

Special, 8/5/2025 10:30:00 AM

BE IT REMEMBERED that on August 05, 2025, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Brandon Willis, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
August 05, 2025

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
August 05, 2025**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th** day of **August 2025** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.089 to deliberate a security assessment relating to information resources technology and/or network security.

******* SEE THE ATTACHED NOTICE OF A MEETING *******

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:

Notice of Meeting and Agenda
August 05, 2025

https://co.jefferson.tx.us/comm_crt/commmlink.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: Brandon Willis, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve specifications for Request for Proposals (RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 9 - 82

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file (Agreement 25-040/MR) with Spectrum Business for new and revised Enterprise Internet Service for Road & Bridge Precinct 2 located at 7759 Viterbo Rd, Suite 1, Beaumont, Texas 77705 in the amount of \$169.99 monthly with a one-time installation fee of \$100.00.

SEE ATTACHMENTS ON PAGES 83 - 86

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file (Agreement 25-041/MR) with LexisNexis for an Online Access Subscription for 136th Civil District Court. This agreement is for a one-year term (September 1, 2025 – August 31, 2026); at a cost of \$125.00 per month

SEE ATTACHMENTS ON PAGES 87 - 90

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file Statement of Work (SOW 25-042/DC) with CBTS for a Security Program Assessment in the amount of \$33,415.00. This is in accordance with the National Cooperative Purchasing Alliance (NCPA) Contract 01-097.

NO ATTACHMENTS

Notice of Meeting and Agenda
August 05, 2025

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

COUNTY AUDITOR:

- (a).Regular County Bills - check #530566 through check #530741.

SEE ATTACHMENTS ON PAGES 91 - 97

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

COUNTY COMMISSIONERS:

- (c).Receive and file Amended Tax Abatement Agreement between Jefferson County and OCI Clean Ammonia LLC that allows said agreement to be transferred to Woodside Energy Group Ltd pursuant to Sec. 312.401, et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 98 - 101

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

- (d).Consider, possibly approve and authorize the County Judge to execute the 2025 Request for Feral Hog Grant through the Texas A&M AgriLife Extension Service.

SEE ATTACHMENTS ON PAGES 102 - 112

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

- (a).Conduct a Public Hearing regarding the expansion of the existing Golden Triangle Storage 2023 Reinvestment Zone pursuant to Chapter 312.401, Texas Tax Code.

NO ATTACHMENTS

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

- (b).Consider, possibly approve, execute receive and file an Order to Amend the Existing Golden Triangle Storage 2023 Reinvestment Zone pursuant to Chapter 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 113 - 119

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

- (e).Receive and file executed Property Tax Abatement Agreement and Reinvestment Zone Order between Jefferson County and Crescent Bayou LLC pursuant to Texas Tax Code 312.401 et seq.

SEE ATTACHMENTS ON PAGES 120 - 148

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

- (f).Consider, possibly approve and authorize the County Judge to execute, receive and file a Memorandum of Understanding between Jefferson County and Grace Community Church as a shelter of last resort for citizens for residents of Fannett, Labelle, Cheek and Hamshire.

SEE ATTACHMENTS ON PAGES 149 - 150

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

- (g).Consider and approve GOMESA Project funding.

NO ATTACHMENTS

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

EMERGENCY MANAGEMENT:

- (a). Consider, possibly approve and authorize the County Judge to execute an Interlocal Cooperation Contract (renewal) between Jefferson County and the Texas Department of Emergency Management for the use of facilities at Doggett Park during times of a declared disaster pursuant to Sec. 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 151 - 151

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a). Consider and possibly approve a Replat of Lot 7 and called 1.01 acre in Lot 6 into Tract 7-A out of the Beauxart Gardens, Volume 6, Page 62 Jefferson County Map Records. This replat is located on North Garden Drive in Precinct #2. This replat is not within any ETJ and has met all of our platting requirements.

SEE ATTACHMENTS ON PAGES 152 - 152

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
August 05, 2025

Special, August 05, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 05, 2025.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

**1149 Pearl Street
 1st Floor, Beaumont, TX 77701**

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

LEGAL NOTICE
Advertisement for Request for Proposal

August 5, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for **Request for Proposals (RFP 25-035/CG), Emergency Debris Monitoring 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://jeffersoncountytexas.gov/Purchasing/> , or by calling 409-835-8593.

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and four (4) 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: Emergency Debris Monitoring 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 25-035/CG

DUE DATE/TIME: 11:00 AM CT, Wednesday, September 10, 2025

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

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

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
 August 6, 2025
The Examiner:
 August 7, 2025 & August 14, 2025

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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 Emergency Debris Monitoring 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 four (4) 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 Emergency Debris Monitoring Services.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

(RFP 25-035/CG), Emergency Debris Monitoring Services for Jefferson County

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 in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

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

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

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

Email: treed@ephcc.org

Houston MBDA Business Center

3100 Main Street, Ste. 701

Houston, TX 77002

713-718-8974

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

Email: mbda@hccs.edu

San Antonio MBDA Business Center

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

San Antonio, TX 78207

210-458-2480

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

Email: Jacqueline.jackson@utsa.edu

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

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

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

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

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901

915-834-4600

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

Email: Suzanne.aguirre@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200

Houston, TX 77074

713-773-6500

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

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E

Harlingen, TX 78550

956-427-8533

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

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298

San Antonio, TX 78205

210-403-5900

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

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408

Lubbock, TX 79401

806-472-7462

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

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528

Austin, TX 78711

512-463-5872 or 888-863-5881

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

Email: statewidehubprogram@cpa.texas.gov

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review.

Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation,

independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908 , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any 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: 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	
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	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	
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	such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> \$100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-

	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. <u>Applicability</u> This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. <u>Required Language</u> Compliance with the Contract Work Hours and Safety Standards Act. 1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may	3708; supplemented by 29 C.F.R. Part 5
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	be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below. <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§

	or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> 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 <i>et seq.</i> 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.	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 Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of

	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.	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. <u>Required Certification:</u> 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	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)

	program for procurement of recovered materials identified in the EPA guidelines. <u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>\$100,000	<i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i> A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take	

	appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical	2 CFR 200.216

	infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	<u>Suggested Language:</u> 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	2 C.F.R. § 200.321(b)(1)-(5)

	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.	
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	2 CFR 200.334; and 200.337

	costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. <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 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 <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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 four (4) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 10, 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 Cynthia.greene@jeffersoncountytexas.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytexas.gov.

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, August 18, 2025.**

3.4 TENTATIVE SCHEDULE OF EVENTS

August 5, 2025	Issuance of Request for Proposal
September 10, 2025	Deadline Submission (late proposals will not be considered)
September 12, 2025	Proposals distributed to Evaluation Committee
September 19, 2025	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
September 26, 2025	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 7, 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 53)
- 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

5.1 PROJECT OBJECTIVE

Jefferson County is a coastal county and is vulnerable to natural and manmade disasters including hurricanes, tornadoes, floods, oil spills, and hazardous material releases.

Disasters such as hurricanes often produce large volumes of debris. Debris and damaged trees create hazardous conditions including blocked roadways/drives and obstacles to emergency vehicles. These hazards and obstacles often block routine, essential, and emergency traffic, both vehicular and pedestrian. One of the first essential steps in securing the community is the removal of hazardous debris to allow for security, emergency, and other service traffic. It is in the best interest of the County to enter into an agreement for a term of one (1) year with an option to renew for (2) additional years with a firm to provide debris management and monitoring services as a result of a disaster.

5.2 SCOPE OF SERVICES: DEBRIS REMOVAL MONITORING

5.2.1 Staff Mobilization

The debris monitoring firm (Monitor) will be expected to mobilize within 3 days of a written notice to proceed with key staff experienced in various aspects of debris operations (including truck certification, mapping/zone development, etc.) in order to participate in the "response" phase of the disaster event. Additional Monitor staff shall be contacted and put on standby for potential mobilization. Logistical arrangements for out of town staff, such as lodging arrangements for key staff, are the responsibility of the Monitor.

5.2.2 Field Documentation of Work

Monitor shall carefully document debris removal activities as well as hazardous trees and trees that contain hazardous hanging limbs that need to be removed. Monitor will work closely with the Owner and with FEMA/FHWA to determine the most effective methods of documentation to ensure that debris removal is eligible for federal funding. Monitor shall communicate with FEMA to ensure documentation supports project reimbursement. Monitor will work with FEMA in an effort to pre-validate as much eligible debris, tree and limb removal as practical.

5.2.3 Collection Monitoring of Rights-of-Way and Public Property Debris

Monitor will provide collection monitors with each of the Contractor's loading crews to ensure each load is related to the disaster and is eligible for federal reimbursement. The street address and/or GPS coordinates will be recorded on each load ticket. The Monitor will initiate a multi-part ticket in the field for each load, containing information related to the location of the debris, time, date, truck identification, truck driver, etc. The ticket will then be delivered to the Debris Management Site (DMS) or disposal site with the truck driver for load rating. Load ticketing and documentation will also be performed for hazardous tree and limb removal. This project may include monitoring the removal of abandoned cars, boats, marine debris, white goods, beach

cleaning and structure demolition. Monitor will provide similar services if debris removal from private property/right-of-entry (ROE) is approved for this project. Field monitoring of debris haulers shall be performed in accordance with current FEMA, FHWA and state requirements and in coordination with the Owner.

5.2.4 Monitor Training

Monitor **will** provide training to all employees concerning safety, eligibility for reimbursement and disaster specific information. The Monitor will be required to perform adequate training for locally hired staff at no expense to the Owner. All Monitor employees must be able to effectively communicate to a level appropriate to their responsibilities.

5.2.5 Spot Checks and Auditing of Monitors

Monitor will provide roving monitors, field coordinators and supervisory personnel to ensure that field monitors are making accurate eligibility calls, keeping good documentation and are working effectively with the debris removal contractor.

5.2.6 Project Mapping

Maps will be used to document the debris removal progress. The final pass along each roadway will be mapped for the Owner's information, and FEMA documentation. Monitor will assist the Owner in public communication and will document and relay any citizen complaints for action by the contractor or the Owner.

5.2.7 Truck Certification

Monitor will establish a team of individuals who **will** inspect and certify vehicles for hauling storm related debris in accordance with FEMA guidelines. A certification sheet with measurement, photos and calculations documenting the capacity of the truck is kept for load rating and ticket auditing. Summary books will be kept at each DMS/disposal site for quality control. Certifications should also include a methodology to discourage collection contractors from modifying their vehicle after certification, such as identifying unique attributes to the vehicle like sideboards. Photographs of the vehicle and its driver shall be documented. Periodic spot checks and recertification of trucks that were potentially altered after initial certification shall be performed.

5.2.8 Quality Control/Quality Assurance

A QC/QA program should be implemented by the Monitor to minimize errors in debris monitor tickets and all documentation functions. Eligibility of work, reliability of documentation and data accuracy are critical in achieving full reimbursement for eligible project expenses.

5.2.9 OMS/Disposal Sites

Monitor will provide trained monitors at DMS and disposal sites to call loads based on the amount of debris in each truck. It is imperative that these monitors make accurate calls to safeguard public funds. Monitors will also make sure that the trucks are empty as they leave the site. Furthermore, monitors will review the truck certification worksheets to make sure the trucks have not been modified to affect their capacity (shortened or removed sideboards, for example). Similar systems will be used to verify, track and document hauling of reduced debris from DMS sites through final disposal, if applicable.

5.2.10 Data Management

Monitor will establish an advanced project data management system and enter load ticket information on a daily basis. This information can be provided to the Owner, FEMA, and the Contractor GPS coordinates or addresses for tree and stump removal, and debris removal progress, as applicable. Additionally, the staff will **work with the Contractor to reconcile invoices, and review debris removal invoices for recommendation of payment** by the Owner. Furthermore, Monitor will organize field information for FEMA documentation including photographs and/or GPS coordinates. Monitor will help track invoices for FEMA reimbursement and provide additional supporting information as requested.

5.2.11 Public Information Support

Monitor may be asked to assist the Owner in public outreach following a disaster event as it relates to debris recovery efforts. This may include establishing and staffing (including supplying equipment, phone lines, etc.) a "debris hotline" to respond to public complaints and concerns, or establishing a website. This also may include assistance with press releases, public notices and other public information functions. All functions will be performed in a manner to maximize federal and state reimbursement.

5.2.12 Funding Support

The Monitor shall assist the Owner in securing maximum reimbursement for eligible work from state and federal agencies. Specific funding support services may include working with the Owner to develop a cash flow strategy that focuses on early reimbursement. This includes assistance in preparing a debris quantity estimate that is supported by FEMA staff, early preparation of a project worksheet to cover the estimated cost of the entire debris removal effort at the outset of the project, and assisting the Owner and FEMA personnel with Project Worksheets, Versions, etc. Monitor shall be prepared to assist Owner with appeals based on their in-depth knowledge of FEMA and FHWA reimbursement policies. Monitor shall be prepared to assist the Owner, if requested, in tracking progress of Project Worksheets and providing quick response to any problem issue that may arise that could slow funding. Monitor shall be prepared to assist Owner in finding additional funding reimbursement sources related to disaster mitigation.

5.2.13 Recovery Services

The Owner is interested in selecting a monitoring firm with field implementation and FEMA reimbursement experience in community recovery including, but not limited to:

- Right-of-Entry (ROE) administration and data base management
- ROW and private property vegetative/C & D hazard removal monitoring
- ROW and private property demolition coordination and monitoring
- Monitoring of marine debris removal and beach sand cleaning

5.2.14 Other Related Services

Services not specifically identified in this request, but are needed to provide a complete debris removal and documentation project.

5.2.15 Pre-Storm Coordination

Monitor will be prepared to meet with the Owner once prior to June 1st of each year to coordinate services for the upcoming storm season. Additionally, Monitor shall meet with the Owner immediately prior to a credible disaster threat. These meetings shall occur at no cost to the Owner and are meant to facilitate increased coordination of efforts, to discuss the Owner's expectations of the Monitor, and to fast track recovery activities when a disaster strikes.

5.2.16 Safety Meetings and Monitoring Updates

Safety of monitoring staff is of paramount importance. Monitor will hold regular meetings with debris monitors and staff for project updates and to communicate safety issues. If important information becomes available, the staff may meet more frequently.

5.2.17 Coordination Meetings with Contractor(s)

Monitor will initiate a coordination meeting with the debris removal contractor to help expedite the work, and to discuss any issues that may arise during the project. It is important that the monitor and contractor **are communicating with each other to ensure a successful project.**

5.2.18 Contractor Damages

The Monitor may be asked to develop a database application to track and help the Owner manage contractor damages.

5.2.19 Status Reports

Monitor will provide detailed daily or weekly status reports to the Owner as requested for use and information. Relevant project statistics and cumulative statistics will be shown in a straight forward manner to officials to provide information to the media or to their constituents.

5.3 CONTRACTUAL REQUIREMENTS

The Owner is seeking qualifications and proposals for monitoring and managing the removal of disaster generated debris from public lands, easements, and rights-of-way. Removal of debris from private property may also be included. The primary purpose of these services is to ensure that the entire debris removal, hauling, recycling and/or disposal process is done properly and expeditiously and is eligible for reimbursement under Federal Emergency Management Agency (FEMA) Public Assistance Program, Federal Highway Administration (FHWA) and state emergency management agency guidelines.

Respondent must meet the following general conditions:

- 1) be able to provide monitoring of the clean-up, removal, separation, reduction and disposal of debris as defined in the Scope of Services
- 2) be willing and capable of performing the Services, including, but not limited to, proper documentation preparation, management, and event closure services;
- 3) be knowledgeable and have experience in the provision of the Services for reimbursement through the FEMA Public Assistance and FHWA ER program; and
- 4) be able to perform the Services and any other agreed to services in a timely manner, recognizing that the Owner desires to have this project completed within 30 days following completion of debris hauling and removal.

