Registration: SAM (System for Award Management) 5
1.14 FORM 1295 (Texas Ethics Commission) Requirement 6

SAMPLE OF COMPLETED FORM 1295 7
FORM 1295 (INSERTION PAGE) 8

1.15 Emergency/Declared Disaster Requirements 9
1.16 Evaluation 9
1.17 Withdrawal of Proposal 9
1.18 Minority-Women Business Enterprise Participation 9
HUB, SBE, MBE OR WBE CERTIFICATION (INSERTION PAGE) 12
1.19 Award 13
1.20 Ownership of Proposal 13
1.21 Disqualification of Proposal 13
1.22 Contractual Development 13
1.23 Assignment 13
1.24 Contract Obligation 13
1.25 Termination 13
1.26 Inspections 13
1.27 Testing 13
1.28 Loss, Damage, or Claim 14
1.29 Taxes 14
1.30 Non-Discrimination 14
1.31 Conflict of Interest 14
1.32 Confidentialality/Proprietary Information 14
1.33 Waiver of Subrogation 15
1.34 Acknowledgment of Insurance Requirements 15
1.35 Insurance Requirements 15
1.36 Workers Compensation Insurance 15

CERTIFICATE OF INSURANCE (INSERTION PAGE) 18

SECTION 2. FEMA MANDATED CONTRACT PROVISIONS 19
BYRD ANTI-LOBBYING CERTIFICATION FORM 28
DEBARMENT/SUSPENSION CERTIFICATION 29
CIVIL RIGHTS COMPLIANCE PROVISIONS 30

TABLE OF CONTENTS (CONTINUED)

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS 32
3.1 Submission of Proposal 32
3.2 Pre-Proposal Conference 33
3.3 Questions and Deadline for Question(s) Submission 33
3.4 Tentative Schedule of Events 33

SECTION 4. PROPOSAL FORMAT REQUIREMENTS 35
4.1 Introduction to Proposal Format Requirements 35
4.2 Organization of Proposal Contents 35
4.3 Transmittal Letter 35
4.4 Table of Contents 35
4.5 Executive Summary 36
4.6 Proposer Identifying Information 36
4.7 Proposer Personnel and Organization 36

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES 38

SECTION 6. PROPOSAL REQUIREMENTS 40
6.1 Objective 40
6.2 Proposer Experience 40
6.3 Type of Services Provided 40
6.4 Laws and Regulations 40

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS 41
7.1 Introduction 41
7.2 Cost Proposal 41
7.3 Evaluation Committee 41
7.4 Evaluation Process 41
7.5 Proposal Evalutation Criteria 41

ADDENDA (INSERTION PAGE) **43**

COST PROPOSAL FORM 44
NON-DISCLOSURE AGREEMENT 45
RESPONDENT INFORMATION FORM 46
VENDOR REFERENCES FORM 47
SIGNATURE PAGE 48
CERTIFICATION REGARDING LOBBYING 49
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS 50
DISCLOSURE OF LOBBYING ACTIVITIES FORM 51
CONFLICT OF INTEREST QUESTIONAIRE 52
GOOD FAITH EFFORT (GFE) 55
NOTICE OF INTENT (NOI) 56
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) 57
RESIDENCE CERTIFICATION/TAX FORM 61
HOUSE BILL 89 VERIFICATION 62
SENATE BILL 252 CERTIFICATION 63
RFP AFFIDAVIT 64

PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

☐ An acknowledgment and/or response to each section of the proposal.

☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☐ Identification of three (3) entities for which the Proposer is providing or has provided FEMA Grant Management Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☐ Completed and Signed FORM 1295.

☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

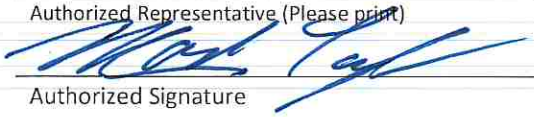
☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

☐ **One (1) Original and three (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

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

Gary R. Traylor & Associates, Inc. Company	903-581-0500 Telephone Number
P.O. Box 7035, Tyler, Texas 75711 Address	N/A Fax Number
Mark Taylor Authorized Representative (Please print)	President Title
 Authorized Signature	April 30, 2025 Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

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

PROPOSER: 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:
2025-1303031

Date Filed:
04/30/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Gary R. Traylor & Associates, Inc.
Tyler, 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 (01920)

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.
FEMA Project
Grant Consultant

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Traylor, Gary	Tyler, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Mark Taylor, and my date of birth is 10/12/1959.

My address is 201 Cambridge Road (street), Tyler (city), Texas (state), 75703 (zip code), USA (country).

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

Executed in Smith County, State of Texas, on the 30th day of April (month), 20 25 (year).

Signature of authorized agent of contracting business entity
(Declarant)

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

Houston MBDA Business Center

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

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

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

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

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

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

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

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

West Texas District Office
1205 Texas Ave, Room 408

Lubbock, TX 79401
806-472-7462
Website: https://www.sba.gov/district/west-texas
Email: lubdo@sba.gov

HUB certification information can be found at:

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

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

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

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

Minimum Insurance Requirements:

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

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

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/12/2025

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

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

PRODUCER StateFarm Linda Rowe 100 Independence Place Suite 300 Tyler TX 75703	CONTACT NAME: Linda Rowe PHONE (A/C, No, Ext): 903-581-2820 FAX (A/C, No): E-MAIL ADDRESS: linda.rowe.gyyx@statefarm.com
INSURED GARY R TRAYLOR & ASSOCIATES, INC. PO BOX 7035 TYLER TX 757117035	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State Farm Lloyds — 43419 INSURER B : State Farm Mutual Automobile Insurance Company — 25178 INSURER C : State Farm Fire and Casualty Company — 25143 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **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	ADD INSD	SUB 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 [X] LOC [ ] OTHER:	N	N	93-CT-R011-1	03/06/2025	03/06/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	347 6349-A01-43H	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
C	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	N/A		93-PD-7938-1	03/06/2025	03/06/2026	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	93-J3-V731-2	03/06/2025	03/06/2026	[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

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

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

Linda K. Rowe

This form was system-generated on 03/12/2025

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

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

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

post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

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

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

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

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

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to

	section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts	2 CFR 200 APPENDIX II (D)

	must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>$100,000	*§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 telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National	2 CFR 200.216

	Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	2 CFR 200.322(a)(b)(1)(2)
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:	2 CFR 200.321

	(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.	
None	Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *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.	2 CFR 200.334

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 Gary R. Traylor & Associates, Inc. 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

Mark Taylor, President

Name and Title of Contractor's Authorized Official

April 30, 2025

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Gary R. Traylor & Associates, Inc. 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

Mark Taylor, President
Name and Title of Contractor's Authorized Official

April 30, 2025
Date

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

SAM.GOV®

GARY R. TRAYLOR & ASSOCIATES, INC.

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
JW81FZ76FN57	**6Q2T0**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Mar 21, 2026**	
Physical Address	Mailing Address	
201 Cambridge RD **Tyler, Texas 75703-5256** **United States**	**P.O. Box 7035** **Tyler, Texas 75711-7035** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**(blank)**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Texas 01	**Texas / United States**	**(blank)**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Mar 25, 2025	**Mar 21, 2025**	**Apr 5, 2012**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 1, 1970	**Dec 31**

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

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

Proceedings Questions

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

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

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

Socio-Economic Types

Self Certified Small Disadvantaged Business

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

Financial Information

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

EFT Indicator	CAGE Code
0000	**6Q2T0**

Points of Contact

Electronic Business

Gary TRAYLOR, Chairman & CEO	**P.O. Box 7035** **Tyler, Texas 75711** **United States**
MARK TAYLOR	P.O. Box 7035 Tyler, Texas 75711 United States

Government Business

GARY TRAYLOR	**P.O. Box 7035** **Tyler, Texas 75711** **United States**
MARK TAYLOR	P.O. Box 7035 Tyler, Texas 75711 United States

Past Performance

Mark Taylor	**P.O. Box 7035** **Tyler, Texas 75711** **United States**
Donald W Traylor, VP & CFO	P.O. Box 7035 Tyler, Texas 75711 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	**541611**	**Administrative Management And General Management Consulting Services**

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Texas	**(blank)**	**(blank)**

SAM.GOV

Exclusion Search Results 0 Total Results

Filter by:

Classification	Keyword (ALL)	Status
Individual	"Gary R. Traylor"	Active

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Mark Taylor, President

Name and Title of Contractor's Authorized Official

April 30, 2025

Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

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

Please direct questions to Cindy Greene, Contract Specialist at 409-835-8593 or e-mail at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.gov.

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2024):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

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

3.4 TENTATIVE SCHEDULE OF EVENTS

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

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

A. **Transmittal Letter**

B. **Table of Contents**

C. **Executive Summary**

D. **Proposer Identifying Information**

E. **Proposer Personnel and Organization**

F. **Cost Proposal Form (PAGE 44)**

G. **Copy of RFP Specifications and any Addenda in their entirety.**
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;

e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and

h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROJECT OBJECTIVE AND SCOPE OF SERVICES

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

5.1 Grant Management

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

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

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

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

5.2 Contract Agreement

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

5.3 Approach and Scope of Work

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

5.4 Grant Management Tasks

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

5.5 Eligibility Tasks

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

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

5.6 Allowability Tasks

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

5.7 Engagement Management Tasks

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

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. FEMA Grant Management.

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

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

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. SCOPE OF SERVICES PROVIDED – 15%

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

b. COST OF SERVICES – 15%

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

c. EXPERIENCE – 20%

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

d. GRANT MANAGEMENT SYSTEM – 15%

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

e. CLAIM MANAGEMENT SYSTEM – 15%

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

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

Each proposal will include a financial statement.

g. REFERENCES – 10%

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

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 25-008/CG

RFP TITLE: FEMA Grant Management Services for Jefferson County

RFP DUE BY: **11:00 am CT, Wednesday, May 14, 2025**

ADDENDUM NO.: 1

ISSUED (DATE): April 23, 2025

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

Reason for Issuance of this Addendum: The deadline for asking questions is amended to 5:00pm, CST, Friday, April 25, 2025.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: 4/30/25

Authorized Signature (Respondent)

President and Chief Operating Officer
Title of Person Signing Above

Mark Taylor, Gary R. Traylor & Associates, Inc.
Typed Name of Business or Individual

201 Cambridge Road, Tyler, Texas 75703
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
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Addendum to RFP

RFP NUMBER: RFP 25-008/CG

RFP TITLE: FEMA Grant Management Services for Jefferson County

RFP DUE BY: **11:00 am CT, Wednesday, May 14, 2025**

ADDENDUM NO.: 2

ISSUED (DATE): April 28, 2025

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

Reason for Issuance of this Addendum: Vendor Questions

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: 4/30/25

Authorized Signature (Respondent)

President and Chief Operating Officer
Title of Person Signing Above

Mark Taylor, Gary R. Traylor & Associates, Inc.
Typed Name of Business or Individual

201 Cambridge Road, Tyler, Texas 75703
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1. **Question:** I had a question related to page 35 of the RFP. Am I understanding correctly that the seven bullets that are identified as the proposal content are the only information that can be included in the proposal? For example, none of those bullets refer to a proposer providing a methodology as to how the contract would be completed, but are proposers able to include additional details outside the identified bullets on page 35?

   Answer: No, you are not limited to the 7 bullet points on page 35. The bullet points are just a generalized list of minimum required information. Your proposal can and should address the methodology you will use to meet the project objective and scope of service found in section 5. You can insert this information as you see fit.

2. **Question:** Please clarify the required format for submission. RFP Section 4 (Proposal Format Requirement) provides an outline of required elements A through G. However, RFP Section 6 (Proposal Requirements) on Page 40 requires that we include: (1) a detailed work plan, personnel assignments, deliverables, and timeline (RFP Section 6.1) and (2) details on experience and references. (RFP Section 6.2). These items are not addressed in the proposal instructions outline in RFP Section 4 (Proposal Format Requirement). Where should this information be provided? Should it be provided immediately following RFP Section 6?

   Answer: See question and answer #1.

3. **Question:** RFP Section 7.5 (Proposal Evaluation Criteria) on Page 42 indicates that 15% of points will be allotted to a Grant Management System. Please clarify as this is not addressed in the Scope of Services.

   Answer: See Section 5- Project Objective and Scope of Services for the Grant Management Objectives.

4. **Question:** RFP Section 7.5 (Proposal Evaluation Criteria) on Page 42 indicates that 15% of points will be allotted to a Claim Management System. Please clarify as this is not addressed in the Scope of Services.

   Answer: See Section 5- Project Objective and Scope of Services for objectives related to management of FEMA claims.

5. **Question:** RFP Section 7.5 (Proposal Evaluation Criteria) on Page 42 indicates that 10% of points will be allotted to the Financial Standing and Capacity of the Proposer. Please clarify where this information is to be provided in our response, as this is not addressed in any of the sections that provide instructions.

   Answer: See Question and Answer #1

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6. **Question:** Please confirm that if we do not plan to utilize subcontractors, we do not need to complete the Good Faith Effort form.

   Answer: All Required forms should be completed.

7. **Question:** Is there an incumbent for this work and, if so, can you provide the name of the firm?

   Answer: Jefferson County is currently contracted with Tidal Basin Government Consulting, LLC for this work.

8. **Question:** RFP p 25, Section 4.1 requires that the proposal should be outlined following the numbered sections in Section 4.2 on the same page. However, this list does not include the Workplan that is required on RFP p 40, Section 6.1 nor the experience requirements required in Section 6.2. Please clarify where the County would like proposers to include our work plan and experience information.

   Answer: Please see Question and Answer #1

9. **Question:** RFP p 40, Section 6.2 states: *"The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. [...]"* This info is also requested in Proposal Tab E, according to RFP p 36-37, Section 4.7 and RFP p 35, Section 4.2. Please advise if the County would like proposers to include personnel experience in both sections, or clarify what different information is being requested in each proposal Tab.

   Answer: You can submit your proposal in any order you see fit.

10. **Question:** RFP p 42, Section 7.5.f states: "*Each proposal will include a financial statement*." Does this refer to the requirement included on RFP p 36, Section 4.6.h that states: *"A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response."* Or, is the County requesting Audited Financial Statements?

    Answer: Yes, this refers to the requirement on pg 36, section 4.6.h. We do not require an Audited Financial Statement.

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Addendum to RFP

RFP NUMBER: RFP 25-008/CG

RFP TITLE: FEMA Grant Management Services for Jefferson County

RFP DUE BY: 11:00 am CT, Wednesday, May 14, 2025

ADDENDUM NO.: 3

ISSUED (DATE): May 2, 2025

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

Reason for Issuance of this Addendum: Updated 2 CFR 200.327 Contract Provisions replaces Section 2: FEMA Mandated Contract Provisions on pgs 19-27 of Specifications.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: 5/6/25

Authorized Signature (Respondent)

President and Chief Operating Officer
Title of Person Signing Above

Mark Taylor, Gary R. Traylor & Associates, Inc.
Typed Name of Business or Individual

201 Cambridge Road, Tyler, Texas 75703
Address

REQUIRED CONTRACT PROVISIONS

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. (b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

	(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.	
	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.	
> $100,000+ Mechanics or Laborers	**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.	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	3. *Withholding for unpaid wages and liquidated damages.* The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *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. 2. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.**	
>$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 (implementing

	Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. 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.	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).
	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.	
> $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:	2 CFR 200.216

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

	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.	
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.	2 CFR 200.334; and 200.337

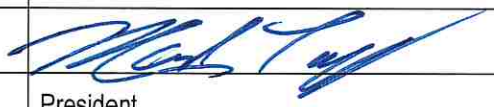
	(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *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. <u>Suggested Language for All Procurements:</u> 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 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.	United States Code 19 U.S.C. 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 (2) 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

COST PROPOSAL FORM

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

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

Name of Proposer:	Mark Taylor, Gary R. Traylor & Associates, Inc.
Signature:	
Title:	President

Position Description	Hourly Rate
Principal	$ 275.00
President	$ 250.00
Executive Vice President	$ 250.00
Vice President	$ 250.00
Project Manager	$ 225.00
Assistant Project Manager	$ 200.00
Financial Analyst	$ 200.00
Contract Compliance Coordinator	$ 150.00
Program Support Coordinator	$ 150.00
IT Coordinator	$ 150.00

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

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

Mark Taylor, Gary R. Traylor & Associ., Inc.

By: _____
Title: President
Date: April 30, 2025

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

RESPONDENT INFORMATION FORM

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

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

Proposer's Company/Business Name: Gary R. Traylor & Associates, Inc.

Proposer's TAX ID Number: 75-1380234

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

Contact Person: Mark Taylor **Title:** President

Phone Number (with area code): 903-581-0500

Alternate Phone Number if available (with area code): 903-939-7403

Fax Number (with area code): N/A

Email Address: mark.taylor@grtraylor.com

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

P.O. Box 7035 (201 Cambridge Road, 75703)
Address
Tyler, Texas 75711
City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Orange County

Address: 11475 FM 1442 Box E, Orange, Texas 77630

Contact Person and Title: The Honorable John Gothia, County Judge

Phone: 409-882-7070 Fax: 409-883-4363

Email Address: jgothia@co.orange.tx.us Contract Period: February 2022 - Present

Scope of Work: mgmt. of DR4332 Cat C - large & small projects totaling over $5M

REFERENCE TWO

Government/Company Name: City of Vidor

Address: 1395 North Main Street, Vidor, Texas 77662

Contact Person and Title: Robbie Hood, City Manager

Phone: 409-769-5473 Fax: 409-769-8853

Email Address: rhood@cityofvidor.com Contract Period: June 2018 - June 2020

Scope of Work: mgmt. of DR4332 Cat C - large projects

REFERENCE THREE

Government/Company Name: West Hardin Water Supply Corporation

Address: 16707 FM 770, Saratoga, Texas 77585

Contact Person and Title: Dewayne Kelley, President

Phone: 936-274-5011 Fax: 936-274-5788

Email Address: whwsc@netzero.net Contract Period: October 2024 - Present

Scope of Work: permanent work (Cat F) & emergency repairs (Cat B) following April Storms

SIGNATURE PAGE

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

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

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

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

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

Gary R. Traylor & Associates, Inc.
RFP Respondent (Entity Name)

Signature

201 Cambridge Road / P.O. Box 7035 (75711)
Street & Mailing Address

Mark Taylor, President
Print Name

Tyler, Texas 75703
City, State & Zip

April 30, 2025
Date Signed

903-581-0500
Telephone Number

N/A
Fax Number

mark.taylor@grtraylor.com
E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

Mark Taylor, President

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

April 30, 2025

Date

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** Mark Taylor **Print Name:** Mark Taylor **Title:** President **Telephone No.:** 903-581-0500 **Date:** April 30, 2025
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

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

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

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

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

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

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

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

***

(2) the vendor:

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

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

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

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

April 30, 2025
Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM **CIS**

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

☐ Yes ☒ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of 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 proposal.
If necessary, please use a separate sheet to answer the above questions.
****No subcontractors anticipated****

Mark Taylor
Printed Name of Authorized Representative

Signature

President
Title

April 30, 2025
Date

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

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Proposer 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/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: Gary R. Traylor & Associates, Inc. HUB: p Yes p (No)

Address: 201 Cambridge Road (Street) Tyler (City) Texas (State) 75703 (Zip)

Phone (with area code): 903-581-0500 Fax (with area code): N/A

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: _____

Mark Taylor	[signature]	April 30, 2025
Printed Name of Contractor Representative	Signature of Representative	Date
_____	_____	_____
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: Gary R. Traylor & Associates, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): _____

Address: 201 Cambridge Road (Street) Tyler (City) Texas (State) 75703 (Zip)

Phone (with area code): 903-581-0500 Fax (with area code): _____

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

Total Contract: $ TBD Total HUB Subcontract(s): $ 0.00

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

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

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

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

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: no subcontractors anticipated

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

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

The Proposer 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 Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. 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
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 4 of 4

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): Mark Taylor

Title: President

Signature:

Date: April 30, 2025

E-mail address: mark.taylor@grtraylor.com

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

Name (print or type): Melinda Smith

Title: Executive Vice President

Date: April 30, 2025

E-mail address: melinda.smith@grtraylor.com

REQUIRED FORM
Proposer:
Please complete this form and include with proposal 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 RFP Respondent" refers to a person who is not a resident.

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

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

☒ I certify that Gary R. Traylor & Assoc., Inc. [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is Tyler Texas (city and state).

Taxpayer Identification Number (T.I.N.):	75-1380234
Company Name submitting bid/proposal/response:	Gary R. Traylor & Associates, Inc.
Mailing address:	P.O. Box 7035, Tyler, Texas 75711
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

I, Mark Taylor, the undersigned representative of (company or business name) Gary R. Traylor & Associates, Inc. (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.

Mark Taylor
Signature of Company Representative

April 30, 2025
Date

On this 30th day of April, 2025, personally appeared

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

Notary Seal
CHRISTEL KIKER
Notary Public, State of Texas
Comm. Expires 08-16-2028
Notary ID 129091007

Christel Kiker
Notary Signature

4/30/2025
Date

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

SENATE BILL 252 CERTIFICATION

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

Gary R. Traylor & Associates, Inc.
Company Name

RFP 25-008 CG
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

Gary R. Traylor & Associates, Inc.
NAME OF BUSINESS

BY:

SIGNATURE

Mark Taylor, President
NAME & TITLE, TYPED OR PRINTED

P.O. Box 7035
MAILING ADDRESS

Tyler, Texas 75711
CITY, STATE, ZIP CODE

(903) 581-0500
TELEPHONE NUMBER

Sworn to and subscribed before me
this 30th day of
April, 2025

Christel Kiker
Notary Public

State of Texas

My Commission Expires: 8-16-2028

CHRISTEL KIKER
Notary Public, State of Texas
Comm. Expires 08-16-2028
Notary ID 129091007

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

CONTRACT RENEWAL FOR IFB 22-041/MR
RE-BID TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP, KITCHEN HOOD SUPPRESSION AND HALON 1301 FIRE SUPPRESSION INSPECTION FOR JEFFERSON COUNTY

The County entered into a contract with Advantage Interests, Inc. for one (1) year, from August 16, 2022 to August 15, 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 August 13, 2025 to August 12, 2026.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Advantage Interests, Inc.

Attachment A

Current Pricing
IFB 22-041/MR
Re- Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County
Awarded 8/16/2022

Renewal 1: 8-15-2023 - 8-14-2024 Updated: 8-9-2024
Renewal 2: 8-14-2024 - 8-13-2025

Item	Unit	Description	Unit Price
1	Semi-annually	Sprinkler Systems (wet pipe system inspection)	~~$200.00~~ $225.00
2	Semi-annually	Sprinkler Systems (dry pipe system inspection)	~~$200.00~~ $225.00
3	Semi-annually	Cooking Vent Hood Suppression Systems	~~$175.00~~ $200.00
4	Semi-annually	Halon 1301 System	~~$350.00~~ $400.00
5	Annually	Fire Pump Systems (fire pump flow test to be performed after hours or weekends only)	$546.00
6	Semi-annually	Standpipe Systems	~~$150.00~~ $225.00
		Total	~~$1,621.00~~ $1821.00
		Sprinkler Certificate of Registration attached?	Yes

Advantage Interests, Inc.
7840 W Little York
Houston TX 77040
Attn: Joe Sanchez
jsanchez@advantagefireprotection.com
ph: 713-983-7253
fx: 713-983-7292

ADVANTAGE
INTERESTS INCORPORATED
FIRE PROTECTION | SECURITY | SYSTEM INTEGRATION

7840 W. Little York
Houston, Texas 77040
e-mail: jsanchez@advantagefirfeprotection.com
Web: www.advantagefireprotection.com

Phone: (713) 983-7253
Fax: (713) 982-7292

Date: 7/10/2025

To Our Valued Customers,

At Advantage Fire Protection, we take pride in delivering reliable, high-quality service. In response to the continued rise in labor and travel costs, we will be adjusting our service rates effectively **7/1/2025.**

These updates are necessary to maintain our service standards and ensure technician availability across all service areas.

Below are the updated 2025 rates for Jefferson County services:

	Description	Frequency	2025 Updated Price
1.	Sprinkler Systems (wet pipe system inspection)	Semi-annually	$225
2.	Sprinkler Systems (dry pipe system inspection)	Semi-annually	$225
3.	Cooking Vent Hood Suppression Systems	Semi-annually	$200
4.	Halon 1301 System	Semi-annually	$400
5.	Fire Pump Systems (fire pump flow test to be performed after hours or weekends only)	Semi-Annually	$546
6.	Standpipe Systems	Semi-Annually	$225
	Total	**$1621.00**	**$1821.00**

We appreciate your continued partnership and understanding as we make these adjustments to better serve you. If you have any questions, please don't hesitate to contact us.

Sincerely,
Joe Sanchez
Director of Sales
Advantage Fire Protection
Phone: (713) 983-7253
Email: jsanchez@advantagefireprotection.com
Web: www.advantagefireprotection.com

Agreement 25-029/DC

tyler technologies

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Jefferson County, TX (the "Client") as of the last date written below (the "Effective Date").

Background

WHEREAS, Client is a current customer of Tyler and a user of Tyler's proprietary software; and

WHEREAS, Client desires to engage Tyler to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and the Client agree as follows:

A. Tyler shall furnish the services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein: (1) Schedule 1; and (2) Terms and Conditions.

Schedule 1

DESCRIPTION OF SERVICES	HOURS	RATE/HR.	T&M AMOUNT
Setup, Configuration & Consulting	25	$185	$4,625
No travel expenses, as all work will be completed remotely			
Client Name: TX Jefferson			
Project Description: New node in org chart for Appeals DA			
The Level of Effort (LoE) provided above is a good faith estimate of the hours Tyler requires to deliver the requested services project and is valid for 30 days. Once the PSA is approved, Tyler will proceed with a detailed scope using the first few hours of the approved estimate. If the final agreed-upon scope exceeds the initial good faith estimate, the customer may be required to approve another PSA for additional hours.			
		TOTAL CONTRACT AMOUNT	**$4,625**

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto.

TYLER TECHNOLOGIES, INC.		**CLIENT**	
By:	Sherry Clark	By:	Everette D. Alfred
Name:	Sherry Clark	Name:	Jeff Branick / EVERETTE D. ALFRED
Title:	Group General Counsel	Title:	County Judge
Date:	July 9, 2025	Date:	07/29/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST: [signature]

DATE 7/29/2025

Professional Services Agreement
Terms and Conditions

1. Services. Tyler shall perform the services set forth in Schedule 1.

2. Compensation. Tyler shall perform its services hereunder on a time and materials basis at the rates specified in Schedule 1. In addition, the Client shall reimburse Tyler for travel, lodging, and food expenses reasonably incurred by Tyler in performing its services hereunder as set forth in Schedule 1. Tyler shall invoice the Client on a monthly basis, which invoice shall be due and payable within thirty (30) days. Tyler prefers to receive payments electronically. Tyler's electronic payment information is as follows:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies Inc. – Operating

3. Term and Termination. This Agreement shall commence as of the Effective Date and shall continue until terminated or all work is complete (the "Term"). The Client may terminate this Agreement at any time by delivering a written notice of its intent to terminate to Tyler; provided, however, that the Client must pay Tyler for all costs and expenses incurred under this Agreement prior to the date of termination. Tyler may terminate this Agreement if the Client fails to pay any invoice when due or if the Client breaches any of its other obligations hereunder. Upon termination for any reason, each party shall immediately return all documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

4. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

(a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents; or
(b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure; or
(c) a party receives from a third party who has a right to disclose it to the receiving party; or
(d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement, or a subpoena; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

5. Warranty. Tyler warrants that it shall perform services in a professional, workmanlike manner, consistent with industry standards. In the event Tyler provides services that do not conform to this warranty, Tyler will re-perform the services at no additional cost to Client.

6. Limitation of Liability.

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO TOTAL FEES PAID TO TYLER UNDER THIS AGREEMENT.

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 6 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) DAMAGES OCCASIONED BY VIOLATION OF LAW.

7. Force Majeure. Neither party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure. "Force Majeure" is defined as an event beyond the reasonable control of a party, including governmental action, war, riot or civil commotion, fire, natural disaster, labor disputes, restraints affecting shipping or credit, delay of carriers, inadequate supply of suitable materials or any other cause which could not with reasonable diligence be foreseen, controlled or prevented by the party.

8. Insurance. Upon written request, Tyler shall provide Client with certificates of insurance evidencing the following insurance coverage:
a) Commercial general liability of at least $1,000,000;
b) Automobile liability of at least $1,000,000;
c) Professional liability of at least $1,000,000; and
d) Workers compensation complying with statutory requirements.

9. Miscellaneous.

(a) Tax Exempt Status. Client is a governmental tax-exempt entity and shall not be responsible for any taxes for any services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

(b) Assignment. Neither Tyler nor the Client shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.

(c) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(d) Entire Agreement. This Agreement and the Schedules hereto constitute the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof. The Exhibits to this Agreement are incorporated by reference herein.

(e) Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

(f) Relationship of Parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither party shall be considered an agent, representative, or employee of the other party for any purpose.

(g) Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

(h) No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

(i) Equitable Relief. Each party covenants, represents, and warrants that any violation of this Agreement by such party with respect to its respective obligations set forth in Section 4 shall cause irreparable injury to the other party and shall entitle the other party to extraordinary and equitable relief by a Court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

(j) Survival. The provisions of Sections 4 through 9 shall survive the expiration or termination of this Agreement.

PREFERRED
FACILITIES GROUP - USA

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

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

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite Quantity - IDIQ

Multiple Award Construction Contracts - MACC

Task Order Contracts TOC

Construction Management - Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

July 2, 2025
Mistey Reeves
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: ***"JC Ford Park Ballfield Steel Painting"***

Subject: ***"Proposal"***

Dear Ms Reeves

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

Proposal Recap:

- Prep and paint all structural steel in the dugouts, seating area, scorekeepers' stands, and netting poles.

Proposal Cost	$126,350.95
Bond	3,158.77
Total Cost	129,509.72

We estimate approximately **sixty (60)** working days to complete. We anticipate working around tournaments and games. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

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

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

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

This pricing is based on standard work hours from 7am – 5pm, M – F. Please do not hesitate to contact us at 409-842-8293 at your earliest convenience to discuss this estimate in further detail.

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Assembly

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file
25-1064

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

EVERETTE D. ALFRED

ATTEST

DATE 7/29/2025

PREFERRED
FACILITIES GROUP - USA

Preliminary Estimate, by estimates

Todd Stinson
Preferred Facilities Group - USA
728-24 - 2024 Buyboard - Normal - 4/01/2024 to 3/31/2026
Ford Park Baseball Bleachers & Covers Painting - 25-0064
Todd Stinson

Estimator: Todd Stinson

Ford Park Baseball Bleachers & Covers Painting

Division Summary (MF04)

01 - General Requirements	$3,606.24	26 - Electrical	
02 - Existing Conditions		27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes	$167,027.61	41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$170,633.85**
25 - Integrated Automation			

Totalling Components

2024 BuyBoard 728-24 PFG Texas Normal (-11.0000%)	$(15,616.41)	Consideration ()	
RSMeans BEAUMONT, TX CCI 2025Q1, 83.20%	$(28,666.49)	Nonpriced Line Items	
Priced Line Items	$170,633.85		

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

Material:	$59,727.13
Labor:	$107,300.48
Equipment:	$3,606.24
Other:	$0.00
Laborhours:	1,319.56
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	3	$170,633.85	
Total Non-Priced Items:	0	$0.00	0.00%
	3	$170,633.85	

Grand Total

$126,350.95

Preliminary Estimate, by estimates

Estimator: Todd Stinson

Ford Park Baseball Bleachers & Covers Painting

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-54-33-40-0075-4	Rent per month for rent aerial lift, articulating boom, to 60' high, 500 lb. capacity, diesel	Ea.	1.0000	$3,606.24	$3,606.24	RSM24FAC E, O&P	P
		01 - General Requirements Total						**$3,606.24**
09 - Finishes								
2	09-01-90-93-1400	Surface preparation, exterior, existing galvanized surface, prep for painting, clean and prime 31568.25*1.1 = 34,725.08	S.F.	34,725.0750	$2.24	$77,784.17	RSM24FAC M, L, O&P	P
3	09-96-56-20-3400	Wall coating, urethane on smooth surface, 3 coats, water based 31568.25*1.1 = 34,725.08	S.F.	34,725.0750	$2.57	$89,243.44	RSM24FAC M, L, O&P	P
		09 - Finishes Total						**$167,027.61**
		Estimate Grand Total						**126,350.95**

Marsh Waterproofing, Inc.

Specializing in Building Restoration

Physical Address:
240 South Main St. Suite #2
Vidor, TX 77662

Mailing Address:
P.O. Drawer 968
Vidor, TX 77670-0968

Ph# 409-769-0459
Toll free: 1-866-251-0234
Fax# 409-769-1682

Email: office@marshwaterproofing.com

June 3, 2025

Attn : Jefferson County
Alex Rupp
Alex.Rupp@jeffersoncountytx.gov

RE : Jerry Ware Terminal

Our recommendations and specifications are based on the information received from your engineer or representative. We will furnish at the above building, all labor, materials, tools, equipment, supervision, Workmen's Compensation, Public Liability and Property Damage Insurance necessary to complete in a thoroughly workmanlike manner all the work described below:

Scope of Work:

1. Paint the front and one small side of the metal building that is attached to the Jerry Ware Terminal.

Price: ***$1,500.00***

Region 5 ESC:

- **Job Order Contract (JOC) contract #20230601-2 for 2025-2026**
- **Job Order Contract (JOC) contract #20230601 - 2 - 6/1/2024 – 5/31/2025**
- **Building Materials, Supplies & Services #20250301 - 5/1/25 - 4/30/2026**
- **Paint Supplies and/or Services #20250305 - 5/1/25 - 4/30/26**

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Respectfully Submitted,
Tim Marsh
President
Marsh Waterproofing, Inc.

Acceptance Signature & Date: Juanita D. Axford 7-29-25

ATTEST
DATE 7/29/2025

NOTES – VALID FOR 30 DAYS

- If needed, Owner to furnish two (2) 110-volt amp outlets and one (1) 220 volt 50-amp single phase outlet and connect contractors power cord as supplied by contractor.
- If needed, Owner to furnish cold water at spigot in work area.
- If needed, Owner will cooperate with contractor in moving cars, etc. to minimize the risk of overspray.
- This proposal does not include any asbestos removal, encapsulation, or disposal of the same.
- We are not responsible for the relocation or covering of any product or production areas that could get damaged by dust, dirt, falling deck or water during the project.
- If needed, Owner will furnish interior and exterior storage area, parking space for trucks and storage trailers.
- If needed, Owner to move all non-permanently mounted items away from surfaces to be treated.
- If needed, Owner to cut back any existing landscaping a minimum of two feet away from the building prior to work commencing if needed.
- The scope of work under this contract expressly does NOT include investigation, detection, abatement, replacement, removal or detoxification of and Hazardous Environmental Condition.
- "Hazardous Environmental Condition" means any type or form of asbestos, lead or fungus, including mildew, mold, rot, rust, mycotoxins, spores, scents or byproducts produced or released by fungi.
- Our quote is based on the fact that this specification meets your insurance company approval and local code approval.

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Job Order Contracting

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Design Build

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Commercial

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Corporate/Retail

Assembly

July 18, 2025

Dennis Copeland
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: ***"Minnie Rogers Dorm 1 Painting"***

Subject: ***"Proposal"***

Dear Mr. Copeland

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

Proposal Recap:

- Prep and repaint the previously painted interior of the kids rooms including doors and frames.
- We exclude work not specifically in the kids rooms.
- We exclude work in the dorm area
- We exclude any major prep on the doors and frames

Proposal Cost	$	30,002.65
Bond	$	750.06
Total	$	30,752.71

We estimate approximately **thirty (30)** working days to complete upon material delivery. (1 Week) We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

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

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

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

PREFERRED
FACILITIES GROUP - USA

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Assembly

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 7/29/2025

Jefferson County Courthouse
1149 Pearl St., 4th Floor
Beaumont, Texas 77701

Office (409) 835-8441
China (409) 434-5430
brandon.willis@jeffcotx.us

BRANDON WILLIS
County Commissioner
Precinct #1

MEMORANDUM

TO: **Rebekah Patin & Fran Lee, Auditing**

FROM: **Lori Fountain, Pct. #1**

DATE: **July 14, 2025**

RE: **Budget Transfer – Agenda Item**

Transfer from Acct. #	111-0102-431.30-79	Crushed Stone			$57,492.
Transfer to Acct. #	111-0105/431.40-18	Road Machinery		$57,492 .	

This transfer request is to cover emergency repairs to our Gradall XL 4100 (A-39). Please add to next agenda.

Thank you,

Lori

(800) 687-0008
WWW.ASCOEQ.COM

QUOTATION NO	DATE
PQT120290	06/18/2025

PAYMENT TERMS
Net 30

ASCO EQUIPMENT
5980 MARTIN LUTHER KING RD
BEAUMONT TX 77705
(409) 212-8100

PARTS QUOTATION

CUSTOMER NO
BP0026234

CUST REF
SWO439342

INVOICE TO:

JEFFERSON COUNTY COMMISSIONER PCT 1
1149 PEARL STREET, 4TH FLOOR
BEAUMONT TX 77701
(409) 835-8442

A-39

SHIP TO:

ASCO EQUIPMENT
5980 MARTIN LUTHER KING RD
BEAUMONT TX 77705
(409) 212-8100

SALESMAN : Holli Davis | GOOD THRU : 07/18/2025 | DELIVERY TERMS :
SHIP VIA : WILL CALL | CONTACT NAME : RUSSELL LEMKE 409-673-0785

Pos.	Qty.	PART NUMBER	DESCRIPTION	PRICE	CORE	TOTAL
1	1	MC37460	RTV SILIC BLK ADH/SEAL	7.03	0.00	7.03
2	6	80484130	CABLE 6 PIN	8.83	0.00	52.98
3	1	80783178	PUMP, ELECTRICAL LUBE	1,914.54	0.00	1,914.54
4	1	84721702	HOSE ASSY	70.00	0.00	70.00
5	1	84721703	HOSE ASSY	128.72	0.00	128.72
6	1	80783072	CUSHMAN T-CASE, RWD, M	34,443.21	0.00	34,443.21
7	1	80733167	DRIVE MOTOR	6,601.39	0.00	6,601.39
8	1	77383154	INDICATOR AQ PRICING	26.11	0.00	26.11
9	1	80994250	PRIMARY FILTER	397.74	0.00	397.74
10	1	80994192	SAFETY FILTER	188.50	0.00	188.50
11	6	80323039	SPIDER PAD	140.17	0.00	841.02
12	6	88201078	HHCS, 1/2-13 X 4-1/2 G	2.21	0.00	13.26
13	6	88521308	1/2-13 LOCKNUT ZINC PL	2.08	0.00	12.48
14	3	80221280	THREADED BAR	42.82	0.00	128.46
15	3	80421136	PLATE	13.92	0.00	41.76
16	2	80383356	MUDFLAP (4X4)	118.67	0.00	237.34
17	8	88201027	HHCS, 5/16-18 X 2-3/4	0.95	0.00	7.60
18	8	88521205	NUT ESNA 21NU-058 5/16	0.88	0.00	7.04
19	8	88561003	WASHER, USS - 5/16 ZN	0.88	0.00	7.04
20	1	80746084	WELD,REARWARD DOOR	901.06	0.00	901.06
21	1	82171024	LOUVER, DOOR	301.93	0.00	301.93
22	14	88261005	SBHCS	1.63	0.00	22.82
23	14	88521604	8-32 MACH SCW HEX LOCK	0.88	0.00	12.32
24	14	88681599	WASHER, SAE - #8 STAIN	0.55	0.00	7.70
25	1	80384518	FILTER ELEMENT	41.92	0.00	41.92
26	3	73344303	OAT ANTIFREEZE 50/50 1	22.20	0.00	66.60
27	1	80364140	DOOR RETAINER	53.07	0.00	53.07
28	2	80264082	WASHER	4.70	0.00	9.40
29	1	80364141	BUSHING	8.65	0.00	8.65
30	2	80789072S	SER KIT, DRAIN VALVE P	75.01	0.00	150.02
31	1	FI	FREIGHT IN	500.00	0.00	500.00
32	1	SUBLETL	HYDRAULIC OIL	289.90	0.00	289.90
33	1	SUBLETL	SHOP SUPPLIES/ENVIRO	550.00	0.00	550.00
34	1	SUBLETL	LABOR	9,450.00	0.00	9,450.00

QUOTATION NO	DATE
PQT120290	06/18/2025

PAYMENT TERMS
Net 30

ASCO EQUIPMENT
5980 MARTIN LUTHER KING RD
BEAUMONT TX 77705
(409) 212-8100

PARTS QUOTATION

CUSTOMER NO
BP0026234

CUST REF
SWO439342

Pos.	Qty.	PART NUMBER	DESCRIPTION	PRICE	CORE	TOTAL

PARTS		46,701.71
MISC CHARGES		10,789.90
HEADER DISC		0.00
SUBTOTAL		57,491.61
SALES TAX		0.00
QUOTE AMOUNT	(USD)	57,491.61

REPRESENTATIVE: _____

ASCO EQUIPMENT

CUSTOMER ACCEPTANCE

CUSTOMER PO

TERMS, LIENS, AND CONDITIONS

Customer agrees to the following terms and conditions in regard to the purchase of the equipment, parts or repairs described on the front of this agreement (these terms and conditions include the information on the front of this agreement and the terms and conditions stated within the Customer's credit application and rental agreement, if any, all of which are part of this agreement):

Quotations. Quotations are estimates based on our initial inspection and do not include any additional parts, labor, overtime, freight, backorder freight, machining, taxes or environmental fees which may become evident after work has been initiated. Any operation not listed in the estimate is additional. Estimates are valid for 30 Days.

Inspections; Acceptance of Parts and/ or Equipment. Customer represents and acknowledges that it has inspected the goods, services and equipment purchased by Customer from Associated Supply Company, Inc. ("ASCO"), finds the same to be in satisfactory condition, property operating, and fit for the use or purpose intended by Customer. Customer acknowledges that the equipment or parts purchased have been selected solely by Customer for the purpose such equipment or parts are to be used and without reliance on ASCO or its employees, and that ASCO (i) has not selected the equipment or parts purchased, and (ii) is not responsible for the suitability of the equipment for the use Customer intends. **Customer agrees that except as expressly set forth in this agreement, ASCO is not liable for and makes no warranties, either express, implied, or by operation of law, as to any matter whatsoever including, without limitation, the condition of the equipment or parts, its merchantability, or its fitness for any particular purpose, and Customer releases ASCO to the fullest extent allowed by law from any warranties, express, implied or arising by operation of law. There are no warranties which extend beyond the description of the equipment or parts on the front of this agreement.**

Lien and Security Interest Related to Repair Work. Customer hereby authorizes all repair work to be done along with materials therefore and other repairs and materials incidental thereto. ASCO's employees may operate the above vehicles for purposes of testing, inspection or delivery at Customer's risk. An express possessory lien under Chapter 70, Subchapter A of the *Texas Property Code*, and a Security Interest under Title 1, Chapter 9 of the Texas *Business and Commerce Code (Uniform Commercial Code – Secured Transactions)* is granted to ASCO upon the machines, equipment and vehicles being repaired to secure all charges for labor, materials, and related expenses. Possession of the machines, equipment and vehicles may remain with ASCO until all charges are paid or arrangements satisfactory to ASCO are made. ASCO will not be held responsible for loss or damage to machines, equipment, or vehicles or articles left therein in case of fire, theft, accident or any other cause beyond ASCO'S control. Repairs are warranted for 90 days after the date of the repair; however, no warranty will apply if the invoice for such repairs is unpaid.