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. Staff Mobilization
2. Field Documentation of work
3. Collection Monitoring of Rights-of-Way and Public Property Debris
4. Monitor training
5. Spot checks and Auditing of Monitors
6. Project Mapping
7. Truck Certification
8. Quality Control/ Quality Assurance
9. DMS/ Disposal Sites
10. Data Management
11. Public Information Support

12. Funding Support
13. Recovery Services
14. Other Related Services
15. Pre-Storm Coordination
16. Safety Meetings and Monitoring Updates
17. Coordination Meetings with Contactor(s)
18. Contractor Damages
19. Status Reports

6.4 LAWS AND REGULATIONS

The Emergency Debris Monitoring 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 53 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 53 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. REFERENCES – 25%

References on recent projects of similar size and scope. Including two projects over 500,000 C.V.

b. CAPACITY TO RESPOND – 20%

Workplan and Capacity to Respond to major and catastrophic disasters, with few existing pre-event contracts within 500 miles of Jefferson County, Texas.

c. EXPERIENCE – 20%

Diverse project experience including: RWO, C & D debris, marine debris, private property, structure demolition, and vessel removal.

d. PERSONNEL QUALIFICATIONS – 20%

This refers to the number and qualifications of the firm and key professional personnel who would be assigned to the job.

e. FEE SCHEDULE – 15%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

**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.

Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule below. Cost will be evaluated using the hourly rates submitted below for the labor positions listed. The hourly labor rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per Diem. Special costs such as boat rental and marine expenses may be billed to the Owner at cost without mark-up. **Proposer may also include additional, optional positions and services.**

Name of Proposer:	
Signature:	
Title:	

Position	Hourly Rate
Project Manager	\$
Operations Manager	\$
Data Manager	\$
GIS Analyst	\$
Field Supervisor	\$
Debris Site/Tower Monitors	\$
Collection Monitor	\$
Data Entry Clerk/Clerical	\$
Billing/Invoice Analysts	\$

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM

Proposer:

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 25-035/CG), Emergency Debris Monitoring for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer:

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Proposer:

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

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

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

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

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

- (2) the vendor:

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received _____
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 contact within the Prime Contractor/Consultant’s organization)? |
| ☐ Yes | ☐ No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| ☐ Yes | ☐ No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| ☐ Yes | ☐ No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

PAGE 65 OF 73

This information must be submitted with your proposal.

☐ Yes ☐ No

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.

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

Description of Subcontract Work to be Performed:

Please complete this form and include with proposal submission.

PAGE 67 OF 73

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

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

☐ HUBs were solicited but did not respond.

☐ HUBs solicited were not competitive.

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

☐ Other:

☐ Yes ☐ No

Description of Subcontract Work to be Performed:

Please complete this form and include with proposal submission.

PAGE 69 OF 73

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 20__

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

Notary Public

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

REQUIRED FORM

Proposer:

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



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Business - Enterprise Commercial Terms of Service posted at, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Contact Information	
Contact: Altonia Prince	
Telephone: 409-217-1760	
Email: altonia.prince@charter.com	

Customer Information			
Customer Name JEFFERSON COUNTY (HQ)		Order # 14344006	
Address 1149 PEARL ST BEAUMONT TX 77701			
Telephone (409) 835-8466		Email: jbranick@co.jefferson.tx.us	
Contact Name Jeff Branick	Telephone (409) 835-8466	Email: jbranick@co.jefferson.tx.us	
Billing Address 1149 PEARL ST BEAUMONT TX 77701			
Billing Contact Name Auditor's Office	Telephone 409-835-8500	Email: acctspay@jeffersoncountytx.gov	

jeff.branick@jeffersoncountytx.gov

jeff.branick@jeffersoncountytx.gov

NEW AND REVISED SERVICES AT 7759 Viterbo Rd Unit 1, Nederland TX 77627				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Enterprise Internet 500Mbps	36 Months	1	\$150.00	\$150.00
Static IP Address	36 Months	1	\$19.99	\$19.99
TOTAL*				\$169.99

ONE TIME CHARGE(S) AT 7759 Viterbo Rd Unit 1, Nederland TX 77627			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
Enterprise Internet Install	1	\$100.00	\$100.00
TOTAL*			\$100.00

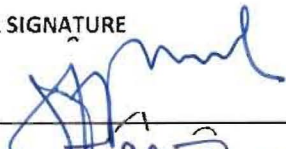


Spectrum[®]

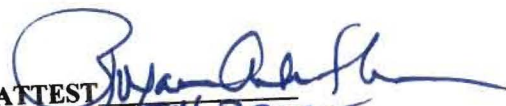
BUSINESS[®]

1. TOTAL CHARGE(S). TOTAL MONTHLY RECURRING CHARGES AND TOTAL ONE-TIME CHARGES ARE DUE IN ACCORDANCE WITH THE MONTHLY INVOICE.
2. TAXES. PLUS APPLICABLE TAXES, FEES, AND SURCHARGES AS PRESENTED ON THE RESPECTIVE INVOICE(S).
3. SPECIAL TERMS.

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE	
Signature:	
Printed Name:	<u>Jeff Branick</u>
Title:	<u>County Judge</u>
Date:	

ATTEST
DATE


8/6/2025





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AMENDMENT I
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

"Subscriber" Name: Jefferson County Courts
Account Number: 100012OK8 – Judge Wortham
"LN": LexisNexis, a division of RELX Inc.

1. Amendment

This Amendment ("Amendment") amends and supplements the terms of the Lexis+ Subscription Agreement previously entered into between LexisNexis, a division of RELX Inc. ("LN") and Subscriber (the "Subscription Agreement"). This Amendment shall serve as Subscriber's acceptance of the General Terms & Conditions for Use of the Online Services in effect as of the date of this Amendment and displayed at: <https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page>.

2. Certification

- 2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	1
--	---

- 2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID will be issued to support staff for each Government Professional User accounted for above. Support Staff Users will receive access at no additional charge.

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

- 2.4. If Subscriber, at the time of signing this Amendment has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Amendment depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Amendment there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

- (a) At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
- (b) If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ Product and Charges

- 3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.4 below (the "Committed Term"). Subscriber may not terminate this Amendment for convenience under the General Terms during the Committed Term. Notwithstanding the foregoing, Subscriber may terminate this Amendment during the Committed Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach. If Subscriber terminates this Amendment pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features		
Product	SKU Number	Number of Users
News	1010610	1
All Briefs, Pleadings & Motions	1010612	1
TX Practice Library	1010629	1
National Primary Enhanced	1011511	1



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Amendment contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN and will receive and maintain this Amendment in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Amendment.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

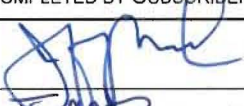
- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Amendment.

7. Miscellaneous

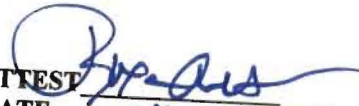
This Amendment does not bind either party until it has been accepted by both parties. Subscriber may accept this Amendment by signing below. LN will accept this Amendment by providing Subscriber with access to Lexis+ or by signing below.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AMENDMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Courts	
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Jeff Branick
Job Title:	County Judge
Date:	



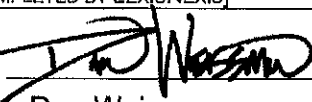
ATTEST
DATE 
 8/16/2025



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
(EXISTING SUBSCRIBER VERSION - AAR)

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	
Name:	Dan Weissman
Job Title:	Director- Government Pricing
Date:	7/25/2025



AMENDMENT
LEXIS®/LEXIS®+/LEXIS®+AI FOR
STATE/LOCAL GOVERNMENT
 (EXISTING SUBSCRIBER VERSION - AAR)

Customer Information (please print or type)			
Organization Name (full legal name)		Jefferson County Courts	
Billing Frequency		☒ Monthly	☐ Annually
Tax Exempt (if yes please provide exemption certificate)		☒ Yes	☐ No
New Invoice Contact Person	☐ Yes ☒ No	First & Last Name	Email Address
PO Required?		PO #	
MSA # if applicable			

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 1
NAME	AMOUNT	CHECK NO. 91 TOTAL
JURY FUND		
DAWN DONUTS	43.50	530689
ROAD & BRIDGE PCT.#1		43.50**
CASH ADVANCE ACCOUNT	1,242.81	530614
M&D SUPPLY	1,023.35	530615
ACE IMAGEWEAR	43.09	530624
AT&T	46.89	530626
WALLER COUNTY ASPHALT	3,735.36	530691
ROAD & BRIDGE PCT.#2		6,091.50**
APPLIED INDUSTRIAL TECH	121.82	530588
BEAUMONT TRACTOR COMPANY	175.45	530589
CITY OF NEDERLAND	107.31	530595
PHILPOTT MOTORS, INC.	44.96	530619
RITTER @ HOME	17.37	530621
TRI-CITY FASTENER & SUPPLY	67.74	530628
VULCAN MATERIALS CO.	65,437.71	530631
BUMPER TO BUMPER	57.47	530660
ROAD & BRIDGE PCT. # 3		66,029.83**
CINTAS, INC.	23.95	530592
ENTERGY	278.78	530609
ENTERGY	16.28	530610
SEABREEZE CULVERT, INC.	270.00	530623
AT&T	49.82	530626
SOUTHERN TIRE MART, LLC	532.92	530632
TEXAS GAS SERVICE	224.63	530655
KING RANCH AG AND TURF	595.95	530732
ROAD & BRIDGE PCT.#4		1,992.33**
SPIDLE & SPIDLE	4,342.47	530587
CINTAS, INC.	119.41	530592
CITY OF BEAUMONT - WATER DEPT.	25.18	530593
ENTERGY	1,672.17	530610
CASH ADVANCE ACCOUNT	1,138.24	530614
OVERHEAD DOOR CO.	318.50	530618
JASON'S DELI	1,955.80	530637
O'REILLY AUTO PARTS	454.02	530699
ENGINEERING FUND		10,025.79**
UNITED STATES POSTAL SERVICE	2.72	530650
PARKS & RECREATION		2.72**
ENTERGY	859.07	530609
ENTERGY	123.26	530610
GENERAL FUND		982.33**
TAX OFFICE		
UNITED STATES POSTAL SERVICE	529.31	530650
LOWE'S HOME CENTERS, INC.	874.76	530652
AMAZON CAPITAL SERVICES	1,079.93	530721
AUDITOR'S OFFICE		2,484.00*
UNITED STATES POSTAL SERVICE	2.96	530650
ODP BUSINESS SOLUTIONS, LLC	603.96	530717
COUNTY CLERK		606.92*
UNITED STATES POSTAL SERVICE	192.66	530650
ODP BUSINESS SOLUTIONS, LLC	327.32	530717
AMAZON CAPITAL SERVICES	66.49	530721
COUNTY JUDGE		586.47*

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 2
NAME	AMOUNT	CHECK NO. 92 TOTAL
CHEROKEE COUNTY CLERK	740.00	530597
UNITED STATES POSTAL SERVICE	2.80	530650
KIMBERLY PHELAN, P.C.	1,800.00	530662
JERRY JOHN BRAGG	500.00	530673
		3,042.80*
RISK MANAGEMENT		
UNITED STATES POSTAL SERVICE	2.35	530650
COUNTY TREASURER		2.35*
UNITED STATES POSTAL SERVICE	202.76	530650
PRINTING DEPARTMENT		202.76*
FUNCTION 4 LLC	1,190.75	530693
PURCHASING DEPARTMENT		1,190.75*
UNITED STATES POSTAL SERVICE	4.12	530650
ODP BUSINESS SOLUTIONS, LLC	129.06	530717
GENERAL SERVICES		133.18*
CASH ADVANCE ACCOUNT	70.00	530614
JUSTICE OF THE PEACE, PCT. 7	429.00	530634
CROWN CASTLE INTERNATIONAL	2,059.98	530658
CHARTER COMMUNICATIONS	2,442.83	530710
CHARTER COMMUNICATIONS	221.17	530711
CHARTER COMMUNICATIONS	408.78	530715
		5,631.76*
DATA PROCESSING		
MICHAEL BAIN	361.20	530665
STEEPMEADOW SOLUTIONS, LLC	7,129.72	530708
ODP BUSINESS SOLUTIONS, LLC	306.08	530717
ANGIE COLLIER	551.60	530725
		8,348.60*
VOTERS REGISTRATION DEPT		
UNITED STATES POSTAL SERVICE	1.48	530650
ELECTIONS DEPARTMENT		1.48*
DELL MARKETING L.P.	1,956.20	530598
CDW COMPUTER CENTERS, INC.	835.80	530633
		2,792.00*
DISTRICT ATTORNEY		
HERNANDEZ OFFICE SUPPLY, INC.	323.53	530611
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,200.00	530627
UNITED STATES POSTAL SERVICE	145.13	530650
ADA V. CHRISTY, CSR	85.00	530654
MCM ELEGANTE HOTEL	153.57	530661
CORY KNEELAND	395.00	530692
FUNCTION 4 LLC	112.50	530693
RAYMOND SHEARER	372.40	530698
ODP BUSINESS SOLUTIONS, LLC	166.75	530717
AMAZON CAPITAL SERVICES	117.32	530721
		3,071.20*
DISTRICT CLERK		
UNITED STATES POSTAL SERVICE	311.01	530650
TEXAS ASSOCIATION OF COUNTIES	450.00	530697
ODP BUSINESS SOLUTIONS, LLC	167.21	530717
AERIALINK	193.83	530734
		1,122.05*
CRIMINAL DISTRICT COURT		
KIMBERLY R. BROUSSARD	2,898.50	530669
		2,898.50*
58TH DISTRICT COURT		

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 3	
NAME	AMOUNT	CHECK NO. ⁹³	TOTAL
UNITED STATES POSTAL SERVICE	2.96	530650	2.96*
60TH DISTRICT COURT			
BLUE TRITON BRANDS INC	51.47	530740	51.47*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	1.03	530650	1.03*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	11.02	530650	11.02*
279TH DISTRICT COURT			
ALLEN PARKER	110.00	530674	110.00*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	1,050.00	530590	
LAIRO DOWDEN, JR.	350.00	530599	1,400.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	120.43	530650	
THOMSON REUTERS-WEST	137.38	530684	
AMAZON CAPITAL SERVICES	57.00	530721	314.81*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	29.60	530650	29.60*
JUSTICE COURT-PCT 4			
ODP BUSINESS SOLUTIONS, LLC	51.69	530717	51.69*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	32.56	530650	32.56*
JUSTICE COURT-PCT 7			
AT&T	47.32	530626	47.32*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	71.04	530650	71.04*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	700.00	530586	
UNITED STATES POSTAL SERVICE	43.50	530650	
LAW OFFICE OF GILES R COLE & ASSOC	400.00	530707	
UNITED STATES TREASURY	775.00	530731	1,918.50*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	825.00	530586	
THOMAS J. BURBANK PC	425.00	530590	
A. MARK FAGGARD	350.00	530603	
MARVA PROVO	1,400.00	530620	
UNITED STATES POSTAL SERVICE	28.12	530650	
LAURIE PEROZZO	425.00	530672	
LAW OFFICE OF GILES R COLE & ASSOC	350.00	530707	
THE LAW OFFICE OF CHRISTY L CAUTHEN	700.00	530728	4,503.12*
COURT MASTER			
KENT W JOHNS	1,000.00	530676	1,000.00*
SHERIFF'S DEPARTMENT			