NOTICE OF RIGHT TO TAKE POSSESSION OF EQUIPMENT FOR UNPAID REPAIRS. As indicated by its signature on the front of this agreement, Customer agrees that the equipment repaired by ASCO is subject to repossession in accordance with Section 9.609 of the Texas Business and Commerce Code if payment of a check, money order, or a credit card transaction is stopped, is dishonored because of insufficient funds, no funds on deposit, or because the drawer or maker of the check, money order or the credit card holder has no account or the account has been closed.

Security Interest. Title to the goods, services and equipment will remain with ASCO until the total purchase price of goods, services and equipment has been paid in full. Customer grants to ASCO an express security interest under Title 1, Chapter 9 of the Texas *Business and Commerce Code* in the goods, services, and equipment to secure all charges therefore. In event of default in payment for the goods, services and equipment described herein, no further charges or purchases will be allowed. Purchaser further agrees to pay all costs of collection or enforcement hereof, including reasonable attorney's fees, for charges not paid that are more than 30 days past due. **Exclusive jurisdiction and venue for any litigation between Customer and ASCO is in any district court or county court of law of Lubbock County, Texas. CUSTOMER HEREBY UNCONDITIONALLY WAIVES ITS RIGHTS TO A JURY TRIAL.**

Parts Policies:

- Back ordered items will be shipped as soon as available.
- Electrical parts are non-returnable.
- Special order parts and parts "made as ordered" are non-refundable.
- Cores must be returned for credit within 10 days of purchase.
- Returned parts must be accompanied by a packing list or invoice and are subject to a 15% restocking charge.
- Claims for shortages or damages must be received within 5 days of sale.

Limitation of Purchaser's Remedies. The Customer's remedies, in the event of any claim made by the Customer against ASCO with respect to the goods, services and equipment sold here, shall be limited to return of such goods and equipment and repayment of the purchase price therefore or to repair and replace nonconforming goods, services and equipment. No consequential damages are permitted against ASCO in connection with the sale or the use of the goods, services and equipment sold here.

Indemnification. To the fullest extent permitted by law, Customer agrees to indemnify and hold harmless ASCO from and against any and all liability, suits, claims, demands and actions, and costs and expenses, including reasonable attorney's fees, loss of profit, business interruption or other special or consequential damages, damages relating to property damage, bodily injury, or damages relating to wrongful death, claimed against ASCO, and any of ASCO's officers, directors, agents, or employees, arising out of or related to the services, parts, equipment, supplies, goods and services furnished here, whether caused in whole or in part by the negligence of ASCO; however, this paragraph is not intended to indemnify ASCO for the replacement costs thereof as set forth above or parts, services or equipment supplied by ASCO which has been expressly warranted in writing.

Service Charge. All accounts past due 30 days will be charged a service charge at the periodic rate of 1 ½% per month, which is an annual percentage rate of 18%.

Like Kind Exchange. Notice is hereby given that ASCO may assign its rights under this agreement to ASCO Exchange, LLC (or other entity) to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

JEFFERSON COUNTY COURTHOUSE
1085 PEARL ST., 3RD FLOOR
BEAUMONT, TX 77701

OFFICE: (409) 835-8550

FACSIMILE: (409) 835-8573

KEITH F. GIBLIN
CRIMINAL DISTRICT ATTORNEY

MEMORANDUM

TO: Fran Lee
Auditor's Office

From: Keith F. Giblin

Date: July 17, 2025

RE: Budget Transfer Request

District Attorney's Office would like to transfer $42,308.00 from our Court Cost Account#12020304125015 into our Computer Equipment Account#12020304126002 to purchase twenty (20) laptops for our prosecutors.

Thank you,

Keith F. Giblin

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN

SUBJECT: BUDGET TRANSFER

DATE: 07/29/2025

The following budget amendment for the 279th District Court is necessary for additional cost for juvenile attorney fees. Budget amendment is coming from 317th District Court. In FY25 the 279th District Court began hearing all CPS cases.

120-2038-412-5079	Juvenile Attorney Fees	75,000	
120-2039-412-5079	Juvenile Attorney Fees		75,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: JEFFERSON COUNTY AUDITORS OFFICE, RS PATIN

SUBJECT: BUDGET TRANSFER

DATE: 07/22/2025

Budget adjustment – County Court @ Law #2 – additional cost of pauper attorney fees.

120-2052-412-5072	Pauper Attorney Fees	50,000	
120-2052-412-1007	Court Reporter		50,000

Jefferson County

Public Health Department
Ezea D. Ede, M.D.
County Health Authority

MEMORANDUM

Date: July 21, 2025

To: Rebekah Patin, 1st Assistant County Auditor

Cc: Commissioner Alfred; file

From: Rachel Dragulski, Director of Nursing

RE: Transfer Funds

Due to a medical emergency the full time pharmacist will be out of the office for an extended period of time. We are requesting a transfer of funds to cover the cost of relief pharmacists for the next 12 weeks.

From:		
120-5074-441.50-06	Burials	$32,000.00
To:		
120-5079-441.50-77	Contractual Services	$32,000.00

Thank you for assisting in this matter.

Rachel Dragulski
Director of Nursing

Unit I- 1295 Pearl Street – Beaumont, TX 77701
(409) 835-8530 – Facsimile (409) 839-2353
Unit II- 800 4th Street – Port Arthur, TX 77640
(409) 983-8380 – Facsimile (409) 983-8378

Outlook

UC DY12 Interim Redistribution Payment and IGT Call - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>
Date Tue 7/22/2025 11:11 AM
To Rebekah Patin <Rebekah.Patin@jeffersoncountytx.gov>; Fran Lee <Fran.Lee@jeffersoncountytx.gov>
Cc Justin Flores <justin@ahcv.com>; Alex Russell <alex@ahcv.com>; Kimberly Lam <Kimberly@ahcv.com>; Sherra Mershon <smershon@ahcv.com>

1 attachment (609 KB)
20250716 UC DY12 Interim Distribution Jefferson SDA Allocation Form Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization. Allow sender | Block sender

Good morning, Jefferson County Team!
We hope this email finds you well.
As you know, the upcoming UC DY12 Interim Redistribution IGT is taking place on **Tuesday, July 29th.** Accordingly, the hospitals participating within the Jefferson LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

UC DY12 Redistribution – total requested IGT amount $$374,650.85

Jefferson County should submit one TexNet trace sheet and allocation form (attached) for the specific amounts noted above, attributable to the SDA.

HHSC requires these amounts to be entered into TexNet no later than the close of business **7/29/2025 with a settlement date of 7/30/2025.** These funds will need to be placed in the "**UC Hospital**" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheets and allocation forms to PFD_UC_Payments@hhs.texas.gov.

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

Please do not hesitate to contact us with any questions.

Sincerely,

Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430
Web: www.ahcv.com
Email: caroline@ahcv.com
174 Saundersville Road, Suite 503 & 504
Hendersonville, TN 37075

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>
Sent: Thursday, July 10, 2025 8:56 AM

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TEXAS
Health and Human Services

UPDATED: UC DY12 Interim Redistribution Payment and IGT Call

HHSC has identified additional funds available for Uncompensated Care (UC) Demonstration Year (DY) 12 (FFY 2023), totaling approximately $73 million, all funds. These additional funds are the result of recoupments from overpaid providers that have now been collected.

To fund this payment, an additional Intergovernmental Transfer (IGT) is required, which will be collected based on the enhanced Federal Medical Assistance Percentage (FMAP) of 66.07% for the period between Oct. 2022 through March 2023, 64.87% for the period between April 2023 through June 2023, and 62.37% for the period between July 2023 through Sept. 2023 used during program year 2023. The IGT file is updated as of July 7, 2025, and is available for review on the Provider Finance Department (PFD) website.

IGT amounts can be found in column BY and payment amounts in column BU of the "UC Calculations by Provider" tab.

If the service delivery areas (SDAs) are not fully funded, HHSC may be required to adjust payments proportionately.

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

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

- July 29: Last date to schedule transfer in TexNet
- July 30: IGT settlement date
- Aug. 4: State-owned Hospitals submit Journal Entry
- Aug. 15: Payments Expected to Providers

Late IGTs will not be accepted.

Select the UC bucket in TexNet when entering your IGT. You must send a screenshot or a PDF copy of the confirmation/trace sheet from TexNet or an email with the confirmation number to the PFD UC Payments team. Additional information regarding the TexNet process can be found on the Comptroller's website.

State-owned hospitals must send a copy of their Journal Entry (JE) to PFD's UC Payments team.

An IGT allocation form designating what SDA the IGT is being submitted for must also be submitted with the Trace Sheet. Submit the trace sheet and IGT allocation as two separate documents. The "UC SDA Allocation Form" can be found under the "Additional Information" heading on the UC Payments website.Include two contacts and their phone number and email address in case HHSC has any questions regarding the TexNet/JE received.

If you have questions regarding the UC payment process, email the PFD's UC Payments team.

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

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

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JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2025

Fran Lee - County Auditor

FRAN LEE
COUNTY AUDITOR
(409) 835-8500

1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

July 17, 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 June 30, 2025 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the nine months ending June 30, 2025 is $157,003,153. Budgeted Revenues are $166,038,079 leaving $9,034,926 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 $111,866,351 for nine months of the year. This amount represents 98% of the budgeted amount of $114,126,069.

Sales Taxes:

Eighty-four percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be $32,700,000.

Licenses & Permits:

Seventy-six percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be $383,000 for the year.

Intergovernmental:

Ninety percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be $1,629,660.

Fees:

Eighty-five 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:

Eighty-four percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be $1,405,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of $3,751,250 by $668,145.

Other Revenues:

Seventy-six percent 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, sixty-eight 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 JUNE 30, 2025
TABLE OF CONTENTS

	PAGE
Consolidated Balance Sheet	1
Statement of Changes in Fund Balances	2
Statement of Revenues by Category - Compared with Budget Allocation	3
Statement of Revenues - Compared with Budget Allocation	4-5
Statement of Expenditures - Compared with Budget Allocation – 75% Budget Expended	6
Statement of Expenditures - Compared with Budget Allocation	7-8
Statement of Bonded Indebtedness	9
Statement of Transfers In and Out	10
Statement of Comp Time Liability	11-12

Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending June 30, 2025

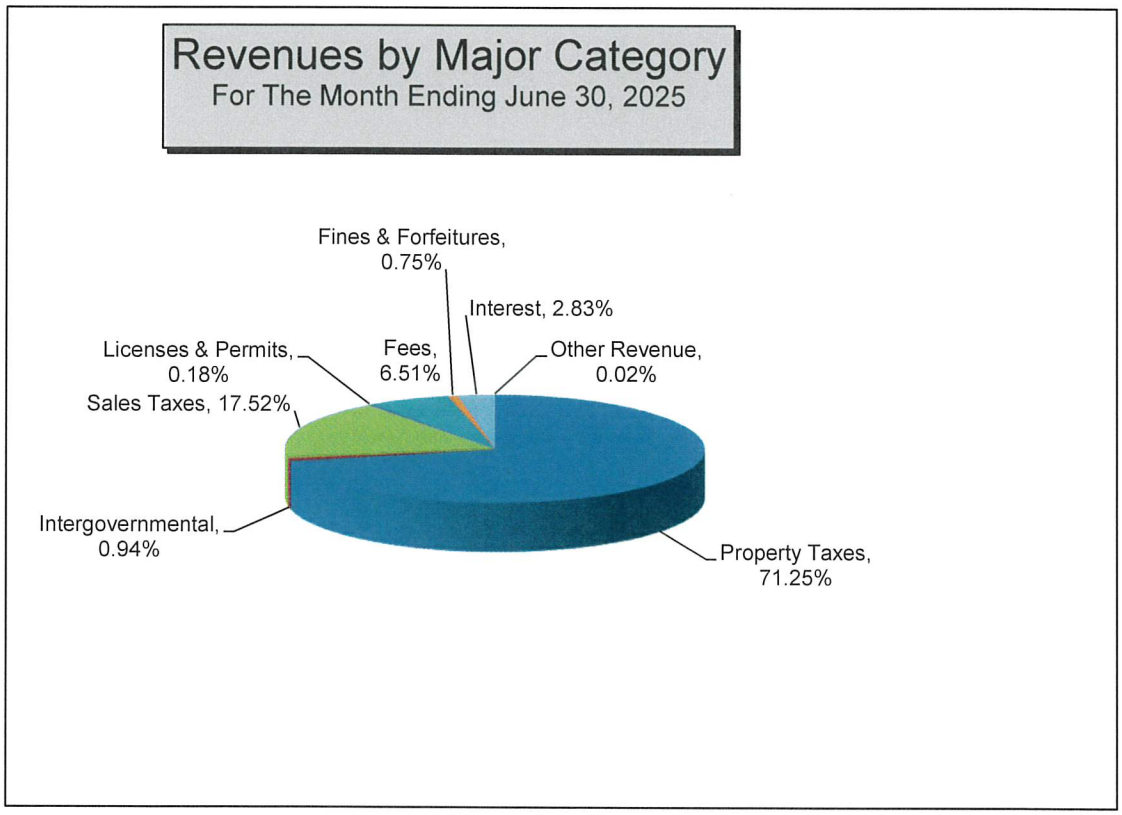
	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents	$ 122,859,783	56,523,947	20,186,268	6,133,400	1,352,020	7,327,055	$ 214,382,473
Receivables & Prepaids	6,918,282	14,373	-	252,441	345,473	-	7,530,569
Intergovernmental Receivables	81,394	80,785	-	-	-	-	162,179
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	$ 131,173,498	$ 56,637,362	$ 20,186,268	$ 6,385,841	$ 85,246,772	$ 7,327,055	$ 306,956,796
LIABILITIES AND FUND BALANCE/EQUITY							
Payables	$ 3,836,089	502,324	-	-	780,447	3,405,949	$ 8,524,809
Intergovernmental Payables	360	142	-	-	15	-	517
Other Liabilities	6,574,210	677,505	-	253,572	5,054,130	-	12,559,417
Fund Balance/Equity	120,762,839	55,457,391	20,186,268	6,132,269	79,412,180	3,921,106	285,872,053
Total Liabilities and Fund Balance/Equity	$ 131,173,498	$ 56,637,362	$ 20,186,268	$ 6,385,841	$ 85,246,772	$ 7,327,055	$ 306,956,796

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2025

	5/31/2025	Month Ending June 30, 2025				6/30/2025
	Fund Balance	Receipts	Disbursements	Transfers In(/Out)	Prior Period Adjustment	Fund Balance
Jury Fund	$ 73,677	$ 6,492	$ 46,346	$ -	$ -	$ 33,823
Road & Bridge Pct. 1	6,213,784	73,155	308,614	-	-	5,978,325
Road & Bridge Pct. 2	2,156,265	76,939	145,054	-	-	2,088,150
Road & Bridge Pct. 3	1,130,992	73,155	159,825	-	-	1,044,322
Road & Bridge Pct. 4	4,364,517	74,229	320,269	-	-	4,118,477
Engineering Fund	656,271	7,463	90,076	-	-	573,658
Parks & Recreation	139,144	6,047	11,659	-	-	133,532
General Fund	108,522,234	5,538,542	10,210,899	(2,611,082)	-	101,238,795
Mosquito Control Fund	2,448,865	21,946	136,909	-	-	2,333,902
Tobacco Settlement Fund	3,209,573	10,282	-	-	-	3,219,855
Total General Funds	128,915,322	5,888,250	11,429,651	(2,611,082)	-	120,762,839
Total Special Revenue Funds	67,922,364	7,953,637	20,529,692	111,082	-	55,457,391
Total Capital Project Funds	17,804,727	64,461	182,920	2,500,000	-	20,186,268
Total Debt Service Funds	6,080,249	52,020	-	-	-	6,132,269
Total Enterprise Funds	79,905,977	432,167	925,964	-	-	79,412,180
Total Internal Service Funds	4,091,001	3,452,110	3,622,005	-	-	3,921,106
Total Balances	$ 304,719,640	$ 17,842,645	$ 36,690,232	$ -	$ -	$ 285,872,053

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2025

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	$ 111,866,351	$ 114,126,069	$ 2,259,718	1.98%
Sales Taxes	27,508,624	32,700,000	5,191,376	15.88%
Licenses & Permits	289,178	383,000	93,822	24.50%
Intergovernmental	1,470,304	1,629,660	159,356	9.78%
Fees	10,215,875	12,006,100	1,790,225	14.91%
Fines & Forfeitures	1,185,348	1,405,000	219,652	15.63%
Interest	4,439,395	3,751,250	(688,145)	-18.34%
Other Revenue	28,078	37,000	8,922	24.11%
	$ 157,003,153	$ 166,038,079	$ 9,034,926	5.44%



Jefferson County, Texas

Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2025

	October 2024 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund										
Current Taxes	$ 32,047	$ 31,203	$ 68,122	$ 2,489	$ 1,212	$ 446	$ 689	$ 136,208	$ 139,248	$ 3,040
Delinquent Taxes	117	377	102	912	133	160	91	1,892	1,954	62
Jury Fees	10,599	4,852	5,627	5,657	6,081	5,671	5,712	44,199	65,000	20,801
Other Revenue	67,336	91	-	115	79,744	92	-	147,378	275,660	128,282
Road & Bridge Pct. 1										
Current Taxes	216,448	210,750	460,103	16,810	8,189	3,014	4,654	919,968	940,490	20,522
Delinquent Taxes	546	1,754	472	4,262	620	748	424	8,826	9,126	300
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,386	-	-	-	620,090	-	698,476	667,500	(30,976)
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	60,068	44,444	404,264	525,000	120,736
Sales, Rentals & Services	-	-	-	-	1,041	960	-	2,001	-	(2,001)
Fines and Forfeitures	43,866	17,713	22,073	28,412	28,277	24,863	23,633	188,837	215,000	26,163
Road & Bridge Pct. 2										
Current Taxes	216,448	210,750	460,103	16,810	8,189	3,014	4,654	919,968	940,490	20,522
Delinquent Taxes	546	1,755	471	4,262	620	748	424	8,826	9,126	300
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,386	-	-	-	620,090	-	698,476	667,500	(30,976)
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	60,068	44,444	404,264	525,000	120,736
Sales, Rentals & Services	-	-	-	-	6,135	-	3,784	9,919	-	(9,919)
Fines and Forfeitures	43,804	17,712	22,073	28,412	28,196	24,772	23,633	188,602	215,000	26,398
Road & Bridge Pct. 3										
Current Taxes	216,448	210,750	460,103	16,810	8,189	3,014	4,654	919,968	940,490	20,522
Delinquent Taxes	546	1,755	472	4,262	620	748	424	8,827	9,126	299
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,386	-	-	-	620,090	-	698,476	667,500	(30,976)
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	60,068	44,444	404,264	525,000	120,736
Sales, Rentals & Services	2,988	-	-	-	-	-	-	2,988	-	(2,988)
Fines and Forfeitures	43,904	17,712	22,072	28,412	28,196	24,772	23,633	188,701	215,000	26,299
Road & Bridge Pct. 4										
Current Taxes	216,448	210,750	460,103	16,810	8,189	3,014	4,654	919,968	940,490	20,522
Delinquent Taxes	546	1,755	472	4,262	620	748	424	8,827	9,126	299
Intergovernmental Revenue	-	-	-	-	-	-	-	-	11,000	11,000
Auto Registration Fees	-	78,386	-	-	-	620,089	-	698,475	667,500	(30,975)
Road & Bridge Fees	103,876	58,060	37,521	62,097	38,198	60,068	44,444	404,264	525,000	120,736
Sales, Rentals & Services	14,719	1,666	-	71	5,173	17,058	1,074	39,761	-	(39,761)
Fines and Forfeitures	44,104	17,713	22,073	28,412	28,196	24,772	23,633	188,903	215,000	26,097
Other Revenue	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas

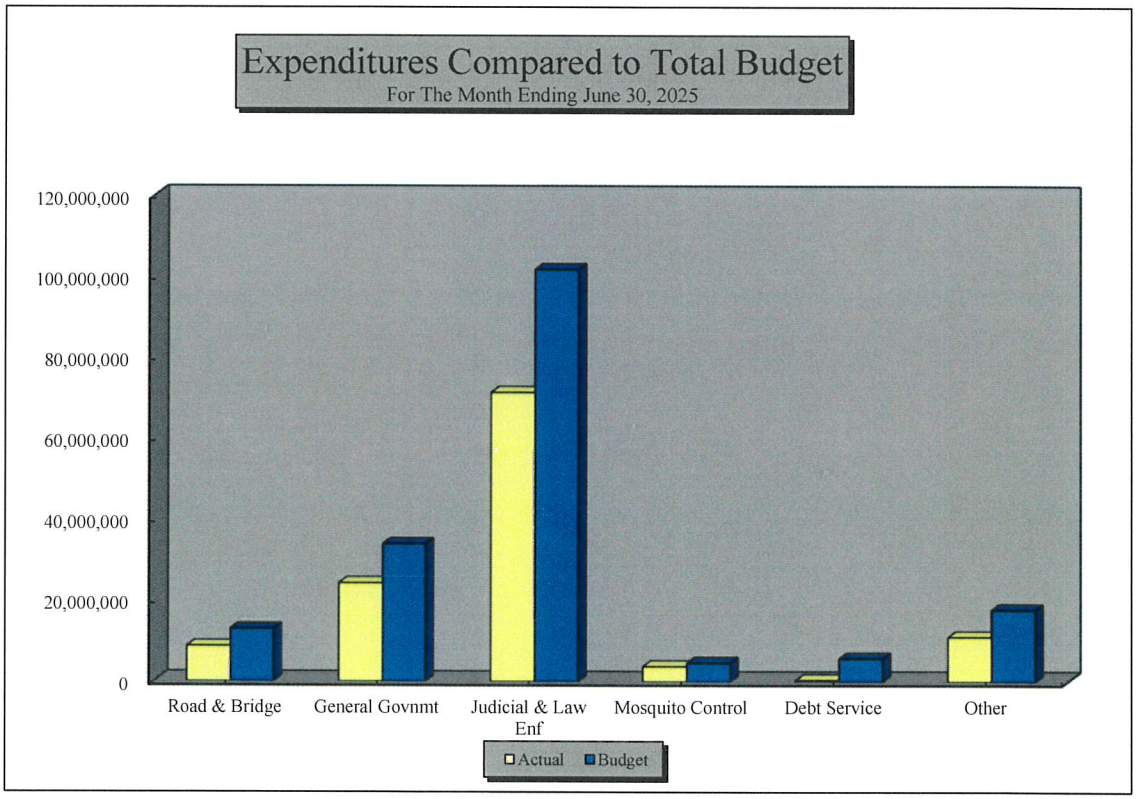
Statement of Revenues - Compared With Budget Allocation

For The Month Ending June 30, 2025

	October 2024 -December	January	February	March	April	May	June	Cumulative Total	Annual Budget	Unrealized Balance
Engineering Fund										
Current Taxes	$ 285,718	$ 278,196	$ 607,351	$ 22,189	$ 10,809	$ 3,978	$ 6,143	$ 1,214,384	$ 1,241,478	$ 27,094
Delinquent Taxes	670	2,153	579	5,229	761	918	520	10,830	11,198	368
Licenses and Permits	1,250	390	830	1,220	2,320	5,000	800	11,810	4,000	(7,810)
Sales, Rentals & Services	500	-	-	500	500	500	-	2,000	2,000	-
Parks & Recreation										
Current Taxes	45,477	44,280	96,671	3,532	1,720	633	978	193,291	197,604	4,313
Delinquent Taxes	13	39	11	95	14	17	9	198	204	6
Sales, Rentals & Services	16,828	4,890	5,880	6,780	6,923	6,356	5,060	52,717	65,150	12,433
General Fund										
Current Taxes	22,540,818	21,947,450	47,915,104	1,750,564	852,762	313,852	484,663	95,805,213	97,932,568	2,127,355
Delinquent Taxes	57,878	186,167	50,029	452,164	65,782	79,410	44,943	936,373	968,262	31,889
Sales Taxes	5,631,245	3,556,513	3,920,891	3,736,230	3,135,807	3,970,944	3,556,994	27,508,624	32,700,000	5,191,376
Other Taxes	-	-	-	-	-	-	28,078	28,078	37,000	8,922
Licenses and Permits	66,938	26,805	31,570	32,334	36,198	34,870	48,653	277,368	379,000	101,632
Intergovernmental Revenue	172,569	290	57,538	186,873	22,386	500,299	157,548	1,097,503	1,343,000	245,497
Fees of Office	786,012	304,635	284,975	304,396	404,673	259,434	389,942	2,734,067	3,518,800	784,733
Other Sales, Rentals & Svcs.	1,057,158	549,642	313,962	324,782	44,076	354,394	273,250	2,917,264	3,585,150	667,886
Fines & Forfeitures	77,216	40,629	38,969	41,916	67,482	55,732	108,361	430,305	545,000	114,695
Interest	1,008,738	524,464	626,411	507,196	512,260	589,877	446,110	4,215,056	3,600,000	(615,056)
Other Revenue	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund										
Current Taxes	966,992	941,534	2,055,534	75,098	36,583	13,464	20,792	4,109,997	4,201,686	91,689
Delinquent Taxes	1,486	4,780	1,284	11,609	1,689	2,039	1,154	24,041	24,859	818
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	12,661	10,282	96,096	80,000	(16,096)
Debt Service										
Current Taxes	1,330,301	1,295,281	2,827,824	103,313	50,328	18,522	28,603	5,654,172	5,554,525	(99,647)
Delinquent Taxes	5,756	12,172	3,574	27,800	4,965	6,476	3,831	64,574	54,019	(10,555)
Interest	11,762	12,426	21,734	18,753	19,992	23,990	19,586	128,243	71,250	(56,993)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-
Total	$ 35,682,110	$ 31,249,947	$ 61,026,293	$ 8,077,462	$ 5,914,460	$ 9,112,611	$ 5,940,270	$ 157,003,153	$ 166,038,079	$ 9,034,926

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2025

	Cumulative Actual	Annual Budget	Unencumbered Balance	Percentage Unencumbered
Jury Fund	$ 430,936	$ 633,247	$ 202,311	31.95%
Road & Bridge Funds	7,636,630	11,174,421	3,537,791	31.66%
Engineering Fund	865,615	1,463,807	598,192	40.87%
Parks & Recreation Fund	141,274	264,728	123,454	46.63%
General Fund:				
General Government	24,221,420	33,919,589	9,698,169	28.59%
Judicial	16,602,101	24,406,503	7,804,402	31.98%
Law Enforcement	54,286,087	76,694,289	22,408,202	29.22%
Education	331,881	512,699	180,818	35.27%
Health & Welfare	5,933,411	9,819,872	3,886,461	39.58%
Maintenance	2,935,966	4,434,738	1,498,772	33.80%
Other	1,511,694	2,649,893	1,138,199	42.95%
Mosquito Control Fund	3,681,184	4,533,094	851,910	18.79%
Tobacco Settlement	250,000	250,000	-	-
Debt Service Funds	286,430	5,672,850	5,386,420	94.95%
	$ 119,114,629	$ 176,429,730	$ 57,315,101	32.49%



Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2025

	October 2024 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Jury Fund	$ 138,353	$ 46,173	$ 20,868	$ 47,884	$ 72,188	$ 56,007	$ 46,346	$ 3,117	$ 430,936	$ 633,247	$ 202,311
Road & Brdg Pct. 1	324,806	155,006	148,510	114,031	178,623	228,426	308,614	289,855	1,747,871	2,592,540	844,669
Road & Brdg Pct. 2	1,009,660	196,078	146,016	157,151	141,457	160,659	145,054	184,144	2,140,219	2,859,877	719,658
Road & Brdg Pct. 3	591,236	213,971	149,271	197,275	151,038	184,598	159,825	93,530	1,740,744	2,706,969	966,225
Road & Brdg Pct. 4	405,031	202,320	149,922	151,988	116,302	129,766	320,269	532,198	2,007,796	3,015,035	1,007,239
Engineering	268,839	132,938	92,228	92,217	94,206	93,013	90,076	2,098	865,615	1,463,807	598,192
Parks & Recreation	30,618	13,106	25,099	25,075	12,910	13,660	11,659	9,147	141,274	264,728	123,454
Tax Assessor/Coll.	1,031,629	456,459	314,257	327,431	324,878	345,906	335,467	58,563	3,194,590	5,028,035	1,833,445
Human Resources	141,279	55,098	38,590	39,003	38,934	39,937	41,087	7,086	401,014	605,061	204,047
County Auditor	420,272	212,541	141,201	138,274	143,375	142,785	134,128	606	1,333,182	1,959,962	626,780
County Clerk	549,909	266,750	187,397	204,034	201,138	180,568	181,017	27,770	1,798,583	2,775,907	977,324
County Judge	231,578	105,462	77,448	76,182	84,995	80,562	77,834	2,366	736,427	1,195,416	458,989
Risk Management	79,737	35,772	16,196	8,715	8,606	8,662	13,087	21	170,796	389,355	218,559
County Treasurer	88,522	42,815	29,878	30,289	29,817	30,586	30,084	-	281,991	402,067	120,076
Printing Department	27,543	13,891	8,649	7,947	10,993	11,617	16,385	7,806	104,831	169,184	64,353
Purchasing Department	151,971	73,160	52,710	49,143	48,685	51,898	51,177	16,816	495,560	722,788	227,228
General Services	3,909,288	872,427	2,828,219	1,094,002	889,132	794,490	1,078,305	117,729	11,583,592	15,374,694	3,791,102
MIS	1,816,788	281,017	240,268	186,065	190,175	196,059	222,095	32,771	3,165,238	4,048,517	883,279
Voter's Registration	34,647	13,000	9,416	9,839	11,201	9,694	18,666	-	106,463	188,072	81,609
Elections	500,586	67,611	10,506	43,170	56,596	24,597	117,552	28,535	849,153	1,060,531	211,378
District Attorney	1,947,158	927,373	638,857	633,125	613,662	628,574	612,699	10,083	6,011,531	8,780,981	2,769,450
District Clerk	589,628	285,567	200,086	192,926	206,505	185,268	187,235	19,826	1,867,041	2,623,850	756,809
Criminal Dist. Court	340,697	234,256	152,045	164,903	231,244	180,760	84,917	1,281	1,390,103	1,987,303	597,200
58th Dist. Court	80,331	39,983	27,084	26,920	26,830	26,968	27,088	1,096	256,300	375,119	118,819
60th Dist. Court	86,299	42,456	28,797	28,688	28,806	28,801	28,804	742	273,393	404,440	131,047
136th Dist. Court	86,089	42,208	29,440	28,779	28,711	28,969	28,648	1,036	273,880	390,667	116,787
172nd Dist. Court	86,531	41,832	29,474	28,367	29,477	28,422	28,193	-	272,296	375,864	103,568
252nd Dist. Court	282,365	113,598	110,631	109,749	116,457	122,199	84,235	2,895	942,129	1,445,739	503,610
279th Dist. Court	164,342	62,156	61,158	50,214	62,616	50,222	83,573	327	534,608	718,030	183,422
317th Dist. Court	96,614	41,075	33,060	34,479	35,497	28,296	39,327	296	308,644	624,479	315,835
J.P. Pct. 1 Pl 1	100,678	51,584	35,747	35,749	35,465	34,960	34,811	1,847	330,841	471,448	140,607
J.P. Pct. 1 Pl 2	110,956	54,420	37,521	37,320	37,097	37,198	37,244	72	351,828	484,810	132,982
J.P. Pct. 2	106,199	51,728	33,266	33,806	34,197	33,746	33,882	229	327,053	463,389	136,336
J.P. Pct. 4	110,845	54,501	37,618	37,020	36,958	37,000	35,385	219	349,546	481,073	131,527
J.P. Pct. 6	100,239	49,761	33,457	34,962	33,535	32,637	32,441	443	317,475	473,782	156,307
J.P. Pct. 7	108,803	53,378	35,576	35,283	35,287	35,202	36,145	89	339,763	484,086	144,323
J.P. Pct. 8	58,825	38,797	32,560	30,955	33,422	32,318	31,946	333	259,156	470,011	210,855
Cnty. Court at Law 1	134,291	66,986	39,558	39,118	45,172	47,665	44,736	250	417,776	601,838	184,062
Cnty. Court at Law 2	142,931	67,038	51,025	49,184	69,874	53,907	51,003	660	485,622	798,053	312,431
Cnty. Court at Law 3	198,740	91,486	68,834	63,886	77,763	68,250	68,108	-	637,067	994,914	357,847
Court Master	134,623	56,799	48,273	46,004	46,502	46,689	44,967	36	423,893	609,736	185,843

Jefferson County, Texas

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2025

	October 2024 December	January	February	March	April	May	June	Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
Dispute Resolution	$ 72,496	$ 37,877	$ 23,343	$ 24,620	$ 24,424	$ 23,888	$ 24,436	$ 1,072	$ 232,156	$ 346,891	$ 114,735
Comm. Supervision	1,164	520	1,036	2,099	3,778	729	1,731	-	11,057	19,319	8,262
Sheriff's Dept.	3,878,145	1,891,760	1,292,878	1,292,835	1,491,135	1,633,178	1,306,049	128,289	12,914,269	18,752,320	5,838,051
Crime Lab	356,908	181,827	116,765	108,598	107,961	137,422	113,111	21,380	1,143,972	2,070,108	926,136
Jail	9,838,641	4,174,697	3,248,847	3,285,751	3,222,990	3,446,985	3,122,541	3,182,249	33,522,701	45,361,610	11,838,909
Juvenile Probation	407,077	197,907	132,703	127,183	130,235	131,183	131,900	3,749	1,261,937	1,979,891	717,954
Juvenile Detention	503,166	255,529	190,547	161,977	193,229	201,620	179,036	47,687	1,732,791	2,768,767	1,035,976
Constable Pct. 1	203,195	102,268	67,115	66,633	70,887	67,157	70,302	6,558	654,115	926,671	272,556
Constable Pct. 2	125,130	62,391	42,478	43,977	42,830	41,843	42,817	59,332	460,798	632,611	171,813
Constable Pct. 4	129,386	64,939	30,962	32,373	35,330	41,638	45,077	1,518	381,223	582,711	201,488
Constable Pct. 6	140,231	78,793	54,170	54,245	54,638	50,681	51,890	8,178	492,826	727,715	234,889
Constable Pct. 7	134,764	66,372	45,702	47,465	45,784	45,795	50,625	54,870	491,377	668,400	177,023
Constable Pct. 8	133,899	64,629	42,269	41,424	41,944	42,180	41,210	242	407,797	604,166	196,369
County Morgue	98,767	60,386	226,350	94,610	120,293	103,200	104,730	2,888	811,224	1,600,000	788,776
Agriculture Ext.	100,989	50,205	35,069	33,988	37,860	37,133	34,602	2,035	331,881	512,699	180,818
Public Health # 1	374,739	153,680	111,475	113,212	109,904	108,987	106,449	2,610	1,081,056	1,678,018	596,962
Public Health # 2	340,262	134,285	98,031	100,483	94,761	99,042	101,820	7,798	976,482	1,545,265	568,783
Nurse Practitioner	94,325	44,695	30,591	32,708	33,281	30,782	30,812	10,911	308,105	437,956	129,851
Child Welfare	47,500	-	-	-	4,199	-	43,300	-	94,999	95,000	1
Env. Control	100,963	47,520	34,279	34,277	36,128	34,499	36,270	15	323,951	522,705	198,754
Ind. Medical Svcs.	282,603	82,465	1,954,380	105,152	117,844	104,397	143,307	161,584	2,951,732	5,235,720	2,283,988
Emergency Mgmt.	56,789	33,238	22,264	20,816	20,714	21,355	21,822	88	197,086	305,208	108,122
Beaumont Maintenance	500,043	196,420	210,674	192,848	282,944	209,005	193,810	267,483	2,053,227	3,159,506	1,106,279
Port Arthur Maint.	196,520	88,865	67,774	68,262	65,361	66,258	79,748	77,889	710,677	994,121	283,444
Mid-County Maint.	38,003	20,315	18,663	16,608	16,077	14,796	15,316	32,284	172,062	281,111	109,049
Service Center	270,765	175,084	105,234	115,760	127,466	126,723	116,943	236,200	1,274,175	1,544,331	270,156
Veteran Service	63,254	34,434	23,546	27,990	27,760	31,159	28,974	402	237,519	415,299	177,780
Mosquito Control	333,925	1,628,331	164,243	143,374	218,201	113,141	136,909	943,060	3,681,184	4,533,094	851,910
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	$ 11,516,317	$ 11,429,651	$ 6,716,289	$ 119,114,629	$ 176,429,730	$ 57,315,101

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 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 June 30, 2025

Fund		Transfers In		Transfers Out	
120	General Fund	-		3,410,000	(a)
120	General Fund	-		441,074	(b)
217	Cybersecurity Grant	19,876	(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	3,123	(b)	-	
245	Crime Victim's Clearing	222,273	(b)	-	
257	Auto Theft Grant	29,352	(b)	-	
263	VAWA Fund	27,763	(b)	-	
311	Capital Projects	2,500,000	(a)		
312	CETRZ Grant	34,822	(b)		
550	SETEC Fund	910,000	(a)	-	
876	Sheriff-Spindletop Grant	103,865	(b)	-	
		$4,127,857		$4,127,857	

(a) Budgeted Transfer
(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2025

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	338.50	$ 10,088.38
Road & Bridge # 2	307.30	10,057.29
Road & Bridge # 3	444.32	13,114.18
Road & Bridge # 4	4.75	129.18
Engineering	57.13	2,070.56
Tax Assessor/Collector	405.65	10,884.01
Human Resources	-	-
County Auditor	49.70	1,608.34
County Clerk	397.25	10,918.82
County Judge	0.01	0.13
Treasurer	0.01	0.12
Printing	-	-
Purchasing Department	8.50	222.97
MIS	332.20	10,529.51
Voter Registration	19.90	662.50
Elections Department	319.70	9,224.08
District Attorney	0.01	0.14
District Clerk	538.90	14,565.70
Criminal District Court	79.55	2,555.90
58th District Court	1.63	52.24
172nd District Court	-	-
252nd District Court	2.38	92.34
317th District Court	-	-
Justice of Peace Pct. 1 Pl. 1	146.40	4,135.38
Justice of Peace Pct. 1 Pl. 2	205.00	5,668.90
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	-	-
Justice of Peace Pct. 6	4.88	138.63
Justice of Peace Pct. 7	0.01	0.15
Justice of Peace Pct. 8	-	-
County Court at Law #2	20.39	636.52
County Court at Law #3	0.01	0.11
Court Master	0.01	0.16
Associate Court Administrator	0.01	0.15
Dispute Resolution Center	119.63	3,128.69
Sheriff's Department	12,211.95	520,889.23
Crime Lab	107.99	5,151.50
Correctional Facility	9,945.10	324,987.53
Juvenile Probation	122.01	3,470.88
Juvenile Detention Home	248.42	4,923.12
Constable Pct. 1	326.13	12,078.84

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2025

Department	Cumulative Hours	Current Liability
Constable Pct. 2	6.00	$ 294.31
Constable Pct. 4	8.50	357.96
Constable Pct. 6	148.67	3,949.26
Constable Pct. 7	24.04	1,080.58
Constable Pct. 8	24.00	614.48
Public Health No. 1	33.88	771.76
Public Health No. 2	12.80	306.27
Nurse Practitioner	18.13	580.96
Environmental Control	-	-
Indigent Health	12.75	256.26
Emergency Management	79.50	2,811.68
Mosquito Control	386.50	10,732.46
Maintenance - Beaumont	374.33	8,998.64
Maintenance - Port Arthur	361.80	9,980.88
Maintenance- Mid County	80.00	2,386.84
Service Center	97.00	2,781.11
Veterans' Services Office	39.70	1,148.00
Airport	1,069.50	26,554.94
Visitors' Center	173.75	3,297.09
Grant A Basic Probation	0.26	4.82
Grant A Mental Health Service	0.26	8.94
Grant A Community Programs	79.25	2,432.79
Grant A Pre and Post Adjudication	17.25	331.19
Community Supervision	259.50	6,756.91
Adult Surveillance Program	13.00	205.70
Community Corrections	16.75	380.62
High Need Program	10.00	259.83
TJPC Grant Contract M	21.38	615.32
Drug Diversion	70.96	1,596.53
Juvenile Probation and Detention	77.00	1,238.82
Mentally Impaired Offender	23.00	597.61
Auto Theft	147.25	6,028.80
Sheriff Mental Health Liaison -Cnty	121.40	5,043.35
Sheriff Mental Health Liaison	18.75	767.67
Marine Division	3,826.75	163,349.56
Courthouse Security	400.00	17,720.29
District Clerk Records	2.01	51.34
Total	34,818.94	$ 1,266,279.75
Comp-Time Liability at 06/30/2024	38,246.95	$ 1,339,523.01