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 4
NAME	AMOUNT	CHECK NO. 94 TOTAL
CITY OF NEDERLAND	37.19	530595
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	530601
EQUINE MEDICINE & SURGERY	40.00	530602
FED EX	56.87	530605
AT&T	48.55	530626
UNITED STATES POSTAL SERVICE	2,916.83	530650
RITA HURT	1,650.00	530678
SPURLOCK ROAD VETERINARY CLINIC	220.00	530679
SILSBEE FORD INC	4,327.99	530686
GALLS LLC	413.89	530688
ODP BUSINESS SOLUTIONS, LLC	1,590.79	530717
AMAZON CAPITAL SERVICES	19.99	530721
BEAUMONT OCCUPATIONAL SERVICES	404.55	530722
CRIME LABORATORY		11,797.65*
FED EX	53.72	530606
FISHER SCIENTIFIC	258.08	530607
CASH ADVANCE ACCOUNT	2,814.90	530614
VERIZON WIRELESS	37.99	530644
ULTRA LABELING SYSTEMS	347.74	530666
BOSWORTH PAPERS	513.75	530706
ODP BUSINESS SOLUTIONS, LLC	248.80	530717
JAIL - NO. 2		4,274.98*
ECOLAB	724.38	530600
CASH ADVANCE ACCOUNT	645.24	530614
GIBSON AVIATION	635.50	530636
LOWE'S HOME CENTERS, INC.	92.10	530652
FERGUSON ENTERPRISES INC	2,023.50	530695
TRINITY SERVICES GROUP INC	194,247.00	530702
AMAZON CAPITAL SERVICES	237.99	530721
TURN KEY HEALTH CLINICS LLC	752,139.81	530741
JUVENILE PROBATION DEPT.		950,745.52*
FED EX	46.16	530604
CASH ADVANCE ACCOUNT	600.66	530614
UNITED STATES POSTAL SERVICE	19.28	530650
JUVENILE DETENTION HOME		666.10*
CHARMTX INC.	4,398.70	530656
BEN E KEITH COMPANY	438.57	530659
FLOWERS BAKING COMPANY OF HOUSTON	86.13	530719
CONSTABLE PCT 1		4,923.40*
UNITED STATES POSTAL SERVICE	56.01	530650
CONSTABLE-PCT 6		56.01*
COCOMO JOE'S	108.00	530596
UNITED STATES POSTAL SERVICE	16.13	530650
AGRICULTURE EXTENSION SVC		124.13*
UNITED STATES POSTAL SERVICE	3.18	530650
TYLER FITZGERALD	190.80	530701
SE DIST 9 EXT ASSOC OF FAMILY &	30.00	530709
ODP BUSINESS SOLUTIONS, LLC	29.16	530717
HEALTH AND WELFARE NO. 1		253.14*
CLAYBAR HAVEN OF REST	1,288.00	530647
UNITED STATES POSTAL SERVICE	72.91	530650
ODP BUSINESS SOLUTIONS, LLC	226.86	530717
HEALTH AND WELFARE NO. 2		1,587.77*
NEW ENGLAND JOURNAL OF MEDICINE	89.00	530617
AT&T	47.32	530626

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 5
NAME	AMOUNT	CHECK NO. 95 TOTAL
CLAYBAR HAVEN OF REST	644.00	530648
TEXAS CONFERENCE OF URBAN COUNTIES	440.00	530653
CHARTER COMMUNICATIONS	208.53	530712
BLUE TRITON BRANDS INC	63.46	530739
ENVIRONMENTAL CONTROL		1,492.31*
AT&T	47.07	530626
INDIGENT MEDICAL SERVICES		47.07*
DELL MARKETING L.P.	937.86	530598
CARDINAL HEALTH 110 INC	28,643.46	530685
OUTCOMES OPERATING INC	156.96	530730
MAINTENANCE-BEAUMONT		29,738.28*
CITY OF BEAUMONT - WATER DEPT.	15,835.78	530593
W.W. GRAINGER, INC.	8.06	530608
ENTERGY	879.84	530609
ENTERGY	43,191.28	530610
ACE IMAGEWEAR	279.43	530624
MASSEY SERVICES INC	163.00	530733
MAINTENANCE-PORT ARTHUR		60,357.39*
CITY OF PORT ARTHUR - WATER DEPT.	688.88	530594
AT&T	576.12	530626
BAKER DISTRIBUTING COMPANY	12.46	530657
PARKER'S BUILDING SUPPLY	191.47	530720
MAINTENANCE-MID COUNTY		1,468.93*
CITY OF NEDERLAND	144.54	530595
RITTER @ HOME	96.41	530621
WAUKESHA-PEARCE INDUSTRIES LLC	2,575.00	530694
AMAZON CAPITAL SERVICES	324.00	530721
SERVICE CENTER		3,139.95*
CINTAS, INC.	102.41	530592
J.K. CHEVROLET CO.	492.78	530612
PHILPOTT MOTORS, INC.	5,213.81	530619
JEFFERSON CTY. TAX OFFICE	7.50	530638
JEFFERSON CTY. TAX OFFICE	7.50	530639
JEFFERSON CTY. TAX OFFICE	7.50	530640
JEFFERSON CTY. TAX OFFICE	7.50	530641
JEFFERSON CTY. TAX OFFICE	16.75	530642
JEFFERSON CTY. TAX OFFICE	16.75	530643
BUMPER TO BUMPER	1,412.62	530660
AMERICAN TIRE DISTRIBUTORS	843.78	530670
MIGHTY OF SOUTHEAST TEXAS	78.96	530677
O'REILLY AUTO PARTS	287.52	530699
TOWN AND COUNTRY FORD	17.72	530726
TILLS TOOLS	373.90	530736
UNITED LABORATORIES INC	367.24	530738
MOSQUITO CONTROL FUND		9,254.24*
ADAPCO LLC	38,434.00	530585
CERTIFIED LABORATORIES	861.00	530591
JACK BROOKS REGIONAL AIRPORT	378.88	530613
SANITARY SUPPLY, INC.	220.71	530622
ACE IMAGEWEAR	104.69	530624
TEXAS AGRILIFE EXTENSION SERVICE	100.00	530668
LJA ENGINEERING INC	1,740.00	530680
TEXAS DEPARTMENT OF AGRICULTURE	150.00	530690
TARGET SPECIALTY PRODUCTS	23,518.80	530696
CHARTER COMMUNICATIONS	92.19	530714
ODP BUSINESS SOLUTIONS, LLC	67.54	530717
AERO PERFORMANCE	165.28	530718
BREATH ALCOHOL TESTING		65,833.09**

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 6
NAME	AMOUNT	CHECK NO. 96 TOTAL
STEVE MAYES	250.00	530687 250.00**
SECURITY FEE FUND		
ALLIED UNIVERSAL SECURITY SERVICES	11,018.36	530704 11,018.36**
JUVENILE PROB & DET. FUND		
NISHA AMIN	450.00	530667 450.00**
COMMUNITY SUPERVISION FND		
DANA LEWIS-BROUSSARD	42.00	530646
UNITED STATES POSTAL SERVICE	46.46	530650
REDWOOD TOXICOLOGY LABORATORY, INC	717.59	530663
JCCSC	385.00	530675
CHARTER COMMUNICATIONS	208.53	530713
ODP BUSINESS SOLUTIONS, LLC	1,911.33	530717 3,310.91**
DRUG DIVERSION PROGRAM		
SILSBEE FORD INC	37,272.20	530686 37,272.20**
JAG GRANTS		
CDW COMPUTER CENTERS, INC.	5,093.88	530633 5,093.88**
HOTEL OCCUPANCY TAX FUND		
UNITED STATES POSTAL SERVICE	5.92	530650 5.92**
CRIME LAB FUNDING CJD		
MHC DATACOMM, INC	33,200.00	530671 33,200.00**
AIRPORT FUND		
CINTAS, INC.	110.25	530592
CITY OF NEDERLAND	572.27	530595
W.W. GRAINGER, INC.	1,364.04	530608
TRONAIR	44.00	530630
UNITED STATES POSTAL SERVICE	1.48	530650
MID COUNTY PLUMBING	575.00	530664
CRAWFORD ELECTRIC SUPPLY COMPANY	76.00	530683
TITAN AVIATION FUELS	81,074.07	530700 83,817.11**
SE TX EMP. BENEFIT POOL		
UNITED HEALTHCARE SERVICES INC	2,133.45	530703
LANTERN SPECIALTY CARE	5,384.84	530737 7,518.29**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	530681 1,652.00**
PAYROLL FUND		
JEFFERSON CTY. - FLEXIBLE SPENDING	19,990.80	530566
CLEAT	5,359.00	530567
JEFFERSON CTY. TREASURER	12,450.52	530568
INTERNAL REVENUE SERVICE	208.00	530569
JEFFERSON CTY. COMMUNITY SUP.	5,529.88	530570
JEFFERSON CTY. TREASURER - HEALTH	593,081.74	530571
JEFFERSON CTY. TREASURER - GENERAL	25.00	530572
JEFFERSON CTY. TREASURER - PAYROLL	2,134,566.33	530573
JEFFERSON CTY. TREASURER - PAYROLL	702,462.06	530574
POLICE & FIRE FIGHTERS' ASSOCIATION	2,873.41	530575
JEFFERSON CTY. TREASURER - TCDRS	842,474.01	530576
JEFFERSON COUNTY TREASURER	3,620.93	530577
JEFFERSON COUNTY - TREASURER -	11,249.59	530578
NECHES FEDERAL CREDIT UNION	31,162.43	530579
JEFFERSON COUNTY - NATIONWIDE	59,750.19	530580
SBA - U S DEPARTMENT OF TREASURY	400.75	530581

PGM: GMCOMMV2	DATE 08-05-2025	PAGE: 7
NAME	AMOUNT	CHECK NO. 97 TOTAL
ALLSTATE BENEFITS	8,974.09	530582
SECURIAN LIFE INSURANCE COMPANY	1,156.56	530583
CHUBB	5,659.97	530584
		4,440,995.26**
LATCF FEDERAL GRANT		
CENTRALSQUARE TECHNOLOGIES LLC	8,761.50	530727
LANGUAGE ACCESS FUND		8,761.50**
RUBEN ZAPATA	400.00	530723
ERIKA BURGE	200.00	530735
		600.00**
ARPA CORONAVIRUS RECOVERY		
FAMILY SERVICES OF SOUTHEAST TX INC	529,762.83	530724
JEFFERSON COUNTY:REVISION	11,119.95	530729
		540,882.78**
J C ASSISTANCE DISTRICT 4		
ENTERGY	11.15	530610
		11.15**
GLO DISASTER RECOVERY		
MK CONSTRUCTORS	39,005.89	530682
MARINE DIVISION		39,005.89**
CITY OF NEDERLAND	26.20	530595
W.W. GRAINGER, INC.	395.34	530608
JACK BROOKS REGIONAL AIRPORT	378.45	530613
SOUTHEAST TEXAS WATER	66.90	530625
TRI-CON, INC.	12,481.77	530629
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	530635
PUMPTEX, INC.	1,171.19	530651
NEXT GENERATION POWER ENGINEERING	1,566.30	530705
AERO PERFORMANCE	619.56	530718
		16,765.71**
SHERIFF - COMMISSARY		
MAVERICK COMMUNICATIONS, INC.	8,719.40	530616
		8,719.40**
SHERIFF-SPINDLETOP GRANT		
VERIZON WIRELESS	114.39	530645
		114.39**
		6,512,032.65***

**AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND OCI CLEAN AMMONIA LLC (PHASE 1 AND PHASE 2) FOR PROPERTY
LOCATED
IN THE OCI 2022 REINVESTMENT ZONE**

1. Jefferson County, Texas ("County") and OCI Clean Ammonia LLC ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on July 19, 2022 (attached hereto as Exhibit "A") for Phases 1 and 2 with respect to the abatement of certain *ad valorem* property taxes on a new industrial facility (the "Project") to be constructed by OWNER, in the OCI 2022 REINVESTMENT ZONE which was originally adopted by Jefferson County on July 19, 2022 and later amended by Jefferson County on September 26, 2023.
2. Owner notified the County that it had sold the facility and assigned all interests in it to Woodside Energy Group Ltd. and that and now Woodside Energy Group Ltd. (hereinafter referred to as "Woodside") requesting that the Jefferson County Commissioners Court approve the transfer and assignment of this abatement agreement to Woodside, pursuant to Chapter 312, Texas Tax Code who would assume the role of Owner, including all of the assets, contractual rights privileges and obligations conferred to OCI Clean Ammonia LLC.
3. Owner is requesting that the County approve the assignment of the Agreement to Woodside to be effective immediately upon the execution of this Amended Agreement. Woodside has agreed to assume all obligations of OCI Clean Ammonia LLC under the Abatement Agreement and the real interests and obligations outlined in the abatement agreement.
4. Owner is requesting the owner's name be modified to reflect the change of the name of the entity from OCI Clean Ammonia LLC to Beaumont New Ammonia LLC. This name change was filed February 2025 and is a change of name only, the company details will remain as is, including addresses, Tax ID, EIN and other corporate registration numbers.
5. Owner is requesting that the County modify the Phase 1 Agreement to move the date of the tax abatement percentages agreed to for Phase 1 closer for anticipated completion during 2025, from tax year 2028 to 2026 while leaving in place the abatement schedule for Phase 2.
6. The Parties acknowledge that, in the course of the sale of this facility, there has been no pause in construction and that all terms and conditions of the abatement agreement have been fulfilled pursuant to the original Agreement and Woodside is requesting that the benefits of the abatement of *ad valorem* taxes will enure to the benefit of Woodside.

Article 4: Term of Abatement

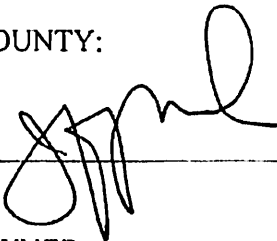
For the Phase I agreement, Article 4 is hereby amended to provide that:

Year 1 of the abatement Period for Phase 1 shall be tax year 2026, the revised abatement schedule is attached at Exhibit A.

7. Woodside will fulfill the obligation imposed upon OCI Clean Ammonia LLC to create and maintain new full-time jobs.
8. The Parties agree that OWNER will certify to the County the completion of the project and provide quarterly reports to ensure compliance with the original Agreement.
9. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

Signed this 8th day of July, 2025

COUNTY:



OWNER:



Article 4: Term of Abatement

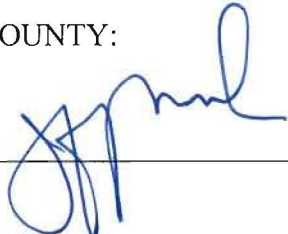
For the Phase 1 agreement, Article 4 is hereby amended to provide that:

Year 1 of the abatement Period for Phase 1 shall be tax year 2026, the revised abatement schedule is attached at Exhibit A.

7. Woodside will fulfill the obligation imposed upon OCI Clean Ammonia LLC to create and maintain new full-time jobs.
8. The Parties agree that OWNER will certify to the County the completion of the project and provide quarterly reports to ensure compliance with the original Agreement.
9. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement.

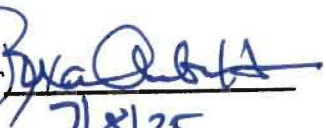
Signed this 8th day of July, 2025

COUNTY:



OWNER:



ATTEST 

DATE 7/8/25

PHASE 1 AGREEMENT

Amended Abatement Schedule Exhibit A

TAX ABATEMENT SCHEDULE

PHASE 1

	TAX YEAR	ABATEMENT PERCENTAGE
1	2026	100%
2	2027	100%
3	2028	100%
4	2029	100%
5	2030	100%
6	2031	100%
7	2032	100%
8	2033	100%
9	2034	100%
10	2035	100%

PHASE 2 AGREEMENT**Abatement Schedule (Unmodified)
Exhibit A****TAX ABATEMENT SCHEDULE****PHASE 2**

	TAX YEAR	ABATEMENT PERCENTAGE
1	2030	100%
2	2031	100%
3	2032	100%
4	2033	100%
5	2034	100%
6	2035	100%
7	2036	100%
8	2037	100%
9	2038	100%
10	2039	100%

Request for County Feral Hog Grant

Statement of Purpose

Pursuant to the Texas Legislature, Texas A&M AgriLife Extension Service, Wildlife Services (WS) program hereby requests applications for County Feral Hog Abatement Grants (Grant). The Grant program ("Program") is designed to encourage counties across the State of Texas to make a concentrated and coordinated effort to reduce the feral hog population and the damage caused by these animals throughout the year. Successful applicants will receive grants to initiate or continue feral hog abatement activities in their county. This document ("RFGA") sets forth Program requirements and procedures.