NAME	AMOUNT	CHECK NO.265	TOTAL
JURY FUND			
DAWN DONUTS	43.50	530270	
			43.50**
ROAD & BRIDGE PCT.#1			
ENTERGY	770.70	530161	
M&D SUPPLY	263.60	530170	
ACE IMAGEWEAR	43.09	530184	
ON TIME TIRE	198.00	530249	
			1,275.39**
ROAD & BRIDGE PCT.#2			
CURETON & SON	60.00	530151	
SETZER HARDWARE, INC.	65.06	530183	
ACE IMAGEWEAR	37.95	530184	
AT&T	96.44	530190	
SOUTHERN TIRE MART, LLC	182.31	530197	
MARTIN MARIETTA MATERIALS	2,799.10	530269	
			3,240.86**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	76.65	530143	
CITY OF PORT ARTHUR - WATER DEPT.	63.84	530148	
BEAUMONT ENTERPRISE	32.37	530154	
LOWE'S HOME CENTERS, INC.	506.70	530218	
CENTERPOINT ENERGY RESOURCES CORP	57.93	530226	
ASCO	64.38	530256	
MARTIN MARIETTA MATERIALS	4,403.82	530269	
			5,205.69**
ROAD & BRIDGE PCT.#4			
ACTION OIL SERVICE, INC.	50.00	530137	
CINTAS, INC.	241.87	530147	
RB EVERETT & COMPANY, INC.	417.49	530156	
M&D SUPPLY	864.80	530170	
POSITIVE PROMOTIONS INC	2,337.96	530200	
JASON'S DELI	1,571.50	530206	
UNITED STATES POSTAL SERVICE	14.85	530213	
4IMPRINT, INC.	636.30	530217	
CINTAS CORPORATION	103.68	530272	
TEXAS ASSOCIATION OF COUNTIES	275.00	530276	
O'REILLY AUTO PARTS	83.34	530281	
POSEY BRICK WORKS, INC	725.00	530289	
GULF COAST	407.70	530292	
			7,729.49**
ENGINEERING FUND			
VERIZON WIRELESS	125.69	530208	
ODP BUSINESS SOLUTIONS, LLC	116.40	530314	
			242.09**
PARKS & RECREATION			
ENTERGY	2,028.60	530161	
COUNTY HOME AND RANCH LP	87.80	530246	
KRAFTSMAN COMMERICIAL PLAYGROUNDS	1,750.00	530339	
			3,866.40**
GENERAL FUND			
JUSTICE OF THE PEACE, PCT. 4	1,672.60	530201	
			1,672.60*
TAX OFFICE			
THE LABICHE ARCHITECTURAL GROUP	2,850.00	530142	
CONSOLIDATED ELECTRICAL DIST INC.	336.44	530150	
CASH ADVANCE ACCOUNT	564.10	530166	
UNITED STATES POSTAL SERVICE	406.18	530213	
MICHELLE FARNIE	564.10	530254	
ELISHA MONTIEL	564.10	530274	
KATHERINE CARROLL	974.30	530335	
			6,259.22*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO.[266]	TOTAL
MOORMAN & ASSOCIATES, INC.	510.00	530171	
UNITED STATES POSTAL SERVICE	1.38	530213	
			511.38*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	14.60	530213	
KATRENA THERIOT	8.40	530288	
ODP BUSINESS SOLUTIONS, LLC	334.20	530314	
			357.20*
COUNTY CLERK			
KIRKSEY'S SPRINT PRINTING	130.80	530169	
UNITED STATES POSTAL SERVICE	150.64	530213	
			281.44*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	89.00	530155	
KEVIN PAULA SEKALY PC	500.00	530182	
GERMER PLLC	500.00	530202	
UNITED STATES POSTAL SERVICE	1.38	530213	
THOMSON REUTERS-WEST	137.38	530259	
CARRIER LAW GROUP PC	500.00	530302	
ODP BUSINESS SOLUTIONS, LLC	77.25	530314	
CITIBANK NA	205.00	530319	
			2,010.01*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	2.91	530213	
			2.91*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	113.63	530213	
			113.63*
PRINTING DEPARTMENT			
CINTAS CORPORATION	90.89	530272	
AMAZON CAPITAL SERVICES	15.99	530318	
			106.88*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.50	530213	
CITIBANK NA	75.00	530319	
			77.50*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	70.00	530166	
SUPERIOR	2,160.96	530241	
ROCHESTER ARMORED CAR CO INC	6,049.78	530242	
ERIC ALEXANDER	116.40	530293	
			8,397.14*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	1.38	530213	
			1.38*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	5.52	530213	
BLUE TRITON BRANDS INC	123.43	530337	
			128.95*
DISTRICT ATTORNEY			
FED EX	18.14	530158	
KIRKSEY'S SPRINT PRINTING	24.95	530169	
TEXAS DISTRICT & COUNTY ATTY ASSN.	2,000.00	530193	
UNITED STATES POSTAL SERVICE	37.39	530213	
THOMSON REUTERS-WEST	4,900.24	530259	
ODP BUSINESS SOLUTIONS, LLC	256.62	530314	
AMAZON CAPITAL SERVICES	184.52	530318	
CITIBANK NA	7.50	530319	
			7,429.36*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	221.40	530213	

NAME	AMOUNT	CHECK NO. 267	TOTAL
ODP BUSINESS SOLUTIONS, LLC	420.99	530314	
			642.39*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC	1,750.00	530138	
DAVID GROVE	8,750.00	530140	
DONALD W. DUESLER & ASSOC.	8,750.00	530152	
MARSHA NORMAND	8,750.00	530172	
NATHAN REYNOLDS, JR.	900.00	530178	
KEVIN S. LAINE	4,375.00	530198	
JOHN D WEST	8,750.00	530207	
LANGSTON ADAMS	8,750.00	530219	
LAURIE PEROZZO	5,050.00	530238	
JASON ROBERT NICKS	4,375.00	530239	
JAMES R. MAKIN, P.C.	900.00	530245	
WILLIAM MARCUS WILKERSON	800.00	530253	
THE SAMUEL FIRM, PLLC	900.00	530286	
BENJAMIN ALAN JEFFERIES	900.00	530323	
RAEGAN MINALDI	8,750.00	530332	
FRANKLIN FRANKLIN & ASSOCIATES PLLC	4,246.69	530334	
			76,696.69*
58TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	39.95	530188	
			39.95*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	23.38	530213	
CITIBANK NA	263.00	530319	
			286.38*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.69	530213	
LEXIS-NEXIS	227.79	530214	
			228.48*
252ND DISTRICT COURT			
KEVIN S. LAINE	4,375.00	530198	
CHARLES ROJAS	8,750.00	530204	
UNITED STATES POSTAL SERVICE	.69	530213	
SUMMER TANNER	525.00	530230	
JASON ROBERT NICKS	4,375.00	530239	
ALLEN PARKER	8,750.00	530240	
BRITTANIE HOLMES	8,750.00	530252	
MARVIN LEWIS JR	8,750.00	530283	
ODP BUSINESS SOLUTIONS, LLC	385.22	530314	
			44,660.91*
279TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	16.27	530189	
GLEN M. CROCKER	660.00	530216	
LANGSTON ADAMS	1,540.00	530219	
JOEL WEBB VAZQUEZ	330.00	530224	
BRITTANIE HOLMES	220.00	530252	
JULLIANA REYES	110.00	530280	
THE PARDUE LAW FIRM, PLLC	7,040.00	530299	
ALICIA K HALL PLLC	660.00	530300	
SHELANDER LAW OFFICE	440.00	530305	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,518.00	530327	
			12,534.27*
317TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	16.95	530186	
CHARLES ROJAS	1,050.00	530204	
JOEL WEBB VAZQUEZ	975.00	530224	
			2,041.95*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	171.82	530213	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	530229	
			246.82*
JUSTICE COURT-PCT 1 PL 2			

NAME	AMOUNT	CHECK NO.[268]	TOTAL
UNITED STATES POSTAL SERVICE	50.67	530213	
			50.67*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	31.89	530213	
BLUE TRITON BRANDS INC	35.98	530338	
			67.87*
JUSTICE OF PEACE PCT. 8			
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	530263	
			71.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	35.88	530213	
			35.88*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	400.00	530138	
DAVID GROVE	425.00	530140	
A. MARK FAGGARD	480.00	530157	
CASH ADVANCE ACCOUNT	282.48	530166	
UNITED STATES POSTAL SERVICE	2.76	530213	
JENNIFER DELAGE	350.00	530273	
			1,940.24*
COUNTY COURT AT LAW NO. 3			
MARVA PROVO	700.00	530177	
JOEL WEBB VAZQUEZ	350.00	530224	
KIMBERLY PHELAN, P.C.	250.00	530227	
JENNIFER DELAGE	2,575.00	530273	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,825.00	530327	
			5,700.00*
COURT MASTER			
SOUTHEAST TEXAS WATER	16.95	530187	
UNITED STATES POSTAL SERVICE	.69	530213	
			17.64*
SHERIFF'S DEPARTMENT			
FED EX	48.33	530159	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	2,360.00	530164	
MOORMAN & ASSOCIATES, INC.	1,435.00	530171	
SAM'S WESTERN WEAR, INC.	1,198.39	530180	
AT&T	144.66	530190	
ULINE SHIPPING SUPPLY SPECIALI	161.34	530195	
VERIZON WIRELESS	3,837.31	530209	
UNITED STATES POSTAL SERVICE	2,713.34	530213	
SIRCHIE FINGER PRINT LABORATORIES	285.00	530244	
RITA HURT	1,375.00	530248	
THOMSON REUTERS-WEST	586.09	530259	
GALLS LLC	13.07	530268	
NEIGHBORHOOD VETERINARY CENTERS LLC	1,031.69	530310	
AMAZON CAPITAL SERVICES	746.99	530318	
CITIBANK NA	860.00	530319	
BEAUMONT OCCUPATIONAL SERVICES	255.80	530321	
CLOUDGAVEL LLC	2,500.00	530324	
			19,552.01*
CRIME LABORATORY			
THERMAL SCIENTIFIC, INC.	929.04	530194	
WORKQUEST	185.80	530306	
ODP BUSINESS SOLUTIONS, LLC	116.91	530314	
			1,231.75*
JAIL - NO. 2			
BOB BARKER CO., INC.	1,494.18	530144	
ECOLAB	14,303.47	530153	
ENTERGY	38,441.82	530161	
AT&T	39.82	530190	
SOUTHERN TIRE MART, LLC	275.90	530197	
TEXAS GAS SERVICE	771.64	530220	
WORKQUEST	689.04	530306	
WALMART CAPITAL ONE	387.76	530307	

NAME	AMOUNT	CHECK NO.269	TOTAL
RA LOCK SECURITY SOLUTIONS INC	966.64	530325	
JUVENILE PROBATION DEPT.			57,370.27*
CASH ADVANCE ACCOUNT	651.50	530166	
LARONDA TURNER	222.60	530173	
UNITED STATES POSTAL SERVICE	4.83	530213	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	530264	
CHAD AVY ADVERTISING & DESIGN	975.00	530279	
DEMICA HENTON	44.10	530326	
NICOLE CLARK	156.80	530329	
JUVENILE DETENTION HOME			2,125.83*
BEN E KEITH COMPANY	503.00	530223	
BIG THICKET PLUMBING INC	180.00	530278	
FLOWERS BAKING COMPANY OF HOUSTON	90.51	530316	
CONSTABLE PCT 1			773.51*
UNITED STATES POSTAL SERVICE	67.36	530213	
CITIBANK NA	15.00	530319	
CONSTABLE-PCT 4			82.36*
POSTMASTER	323.00	530176	
CONSTABLE-PCT 6			323.00*
UNITED STATES POSTAL SERVICE	10.24	530213	
CONSTABLE PCT. 7			10.24*
ODP BUSINESS SOLUTIONS, LLC	83.22	530314	
CONSTABLE PCT. 8			83.22*
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	530265	
BEARCOM / KAY ELECTRONICS	77.50	530290	
AGRICULTURE EXTENSION SVC			148.50*
UNITED STATES POSTAL SERVICE	.97	530213	
WALMART CAPITAL ONE	55.62	530307	
HALLEE M SMITH	89.60	530308	
CITIBANK NA	45.00	530319	
JENNIFER COLEMAN	34.37	530340	
HEALTH AND WELFARE NO. 1			225.56*
BROUSSARD'S MORTUARY	900.00	530146	
CLAYBAR FUNERAL HOME, INC.	900.00	530149	
MCKESSON MEDICAL-SURGICAL INC	695.46	530203	
UNITED STATES POSTAL SERVICE	29.54	530213	
KAYLEE BENNETT	39.00	530295	
BAK GLOBAL LLC	340.00	530320	
HEALTH AND WELFARE NO. 2			2,904.00*
ENTERGY	140.00	530162	
MCKESSON MEDICAL-SURGICAL INC	1,249.90	530203	
BAK GLOBAL LLC	260.00	530320	
NURSE PRACTITIONER			1,649.90*
MCKESSON MEDICAL-SURGICAL INC	445.14	530203	
INDIGENT MEDICAL SERVICES			445.14*
MCKESSON MEDICAL-SURGICAL INC	2,431.86	530203	
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	530233	
CARDINAL HEALTH 110 INC	14,843.02	530260	
EMERGENCY MANAGEMENT			21,322.88*

NAME	AMOUNT	CHECK NO. 270	TOTAL
VERIZON WIRELESS	150.00	530210	
WALMART CAPITAL ONE	87.92	530307	
			237.92*
MAINTENANCE-BEAUMONT			
BINSWANGER GLASS CO.	8,617.00	530145	
ECOLAB	266.85	530153	
SANITARY SUPPLY, INC.	2,777.89	530181	
ACE IMAGEWEAR	279.43	530184	
AT&T	792.31	530190	
SHERWIN-WILLIAMS	1,049.30	530237	
INTEGRITY ELEVATOR SOLUTIONS LLC	2,853.50	530296	
CITIBANK NA	124.00	530319	
			16,760.28*
MAINTENANCE-PORT ARTHUR			
ENTERGY	5,683.81	530161	
SANITARY SUPPLY, INC.	1,482.85	530181	
LOWE'S HOME CENTERS, INC.	80.23	530218	
BAKER DISTRIBUTING COMPANY	10.05	530222	
VECTOR SECURITY	506.00	530275	
CHARTER COMMUNICATIONS	116.00	530311	
PARKER'S BUILDING SUPPLY	18.98	530317	
			7,897.92*
MAINTENANCE-MID COUNTY			
ENTERGY	1,400.96	530161	
ACE IMAGEWEAR	41.21	530184	
			1,442.17*
SERVICE CENTER			
SPIDLE & SPIDLE	19,307.90	530139	
CINTAS, INC.	102.41	530147	
J.K. CHEVROLET CO.	2,842.58	530163	
M&D SUPPLY	128.62	530170	
PHILPOTT MOTORS, INC.	76.20	530175	
AT&T	96.44	530190	
TATE & CO., INC.	8,476.60	530191	
S.E. TEXAS AUTO EQUIPMENT	1,205.00	530196	
MODICA BROS. TIRES & WHEELS	1,004.67	530215	
BUMPER TO BUMPER	298.96	530225	
AIRPORT GULF TOWING LLC	125.00	530228	
AMERICAN TIRE DISTRIBUTORS	139.53	530236	
SPANKY'S WRECKER SERVICE INC	150.00	530250	
SILSBEE FORD INC	71.52	530261	
CINTAS CORPORATION	61.52	530272	
BEARCOM / KAY ELECTRONICS	78.00	530290	
CITIBANK NA	200.00	530319	
			34,364.95*
			341,562.15**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	363.88	530160	
JACK BROOKS REGIONAL AIRPORT	195.32	530165	
SETZER HARDWARE, INC.	68.15	530183	
ACE IMAGEWEAR	76.70	530184	
TEXAS DEPARTMENT OF AGRICULTURE	150.00	530271	
O'REILLY AUTO PARTS	265.06	530281	
AIRGAS USA, LLC	583.81	530282	
NUTRIEN AG SOLUTIONS, INC	11,602.80	530285	
AERO PERFORMANCE	1,740.46	530315	
			15,046.18**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,347.50	530298	
BEAUMONT OCCUPATIONAL SERVICES	299.95	530321	
			1,647.45**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,407.04	530294	
AMAZON CAPITAL SERVICES	219.96	530318	
			10,627.00**
LAW LIBRARY FUND			

NAME	AMOUNT	CHECK NO.[271]	TOTAL
THOMSON REUTERS-WEST	525.68	530258	
EMPG GRANT			525.68**
VERIZON WIRELESS	99.19	530211	
CITIBANK NA	305.20	530319	
JUVENILE PROB & DET. FUND			404.39**
VICTORIA COUNTY JUVENILE SERVICES	7,500.00	530235	
RITE OF PASSAGE	9,750.00	530297	
GRANT A STATE AID			17,250.00**
PEGASUS SCHOOL	13,640.40	530174	
BI INCORPORATED	652.50	530205	
VICTORIA COUNTY JUVENILE SERVICES	126.00	530235	
BURKE CENTER	12,059.09	530266	
COMMUNITY SUPERVISION FND			26,477.99**
UNITED STATES POSTAL SERVICE	121.03	530213	
JCCSC	252.00	530243	
CHARTER COMMUNICATIONS	130.83	530312	
MENTALLY IMPAIRED OFFEND.			503.86**
TEXAS ASSN. OF COUNTIES - RISK	364.60	530192	
COMMUNITY CORRECTIONS PRG			364.60**
TEXAS ASSN. OF COUNTIES - RISK	1,360.98	530192	
DRUG DIVERSION PROGRAM			1,360.98**
TEXAS ASSN. OF COUNTIES - RISK	1,138.36	530192	
LAW OFFICER TRAINING GRT			1,138.36**
VECTOR SECURITY	134.85	530275	
COUNTY CLERK - RECORD MGT			134.85**
DLT SOLUTIONS LLC	131,089.22	530141	
COUNTY RECORDS MANAGEMENT			131,089.22**
JIFFY TROPHIES	569.67	530167	
HOTEL OCCUPANCY TAX FUND			569.67**
CINTAS, INC.	73.81	530147	
BEAUMONT ENTERPRISE	832.00	530154	
JOHNSEN'S WHOLESALE FLORIST, INC.	57.60	530168	
MARDI GRAS OF SOUTHEAST TEXAS	20,000.00	530221	
DISH NETWORK	142.39	530231	
REXEL USA INC	14.25	530277	
ODP BUSINESS SOLUTIONS, LLC	17.33	530314	
PELLA PRODUCTS OF HOUSTON	1,858.44	530328	
MASSEY SERVICES INC	25.00	530333	
CAPITAL PROJECTS FUND			23,020.82**
L&L GENERAL CONTRACTORS	133,950.00	530255	
AIRPORT FUND			133,950.00**
SPIDLE & SPIDLE	2,240.75	530139	
CINTAS, INC.	110.25	530147	
W.W. GRAINGER, INC.	233.61	530160	
S.E. TEXAS BUILDING SERVICE	5,868.34	530185	
AT&T	447.18	530190	
COASTAL SPRINKLER COMPANY	1,175.00	530199	

NAME	AMOUNT	CHECK NO.[272]	TOTAL
UNITED STATES POSTAL SERVICE	1.38	530213	
LOWE'S HOME CENTERS, INC.	323.72	530218	
A1 FILTER SERVICE COMPANY	624.75	530247	
INDUSTRIAL & COMMERCIAL MECHANICAL	2,855.00	530251	
COASTAL BUSINESS FORMS	578.75	530257	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	55.63	530262	
BK INDUSTRIAL SOLUTIONS LLC	135.07	530267	
TITAN AVIATION FUELS	45,176.72	530284	
THE HOME DEPOT PRO	130.26	530287	
CY-FAIR TIRE	128.90	530291	
JM TEST SYSTEMS INC	396.00	530303	
CHARTER COMMUNICATIONS	125.65	530313	
AMAZON CAPITAL SERVICES	389.99	530318	
CITIBANK NA	1,896.00	530319	
			62,892.95**
SE TX EMP. BENEFIT POOL			
MADISON NATIONAL LIFE INSURANCE COM	7,704.72	530330	
RETIREE FIRST	208,740.34	530331	
LANTERN SPECIALTY CARE	222.59	530336	
			216,667.65**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	580.00	530251	
			580.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	20,113.80	530118	
CLEAT	5,319.00	530119	
JEFFERSON CTY. TREASURER	12,471.29	530120	
INTERNAL REVENUE SERVICE	208.00	530121	
JEFFERSON CTY. COMMUNITY SUP.	5,460.57	530122	
JEFFERSON CTY. TREASURER - HEALTH	590,989.82	530123	
JEFFERSON CTY. TREASURER - GENERAL	20.00	530124	
JEFFERSON CTY. TREASURER - PAYROLL	2,171,078.10	530125	
JEFFERSON CTY. TREASURER - PAYROLL	740,949.54	530126	
POLICE & FIRE FIGHTERS' ASSOCIATION	2,873.41	530127	
JEFFERSON CTY. TREASURER - TCDRS	880,017.64	530128	
JEFFERSON COUNTY TREASURER	3,633.09	530129	
JEFFERSON COUNTY - TREASURER -	11,170.61	530130	
NECHES FEDERAL CREDIT UNION	31,202.43	530131	
JEFFERSON COUNTY - NATIONWIDE	123,030.19	530132	
SBA - U S DEPARTMENT OF TREASURY	437.55	530133	
ALLSTATE BENEFITS	9,015.13	530134	
SECURIAN LIFE INSURANCE COMPANY	1,156.56	530135	
CHUBB	5,709.14	530136	
			4,614,855.87**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	690.00	530309	
RUBEN ZAPATA	800.00	530322	
			1,490.00**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	12,302.50	530301	
PREFERRED FACILITIES GROUP-USA, LLC	508,049.68	530304	
			520,352.18**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,383.70	530234	
			2,383.70**
MARINE DIVISION			
ENTERGY	667.73	530161	
JACK BROOKS REGIONAL AIRPORT	758.70	530165	
RITTER @ HOME	434.73	530179	
SETZER HARDWARE, INC.	216.02	530183	
AT&T	116.80	530190	
VERIZON WIRELESS	151.96	530209	
BUMPER TO BUMPER	49.47	530225	
THE DINGO GROUP-PETE JORGENSON MARI	9,513.58	530232	
AMAZON CAPITAL SERVICES	64.58	530318	
			11,973.57**
SHERIFF - COMMISSARY			

NAME	AMOUNT	CHECK NO.[273]	TOTAL
WALMART CAPITAL ONE	194.32	530307	
SHERIFF-SPINDLETOP GRANT			194.32**
PREFERRED FACILITIES GROUP-USA, LLC	65,939.70	530304	
			65,939.70**
			6,224,606.56***