Current abatement methods in Texas vary depending on the geographic terrain and vegetation. WS recognizes that the responsibility for management rests with landowners and local constituents who know the surrounding land and waterways, as well as the potential challenges to combating feral hogs. Through this program, the highest ranking counties will receive assistance to continue local activities which may range from educating the landowners on abatement methods, coordinating trapping and hunting programs, conducting aerial gunning and addressing public safety hazards related to feral hogs.

Projected Timeline of Events

July 7, 2025	Applications Available
August 23, 2025	Applications Due
October 1, 2025	Anticipated Award Date
August 31, 2026	Project End date

Eligibility

To be eligible for an award under the Program, the applicant must be a Texas county. The county must have or develop a method to accurately track the number of feral hogs taken in the county as well as documentation for other provisions included in the application (e.g. receipts for purchases, trap loan numbers, etc.) for the eligible period September 1, 2025-August 31, 2026.

Grantee Responsibilities and Accountability

Selected Applicants (grantees) will be responsible for conducting a project supported by the Program and for achieving the results described in the application. Each grantee shall monitor the day-to-day performance of the grant project to assure adherence to statutes, regulations, and grant terms and conditions. The grantee must carry out the activities described in the approved scope of work.

The grantee will be accountable for documenting the use of grant funds and must ensure funds are used solely for authorized purposes. The grantee must ensure:

- Funds are used only for activities covered by the approved project.

- Funds are not used in violation of the restrictions and prohibitions of applicable statutes and regulations.
- All budget and performance reports are completed in a timely manner.

Each grantee must ensure they have an adequate accounting system in place and good internal controls to ensure expenditures and reimbursements are reported and maintained for seven (7) years after the conclusion of the project.

Funding Parameters

Awards are subject to the availability of funds. If funds are not appropriated or collected for this Program, applicants will be informed accordingly.

WS will make awards after all applications are processed. Grant funds will be available on a cost reimbursement basis for county use on feral hog abatement expenditures during the grant term. A total of \$100,000 is available. WS anticipates awarding up to 15 grants ranging from \$5,000 to \$20,000 each. Applications will be reviewed through a competitive evaluation process.

Bounty programs may be included in a county's proposal, however WS will limit State funding of bounties to 50% of the amount actually paid out.

To receive grant funds, counties that are awarded Program grants must enter into a written agreement with Texas A&M AgriLife Extension Service. Grant funds will be distributed on a reimbursement basis after awarded counties submit proof of allowable expenditures.

WS reserves the right to accept or reject any or all applications submitted. WS is under no legal or other obligation to execute a grant award on the basis of a response submitted to this RFGA.

Public announcements and written notifications will be made to all applicants and their affiliated agencies, organizations, or institutions. Favorable decisions will indicate the amount of award, duration of the grant, and any special conditions associated with the project.

Due to reporting requirements from the Texas Legislature, written reports on accomplishments (including hogs removed) will be required by August 1, 2026.

Term of Funding or Duration of Projects

A Notice of Grant Award is *anticipated* to be made in October 2025. However, it is the intention of the legislature that Texas A&M AgriLife Extension Service continue to make available a level of funding similar to previous grants administered by the Texas Department of Agriculture (TDA). Counties may have continued feral hog projects following the conclusion of the TDA program. Therefore, approved projects may claim expenditures which have occurred since September 1, 2025. Projects under this funding request must be completed by August 31, 2026. No expenditures incurred after August 31, 2026, will be reimbursed.

Application Requirements

To be considered, applications must be complete and include all of the following information.

Grant Applications—Interested applicants must include all of the following information:

A narrative including:

- *County Information.* This is the name and address for the county.
- *Primary Program Contact.* This is the individual who can answer questions about the county's activities and performance.
- *Authorized Official.* This is the person legally able to bind the county in contracts or agreements, generally the county judge.
- *Previous Participation.* For counties which participated in the Feral hog grant program, a copy of the final report is required.
- *Description of Activities.* Include information on:
 - i. Description of the proposed program including abatement activities supported or used.
 - ii. Type and number of county-sponsored education program(s) about feral hog abatement technologies proposed; and
 - iii. A proposed budget (total cost for educational and operational activities, county share of bounty if proposed).
- *Certifications.* The authorized official must sign the application.

Evaluation and Selection Information

WS will conduct an administrative review to determine whether the applicant was responsive to the requirements of this RFGA. WS will take into consideration the status of any continuing project's progress.

Applications will be evaluated on the following criterion:

- The degree to which the proposal meets or supports established watershed or agricultural protection programs (*a maximum of 30 points will be awarded to those county proposals which are consistent with watershed protection plans or agricultural protection programs*).
- The estimated contribution of the proposal to removing feral hogs from the landscape (*a maximum of 30 points will be awarded for aspects of the project which contribute to fewer hogs, including trap loan programs, aerial hunting contracts, equipment purchased for control and bounties. NOTE: WS will only reimburse counties 50% of actual bounties paid. Counties planning on bounty programs need to state the total bounty pool and the county commitment to the remaining 50%. Programs which remove feral hogs but contribute to perpetuation of hogs as a resource may not receive full points.*)
- The number of landowner outreach events planned or conducted from September 1, 2025 through August 31, 2026 which include at least 1 hour of feral hog management topics, including biology, management strategies and damage assessment. We recognize that outreach in the post-pandemic environment will be challenging and encourage applicants to develop adaptive and innovative outreach plans. Media articles, 4-H presentations and collaborations with schools may be included in outreach planning (*a maximum of 5 points per event planned and 10 points per event conducted up to 20 points per application will be awarded*).
- The degree to which the county project conducts a formalized damage and control assessment (*a maximum of 10 points will be awarded if the county project records*

numbers of feral swine removed and up to 10 additional points will be recorded for a formalized county level damage assessment).

WS will include outside reviewers in evaluating proposals. County Primary Point of Contact may be queried during the evaluation process to clarify proposals.

Deadline for Submission of Responses

LATE APPLICATIONS WILL NOT BE ACCEPTED.

Only materials actually received by WS by 5:00 pm CDT on application due date will be reviewed as part of the application. Applicant will not be allowed to supplement the application after the application deadline.

One complete application package, including narrative and final reports (if applicable) must be **received** by WS before close of business (5:00 p.m. CT) on Friday, August 23, 2025. It is the applicant's responsibility to ensure the timely delivery of all required materials.

WS will send an acknowledgement receipt by email indicating the application was received.

Preferred:

Electronic Version

Email: **Gina.D.Charez@usda.gov**

Email subject line must contain the program and applicant name (Ex: 2026 Feral Hog Grant– Bexar County). The respondent is solely responsible for ensuring that their complete electronic submission is sent to, and actually received by, WS in a timely manner and at the proper destination server.

IMPORTANT NOTE: All submissions must be sent in Microsoft Word or other Word compatible format or as .PDF files. Unreadable submissions may be deemed unresponsive and will not be reviewed for funding consideration.

WS takes no responsibility for electronic bids that are captured, blocked, filtered, quarantined or otherwise prevented from reaching the proper destination server by any anti-virus or other security software. WS will send an acknowledgement receipt by email indicating the application was received.

Hard Copy Submissions.

All applications must be **received** by WS (P.O. Box 690170, San Antonio, TX 78269) by closing date and time. Applications will be documented with a date/time stamp for receipt documentation purposes.

For questions regarding submission of the application and/or WS requirements, please contact Gina Charez at (210) 561-3813, or by email at, **Gina.D.Charez@usda.gov**

Successful Application Requirements

Reporting. Selected applicants will be required to submit periodic performance reports. Reporting timelines will be provided in the grant agreement. As part of WS's ongoing monitoring of grant funds, grantees must show both a strong progress of work completed on all projects as well as financial progress. Failure to comply with reporting requirements may result in the withholding of a request for reimbursement and/or termination of the award.

Budget Development Information.

- A. **Payment.** Selected grantees will be paid on a cost reimbursement basis. Grantees will be required to submit payment requests quarterly, but no more frequently than monthly in order to show significant financial and programmatic progress. Payment requests must include sufficient detail and supporting documentation. Backup detail may include, but is not limited to, documentation of personnel expenses, or copies of invoices.
- B. **Payment Schedule.** Up to 90% of the total grant award may be reimbursed provided the work for which payment is requested has been completed and proper documentation has been submitted. The remaining 10% will only be disbursed once all reporting requirements have been met, including, but not limited to, the final performance report.
- C. **Eligible Expenses.** Generally, expenses that are necessary and reasonable for proper and efficient performance and administration of the project are eligible. Examples of eligible expenditures include:
 1. Personnel costs – including salary and benefits related to temporary or event staff, grant funds may not be used to pay for existing employees in the performance of their day-to-day duties;
 2. Direct operating expenses that directly relate to project activities, this may include facility rental or other workshop related expenses (note: meals, food, or beverages of any kind are not considered an eligible expense);
 3. Supplies that cost less than \$5,000, such as office supplies, printing services, and materials needed to accomplish the proposed project;
 4. Contracts – agreements made with a third-party to perform a portion of the award;
 5. Controlled Assets are defined as certain items valued \$500.00 - \$4,999.99 which must also be inventoried,
<https://fmx.cpa.texas.gov/fmx/pubs/spaproc/appendices/appa/index.php>; and
 6. If grant funds are proposed to be used to fund bounty efforts, Grantee must have a written policy implemented to prevent the intentional breeding and raising of feral hogs for the purpose of meeting bounty requirements. **Bounty-related grant fund reimbursement is limited to 50% of the bounty paid and a maximum of \$5.00 per feral hog.**

D. Ineligible Expenses. Expenses may be prohibited by state or federal law or determined to be ineligible by program guidelines. Examples of these expenditures include, but are not limited to the following:

1. Alcoholic beverages;
2. Entertainment;
3. Giftcards;
4. Contributions, charitable or political;
5. Expenses falling outside of the contract period;
6. Items not listed in the project budget or an approved amendment;
7. Expenses that are not adequately documented;
8. Travel, including but not limited to mileage reimbursement, meals and lodging; and
9. Meals, food or beverage costs of any kind, including those associated with an educational workshop.

It is important to ensure that all costs meet the criteria, of allowable, allocable, and reasonable.

General Information

Selected applicants will receive a Notice of Grant Award (NGA) letter and an official Grant Agreement from WS. The NGA is not legally binding until a grant agreement is fully executed.

WS reserves the right to fund projects partially or fully. WS reserves the right to negotiate individual elements of any application and to reject any and all applications. Where more than one application is acceptable for funding, WS may request cooperation between grantees or revisions/adjustments to an application in order to avoid duplication and to realize the maximum benefit to the state. Selected projects will receive funding on a cost-reimbursement basis.

WS reserves the right to reject all applications and is not liable for costs incurred by the Applicant in the development, submission, or review of the application; or costs incurred by the Applicant prior to the effective date of grant agreement.

Right to Amend or Terminate Program

WS reserves the right to alter, amend, or clarify any provisions, terms, or conditions of this program or any grant awarded as a result thereof, or to terminate this program at any time prior to the execution of an agreement, if WS deems any such action to be in the best interest of WS and of the State of Texas. The decision of WS will be administratively final in this regard.

Proprietary Information/Public Information

If it is necessary for Grantee to include confidential, proprietary, trade secret or privileged information (Proprietary Information) in its application or other submitted information, Grantee must clearly mark and label all Proprietary Information in 14-point or higher bold font on each page as it appears, and identify the specific exception to disclosure in the Texas Public Information Act (PIA) for each specific piece of Proprietary Information. Additionally, all Proprietary Information must be segregated in a separate and discrete section of the application or other submitted information, which must be able to be conveniently separated and detached from the other sections of the application.

Failure to properly label, identify and segregate any Proprietary Information in the application or other submitted information may result in all such information or material being disclosed as public information.

Unless specifically exempt from disclosure under the PIA, all applications and materials submitted under this program are subject to release under the PIA.

Conflict of Interest

The Applicant is required to disclose any existing or potential conflicts of interest relative to this grant program. Failure to disclose any such relationship may result in the Applicant's disqualification or termination of any resulting grant agreement.

General Compliance Information

1. Grantees must comply with WS's reporting requirements and financial procedures outlined in the grant agreement. Any delegation by the Grantee to a subcontractor regarding any duties and responsibilities imposed by the grant award must be approved in advance by WS and shall not relieve the Grantee of its responsibilities to WS for their performance.
2. All grant awards are subject to the availability of funds appropriated and authorized by the Texas Legislature.
3. Grantees must remain in full compliance with state and federal laws and regulations. Non-compliance may result in termination of the grant or ineligibility for reimbursement of expenses.
4. Grantees must keep a separate bookkeeping account with a complete record of all expenditures relating to the project. Records shall be maintained for seven (7) years after the completion of the project, or as otherwise agreed upon with WS. WS and the Texas State Auditor's Office (SAO) reserve the right to examine all books, documents, records, and accounts relating to the project at any time throughout the duration of the agreement and for three years immediately following completion of the project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by WS. WS and the SAO shall have access to the physical locations related to project activities.
5. If the Grantee has a financial audit performed during the time the Grantee is receiving funds from WS, upon request, WS shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
6. Grantees must comply with Texas Government Code, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.

Application must be received by: **Friday, August 22, 2025**. Late or incomplete applications will not be considered.

County Information

County Name: JEFFERSON COUNTY

Mailing Address: 1499 PEARL, 4TH FLOOR
Street Address

BEAUMONT, TX 77701
City State Zip Code

Physical Address: SAME
Street Address

City State Zip Code

Contact Personnel

(1) Name of Primary Program Contact *(This person can answer day-to-day questions about the project.)*

Full Name: JEFF R BRANICK ☒ Mr. ☐ Dr.
First Last ☐ Ms. ☐ Other _____

Position Title: COUNTY JUDGE

Email Address: JEFF.BRANICK@JEFFERSONCOUNTYTX.GOV

Phone: (409) 835-8466 Ext. _____ Alt #: (____) - _____

(2) Name of Authorized Official *(This person is authorized to enter into legal agreements on behalf of the organization. This person's name will appear on the grant agreement for signature.)*

Full Name: SAME ☐ Mr. ☐ Dr.
First Last ☐ Ms. ☐ Other _____

Position Title: _____

Email Address: _____

Phone: (____) - _____ Ext. _____ Alt #: (____) - _____

Authorized Signature

[Signature]

ATTEST

DATE

8/16/2025



Name JEFF BRANICK

Program Information

Previous Participation

- Has your County previously participated in the feral hog abatement grants? ☐ Yes ☐ No
- If yes, what years? _____
- Has your County previously received a grant through any TDA or Texas A&M AgriLife Extension Service feral hog abatement program? ☐ Yes* ☐ No
- If yes, what years? _____

Quantifiable Information and Description of Activities

Please provide a narrative describing the feral hog abatement program and your use of the funds. Include as much detail as necessary for the reviewers to evaluate your proposal against the evaluation criteria. Include budget, past final reports and bounty pool commitments as appropriate.

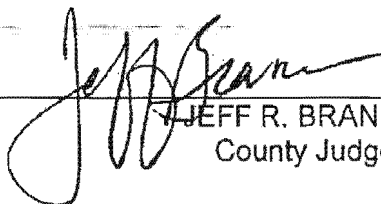
(Additional sheets may be attached if more space is needed.)

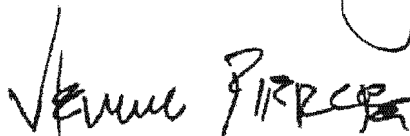
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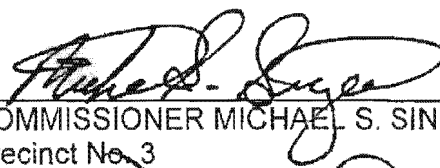
- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.