NAME	AMOUNT	CHECK NO.274	TOTAL
JURY FUND			
ALISA RAUMAKER, CSR	525.00	530350	
CHAPMAN VENDING	581.75	530522	
			1,106.75**
ROAD & BRIDGE PCT.#1			
ABLE FASTENER, INC.	136.65	530342	
SPIDLE & SPIDLE	4,809.04	530346	
ACE IMAGEWEAR	68.53	530388	
SUPERIOR SUPPLY & STEEL	1,675.80	530402	
VERIZON WIRELESS	75.98	530421	
ASCO	1,247.69	530463	
MARTIN MARIETTA MATERIALS	4,074.22	530480	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
NICKS DIRT AND DOZER LLC	196.00	530563	
			12,580.91**
ROAD & BRIDGE PCT.#2			
M&D SUPPLY	59.99	530376	
ACE IMAGEWEAR	19.92	530388	
SOUTHERN TIRE MART, LLC	1,163.76	530395	
BUMPER TO BUMPER	239.86	530437	
CENTERPOINT ENERGY RESOURCES CORP	68.33	530438	
NEW WAVE WELDING TECHNOLOGY	27.00	530445	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
CHARTER COMMUNICATIONS	188.63	530532	
			2,064.49**
ROAD & BRIDGE PCT. # 3			
CINTAS, INC.	71.85	530355	
ENTERGY	33.03	530368	
SEABREEZE CULVERT, INC.	270.00	530387	
ACE IMAGEWEAR	437.06	530388	
SMART'S TRUCK & TRAILER, INC.	43.16	530390	
TRANTEX, INC.	4,210.00	530398	
VERIZON WIRELESS	37.99	530421	
LOWE'S HOME CENTERS, INC.	296.25	530430	
ALL SERV INDUSTRIAL LLC	32.20	530448	
CAT5 RESOURCES LLC	390.25	530470	
MARTIN MARIETTA MATERIALS	33,809.74	530480	
GERALD T PELTIER JR	200.00	530500	
CHARTER COMMUNICATIONS	173.84	530528	
			40,005.37**
ROAD & BRIDGE PCT.#4			
CINTAS, INC.	119.41	530355	
M&D SUPPLY	37.24	530376	
SANITARY SUPPLY, INC.	424.00	530386	
AT&T	55.09	530392	
TRANTEX, INC.	653.88	530398	
JASON'S DELI	5,729.28	530401	
UNITED STATES POSTAL SERVICE	1.48	530424	
4IMPRINT, INC.	707.13	530429	
SAM'S CLUB DIRECT	331.33	530457	
SCHAEFFER MFG CO	702.06	530465	
O'REILLY AUTO PARTS	67.61	530493	
GULF COAST	540.00	530499	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
LINDENMEYR MUNROE	291.55	530517	
MASSEY SERVICES INC	100.00	530550	
			10,057.06**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	530514	
			825.00**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.[275]	TOTAL
ADAMS BACKHOE SERVICE	900.00	530343	
SANITARY SUPPLY, INC.	805.04	530386	
VERIZON WIRELESS	37.99	530421	
MARTIN MARIETTA MATERIALS	5,155.84	530480	
ALL TERRAIN EQUIPMENT CO	393.03	530487	
			7,291.90**
GENERAL FUND			
JUSTICE OF THE PEACE, PCT. 7	222.30	530399	
JCCSC	200.00	530452	
			422.30*
TAX OFFICE			
ACE IMAGEWEAR	43.75	530388	
DEPARTMENT OF INFORMATION RESOURCES	.06	530400	
UNITED STATES POSTAL SERVICE	824.42	530424	
REXEL USA INC	379.58	530490	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	530514	
ODP BUSINESS SOLUTIONS, LLC	99.99	530535	
AMAZON CAPITAL SERVICES	166.59	530540	
			2,702.39*
COUNTY HUMAN RESOURCES			
PINNACLE MEDICAL MANAGEMENT CORP	135.00	530380	
UNITED STATES POSTAL SERVICE	11.18	530424	
BAPTIST PHYSICIAN NETWORK	96.00	530425	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
BRANDI DOYLE	945.90	530537	
BLUE TRITON BRANDS INC	140.44	530561	
			1,625.52*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	5.89	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	530514	
ODP BUSINESS SOLUTIONS, LLC	128.10	530535	
			766.99*
COUNTY CLERK			
CDW COMPUTER CENTERS, INC.	219.84	530397	
UNITED STATES POSTAL SERVICE	275.99	530424	
HAYLEE FOURNIER	2,230.00	530446	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	530514	
			3,952.83*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	500.00	530348	
UNITED STATES POSTAL SERVICE	28.00	530424	
JEFF R BRANICK	306.60	530440	
GRACE NICHOLS	450.00	530447	
JOSHUA C HEINZ	500.00	530456	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
ODP BUSINESS SOLUTIONS, LLC	50.32	530535	
			2,131.92*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	8.11	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
AMAZON CAPITAL SERVICES	53.21	530540	
			358.32*
COUNTY TREASURER			

NAME	AMOUNT	CHECK NO.276	TOTAL
UNITED STATES POSTAL SERVICE	159.45	530424	
			159.45*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	611.63	530517	
BOSWORTH PAPERS	433.05	530519	
			1,044.68*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.22	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			299.22*
GENERAL SERVICES			
THE LABICHE ARCHITECTURAL GROUP	400.00	530351	
CASH ADVANCE ACCOUNT	40.00	530373	
SPINDLETOP MHMR	38,220.33	530375	
INDUSTRIAL & COMMERCIAL MECHANICAL	664.00	530455	
SAM'S CLUB DIRECT	54.84	530457	
BOSWORTH PAPERS	4,966.25	530519	
CHARTER COMMUNICATIONS	236.78	530529	
CHARTER COMMUNICATIONS	896.35	530533	
3RD COAST LAWNCARE LLC	7,150.00	530548	
			52,628.55*
DATA PROCESSING			
PRO DATA COMPUTER SERVICES, INC.	710.00	530396	
VERIZON WIRELESS	125.98	530421	
INSIGHT PUBLIC SECTOR INC	24.87	530467	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
LINDENMEYR MUNROE	750.01	530517	
ODP BUSINESS SOLUTIONS, LLC	322.72	530535	
AMAZON CAPITAL SERVICES	24.99	530540	
			2,255.57*
VOTERS REGISTRATION DEPT			
ODP BUSINESS SOLUTIONS, LLC	509.24	530535	
			509.24*
ELECTIONS DEPARTMENT			
CASH ADVANCE ACCOUNT	818.50	530373	
DEPARTMENT OF INFORMATION RESOURCES	.05	530400	
UNITED STATES POSTAL SERVICE	.74	530424	
FREDRICK C CRIBBS II	450.92	530472	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			1,567.21*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	65.06	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	530514	
			1,589.06*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	396.80	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
SAMATA CONSULTING GROUP	1,625.00	530556	
			2,318.80*
CRIMINAL DISTRICT COURT			
THOMAS J. BURBANK PC	1,500.00	530354	
DONALD W. DUESLER & ASSOC.	1,817.07	530360	
UNITED STATES POSTAL SERVICE	.74	530424	
JOEL WEBB VAZQUEZ	800.00	530436	

NAME	AMOUNT	CHECK NO.[277]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530514	
GLORIA SUZANNE KEHOE	2,679.50	530553	
LAURA LAWHON AND ASSOCIATES	11,345.86	530554	
			18,737.17*
58TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			297.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			297.00*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.74	530424	
			.74*
172ND DISTRICT COURT			
MITCHELL TEMPLETON	35.00	530505	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			332.00*
252ND DISTRICT COURT			
THOMAS J. BURBANK PC	4,500.00	530354	
NATHAN REYNOLDS, JR.	1,600.00	530383	
UNITED STATES POSTAL SERVICE	22.20	530424	
JOEL WEBB VAZQUEZ	800.00	530436	
LAURIE PEROZZO	800.00	530449	
MATUSKA LAW FIRM	800.00	530466	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
THE LAW OFFICE OF CHRISTY L CAUTHEN	800.00	530544	
			9,619.20*
279TH DISTRICT COURT			
ANITA F. PROVO	1,100.00	530382	
UNITED STATES POSTAL SERVICE	79.18	530424	
JOEL WEBB VAZQUEZ	1,320.00	530436	
KIMBERLY PHELAN, P.C.	440.00	530439	
TONYA CONNELL TOUPS	220.00	530444	
BRITTANIE HOLMES	880.00	530458	
THOMSON REUTERS-WEST	63.00	530464	
TARA SHELANDER	1,500.00	530468	
THE PARDUE LAW FIRM, PLLC	110.00	530504	
JULIANNA NICKS	715.00	530547	
EVA COLETTE SHELANDER	1,210.00	530564	
			7,637.18*
317TH DISTRICT COURT			
A. MARK FAGGARD	325.00	530362	
MARVA PROVO	650.00	530381	
ANITA F. PROVO	650.00	530382	
UNITED STATES POSTAL SERVICE	.74	530424	
GLEN M. CROCKER	325.00	530427	
TONYA CONNELL TOUPS	700.00	530444	
MATUSKA LAW FIRM	325.00	530466	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			3,272.74*
JUSTICE COURT-PCT 1 PL 1			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	530361	
UNITED STATES POSTAL SERVICE	65.68	530424	

NAME	AMOUNT	CHECK NO.[278]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			433.68*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	28.12	530424	
			28.12*
JUSTICE COURT-PCT 4			
AT&T	55.09	530392	
DEPARTMENT OF INFORMATION RESOURCES	.09	530400	
			55.18*
JUSTICE COURT-PCT 6			
CASH ADVANCE ACCOUNT	713.80	530373	
UNITED STATES POSTAL SERVICE	22.20	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
DIRECTV, LLC	104.99	530525	
			1,137.99*
JUSTICE COURT-PCT 7			
CASH ADVANCE ACCOUNT	934.44	530373	
DEPARTMENT OF INFORMATION RESOURCES	.02	530400	
			934.46*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			297.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	3.70	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			300.70*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	350.00	530344	
JACK LAWRENCE	350.00	530347	
DONALD BOUDREAUX	350.00	530352	
CASH ADVANCE ACCOUNT	273.94	530373	
JOHN EUGENE MACEY	350.00	530377	
MARVA PROVO	600.00	530381	
NATHAN REYNOLDS, JR.	850.00	530383	
CDW COMPUTER CENTERS, INC.	76.57	530397	
UNITED STATES POSTAL SERVICE	5.18	530424	
LANGSTON ADAMS	425.00	530431	
LAURIE PEROZZO	350.00	530449	
WILLIAM MARCUS WILKERSON	775.00	530459	
MATUSKA LAW FIRM	350.00	530466	
JENNIFER DELAGE	425.00	530482	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
LAW OFFICE OF GILES R COLE & ASSOC	775.00	530520	
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	530544	
BLUE TRITON BRANDS INC	111.97	530560	
			7,064.66*
COUNTY COURT AT LAW NO. 3			
A. MARK FAGGARD	350.00	530362	
JOHN EUGENE MACEY	350.00	530377	
MARVA PROVO	1,275.00	530381	
NATHAN REYNOLDS, JR.	1,125.00	530383	
LAW OFFICE OF GILES R COLE & ASSOC	700.00	530520	
THE WALKER LAW FIRM	350.00	530523	
THE LAW OFFICE OF CHRISTY L CAUTHEN	400.00	530544	
			4,550.00*
COURT MASTER			

NAME	AMOUNT	CHECK NO.[279]	TOTAL
LAWRENCE E THORNE III	4,075.37	530451	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			4,372.37*
MEDIATION CENTER			
SOUTHEAST TEXAS WATER	99.35	530391	
			99.35*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	530514	
			1,188.00*
SHERIFF'S DEPARTMENT			
DELL MARKETING L.P.	19,791.92	530358	
KIRKSEY'S SPRINT PRINTING	24.95	530374	
DEPARTMENT OF INFORMATION RESOURCES	537.28	530400	
UNITED STATES POSTAL SERVICE	2,860.44	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	530514	
ODP BUSINESS SOLUTIONS, LLC	526.87	530535	
AMAZON CAPITAL SERVICES	13.49	530540	
			25,239.95*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	7,772.64	530349	
FED EX	32.74	530364	
FISHER SCIENTIFIC	983.34	530365	
THREADS	94.00	530422	
AIRGAS USA, LLC	372.02	530495	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			9,551.74*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	31,404.79	530356	
LOWE'S HOME CENTERS, INC.	188.20	530430	
CONSTELLATION NEWENERGY - GAS DIVIS	1,432.45	530462	
THOMSON REUTERS-WEST	3,869.21	530464	
GALLS LLC	201.08	530474	
TND WORKWEAR CO LLC	1,051.22	530484	
FERGUSON ENTERPRISES INC	9,360.16	530485	
CORRHEALTH PLLC	91,335.42	530491	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	530514	
AMAZON CAPITAL SERVICES	3,092.95	530540	
PTS OF AMERICA LLC	11,439.00	530558	
			155,828.48*
JUVENILE PROBATION DEPT.			
CASH ADVANCE ACCOUNT	626.98	530373	
SAM HOUSTON STATE UNIVERSITY	265.00	530385	
VERIZON WIRELESS	54.20	530421	
UNITED STATES POSTAL SERVICE	7.21	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	530514	
ODP BUSINESS SOLUTIONS, LLC	63.14	530535	
JACQUELINE JONES	64.40	530559	
			1,971.93*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	5,795.35	530356	
MOORE SERVICE CO., INC.	140.00	530378	
BEN E KEITH COMPANY	7,889.47	530435	
CENTERPOINT ENERGY RESOURCES CORP	456.08	530438	
ADVANTAGE INTERESTS INC	2,989.42	530488	

NAME	AMOUNT	CHECK NO.[280]	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			17,567.32*
CONSTABLE PCT 1			
VERIZON WIRELESS	265.15	530421	
UNITED STATES POSTAL SERVICE	66.85	530424	
HARRIS COUNTY TOLL ROAD AUTHORITY	29.83	530492	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			658.83*
CONSTABLE-PCT 2			
CASH ADVANCE ACCOUNT	1,845.37	530373	
VERIZON WIRELESS	113.97	530421	
			1,959.34*
CONSTABLE-PCT 4			
GT DISTRIBUTORS, INC.	218.80	530366	
AT&T	55.09	530392	
VERIZON WIRELESS	113.97	530421	
			387.86*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	530421	
UNITED STATES POSTAL SERVICE	3.99	530424	
THOMSON REUTERS-WEST	137.38	530464	
ODP BUSINESS SOLUTIONS, LLC	146.29	530535	
AMAZON CAPITAL SERVICES	120.10	530540	
			521.73*
CONSTABLE PCT. 7			
AT&T	47.58	530392	
VERIZON WIRELESS	113.97	530421	
			161.55*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	530421	
US POSTAL SERVICE	499.20	530428	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
ODP BUSINESS SOLUTIONS, LLC	302.80	530535	
			1,212.97*
COUNTY MORGUE			
FORENSIC MEDICAL	79,800.00	530497	
			79,800.00*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	4.49	530424	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	530514	
ODP BUSINESS SOLUTIONS, LLC	21.96	530535	
AMAZON CAPITAL SERVICES	62.78	530540	
REBECCA CARPENTER	40.00	530542	
			762.23*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	900.00	530357	
UNITED STATES POSTAL SERVICE	142.93	530424	
PROCTOR'S MORTUARY INC	900.00	530450	
THOMSON REUTERS-WEST	161.90	530464	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530514	
EZEA D EDE MD	3,490.91	530515	
			6,189.74*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO.[281]	TOTAL
NSO - NURSES SERVICE ORGANIZATION	127.00	530341	
BROUSSARD'S MORTUARY	900.00	530353	
ENTERGY	62.65	530369	
THOMSON REUTERS-WEST	161.89	530464	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530514	
EZEA D EDE MD	3,490.91	530515	
			5,336.45*
NURSE PRACTITIONER			
SERVET MUHITTIN SATIR	1,000.00	530521	
TRACY TANTILLO	127.00	530543	
			1,127.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			297.00*
INDIGENT MEDICAL SERVICES			
TEELS MAIN & SUPPLY CO.	580.40	530393	
VERIZON WIRELESS	78.21	530421	
DUVALL'S RV LLC	283.09	530489	
CORLISS R RANDLE	1,200.00	530498	
OUTCOMES OPERATING INC	278.00	530546	
THUY LE	600.00	530551	
			3,019.70*
MAINTENANCE-BEAUMONT			
ACE IMAGEWEAR	250.14	530388	
AT&T	119.64	530392	
DEPARTMENT OF INFORMATION RESOURCES	1.34	530400	
AT&T CORP	11,747.31	530518	
CHARTER COMMUNICATIONS	237.87	530531	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	140.21	530538	
			12,496.51*
MAINTENANCE-PORT ARTHUR			
DRAGO HARDWARE CO.	14.80	530359	
RITTER @ HOME	2,411.72	530384	
SHERWIN-WILLIAMS	85.77	530389	
SOLAR	30.71	530426	
TEXAS GAS SERVICE	623.06	530433	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	559.49	530473	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
CHARTER COMMUNICATIONS	514.64	530530	
PARKER'S BUILDING SUPPLY	75.38	530539	
			4,612.57*
MAINTENANCE-MID COUNTY			
SOUTHERN TIRE MART, LLC	95.00	530395	
CENTERPOINT ENERGY RESOURCES CORP	133.24	530438	
TEXAS SUSPENSION INC.	730.00	530494	
			958.24*
SERVICE CENTER			
ACTION AUTO GLASS	903.65	530345	
CINTAS, INC.	102.41	530355	
J.K. CHEVROLET CO.	1,040.14	530371	
PHILPOTT MOTORS, INC.	301.83	530379	
JEFFERSON CTY. TAX OFFICE	7.50	530403	
JEFFERSON CTY. TAX OFFICE	7.50	530404	
JEFFERSON CTY. TAX OFFICE	7.50	530405	
JEFFERSON CTY. TAX OFFICE	7.50	530406	
JEFFERSON CTY. TAX OFFICE	7.50	530407	
JEFFERSON CTY. TAX OFFICE	7.50	530408	
JEFFERSON CTY. TAX OFFICE	7.50	530409	
JEFFERSON CTY. TAX OFFICE	16.75	530410	
JEFFERSON CTY. TAX OFFICE	7.50	530411	

NAME	AMOUNT	CHECK NO.[282]	TOTAL
JEFFERSON CTY. TAX OFFICE	16.75	530412	
JEFFERSON CTY. TAX OFFICE	7.50	530413	
JEFFERSON CTY. TAX OFFICE	7.50	530414	
JEFFERSON CTY. TAX OFFICE	7.50	530415	
JEFFERSON CTY. TAX OFFICE	7.50	530416	
JEFFERSON CTY. TAX OFFICE	7.50	530417	
JEFFERSON CTY. TAX OFFICE	7.50	530418	
JEFFERSON CTY. TAX OFFICE	7.50	530419	
JEFFERSON CTY. TAX OFFICE	7.50	530420	
MIGHTY OF SOUTHEAST TEXAS	1,232.43	530453	
ADVANCE AUTO PARTS	174.19	530461	
1800RADIATOR & AC	117.00	530471	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	530475	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	530476	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	530477	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	530478	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	530479	
MIDNIGHT AUTO	149.95	530483	
ODP BUSINESS SOLUTIONS, LLC	216.17	530535	
			4,428.77*
VETERANS SERVICE			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
ODP BUSINESS SOLUTIONS, LLC	102.29	530535	
BLUE TRITON BRANDS INC	29.97	530562	
			429.26*
			469,505.76**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	483.46	530372	
SANITARY SUPPLY, INC.	118.53	530386	
ACE IMAGEWEAR	76.70	530388	
CENTERPOINT ENERGY RESOURCES CORP	56.19	530438	
O'REILLY AUTO PARTS	164.45	530493	
			899.33**
BREATH ALCOHOL TESTING			
ALCOHOL TESTING ALLIANCE	250.00	530432	
			250.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	80.00	530503	
ROXANNE RENEE EVANS	100.00	530565	
			180.00**
SECURITY FEE FUND			
SECURE TECH SYSTEMS, INC	22,139.75	530434	
			22,139.75**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	2,849.48	530464	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			3,146.48**
CWPP /GAF ERIC PREV			
H2O PARTNERS	6,630.00	530545	
			6,630.00**
EMPG GRANT			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	530514	
			825.00**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	71.16	530421	
			71.16**
GRANT A STATE AID			

NAME	AMOUNT	CHECK NO.[283]	TOTAL
YOUTH ADVOCATE PROGRAMS INC	6,886.60	530443	
RITE OF PASSAGE	8,450.00	530502	
			15,336.60**
COMMUNITY SUPERVISION FND			
DEPARTMENT OF INFORMATION RESOURCES	.01	530400	
UNITED STATES POSTAL SERVICE	43.95	530424	
JCCSC	776.00	530452	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			1,116.96**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			297.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
			297.00**
SHERIFF'S TRAINING GRANT			
EAN SERVICES LLC	850.74	530469	
			850.74**
LAW OFFICER TRAINING GRT			
ODP BUSINESS SOLUTIONS, LLC	531.47	530535	
			531.47**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	151.96	530421	
			151.96**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	1,636.75	530368	
DEPARTMENT OF INFORMATION RESOURCES	1.03	530400	
LA RUE ROUGEAU	144.20	530442	
COUNTY HOME AND RANCH LP	579.99	530454	
CINTAS CORPORATION	283.26	530481	
FERGUSON ENTERPRISES INC	624.15	530485	
AT&T CORP	265.00	530518	
CHARTER COMMUNICATIONS	130.63	530527	
CUSTOM WATER INC	4,633.60	530557	
			8,298.61**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	530514	
			594.00**
CAPITAL PROJECTS FUND			
THE LABICHE ARCHITECTURAL GROUP	700.00	530351	
			700.00**
AIRPORT FUND			
FED EX	68.45	530363	
W.W. GRAINGER, INC.	442.71	530367	
VERIZON WIRELESS	37.99	530421	
UNITED STATES POSTAL SERVICE	.74	530424	
CENTERPOINT ENERGY RESOURCES CORP	172.23	530438	
MID COUNTY PLUMBING	300.00	530441	
CRAWFORD ELECTRIC SUPPLY COMPANY	6,650.03	530460	
TITAN AVIATION FUELS	59,332.29	530496	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530508	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530511	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	530514	
ODP BUSINESS SOLUTIONS, LLC	181.87	530535	
MCGRIFF INSURANCE SERVICES, INC	13,344.00	530536	
			80,827.31**
SE TX EMP. BENEFIT POOL			

NAME	AMOUNT	CHECK NO.[284]	TOTAL
UNITED HEALTHCARE SERVICES INC	163,716.96	530501	
LIVINITI LLC	224,147.64	530552	
LANTERN SPECIALTY CARE	3.18	530555	
			387,867.78**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	37.99	530421	
			37.99**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	600.00	530541	
			600.00**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	13,368.75	530516	
			13,368.75**
ELECTION SECURITY GRANT			
STEEPMEADOW SOLUTIONS, LLC	2,583.82	530526	
			2,583.82**
GLO DISASTER RECOVERY			
FREESE AND NICHOLS, INC	7,325.45	530524	
			7,325.45**
GUARDIANSHIP FEE			
CATHERINE BRUNEY	300.00	530370	
			300.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	113.97	530421	
			113.97**
MARINE DIVISION			
RITTER @ HOME	97.99	530384	
TRI-CON, INC.	12,872.85	530394	
VECTOR SECURITY	54.52	530486	
			13,025.36**
SHERIFF - COMMISSARY			
THOMSON REUTERS-WEST	8.52	530464	
OCV LLC	20,000.00	530549	
			20,008.52**
			1,131,812.25***

memo

Jefferson County Sheriff Office

To: Rebekah S. Patin

From: Donta Miller

CC: John Shauberger

Date: 7/23/2025

Re: Budget transfer request (Law Enforcement)

Please make a budget transfer to move $14,500 from 120-3059-421.50-77 Contractual Services to 120-3059-421.60-14 Building and Structures. To cover the price of refurbishing the CID interview room.

Thanks,

Chief Donta Miller

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 29th day of July, 2025, on motion made by Michael S. Sinegal Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Proclamation was adopted:

PIONEERING WOMEN

WHEREAS, Pioneering Women is a grassroots organization founded to enhance the lives of women, and its mission is to motivate, educate, activate and uplift women for the betterment of humanity; and

WHEREAS, the Pioneering Women celebrate the ratification of the 19th Amendment to the U.S. Constitution, which guarantees women the right to vote. Achieving this milestone required a lengthy and difficult struggle, and the victory took decades of agitation and protest; and

WHEREAS, this milestone is something many of us take for granted today with our busy schedules, Pioneering Women is dedicated to honoring the legacy of those past pioneers and spotlighting the contributions of present-day pioneers in our community; and

WHEREAS, the "Women Who Razzle & Dazzle" Honoree Luncheon will celebrate six (6) extraordinary women for their dedication and contributions to their professions and our communities including: Naomi Showers Doyle, Michelle Brewer, Alicia Doss, Sheree Pierce, Yvette Borrero and Dr. Gwendolyn Lavalais; and

WHEREAS, Pioneering Women financially supports many nonprofit organizations in the community, provides textbooks to students of higher learning, pays for GED testing for second-chance students seeking high school equivalency, and supports Women in Crisis and senior homebound patients;

THEREFORE, NOW BE IT RESOLVED by the Commissioners Court of Jefferson County, Texas, that in honor and recognition of the 2025 Pioneering Women Honorees, do hereby declare August 7, 2025, as Pioneering Women "Women Who Razzle & Dazzle" Day.

Signed this 29th day of July, 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

July 19, 2025

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of June 30, 2025, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.347%. The 90 day Treasury discount rate on June 30, 2025 was 4.24% and the interest on your checking accounts for the month of June was 4.00

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 July 29, 2025, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for June, 2025,
including the year to date total earnings on County funds.

JEFFERSON COUNTY
MONTH END JUNE 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	4.215%		NONE			TX-01-0485-4001	TEXAS CLASS	$20,000,000.00			$206,536.40	$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	906	1095	3130B4DJ7	NATIONAL ALLIANCE	$4,994,950.00	$99.8990	$4,520.83	$116,250.00	$4,999,470.83
FNMA 4.55%	13-Jan-25	$5,000,000.00	$5,000,000.00	100	4.550%	13-Jan-28	13-Jan-26	927	1095	3136GA5M7	NATIONAL ALLIANCE	$4,999,000.00	$99.9800	$105,534.72	$0.00	$5,104,534.72
FHLB 4.50%	15-Jan-25	$5,000,000.00	$5,000,000.00	100	4.500%	15-Jan-27	15-Jan-26	564	730	3130B4MH1	NATIONAL ALLIANCE	$4,994,250.00	$99.8850	$103,125.00	$0.00	$5,097,375.00
FNMA 4.50%	18-Feb-25	$5,500,000.00	$5,500,000.00	100	4.500%	18-Feb-28	18-Feb-26	963	1095	3136GAAH2	NATIONAL ALLIANCE	$5,495,325.00	$99.9150	$90,750.00	$0.00	$5,586,075.00
FHLB 4.35%	03-Mar-25	$5,000,000.00	$5,000,000.00	100	4.350%	03-Mar-28	03-Mar-26	977	1096	3130B5FB9	NATIONAL ALLIANCE	$4,986,150.00	$99.7230	$70,687.50	$0.00	$5,056,837.50
FNMA 4.11%	27-Mar-25	$5,300,000.00	$5,300,000.00	100	4.110%	24-Mar-28	24-Mar-27	998	1093	3136GADG1	NATIONAL ALLIANCE	$5,307,738.00	$100.1460	$56,272.75	$0.00	$5,364,010.75
FFCB 4.30% (NEW)	30-Jun-25	$5,000,000.00	$5,000,000.00	100	4.300%	30-Jun-28	30-Jun-26	1096	1096	3133ETMX2	NATIONAL ALLIANCE	$4,996,500.00	$99.9300	$0.00	$0.00	$4,996,500.00
FAMCA 5.02%	23-Jul-24	$3,000,000.00	$3,000,000.00	100	5.020%	23-Jul-27	23-Jul-25	753	1095	31424WLR1	NATIONAL ALLIANCE	$2,997,960.00	$99.9320	$65,678.33	$75,300.00	$3,063,638.33
FHLB 4.25%	22-May-25	$4,105,000.00	$4,105,000.00	100	4.250%	22-Nov-27	22-May-26	875	914	3130B6JZ0	NATIONAL ALLIANCE	$4,106,888.30	$100.0460	$18,415.49	$0.00	$4,125,303.79
FHLB 4.00%	25-Sep-24	$5,000,000.00	$5,001,111.11	100	4.000%	10-Sep-27	10-Sep-25	802	1080	3130B2UF0	NATIONAL ALLIANCE	$4,982,350.00	$99.6470	$61,111.11	$92,777.78	$5,043,461.11
FHLB 4.25%	25-Oct-24	$1,700,000.00	$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	844	1092	3130B3G72	NATIONAL ALLIANCE	$1,695,138.00	$99.7140	$13,647.22	$35,723.61	$1,708,785.22
FHLB 4.20%	25-Oct-24	$3,300,000.00	$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	844	1092	3130B3FG3	NATIONAL ALLIANCE	$3,288,747.00	$99.6590	$26,180.00	$68,145.00	$3,314,927.00
FAMCA 4.50%	04-Nov-24	$5,000,000.00	$5,000,000.00	100	4.500%	04-Nov-27	04-Nov-25	857	1095	31424WQQ8	NATIONAL ALLIANCE	$4,990,850.00	$99.8170	$35,000.00	$112,500.00	$5,025,850.00

		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	$206,536.40	
CDs and Securities		$57,905,000.00	$57,906,111.11		4.347%	3.692%			659	DAYS		$57,835,846.30		650,922.95	$500,696.39	
TOTALS ALL ACCTS:		$77,905,000.00	$77,906,111.11									$77,835,846.30		650,922.95	$707,232.79	$78,486,769.25

PLEDGE COLLATERAL REPORT WELLS FARGO
ALL COUNTY FUNDS
AS OF JUNE 30, 2025

MARKET VALUE OF PLEDGE SECURITIES	$250,000,000.00
BALANCE IN ALL ACCOUNTS:	$174,216,698.25
OVER OR (UNDER) AMOUNT:	$75,783,301.75
	143.50%

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

JUNE 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	4.215%		01-Jul-25				$69,418.55	
FHLB 4.65%	23-Dec-24	$5,000,000.00	$5,000,000.00	100	4.650%	23-Dec-27	23-Jun-25	1095	3130B4DJ7	NATIONAL ALLIANCE	$116,250.00	COUPON
CHECKING INTEREST												$185,668.55
POOLED CASH ACCT		JUNE INTEREST			4.00%			30	1004221717	STELLAR BANK	$434,466.86	
OTHER COUNTY ACCTS		JUNE INTEREST			4.00%			30		STELLAR BANK	$35,925.63	
TAX LICENSE ACCT		JUNE INTEREST			4.00%			30	1004224083	STELLAR BANK	$1,999.77	
TOTAL		**$25,000,000.00**	**$25,000,000.00**									$472,392.26
											$658,060.81	**$658,060.81**

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	4.250%	$848,485.86	3.950%		
JUNE	4.240%	$658,060.81	4.000%		
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		**$6,846,905.29**		**$0.00**	**$6,846,905.29**

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permitee must complete, in quintruplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
b. If applicant is a pipeline carrier, whether:
    1. It is a common carrier; and
    2. It serves a public purpose; and
    3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.

c. Base The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".

d. Surface

1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.

3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permitee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinue for more than 5 working days.

Line Markers

All lines crossing pubic roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be $5,000.00 per crossing and $50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be $100.00 per road crossing and $150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

Permit No. _____
Precinct No._____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of _____ , location of which is fully described as follows: Along Diamond D Lane

_____ pages of drawings attached.

Construction will begin on or after _____2 0____

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date.

Company_____

By _____

Title _____

Address_____

Telephone _____

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ $100.00 _____ $_____

_____ miles parallel @ $150.O0/mile or fraction _____ $ _____

TOTAL_____ $_____

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be $5,000.00 per crossing and $50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is $ N/A

County Engineer

07/29/25

Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be $ N/A.
Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

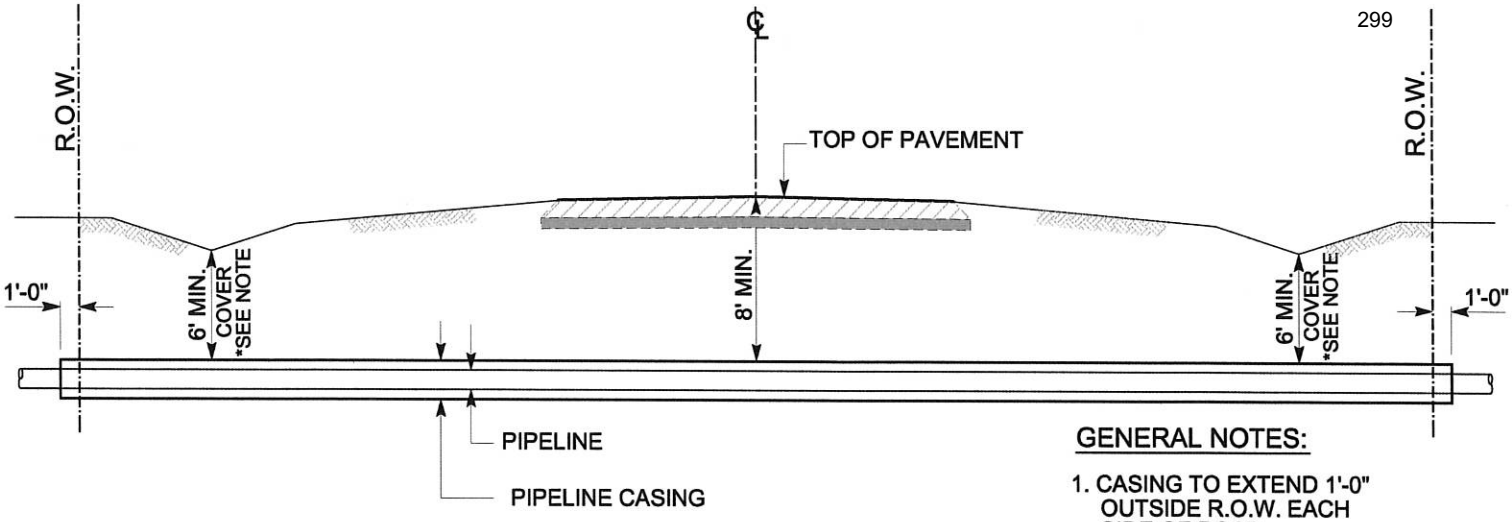
By _____
County Judge

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

ATTEST _____

DATE 7/29/2025

REV 2020

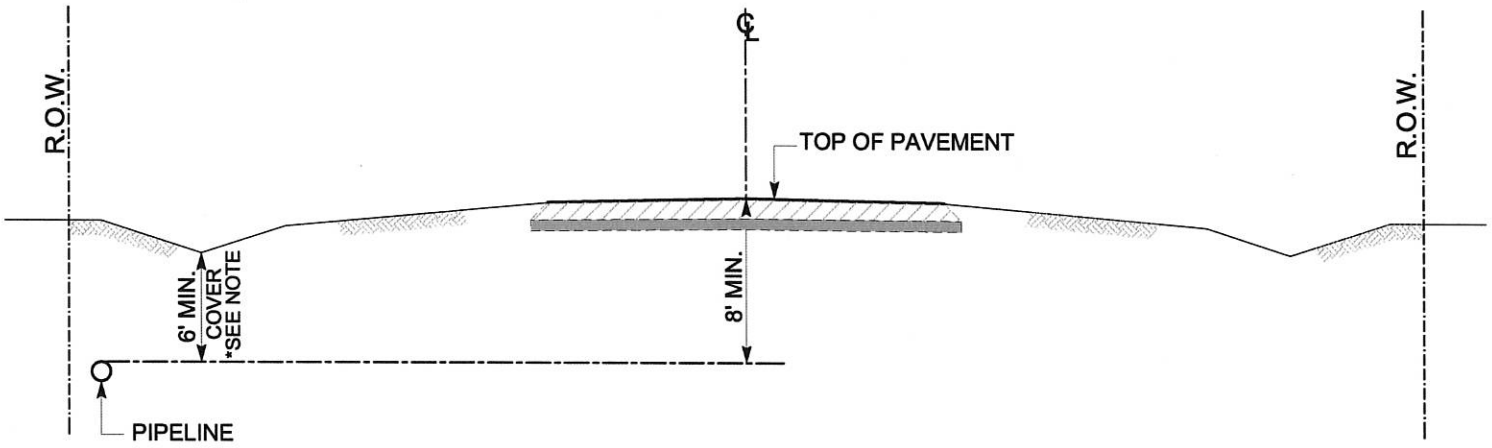


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S

JEFFERSON COUNTY ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.		SHEET NO. 1 OF 1
CHECKED:	S.S.	REVISED: 01/15/2020	

NOTICE OF PROPOSED UTILITY LINE INSTALLATION ON JEFFERSON COUNTY, TEXAS RIGHTS OF WAYS (A059ADS-BYERS-2055 DIAMOND D LN)

Date Wednesday, July 9, 2025

To: Jefferson County, Texas
C/O: Ernest Clement, Engineering Specialist
Engineering Dept.
1149 Pearl Street, 5th floor
Jefferson County Courthouse
Beaumont, TX 77701
Office: (409) 835-8584
Via Email: ernest.clement@jeffcotx.us

This letter is to provide notice of proposed work for providing public utility of data communications in the rights of ways of affected streets in the County's jurisdiction. Please see the plan set attachment for consideration of no objection to proposed work included with this request. Notice is hereby given that AT&T Communications "Company" is proposing work that affects rights of ways of the following streets that can be described as follows:

Directional bore @72" to place a total of 591' of buried fiber optic cable in HDPE innerduct conduit at coordinates 30.054358, -94.283462.

The location and description of proposed work and appurtenances is more fully shown by drawings attached to this notice. Note applicant's exemption from providing engineer's seal to proposed drawings & other documents for projects below cost threshold per Texas Board of Professional Engineers and Land Surveyors
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
and concerning telecommunication purposes outlined in Occupations Code Title 6.
https://statutes.capitol.texas.gov/docs/oc/htm/oc.1001.htm

The line will be constructed and maintained on the street right-of-way as shown on the attached drawings and as directed by the County in accordance with governing laws.

Company acknowledges proper traffic control measures complying with applicable portions of the Texas manual of uniform traffic control devices required for adoption by the "Uniform act regulating traffic on highways" V.A.C.S. ART. 6701D). All work can be performed without interrupting the flow of traffic. If diverting traffic becomes necessary, TCP (1-4)-18 traffic control plan lane closures on multi-lane roads has been included.
https://ftp.dot.state.tx.us/pub/txdot-info/cmd/cserve/standard/traffic/tcp1-4.pdf

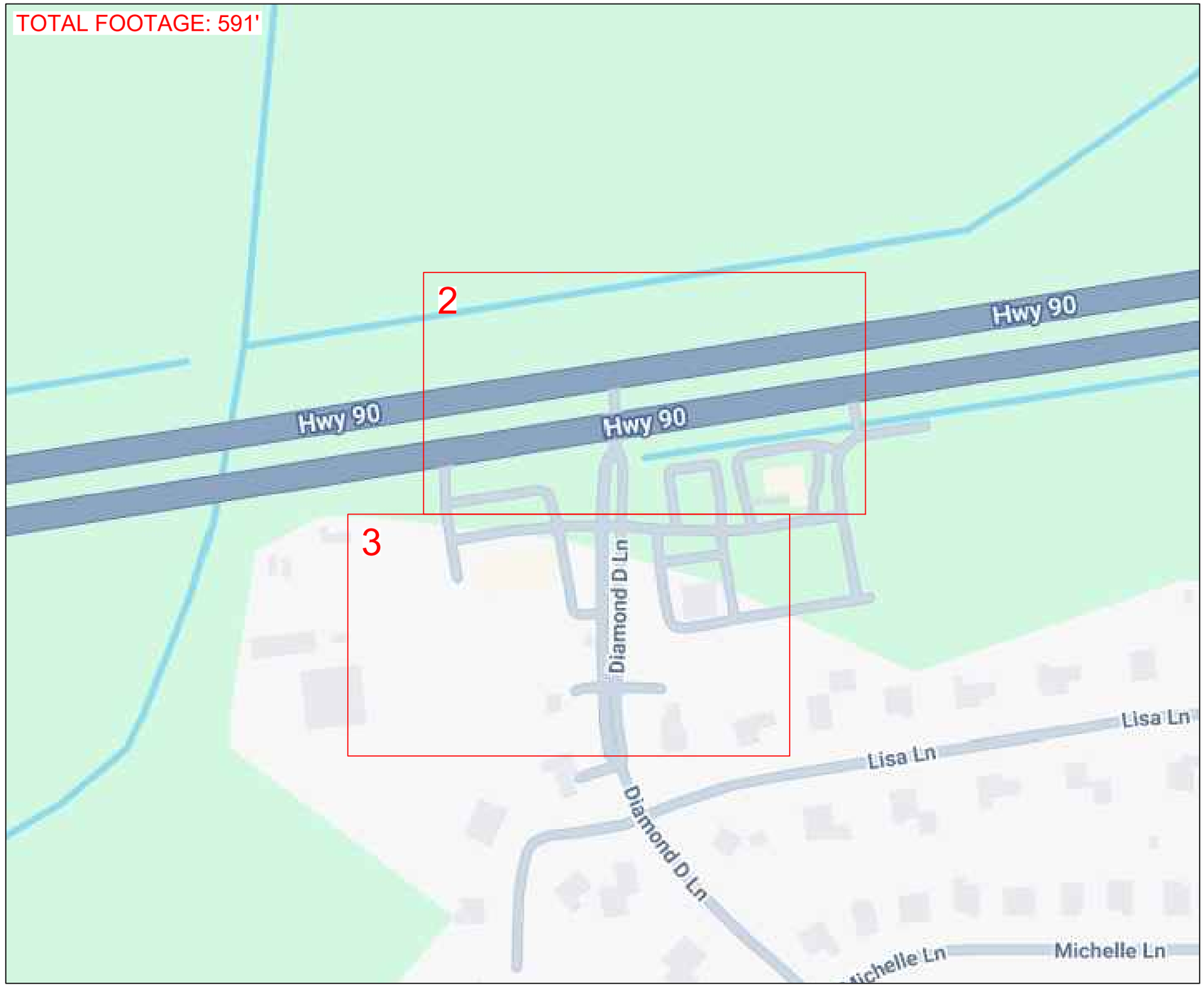
Proposed construction is requested to begin on or after Monday, 08/11/2025 or as soon as possible.

Firm: AT&T Communications Inc. C/O: Byers Engineering
Requestor: Byers Engineering for AT&T Communications Inc.
By: Samuel Cowen, Byers Engineering: Permit Supervisor

AT&T Communications Inc.
208 South Akard Rm 1820, Dallas, TX 75202-4206
(800) 246-8464 / (281) 374-3725 / HOUENG@ATT.COM

Byers Engineering
13430 NW Freeway Ste 250 Houston TX 77040-6020
(713) 574-2142 / FTH_PERMITS@BYERS.COM

COVER SHEET



AT&T INSTALLATION
2055 DIAMOND D LN
BEAUMONT, TX 77713
JEFFERSON COUNTY
SECTIONS:

HOMEOWNERS, RESIDENTS, AND HOAs ARE TO BE NOTIFIED AT LEAST 3 DAY IN ADVANCE PRIOR TO CONSTRUCTION

REV:	00	REVDATE:	7.8.2025
PROJECT DESIGNATED ADDRESS: **2055 DIAMOND D LN BEAUMONT, TX 77713**			**A059ADS** NOT TO SCALE

DRAWING NAME: **A059ADS-BYERS-2055 DIAMOND D LN**

ENGINEER ID:	BS8038	BYERS ENGINEER:	JUAN ZAMORA

BYERS ENGINEERING COMPANY

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold.
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
and per Occupations Code Title 6.
https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm
for telecom purposes.