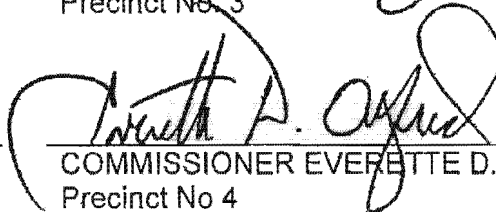
Signed this 19th day of SEPTEMBER, 2023.


JEFF R. BRANICK
County Judge


COMMISSIONER VERNON PIERCE
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

ATTEST 

DATE 9-19-2023

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement and that it is necessary to expand the existing zone to allow for greater storage capacity.
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 5th day of August, 2025.



 JEFF R. BRANICK
 County Judge





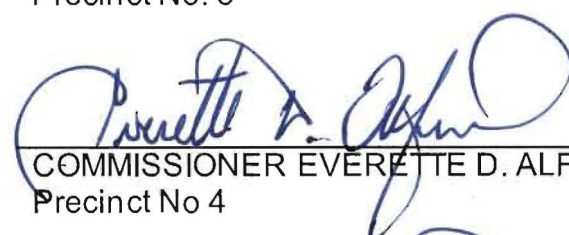
 COMMISSIONER BRANDON WILLIS
 Precinct No. 1



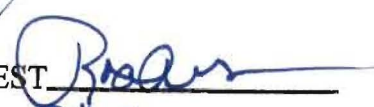
 COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3



 COMMISSIONER CARY ERICKSON
 Precinct No. 2



 COMMISSIONER EVERETTE D. ALFRED
 Precinct No 4

ATTEST 

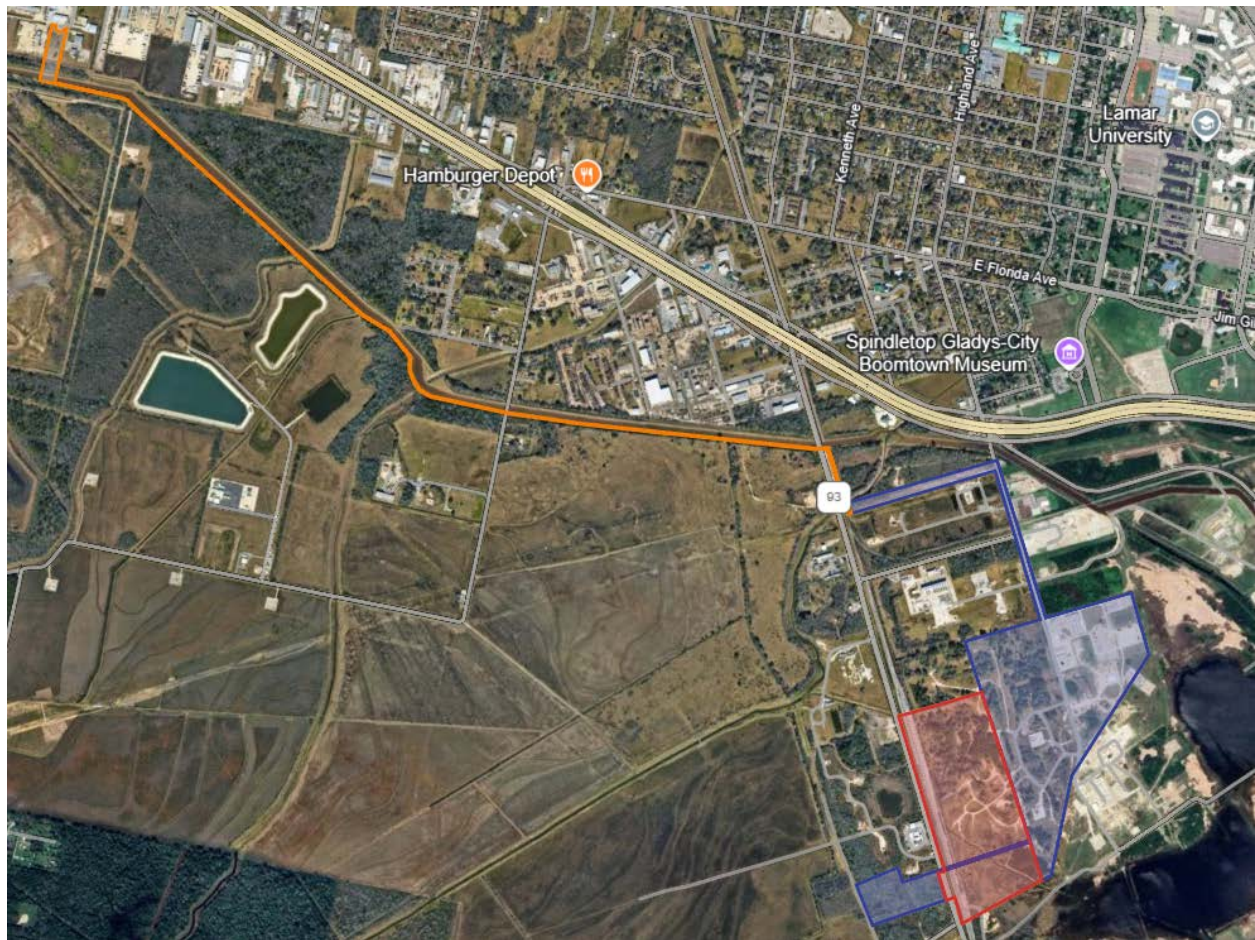
DATE 8/6/2025

AMENDED REINVESTMENT ZONE

BLUE – ORIGINAL REINVESTMENT ZONE

RED – ADDITIONAL CAVERNS

ORANGE – CONNECTION TO 3805 STONE OAK PARCEL (CONTROL ROOM/OFFICE)









type	latitude	longitude
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T	30.028203434	-94.088398473
T	30.028322528	-94.087935776
T	30.026260533	-94.086620258

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 27th day of may, 2025.


JEFF R. BRANICK
County Judge




COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER CARY ERICKSON
Precinct No. 2

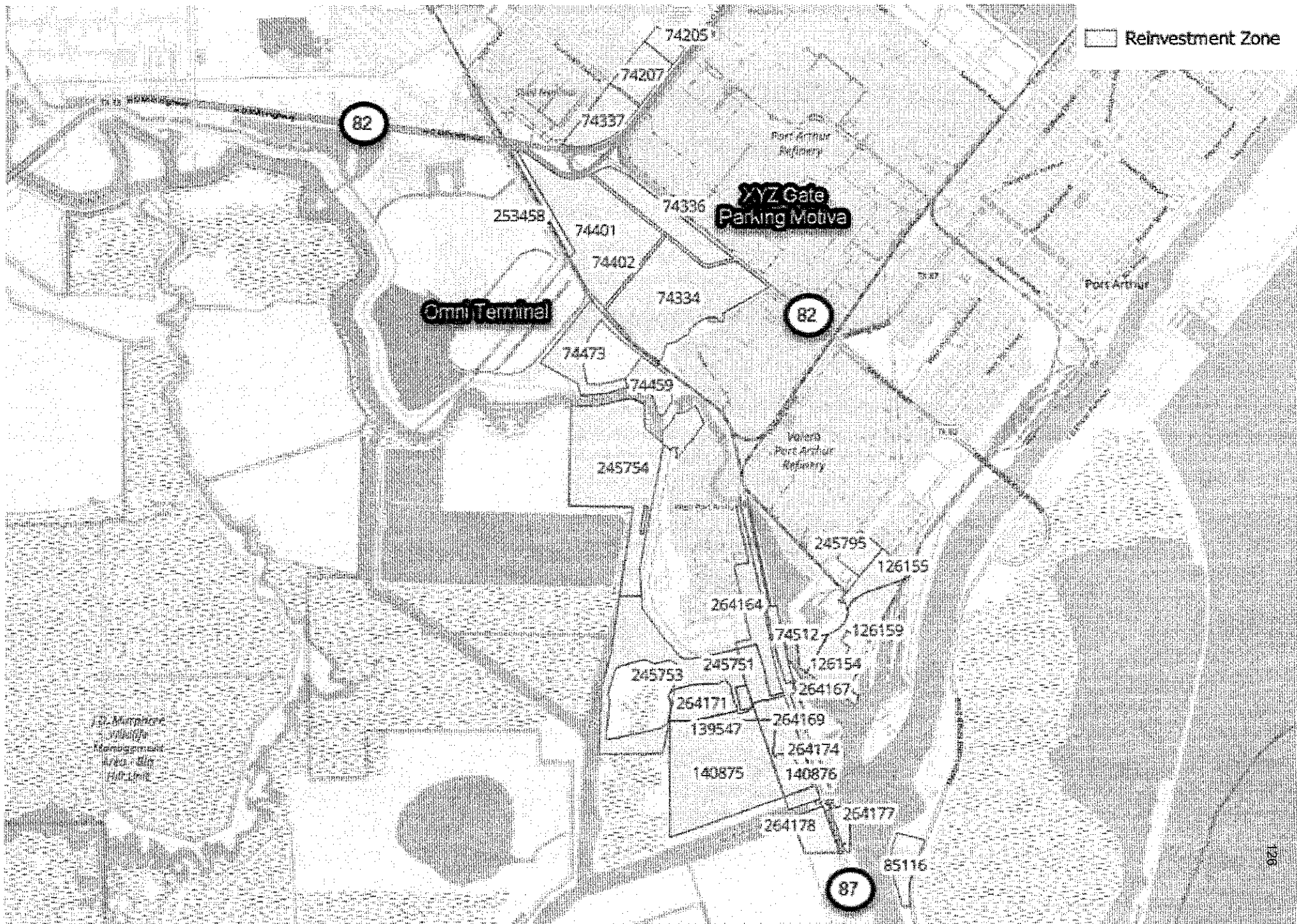

COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

Project Labrador Proposed Reinvestment Zone

Parcel Description

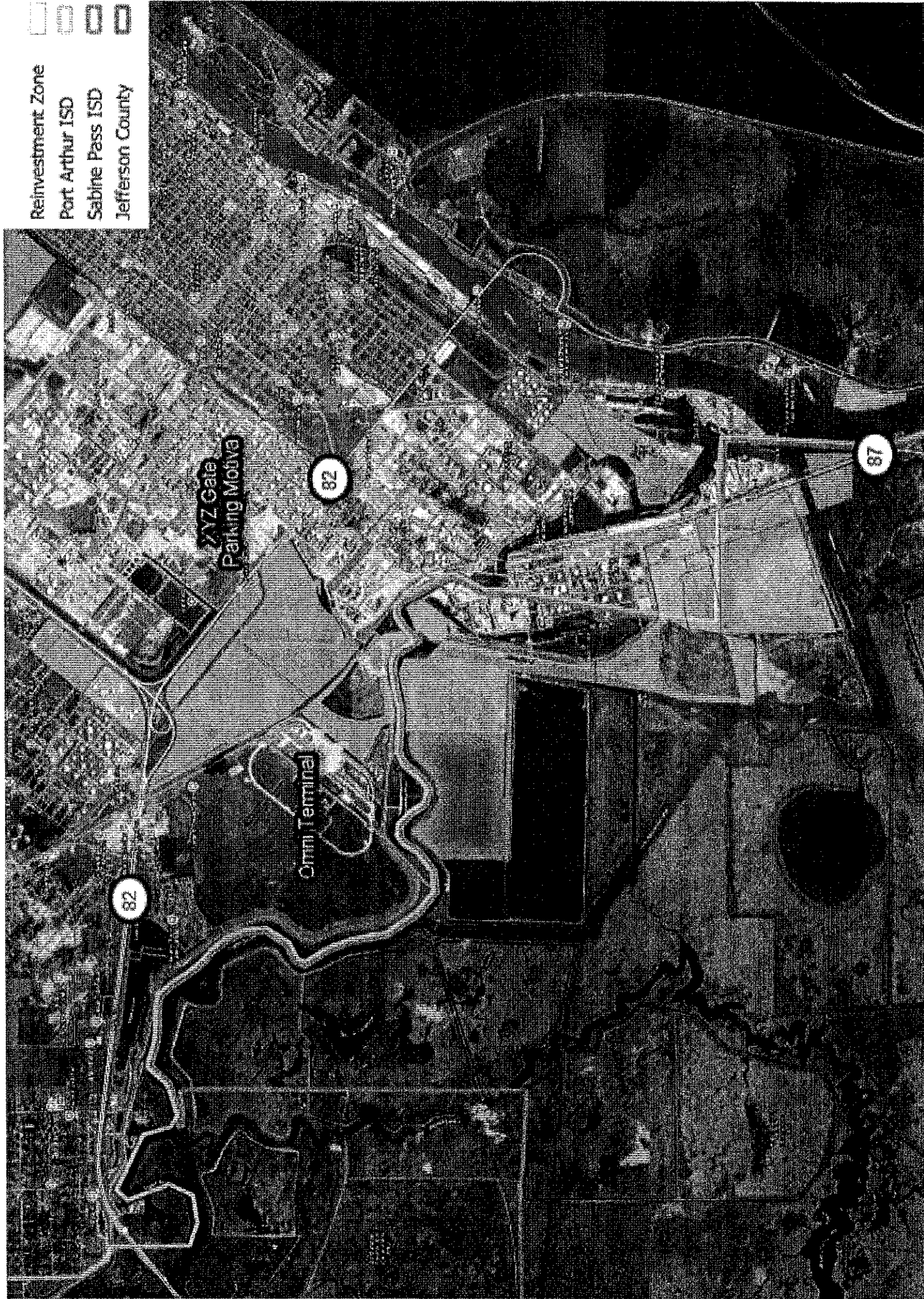
Prop ID	Geographic ID	Legal Description
253458	049400-000-064766-00000	PT TR 1-42 PT L4&5 BLK 7 RG Q PT L3 4 6&7 BLK 8 RG Q PT L1 BLK 7 RG R PALCO 16.617 AC
74401	049400-000-064765-00000	PT TR 1-42C(253.363AC) PT 5-8 BLK 6 RG Q;N PT 7 8 B6 RG R PT 1-8 B7 RG Q PT 1 B7 RG R PT 1 2 3 6 7 B 8 RG Q PALCO
74336	049400-000-061275-00000	TR 42-2(83.661AC)TR 59(.797AC) TR 15-D(4.109AC)TR71(3.230AC) =91.797AC PT 5 6 BLK 5; 3 4 5 6 BLK 6;3 4 5 6 BLK 7 ALL RG P
245754	300725-000-008001-00000	PT TR 7 105.017 AC 725 FRANKLIN BAKER #2 654 T&NO SEC 282 190.504 AC
74459	049400-000-066547-00000	TR 42-B (38.68AC) PALCO PT 2 3 4 6 7 BLK 5 RG R
245753	300725-000-008000-00000	PT TR 7 122.177 AC 725 FRANKLIN BAKER #2 ABST 250 T&NO RR SUR #121 PT TR 67 60.101 AC
245751	300250-000-018001-00000	ABST 250 T&NO RR SUR #121 TR 67 32.625 AC
74473	049400-000-066565-00000	TR 68A TR 68B PT 5-7 B5 RG R PT 2-7 TR 73A BLK 6 RG R PT 1 2 7 8 B6 TR 73B RG5 PALCO
74334	049400-000-061270-00000	TR 42-A(67.667AC) TR72-B(6.92) TR 66 (31.178AC) PT BLK 6 RG Q BLK 6 RG R BLK 5 RG P BLK 5 RG Q BLK 5 RG R PALCO
85116	053110-000-005200-00000	TR 31 & PT 27 PLEASURE ISLAND AB 71 JNO BENNETT 37.990AC (3.097AC IN EROSION)
264177	065560-000-001900-00000	TRACT 19 6.107 AC VALERO
264178	065560-000-002000-00000	TRACT 20 33.840 AC VALERO
245795	300061-000-003060-00000	ABST 61 B C ARTHUR SUR CHEV. TR 33-A2 28.036 AC
74205	049400-000-054423-00200	TR 2-37C (18.788AC) PT 1 BLK 8 RG O PALCO FOR IMPS SEE 049400-87011-8
74207	049400-000-054423-00400	TR 42-1 (50.825AC) PT LTS 2 3 4 BLK 8 RG O PALCO
74402	049400-000-064770-00000	TR 72-A (6.89AC) PT 5-8 BLK 6 RG Q PT 7 8 BLK 6 RG R PALCO
74337	049400-000-061280-00000	PT LT 5 B8 RG O & PT LTS 1-4 B8 RG P PALCO I#519900-000010 & 000050 TAX-ID 020050 59.410AC
126155	300009-000-004700-00000	LAND 142.684 JOHN BENNETT SURVEY I#507500-0000108&514100-2TO 70
126159	300009-000-004704-00000	LAND 85.890 JOHN BENNETT SURVEY
126154	300009-000-004600-00000	WM THAXTON SURVEY 12.338 AC
74512	049400-000-067690-00000	LAND TR 12