13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	1	OF:	3

CONSTRUCTION SPECIFICATIONS

1. NO MORE TRENCH OPENED AT ONE TIME THAN CAN BE BACKFILLED AND COMPACTED IN 10" LIFTS AT END OF EACH WORK DAY. (NO TRENCH LEFT OPEN OVERNIGHT).
2. ALL EXCESS EXCAVATION TO BE REMOVED FROM ROAD RIGHT-OF-WAY AT THE END OF EACH WORK DAY.
3. OPEN DITCHES TO BE OPENED AT THE END OF EACH DAY TO ASSURE ADEQUATE DRAINAGE.
4. ROAD MUST BE KEPT OPEN TO TRAFFIC AND CONTRACTOR MUST PROVIDE ADEQUATE FLAGMEN, SIGNS, SIGNALS, ETC. TO PROVIDE COMPLETE SAFETY TO THE PUBLIC.
5. IF IT BECOMES NECESSARY FOR EQUIPMENT TO OPERATE ON A PORTION OF THE PAVEMENT, PRECAUTIONS SHOULD BE TAKEN TO PREVENT ANY DAMAGE WHATSOEVER TO THE PAVEMENT.
6. CONDITION OF ROADUPON COMPLETION OF JOB SHALL BE AS GOOD OR BETTER THAN PRIOR TO STARTING.
7. MIN DEPTH TO TOP OF CABLE OR CONDUIT IS TO BE 96" BELOW CROWN OF ROAD AND 72" BELOW ANY ROADSIDE OPEN DITCH.

LEGEND

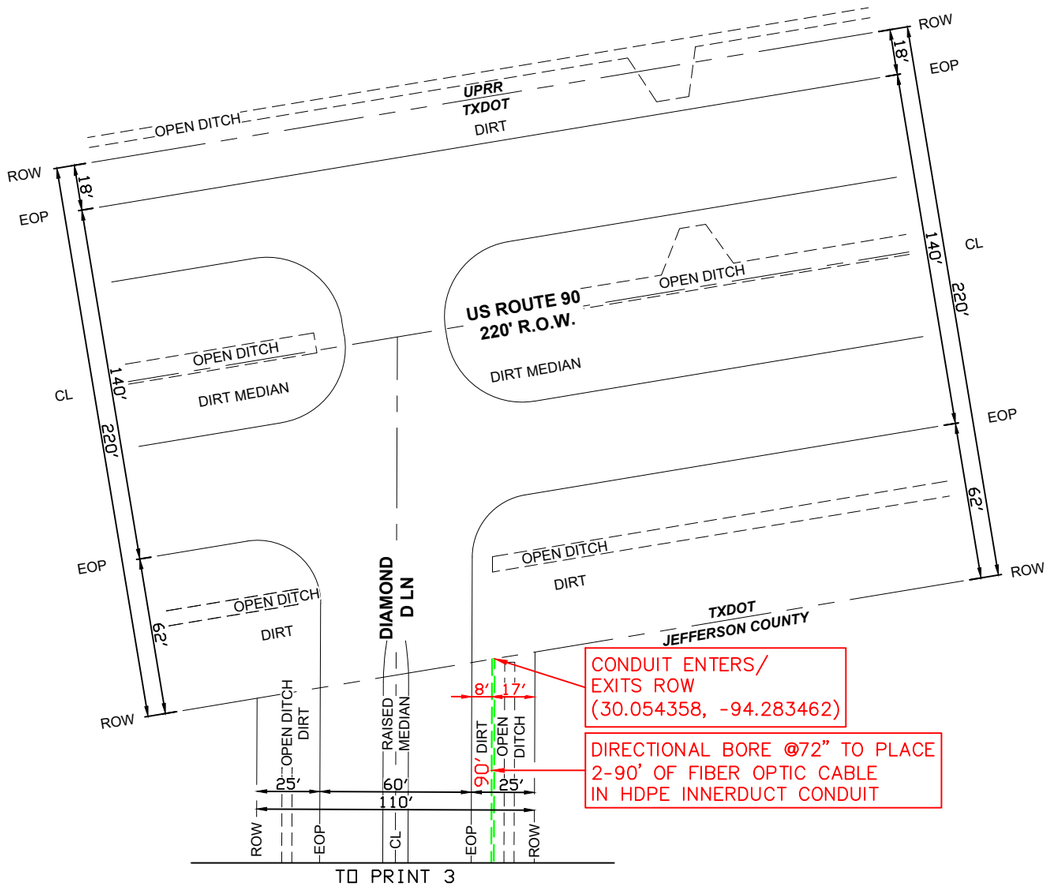
PROPOSED AT&T BURIED PLACEMENT

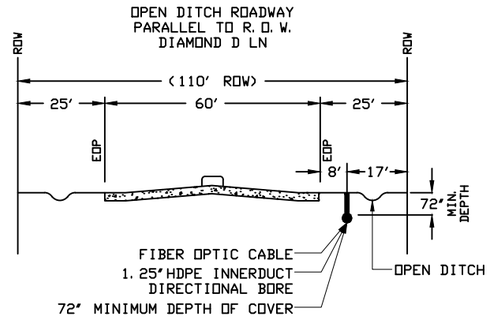
RIGHT-OF-WAY

EOP

CENTERLINE

OPEN DITCH





BEFORE YOU DIG!
2 DAYS PRIOR
CALL 811

Texas 811
Know what's below. Call before you dig.

DEPTH OF COVER NOTE:
- -WHEN PLACING PARALLEL/ALONG ANY ROAD, ENSURE 72" DEPTH OF COVER.
- -WHILE CROSSING ANY ROAD OR PAVED SURFACE, DEPTH OF COVER SHALL BE 96"
- -FOR DITCHES, DEPTH OF COVER MUST BE 72" AS MEASURED FROM MAX DEPTH FLOW LINE.

UTILITY CROSSING NOTE:
ALL FACILITY UTILITY CROSSINGS ARE SHOWN AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE AND SHALL BE INSTALLED AT APPROXIMATELY 90 DEGREES TO THE CENTERLINE IN ACCORDANCE WITH TEXAS ADMINISTRATIVE CODE CHAPTER 21 (RIGHT OF WAY), SUBCHAPTER C (UTILITY ACCOMMODATION) RULE 21.37 (DESIGN)

ADDITIONAL TRAFFIC NOTES:
CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN CONFORMANCE WITH PART VI OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD - LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION. NO LANES SHALL BE BLOCKED DURING CONSTRUCTION.

NOTE:
ALL CONSTRUCTION CAN BE COMPLETED IN THE ROW WITHOUT INTERRUPTING THE FLOW OF TRAFFIC.
EXPOSE ALL UTILITIES IN AREA BEFORE CROSSING.

CONSTRUCTION DRAWING

N

REV:	00	REVDATE:	7.8.2025

PROJECT DESIGNATED ADDRESS:
2055 DIAMOND D LN
BEAUMONT, TX 77713

A059ADS
1":60'

DRAWING NAME:
A059ADS-BYERS-2055 DIAMOND D LN

ENGINEER ID:	BS8038	BYERS ENGINEER:	JUAN ZAMORA

BYERS ENGINEERING COMPANY

Note: applicant's exemption from providing an engineer's seal to proposed plans, drawings & other documents per Texas Board of Professional Engineers and Land Surveyors exemptions for cost below threshold.
https://pels.texas.gov/downloads/TBPELSDiagrammatic.pdf
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https://statutes.capitol.texas.gov/docs/OC/htm/OC.1001.htm
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13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	2	OF:	3

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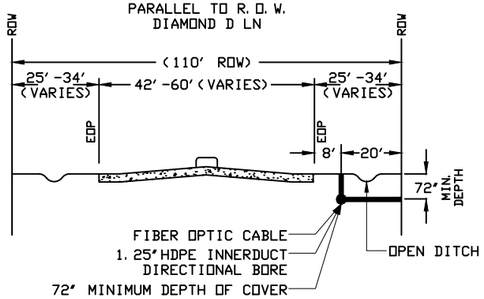
RIGHT-OF-WAY

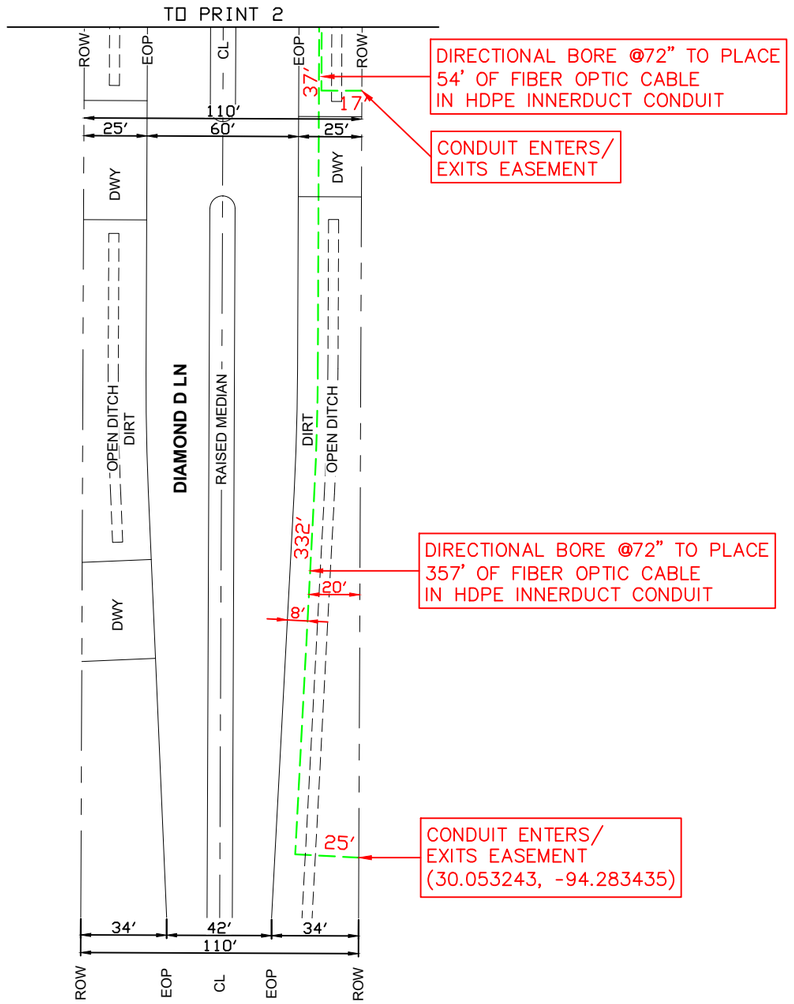
EOP

CENTERLINE

OPEN DITCH

OPEN DITCH ROADWAY PARALLEL TO R.O.W. DIAMOND D LN





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PROJECT DESIGNATED ADDRESS:
2055 DIAMOND D LN
BEAUMONT, TX 77713

A059ADS
1":60'

DRAWING NAME:
A059ADS-BYERS-2055 DIAMOND D LN

ENGINEER ID:	BS8038	BYERS ENGINEER:	JUAN ZAMORA

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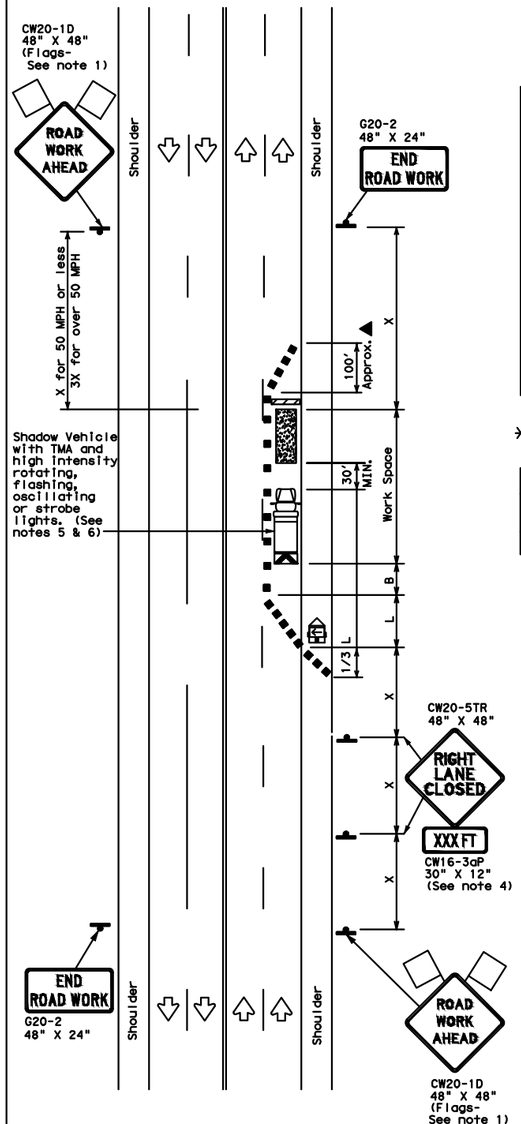
13430 NW FWY, SUITE 250, HOUSTON, TX 77040-6020 (713) 574-2742

DRAWN BY:	GARDHIL A. CAYBIN	PRINT:	3	OF:	3



LEGEND			
	Type 3 Barricade		Channelizing Devices
	Heavy Work Vehicle		Truck Mounted Attenuator (TMA)
	Trailer Mounted Flashing Arrow Board	M	Portable Changeable Message Sign (PCMS)
	Sign		Traffic Flow
	Flag		Flagger

Posted Speed *	Formula	Minimum Desirable Taper Lengths ** 10' Offset	11' Offset	12' Offset	Suggested Maximum Spacing of Channelizing Devices On a Taper	On a Tangent	Minimum Sign Spacing "X" Distance	Suggested Longitudinal Buffer Space "B"
30	$L=\frac{WS^2}{60}$	150′	165′	180′	30′	60′	120′	90′
35		205′	225′	245′	35′	70′	160′	120′
40		265′	295′	320′	40′	80′	240′	155′
45	L=WS	450′	495′	540′	45′	90′	320′	195′
50		500′	550′	600′	50′	100′	400′	240′
55		550′	605′	660′	55′	110′	500′	295′
60		600′	660′	720′	60′	120′	600′	350′
65		650′	715′	780′	65′	130′	700′	410′
70		700′	770′	840′	70′	140′	800′	475′
75		750′	825′	900′	75′	150′	900′	540′

* Conventional Roads Only

** Taper lengths have been rounded off.
L=Length of Taper(FT) W=Width of Offset(FT) S=Posted Speed(MPH)

TYPICAL USAGE				
MOBILE	SHORT DURATION	SHORT TERM STATIONARY	INTERMEDIATE TERM STATIONARY	LONG TERM STATIONARY
		✓	✓	

GENERAL NOTES

1. Flags attached to signs where shown, are REQUIRED.
2. All traffic control devices illustrated are REQUIRED, except those denoted with the triangle symbol may be omitted when stated elsewhere in the plans, or for routine maintenance work, when approved by the Engineer.
3. The downstream taper is optional. When used, it should be 100 feet minimum length per lane.
4. For short term applications, when post mounted signs are not used, the distance legend may be shown on the sign face rather than on a CW16-3aP supplemental plaque.
5. A Shadow Vehicle with a TMA should be used anytime it can be positioned 30 to 100 feet in advance of the area of crew exposure without adversely affecting the performance or quality of the work. If workers are no longer present but road or work conditions require the traffic control to remain in place, Type 3 Barricades or other channelizing devices may be substituted for the Shadow Vehicle and TMA.
6. Additional Shadow Vehicles with TMAs may be positioned in each closed lane, on the shoulder or off the paved surface, next to those shown in order to protect a wider work space.

TCP (2-4a)

7. If this TCP is used for a left lane closure, CW20-5TL "LEFT LANE CLOSED"signs shall be used and channelizing devices shall be placed on the centerline to protect the work space from opposing traffic with the arrow board placed in the closed lane near the end of the merging taper.

TCP (2-4a)

ONE LANE CLOSED

SHEET 1 OF 2

Texas Department of Transportation | Traffic Operations Division Standard

TRAFFIC CONTROL PLAN
LANE CLOSURES ON MULTILANE
CONVENTIONAL ROADS
TCP(2-4)-18

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: Mr. Ernest Clement, Engineering

FROM: Commissioner Everette Alfred

DATE: April 10, 2025

RE: ExxonMobil Low Carbon Logistics Pipeline Project

Please see the attached assessment of Lawhon Road damages from the ExxonMobil Low Carbon Logistics Pipeline Project. Thank you.

EA/nr

THIS CHECK IS VOID IF BLUE COLORED BACKGROUND IS ABSENT

62-20/311

PAYABLE THROUGH CITIBANK, ONE PENN'S WAY, NEW CASTLE, DE 19720

ExxonMobil
Pipeline Company LLC

22777 SPRINGWOODS VILLAGE PKWY
SPRING, TEXAS 77389-1425

FILE # ROSE-JE 049, 920

R.O.W. Nº 002897

306

PAYEE'S TAX ID OR SS NUMBER 74-6000291

DATE July 18, 2025

PAY TO Jefferson County, Texas, 1149 Pearl Street 7th Floor, Beaumont, TX 77701 $ 155,886.80

One Hundred Fifty-five Thousand Eight Hundred Eighty-six & 80/100 DOLLARS

VOID AFTER 90 DAYS

FOR 409-835-8441

Full and complete settlement and satisfaction for repair to Lawhon Road from pipeli construction and drilling activities. Road is located in the TENOO RR Survey A-266 Jefferson County, Texas

G/L ACCT OR A/R CUST#	AMOUNT	TX CD	COST CENTER	WBS ELEMENT	NEW CO CC
4330-1000	$77,943.40			8013 9149 0010	552
4330-1000	$77,943.40			8013 9878 0010	552

Kelli McMahon

David W. Sinclair SIGNATUR

⑈002897⑈ ⑆031100209⑆ 38737761⑈

03-OW-24

Lawhon Road

Exxon Mobil Low Carbon Logistics

4652x22=11,371sy

The road assessment of Lawhon Road roadway that needs to be repairs due to the Exxon Mobil Low Carbon Pipeline project. The total cost for the repairs to the section of the roadway include Labor, Materials, Equipment and Fuel Cost, Rental. Are as follows:

10 Hrs Bomag $1,000.00

10 Hrs Motor Grader $1,000.00

3 Hrs Water Trk $300.00

8 Hrs Packer $ 800.00

12 Hrs Rubber Tire Roller $ 1,200.00

12 Hrs Iron Wheel Roller $ 1,200.00

4 Drums Base Seal $ 5,500.00

2 Drums Top Shield $ 2,200.00

7,391-Gals CRS 2 Oil $ 20,694.80

380 Tons Sm Rock $50,388.00

420 Tons Lar Rock $54,264.00

8 Hrs Oil Trk $800.00

4 Hrs Haul Trk $400.00

2 Hrs Forklift $200.00

4 Hrs Sweeper $ 400.00

12 Hrs Rock Box $ 1,200.00

12 Hrs 4Dump Trks $4,800.00

10Tons of Limestone Base	$ 430.00
10Tons of 3sack Stabilizers	$ 630.00
5 Equipment Operators	$ 7,000.00
1 Foreman	$ 1,480.00
Total	$ 155,886.80

And All the other project roads crossing at Boyt Rd, Steinhagen Rd and Blewett Rd are all okay.

STATE OF TEXAS §
§ INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON §

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the Hamshire Fannett Independent School District (HFISD), a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and parking lots and;

WHEREAS, the HFISD, has, from time to time, the need to maintain and repair streets and parking areas which it owns, and;

WHEREAS, HFISD, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

HFISD and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain roadways and parking areas, when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code and per Exhibit "A" attached.
2. The HFISD shall furnish Precinct Two, with materials needed in exchange for the labor and equipment.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 29 day of July, 2025.

Jeff R. Branick EVERETTE D. ALFRED
Jefferson County Judge

ATTEST:
DATE 7/29/2025

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

Dwaine Augustine
Superintendent, HFISD

LETTER OF AGREEMENT

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

The Jefferson County Sheriff's Office owns a police dog named "Youp" who, because of his medical physical condition, is not useful for police service and, thus, is "surplus property" of the County. The Sheriff's Office agrees with Deputy Scott Weaver, who was responsible for the training and handling of K-9 "Youp", and who wishes to purchase "Youp" from Jefferson County.

THEREFORE

Jefferson County and Deputy Scott Weaver agree as follows:

1. Jefferson County will sell the police dog "Youp" to Deputy Scott Weaver for $1.00 and Deputy Scott Weaver agrees to such sale and agrees to pay $1.00 to Jefferson County for K-9 "Youp".

2. In consideration of such sale, Deputy Scott Weaver agrees to and does hereby indemnity Jefferson County, Commissioners' Court, Sheriff Zena Stephens, her Deputies, and all employees from and against any and all claims, demands, and cause of action or lawsuits which may be brought against Jefferson County arising from the conduct or activities of K-9 "Youp" after the date of sale. The Indemnity expressly includes negligence and gross negligence on the part of Jefferson County, Commissioners' Court, Sheriff Zena Stephens, her Deputies, and all employees regarding to the sale of K-9 "Youp" to Deputy Scott Weaver. Deputy Scott Weaver recognizes that K-9 "Youp" is a specially trained police dog and must be property controlled and supervised to avoid injury to person(s) or damage to property.

Scott Weaver, Deputy

SIGNED this 29th day of July, 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