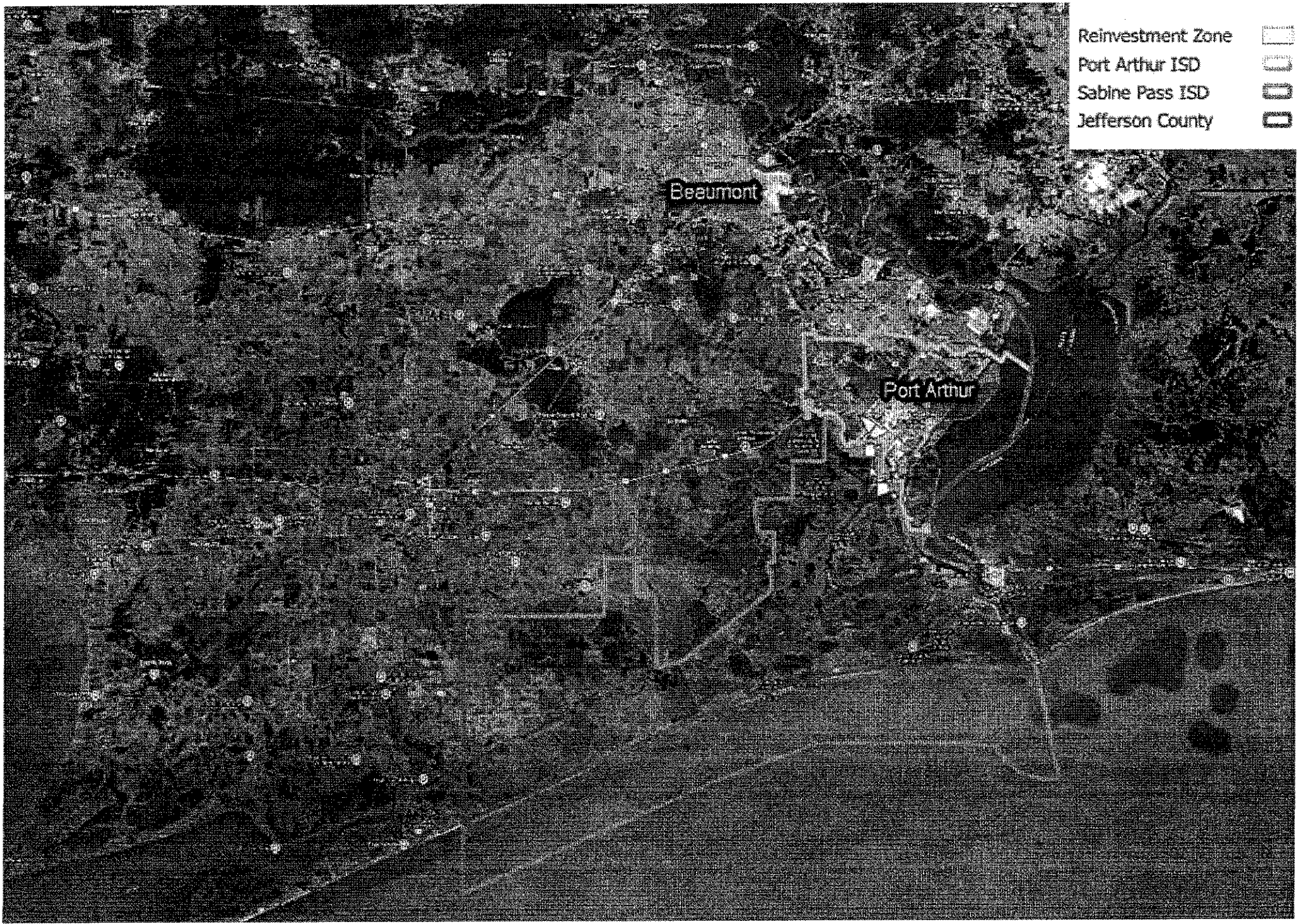
264164	065560-000-000600-00000	TRACT 6 38.722 AC VALERO
264167	065560-000-000900-00000	TRACT 9 2.110 AC VALERO
264174	065560-000-001600-00000	TRACT 16 35.764 AC VALERO
140875	300486-000-018000-00000	ABS 486 M BROUSSARD SUR TR 50 269.399 AC
264169	065560-000-001100-00000	TRACT 11 19.922 AC VALERO
139547	300250-000-016000-00000	ABST 250 T&NO RR SUR #121 TR 65 64.183 AC
264170	065560-000-001200-00000	TRACT 12 7.166 AC VALERO
264171	065560-000-001300-00000	TRACT 13 54.259 AC VALERO
140876	300486-000-018001-00000	ABS 486 M BROUSSARD SUR PT TR 50 31.729 AC





Reinvestment Zone
Port Arthur ISD
Sabine Pass ISD
Jefferson County







STATE OF TEXAS

§

§

COUNTY OF JEFFERSON

§

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter referred to as the "COUNTY"), and Crescent Bayou LLC (hereinafter referred to as the "OWNER").

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Energy Reinvestment Zone #1, the designation of which was implemented by the COUNTY by the Order dated May 27, 2025 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit A ("Description of Project") attached hereto and which will involve construction of an industrial scale facility focused on the production, conversion, transportation, storage, and export of low-carbon hydrogen and ammonia and related improvements (hereinafter referred to collectively as the "PROJECT"); and

WHEREAS, the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described as being partially within the limits of and partially within the extraterritorial jurisdiction of the City of Port Arthur, Texas, which has been designated by the Order of this Court, the legal description for which is attached hereto as Exhibit C ("Reinvestment Zone Order"). It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the

PROJECT, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final PROJECT, upon request of OWNER.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEXAS TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE ENERGY REINVESTMENT ZONE #1.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property to be located in the REINVESTMENT ZONE designated for economic development purposes.

“Abatement Period Notice” has the meaning given in Section 4.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the OWNER and/or its Affiliates within REINVESTMENT ZONE on January 1 immediately preceding the Effective Date. OWNER will, in consultation with the Jefferson County Central Appraisal District, provide the COUNTY with a list of the Jefferson County Central Appraisal District account numbers identifying the industrial realty improvements owned by the OWNER and/or its Affiliates and the taxable value thereof on January 1 immediately preceding the Effective Date for use in preparing the schedule to be attached as Exhibit A-1 (“Tax Abatement Schedule”) to this AGREEMENT before execution specifying the Base Year Value for all purposes of this AGREEMENT.

“Base Year”, for the parties to this AGREEMENT, is defined as the calendar year in which this AGREEMENT is executed (signed) by all parties hereto.

“Effective Date” has the meaning given in Section 4.

“Ineligible Property” is fully taxable and ineligible for the Abatement and includes (i) land; (ii) supplies; (iii) inventory; (iv) housing; (v) vehicles; (vi) improvements for the generation or transmission of electrical energy not substantially consumed (a) by facilities constructed within the REINVESTMENT ZONE or (b) for the purposes of providing critical services or materials to facilities constructed within the REINVESTMENT ZONE; (vii) any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility (for avoidance of doubt, improvements related to feedstock are integral to the operation of the facility); (viii) deferred maintenance on otherwise Eligible Property as of the Effective Date; (ix) property to be rented or leased; (x) property which has a productive life of less than ten years; or (xi) any other property for which the Abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, facilities, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Texas Tax Code.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the Effective Date. The OWNER may make such changes to the New Eligible Property as are, in its sole discretion, reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g., foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Prime Contractor” as used herein, shall mean, construction or EPC contractors engaged directly by OWNER to perform construction services for the PROJECT and vendors engaged directly by OWNER to supply significant equipment or materials or labor for use in construction of the PROJECT.

“Taxable Value” is determined by deducting from the Market Value (as defined in the Texas Tax Code) of all realty improvements and tangible personal property located in REINVESTMENT ZONE of OWNER and/or its Affiliates the amount of any applicable exemptions and abatements granted for that tax year.

“Completion” as used herein, shall mean, the successful commissioning and performance testing of the PROJECT and the attainment of reliable commercial operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time Job”, as used herein, shall mean a permanent full-time position that requires at least 1,600 hours of work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by or qualified to enroll in a group health benefit plan, and pays an average of \$64,647 (which is 110% of the annualized county average weekly wage for jobs in Jefferson County, as published by the U.S. Bureau Labor of Statistics for the Beaumont-Port Arthur Metropolitan Statistical Area for the 3rd quarter of 2024 or the most recent wage data available as of the Effective Date. Permanent position, as used herein, shall mean a long-term position with no predetermined end date.

“Local Labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County.

“Local Subcontractors” means businesses providing construction services which are located in or having a principal place of business in Jefferson County.

“Local Vendors” means equipment and material vendors or suppliers located in or having a principal place of business in Jefferson County.

“Payment in Lieu of Taxes”. If, during the Term of Abatement, any Federal or State law provides an additional county ad valorem tax exemption for the property that is already the subject of this AGREEMENT, OWNER agrees to decline that tax exemption during the Term of Abatement. If OWNER is unable to decline that tax exemption, OWNER agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

“Term of Abatement” has the meaning given in Section 4.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "**Effective Date**"). The term of the Abatement pursuant to this AGREEMENT shall be a period of ten (10) consecutive tax years beginning on January 1 of the tax year following Completion of the PROJECT, as specified by OWNER in a written notice to the COUNTY ("**Abatement Period Notice**"), unless sooner terminated pursuant to other provisions of this AGREEMENT ("**Term of Abatement**").

Construction of the PROJECT shall begin by the “Construction Commencement Date”, which shall be December 31, 2029. OWNER shall have the option to request, at least ninety (90) days prior to the then-current Construction Commencement Date, one-year extension(s) to the then-current Construction Commencement Date, with approval from the COUNTY of such request not to be unreasonably withheld or delayed.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive the Abatement with respect to a tax year listed on Exhibit A-1 (Tax Abatement Schedule), OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion, OWNER shall maintain a level of not less than 100 new Full-time Jobs (consisting of both direct employee jobs and contractor jobs), using headcount as of January 31 of each tax year during the Term of Abatement, relating to the PROJECT during the remaining Term of Abatement under this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT. In the event that such employment falls below 100 Full-time Jobs for total on site employment, the Abatement shall be reduced (or restored) proportionate to such employment decline (or increase) for the tax year in which such decline or increase occurs (provided that the Abatement shall never exceed 100% of the values on the Exhibit A-1 (Tax Abatement Schedule) per the example calculation cited below where:

A1 = initial Abatement \$\$

A2 = revised Abatement \$\$

E1 = 100 Full-time Jobs

E2 = revised employee count (as of January 31 of such tax year)

$A2 = A1 \times (E2/E1)$
- b. OWNER shall certify the requisite job levels annually to the COUNTY, within 60 days after the end of the first tax year following Completion and each tax year thereafter during the Term of the Abatement, that OWNER is in compliance with each applicable term of this AGREEMENT;
- c. OWNER shall construct the PROJECT with an estimated capital investment of at least US \$5 Billion;
- d. Make available to the COUNTY certain information concerning the Project procurement process, every quarter, during the construction phase of the PROJECT under the express understanding that OWNER is providing the COUNTY such contractor procurement information on a strictly confidential basis so as to maintain the integrity of the competitive procurement process and will provide this information in a format similar to that attached as Exhibit F.
- e. OWNER shall report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the Completion;
- f. OWNER shall include provisions in OWNER's contract(s) with its Prime Contractor(s) that requires such Prime Contractor(s) to:

- i. use commercially reasonable efforts to ensure that qualified Local Labor, Local Vendors, and Local Sub-contractors are given a timely opportunity to bid or make proposals with respect to contracts for the provision of supplies, goods and services (including construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the Term of Abatement. Such consideration shall be made in good faith without discrimination.
 - ii. give preference and priority to qualified Local Vendors, Local Subcontractors and Local Labor, all other factors being equal;
 - iii. provide reasonable notice and sufficient information regarding the PROJECT to qualified Local Vendors and Local Subcontractors to enable them to submit bids or proposals for materials or services in the initial procurement processes, including but not limited to PROJECT information provided in job fairs to be conducted by OWNER or on OWNER's behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.
- g. OWNER agrees to:
 - i. offer to assist qualified Local Vendors and Local Subcontractors in being added to any "Approved Vendor List" so that they are eligible for entering into subcontracts with OWNER's Prime contractor(s);
 - ii. offer to consult with chambers of commerce, local business associations, trade associations and other regional economic development organizations, and local workforce development organizations to identify local labor, vendors, suppliers and subcontractors;
 - iii. offer to host a trade show for Local Vendors and Local Subcontractors for the purpose of introducing them to OWNER and Prime Contractor(s) purchasing personnel and providing them with opportunities to showcase products and services to OWNER;
 - iv. offer to meet with local educational or vocational institutions and apprenticeship programs upon their request to discuss necessary training for the Local Labor force in advance of plant start-up; and
 - v. offer to provide information on a webpage advising Local Vendors and Local Subcontractors how to do business with OWNER in Jefferson County.
- h. OWNER shall report and certify to the COUNTY, quarterly the total number of dollars spent on Local Labor, Local Subcontractors and Local Vendors, as total and percentage compared to total dollars spent in connection with the PROJECT.

- i. Notwithstanding anything in Section 5, or elsewhere in this AGREEMENT, OWNER and its Prime Contractors shall not be obligated (i) to amend or otherwise change, or attempt to amend or otherwise change, any agreement to which OWNER is a party as of the Effective Date, or (ii) to hire or retain any person, or to award any contract for materials, supplies, equipment or services to any manufacturer, supplier, vendor, professional, contractor or subcontractor, unless, in OWNER's reasonable discretion, (A) such person is qualified, is willing to perform the work, and satisfies all of OWNER's normal standards for employment, and (B) such manufacturer, vendor, supplier, professional, contractor or subcontractor is qualified, financially sound, has an adequate safety record, is willing to perform the work, or provide the materials, supplies, equipment or services, in the time required and in a competitive manner, and, if applicable, is the best qualified responsive bidder who meets all the applicable bid specifications.
- j. OWNER will make all reasonable efforts and where applicable by Law to invoice purchases locally to ensure that sales/use taxes are credited to the benefit of Jefferson County, Texas. OWNER will make commercially reasonable efforts to include in the contracts with its Prime Contractors in relation to the PROJECT an obligation to make commercially reasonable efforts to invoice purchases locally to ensure that sales/use taxes are credited to the benefit of Jefferson County, Texas.

Additionally, in case the OWNER pursues lump sum contracts (as defined in Section 3.291(a)(8) of Title 34 of the Texas Administrative Code) with its Prime Contractors, the OWNER will not seek sales and use tax exemption for the eligible costs in accordance with Section 151.318 of the Texas Tax Code.

Furthermore, OWNER will consider obtaining a Texas Direct Payment Permit (DPP) in accordance with Section 3.288 of Title 34 of the Texas Administrative Code to remit use taxes on taxable purchases of supplies and services related to the ongoing operation and maintenance of the PROJECT (for avoidance of doubt, not construction) directly to the State of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects limited, sales, excise and use taxes for both state and local tax jurisdictions. The State is responsible for distributing the local taxes it collects to the applicable local jurisdiction.

The OWNER will provide the COUNTY on a quarterly basis, within 30 days, copies of invoices issued by Prime Contractors to the OWNER as evidence of sales taxes paid to Prime Contractors in relation to the PROJECT under the express understanding that OWNER is providing the COUNTY such copies of invoices on a strictly confidential basis as it is commercially sensitive information.

- k. OWNER will not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to

work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and

- I. OWNER shall include provisions in OWNER's contract(s) with its Prime Contractor(s) that requires such Prime Contractor(s) to:
 - i. Use commercially reasonable efforts to encourage and promote the utilization of businesses identified in Texas Statute Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298 ("Encouraged Texas Business") by the Prime Contractors engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the Term of Abatement by providing such qualified businesses with a timely opportunity to bid or make proposals with respect to contracts for supplies, goods, and services (including constructing services, e.g. piping, electrical, civil, fabrication), and
 - ii. Provide reasonable notice and information regarding the PROJECT to Encouraged Texas Businesses to enable them to submit bids or proposals for materials or services in the initial procurement processes, including but not limited to PROJECT information provided in job fairs to be conducted by OWNER or on OWNER's behalf by local, regional or state workforce development organizations or agencies in connection to the PROJECT.
- m. OWNER agrees to:
 - i. offer to assist qualified local Encouraged Texas Businesses in being added to any "Approved Vendor List" so that they are eligible for hiring by OWNER's Prime contractor(s);
 - ii. offer to consult with chambers of commerce, local business associations, trade associations and other regional economic development organizations to identify Encouraged Texas Businesses;
 - iii. offer to host a trade show for Encouraged Texas Businesses for the purpose of introducing them to OWNER and Prime Contractor(s) purchasing personnel and providing them with opportunities to showcase products and services to OWNER;
 - iv. offer to provide information on a webpage advising Encouraged Texas Businesses how to do business with OWNER in Jefferson County.
- n. Following at least seven days written notice to OWNER, OWNER will provide reasonable access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made

according to the specifications and conditions of this AGREEMENT. Any such inspection must comply with the facility's safety training and PPE requirements and other safety and security procedures and guidelines.

6. VALUE OF ABATEMENT

For each tax year under this AGREEMENT, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on Exhibit A-1 (Tax Abatement Schedule).

The Abatement during each tax year covered by this AGREEMENT shall be the value attributable to the New Eligible Property multiplied by the respective percentages in the Exhibit A-1 (Tax Abatement Schedule, adjusted by the Base Year Value as set forth in Section 9.

7. QUARTERLY MONITORING MEETINGS

OWNER shall, if requested by the COUNTY, hold quarterly monitoring meetings with the County Judge, County Commissioners, or their designee(s), who shall be allowed to attend such annual monitoring meetings on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER will provide the COUNTY, if requested in writing, with quarterly reports which summarize procurement of services, equipment and labor utilized in construction in accordance with Section 5(d) of this AGREEMENT.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of Eligible Property (excluding New Eligible Property) as determined each year shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2025 (year of Effective Date), which is immediately

preceding Effective Date as set forth on attached Exhibit B ("Base Year Property"), and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1 of any tax year listed on Exhibit A-1 (Tax Abatement Schedule) the Taxable Value is less than the Base Year Value, then the Abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value is less than the Base Year Value, except that no such reduction of OWNER's Abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its ad valorem taxes on Eligible Property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Section 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentage if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any tax year under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the Exhibit A-1 (Tax Abatement Schedule) shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in COUNTY tax revenue during the Term of Abatement which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a local property tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced

by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

a. Events of Default: During the Term of Abatement, the COUNTY may declare a default hereunder by OWNER if (i) OWNER fails to attain Completion, (ii) OWNER refuses or neglects to comply with any of the terms of this AGREEMENT in any material respect, (iii) any representation made by OWNER in this AGREEMENT is false or misleading in any material respect, or (iv) OWNER allows its property taxes on the PROJECT owed to the COUNTY to become delinquent, unless OWNER has timely and properly followed the procedures for the protest, appeal and/or contest of such taxes, subject to the Cure Period as further described in the subsection below.

b. Notice and Cure: if the COUNTY declares OWNER to be in default of this AGREEMENT, the COUNTY shall notify OWNER in writing within a reasonable time after discovery of the alleged default and prior to the end of the Term of Abatement, and if such default is not cured within sixty (60) days from the date of such notice (such sixty (60) day period, or such longer period as is provided for in this Section 11(b), is referred to herein as the "**Cure Period**"), then this AGREEMENT may be terminated or modified; provided, however, that if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within such sixty (60) day period, the Cure Period shall be deemed extended if OWNER (i) shall promptly, upon the receipt of such notice, advise the COUNTY of OWNER's intention to institute all steps necessary to cure such default, and (ii) shall thereafter proceed to use commercially reasonable efforts to cure such default.

c. Termination: If after notice of default and failure to cure, the COUNTY terminates this AGREEMENT, it shall provide OWNER written notice of such termination. If OWNER believes that such termination was improper, OWNER may file suit in Jefferson County District Court appealing such termination.

d. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (i) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (ii) explosions and fires; (iii) strikes and lockouts; (iv) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (v) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (vi) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that Force Majeure Event does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements described in Exhibit A of this AGREEMENT, the COUNTY shall be entitled, within one year of when such event of default occurs, to issue a notice of recapture to OWNER in order to recapture the value of any taxes previously abated in the year in which such event of default occurs. For example, if the value of the abatement granted pursuant to this AGREEMENT in the 2041 tax year is \$13,000,000 and the COUNTY terminates the AGREEMENT with the OWNER in 2041 under Section 11, then the OWNER shall pay the COUNTY \$13,000,000. The COUNTY shall be responsible for the calculation of the value of the abatement achieved pursuant to this AGREEMENT and shall include in the notice details of the calculation of the recapture payment. The OWNER shall pay such recapture payment of abated taxes within thirty (30) days of notice receipt, together with all penalties and interest required by the Texas Tax Code. If the COUNTY terminates the AGREEMENT with OWNER under Section 11 during a period within the applicable year before the value of the abatement pursuant to this AGREEMENT is achieved by the OWNER in the applicable year, then the COUNTY is not entitled to recapture any abated taxes.

13. TERMINATION

OWNER shall have the right to terminate this AGREEMENT at any time upon thirty (30) days' written notice to the COUNTY.

14. AMENDMENTS TO AGREEMENT: WAIVERS

This AGREEMENT may not be modified or amended except by an instrument or instruments in writing signed by all of the Parties. Waiver of any term, condition or provision of this AGREEMENT by any Party shall only be effective if in writing and shall not be construed as a waiver of any subsequent breach of, or failure to comply with, the same term, condition or provision, or a waiver of any other term, condition or provision of this AGREEMENT.

15. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written notice of such assignment, and approval from COUNTY which shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COUNTY to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations. In the event of a partial assignment by OWNER to a new owner or lessee of

all or any portion of the land and/or the PROJECT, the COUNTY shall enter into a substantially similar agreement to this AGREEMENT with the assignee.

16. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

17. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns.

18. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER:	Crescent Bayou Project Manager Chevron New Energies 1500 Louisiana Street Houston, Texas 77002
With a copy to:	Property Tax Department Chevron U.S.A. Inc. 1400 Smith Street Houston, Texas 77002 uspropertytax@chevron.com
COUNTY:	Hon. Jeff R. Branick, County Judge Jefferson County Texas P.O. Box 4025 Beaumont, Texas 77704 (409) 835-8466 (409) 839-2311 (facsimile)
With a copy to:	Ms. Kathleen Kennedy, Chief Civil Attorney Criminal District Attorney

1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

19. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

20. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of this AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

21. APPLICABLE LAW AND VENUE

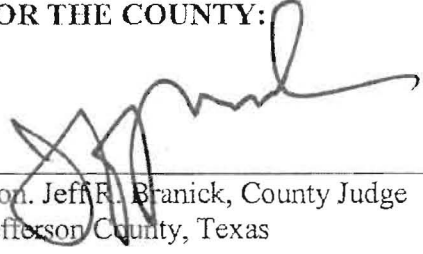
This AGREEMENT is made and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

22. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 5 day of Aug, 2025.

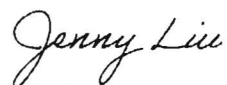
FOR THE COUNTY:



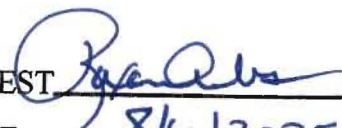
Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



FOR OWNER:



Jenny Liu
Vice President, Crescent Bayou LLC

ATTEST 

DATE 8/6/2025

EXHIBIT A “Description of Project”

The proposed PROJECT is a construction of industrial facility to produce lower-carbon hydrogen and ammonia using autothermal reforming, ammonia synthesis and carbon capture technologies. Significant components of the facility would include hydrogen and ammonia plants, ammonia pipeline, storage and marine terminal and related facilities.

EXHIBIT A-1 “Tax Abatement Schedule”

(Exact tax years are subject to Abatement Period Notice from OWNER to COUNTY)

Project Year	Projected Tax Year	Abatement Percentage
1	2033	100%
2	2034	100%
3	2035	100%
4	2036	100%
5	2037	100%
6	2038	100%
7	2039	100%
8	2040	100%
9	2041	100%
10	2042	100%

EXHIBIT B “Base Year Property”

This Base Year Value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Central Appraisal District.

EXHIBIT C “Reinvestment Zone Order”

EXHIBIT D “Jefferson County Abatement Policy”

It is understood and agreed that all abatement agreements granted herein conform to this abatement policy and to the Texas Tax Code. In case of discrepancy, terms of this AGREEMENT shall prevail.

EXHIBIT E “Affiliates of OWNER”

(This Exhibit is Not Applicable)

EXHIBIT F “Template Quarterly Report During Construction Phase”

PROJECT:

PERIOD:

- 1) Total number of dollars spent on Local Labor, Local Subcontractors and Local Vendors (as defined in the Tax Abatement Agreement), as total and percentage compared to total dollars spent in connection with the PROJECT:
 - a) Total dollars spent on Local Labor, Local Subcontractors, and Local Vendors during reporting period: _____
 - b) Dollars spent on Local Labor, Local Subcontractors, and Local Vendors as a percentage of total dollars spent during reporting period: _____
- 2) Provide summary description of procurement of services, equipment and labor utilized for the PROJECT (Categorize by work/service type and report by category):
 - a) General project site services (e.g., trash collection, security, traffic management, etc.)
 - b) Construction subcontractors
 - c) Specialty construction services (e.g., hydro-excavation, line cleaning, etc.)
 - d) Construction materials & consumables (e.g., bulk and consumable materials, material logistics, etc.)
- 3) Describe steps taken to ensure that qualified Local Labor, Local Vendors, and Local Sub-contractors were given a timely opportunity to bid or make proposals with respect to contracts for the provision of supplies, goods and services in connection with construction of the PROJECT.
- 4) Describe steps taken to encourage and promote the utilization of Encouraged Texas Businesses (as defined in the Tax Abatement Agreement) with respect to contracts for the provision of supplies, goods and services in connection with construction of the PROJECT.

NOTE: This Quarterly Report is proprietary and confidential. Furthermore, this Quarterly Report contains confidential, business sensitive, and proprietary information subject to disclosure exceptions (including trade secret, commercial, and financial information) under the Texas Public Information Act and any similar freedom of information act. No part of this Quarterly Report may be disclosed or reproduced by any means or technology or otherwise used without the prior written consent of OWNER

MEMORANDUM OF UNDERSTANDING & MUTUAL AID AGREEMENT

Between

Jefferson County

And

Grace Community Church

This Memorandum of Understanding (MOU) and Mutual Aid Agreement between the Jefferson County and Grace Community Church, 220444 Burrell-Wingate Rd., Beaumont, TX 77705 is entered to pursuant to Texas Government Code Chapter 418, Texas Government Code for the purpose of providing a shelter of last resort for citizens of Jefferson County during times of disaster; and

Whereas, the Jefferson County, Texas is authorized to enter into mutual aid agreements and memoranda of understanding with other government entities, the private sector, and private, non-profit entities to ensure an expedient, effective, and coordinated response to any natural or man-made disaster; and

Whereas in the event of an emergency event in Jefferson County, Texas, local and regional associated resources will be quickly committed to providing the necessary shelter and supporting strategies to effectively respond to a potential evolving event or to support the response to an actual event; and

Whereas the existing local and regional infrastructure will also be compromised due to lack of adequate staff, equipment, and facilities to support and provide immediate shelter for person who were not able to evacuate; and

Whereas, Grace Community Church has previously graciously provide shelter and food for those who could not evacuate; and

Now therefore, the parties agree as follows:

1. Grace Community Church will open its church facility, subject to availability, as soon as practical upon the Declaration of Disaster in Jefferson County to receive and provide a shelter of last resort for persons, for only the residents living in Fannett, Labelle, Cheek and Hamshire, who could not evacuate to find shelter at First Baptist Church in Fannett; and
2. Will continue to provide shelter until those being sheltered choose to leave and until those remaining can be transported to a longer term shelter; and
3. Those being sheltered will understand that Grace Community Church will be unable to provide medical care for those requiring medicine or medical support devices and
4. Grace Community Church will not provide shelter to pets within the church facility; and

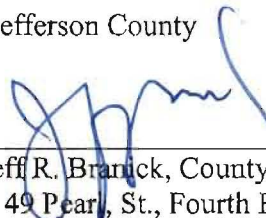
5. Persons receiving shelter must abide by the instructions of the church personnel and conduct themselves to live peacefully with others or they will be required to leave; and
6. Grace Community Church will not provide transportation to those being sheltered; and
7. Those seeking shelter at the church must bring their own clothing and person care products; and
8. Grace Community Church will rely upon the materials and resources available to them during the time they are providing shelter and agree that Jefferson County has not made any promises or representation that the County will be able to support the church physically or financially; and
9. Grace Community will have the right to close its facility, at their discretion, at any time;

Grace Community Church



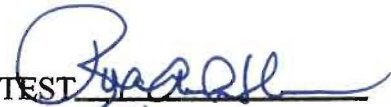
Pastor, Mike Parise
22044 Burrell Wingate Rd.
Beaumont, TX 77705
Church: 409-794-2770
Cell: 409-550-5824

Jefferson County



Jeff R. Brantick, County Judge
1149 Pearl St., Fourth Floor
Beaumont, TX 77701
409-835-8466



ATTEST 

DATE 8/6/2025

Interlocal Coopertion Contract

This Interlocal Cooperation Contract (ILC) is entered into, under the authority of Sec. 791, Texas Government Code, between Jefferson County (Lessor) and the Texas Division of Emergency Management (Lessee) for the temporary lease of Doggett Park during the mobilization due to threat of Imminent disaster posed by Tropical Storms, Hurricanes and other disasters.

1. Lessor's Services and Costs

- A. Lessor will temporarily lease Doggett Park to Lessee for the use of Texas' first responders and state resources.
- B. The not-to-exceed amount of the ILC is \$250,000.00.
- C. The rate is \$3,945.00 per day of use.

2. Lessee's Responsibilities

- A. Lessee will be responsible for all out-of-pocket expenses associated with the mobilization due to the threat of imminent posed by _____.
- B. Lessee will be responsible for any damage to the facility and its property including the use of tape, tacks, nails, staples or adhesives on walls, ceilings or floors as a result of the mobilization.
- C. Lessee is to pay for, at their expense, any damage to the Doggett Park property that is caused by Lessee's use of the property under this agreement. This provision is agreed to by the parties as not to be controlled or capped by the Texas Tort Claims Act for property damage.
- D. Lessee's liability for personal injury caused by their use of the property under this agreement is controlled by the Texas Tort Claims Act, Texas Civil Practice & Remedies Code, Chapter 101.

3. Termination

This Contract terminates when the mobilization due to the threat of imminent disaster caused by _____ has ended.

4. Amendment

The parties may amend this Contract by mutual written agreement.

By: _____
TDEM Representative

Date: _____



County Judge, Jefferson County

Date: 8-5-2025

ATTEST

DATE

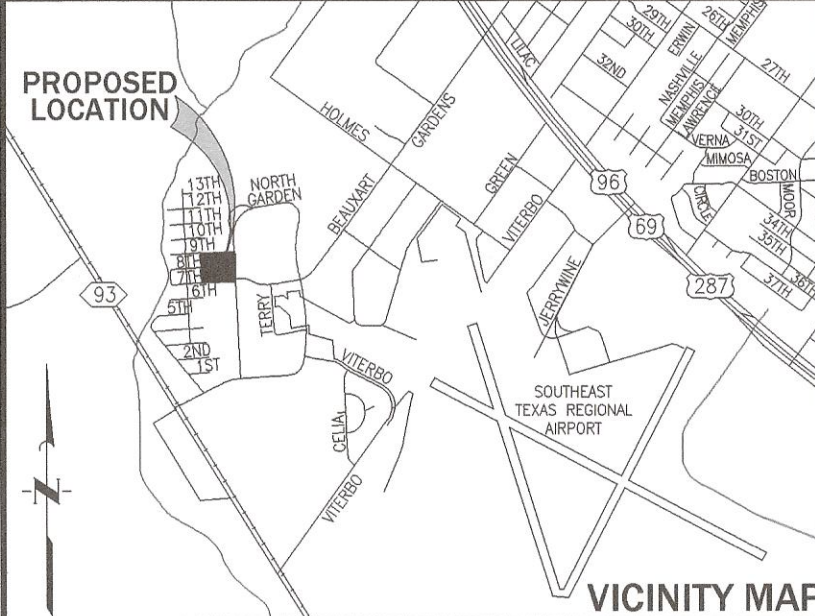
8/6/2025

REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)				
TYPE OF FACILITY	USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)	USAGE RATE-GALLONS PER DAY (WITH WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-2 BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428.57	180	5142.86
SINGLE FAMILY (3-4 BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571.43	240	6857.15
SINGLE FAMILY (4-5 BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714.29	300	8571.43
SINGLE FAMILY (5-6 BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857.14	360	10285.72
SINGLE FAMILY (6-7 BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000.00	420	12000.00

LEGEND & ABBREVIATIONS

FND FOUND
POB POINT OF BEGINNING
JCOPR JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
● FOUND PROPERTY CORNER (AS LABELED)
■ SET 5/8" IRON ROD (WITH CAP "JAMA GROUP")

TRACT 8-A
REPLAT OF LOT 8
BEAUXART GARDENS
ADDITION
VOLUME 16, PAGE 176
JEFFERSON COUNTY MAP RECORDS



SOW 25-042/DC

Security Consulting Statement of Work

PREPARED FOR JEFFERSON COUNTY
JULY 28, 2025



Statement of Work

Network and Wireless Pen Test

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Executive Summary

The CBTS Security Consulting approach has been proven in a wide variety of industries and for Clients of all sizes. We work with you up front to ensure the scope and depth of work is well understood to properly size the engagement. Whether you are performing a strategic risk or technology assessment for the first time, or looking to adjust existing infrastructure to better suit your current business needs, you want rapid results that identify areas of concern in order to focus ongoing improvement efforts.

While CBTS assessments all follow a consistent approach, each is tailored to meet your specific needs. Assessments can focus on broad areas such as overarching policy and program areas or may be targeted to unique strategies, infrastructure or web applications. CBTS devotes our certified information security consultants, each with focused fields of expertise, to provide you a blended engineering approach that best meets your unique requirements across all security domains.

Each of our assessments is based on vendor and industry best practices. Our assessment methodology is built on NIST's SP800-115, their Technical Guide to Information Security Testing & Assessment. Commonly referenced standards include publications from ISO, NIST, CISA, OWASP, and CIS. From these standards, our team derives a set of functional categories considered the most important areas for the specific assessment and will serve as the foundation for its analysis.

The assessment team is composed of trained experts in the information security field, with experience not only in security assessments and penetration testing, but software development, reverse engineering, threat intelligence, forensics, and incident response. Our consulting team continually participates in technical training, attends and presents at conferences, and holds a variety of security certifications, degrees, and credentials from some of the industry's top training programs.

While working closely with its clients, CBTS consultants utilize a variety of open-source and commercial tools and techniques to gather pertinent data about the target and then diligently analyze the results to hone in on the most significant issues of concern.

We provide a concise report that focuses on the actionable findings that are prioritized by severity, along with associated recommendations for improvement. Every CBTS Security Consulting report contains the technical detail for an operations team to understand and remediate, plus a high-level executive summary to communicate the results effectively to leadership. The team is also willing and available to discuss all areas addressed and the specifics of each finding with you to ensure you get the most out of our collaborative effort.

1. Scope of Services

This Statement of Work for a Security Consulting Engagement (this "SOW"), entered into between CBTS and Jefferson County ("Client"), is incorporated into and made a part of the CBTS Master Services, Products and License Agreement ("Master").

Client has engaged CBTS to perform a third-party security consulting engagement with their organization, defined as in scope below. This engagement will be fully coordinated and scheduled with the appropriate Client contacts.

Client authorizes CBTS to perform the following tasks ("Services") for this engagement:

- Penetration Test Suite
- Wireless Network Security Assessment

At the completion of this activity, CBTS will deliver a final report. While differing in content, each report will include:



1.1 Penetration Test Suite

CBTS will perform a penetration test against Client's computing environment. A list of target hosts for each scenario will be provided by Client. This assessment will simulate attacker activity, in an attempt to identify flaws in operating systems and application software, and issues with configuration that could allow an attacker to gain unauthorized access to data and systems. This simulation will include reconnaissance work, to discover target systems and applications; scanning, to catalogue vulnerabilities; and exploitation and pivoting, to obtain control over target systems, explore the environment, and ultimately try to access sensitive data.

Each of the penetration test scenarios will reflect a likely attack vector pursued by one of the modern threats that Client can expect to confront, and will help Client evaluate their resiliency against the attack and pinpoint risk mitigation strategies and defenses.

The CBTS team will perform testing using the following scenarios:

- **Scenario A:** *External attacker, using a phishing attack linking to a malicious website, with target addresses to be collected using Open Source Intelligence data collection techniques. **Total testing and reporting time: four (4) days.***
- **Scenario B:** *External attacker, using network-based exploitation of operating systems and listening services, with Client providing target hosts and applications to be tested. **Total testing and reporting time: three (3) days.***
- **Scenario C:** *Internal attacker, with a working backdoor on an end-user workstation, with CBTS providing Client a testing machine, and Client providing CBTS internal network access from the end-user segment, as well as remote access to testing machine if needed. **Total testing and reporting time: eight (8) days.***

The following are the key project activities needed to complete **Scenario A:**

- Develop phishing campaign content and validate with Client.
- Perform phishing campaign as scheduled from the Internet.
- Using access gained in phishing campaign, perform exploitation against internal targets and document findings.

The following are the key project activities needed to complete **Scenario B:**

- Perform external reconnaissance as scheduled from the Internet and validate targets with Client.
- Perform vulnerability identification against authorized targets as scheduled from the Internet.
- Select targets for exploitation and confirm with Client.
- Perform exploitation against targets and document findings.

The following are the key project activities needed to complete **Scenario C:**

- CBTS prepares test workstation and works with Client IT operations staff to place the workstation in a user segment. Client provides CBTS with onsite access or remote access to test workstation.
- Select targets for exploitation and confirm with Client.
- Perform exploitation against targets and document findings.

Following all testing, these key project activities will complete the assessment:

Statement of Work

Network and Wireless Pen Test

- Collect results, analyze, and prioritize the discovered issues based on the Client's stated goals, threats, and environment.
- Document results of analysis and prepare a report with explanations and recommendations for remediation.
- Present report to Client and review together, highlighting significant findings.

1.2 Wireless Network Security Assessment

CBTS will perform a wireless site survey of Client's main location. The assessment team will conduct reconnaissance to catalog the coverage of and access to Client wireless networks, including their encryption strategies, within the facility and surrounding area and compare/contrast this to authorized wireless APs as identified by Client. Any rogue or misconfigured APs will be logged and any weak encryption will be noted.

Total testing and reporting time: two (2) days.

CBTS will also perform a vulnerability assessment of the Guest wireless infrastructure, to probe for access to protected resources and data accessible from this network. When finished, the assessment team will assemble findings into a report that highlights found vulnerabilities, as well as any data or access obtained.

The following are the key project activities needed to complete the wireless assessment:

- Review and verify assessment strategy with Client, including target hosts, attack vectors in scope, rules of engagement, and specific goals.
- CBTS prepares test workstation and works with Client IT operations staff to place the workstation in a user segment. Client provides CBTS with onsite access or remote access to test workstation.
- Perform penetration testing of the production and guest wireless networks.
- Document results of analysis and prepare a report, highlighting findings and detailing recommendations for remediation.

1.3 Client Responsibilities

The following signed documents are required before engagement kick-off:

- Master Services & Products Agreement (Master)
- Statement of Work (SOW)

Client responsibilities and other requirements necessary for the successful completion of this effort:

- Contact information for Client staff
- Access to appropriate materials and resources related to Client's technology – accurate network diagrams, system configuration documentation, security policies and other related documentation
- Suitable work space in the form of office/cubes/lab to accommodate CBTS consultants
- Access to Client's infrastructure and systems as required
- Building and facility access during normal business hours in accordance with Client's security standards

Statement of Work

Network and Wireless Pen Test

When providing CBTS a list of their public-facing network spaces with which CBTS will be interacting, it is also Client's responsibility to ensure the list contains *only network spaces that are fully owned and operated by their organization*. Client must submit documentation to CBTS demonstrating this ownership before the work in this SOW will begin.

Statement of Work

Network and Wireless Pen Test

2. Project Charges, Charges, Change Orders, & Timeframe

2.1 Professional Fees

Based on CBTS' understanding of Client's needs, we are confident that we possess the business and technical qualifications to execute this project successfully. Below you will find our proposed professional fees ("Professional Fees") and Timeframe for this engagement.

Upon authorization CBTS will invoice the cost of the engagement as it is completed and the findings are delivered to the Client. Payment is based on terms set forth in the Master.

FEES & EXPENSES	
SERVICE(S)	Fee
PENETRATION TEST SUITE: SCENARIO A	\$7,680
PENETRATION TEST SUITE: SCENARIO B	\$5,760
PENETRATION TEST SUITE: SCENARIO C	\$16,135
WIRELESS NETWORK SECURITY ASSESSMENT	\$3,840
TOTAL	\$33,415

2.2 Travel Expenses/Other Costs

In addition to the professional fees set forth above, Client shall compensate CBTS for all travel-related expenses incurred by or on behalf of CBTS employees or consultants in order to perform the Services. These expenses may include, but are not limited to, airline flights, mileage, hotel, and food expenses. Payment/reimbursement for other pre-approved costs (e.g., third party software licenses) shall also be invoiced.

2.3 Change Orders

In the process of a project, additional work, hardware, software, or other items, may need to be added because they were not accounted for in this SOW, or because Client makes changes based on his/her own desires or at the suggestion of CBTS.

CBTS will provide a Change Order for Client review and signature before any additional items are added to the Statement of Work to be invoiced to Client.

A CBTS Change Order will specifically state the work, software or other items to be added to the SOW to be invoiced. Included with the Change Order will be a brief explanation of the requirement and the additional service required to complete the change. Both the Client and CBTS will be required to sign the Change Order before Client can be invoiced.

2.4 Timeframe

This Statement of Work shall be effective upon receipt of a signed original SOW by an authorized Client representative. The services shall be scheduled to start at the time requested by Client, upon the receipt of the signed project documents listed in the Client Responsibilities section above.

Statement of Work

Network and Wireless Pen Test

2.5 Billing / Invoices

CBTS will send invoices to the following Accounts Payable Contact:

Name:

Address:

City /State/Zip:

Telephone/Email:

2.6 Payment Terms

The County will comply with Texas Law regarding payments. The County is tax exempt and will provide a tax exemption certificate to CBTS.

3. [RESERVED]

4. General Provisions

4.1 Consent to Access

By engaging CBTS to perform these Services, Client acknowledges that it has the authority to order or consent to and shall inform all proper parties to CBTS gaining access to its computers, systems, telecommunications devices and networks, facilities and information by various means, including, but not limited to, network and application testing and exploitation, phishing, other covert activities, and/or violation of Client's security policies and procedures, and no such activities shall be considered unauthorized access or an attempt to gain unauthorized access for purposes of any applicable federal, state or local laws, whether civil or criminal, including but not limited to claims for violations of property trespass, breaking and entering, privacy laws and 18 USC 1030.

In the event local police, sheriff, FBI, FTC, or other governmental agency (collectively, the "Authorities") should detain or question CBTS in any manner during the course of its Services being provided under this SOW, Client agrees, Client agrees to not file a complaint with the Authorities for the activities under this SOW and to verify to the Authorities that CBTS had authorization to perform the activities within the SOW..

4.2 Sub-contractors

CBTS may subcontract any or all of the Services to be performed under this SOW provided, however, that CBTS will remain responsible for the performance of such subcontractors and their adherence to this SOW.

4.3 Hierarchy

The following order of precedence shall be applied in the event of conflict or inconsistency between provisions of the components of this engagement: (i) this SOW; (ii) the Project Plan; (iii) the Master. Thus, the SOW shall prevail over any conflict or inconsistency between the SOW and the Project Plan or the SOW and the Master; and the Project Plan shall prevail over any conflict or inconsistency between the Project Plan and the Master.

4.4 Governing Law & Venue

This Agreement shall be governed by and administered and interpreted under the laws of the State of Texas, without regard to any conflict of laws provisions. Venue for any action, cause or action, or proceeding under this Agreement, lies exclusively in the State or Federal District Court located in Jefferson County, Texas.

4.5 Disclaimer

Client acknowledges that the performance of Services by CBTS does not guarantee that Client will not experience a security incident, or a breach of data, systems, or facilities.

Statement of Work

Network and Wireless Pen Test

5. Acceptance and Authorization

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their respective duly authorized representatives as of the dates set forth below:

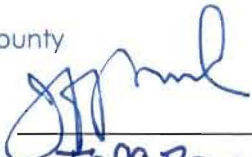
Jefferson County

Signature:

Print Name:

Title:

Date:


Jeff Branick
County Judge
08/05/2025

CBTS Technology Solutions, LLC.

Signature:

Print Name:

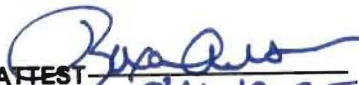
Title:

Date:

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RYAN HAMRICK
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RYAN HAMRICKDirector of Security PracticeJul 31, 2025

ATTEST
 DATE


8/6/2025



Failure to properly label, identify and segregate any Proprietary Information in the application or other submitted information may result in all such information or material being disclosed as public information.

Unless specifically exempt from disclosure under the PIA, all applications and materials submitted under this program are subject to release under the PIA.

Conflict of Interest

The Applicant is required to disclose any existing or potential conflicts of interest relative to this grant program. Failure to disclose any such relationship may result in the Applicant's disqualification or termination of any resulting grant agreement.

General Compliance Information

1. Grantees must comply with WS's reporting requirements and financial procedures outlined in the grant agreement. Any delegation by the Grantee to a subcontractor regarding any duties and responsibilities imposed by the grant award must be approved in advance by WS and shall not relieve the Grantee of its responsibilities to WS for their performance.
2. All grant awards are subject to the availability of funds appropriated and authorized by the Texas Legislature.
3. Grantees must remain in full compliance with state and federal laws and regulations. Non-compliance may result in termination of the grant or ineligibility for reimbursement of expenses.
4. Grantees must keep a separate bookkeeping account with a complete record of all expenditures relating to the project. Records shall be maintained for seven (7) years after the completion of the project, or as otherwise agreed upon with WS. WS and the Texas State Auditor's Office (SAO) reserve the right to examine all books, documents, records, and accounts relating to the project at any time throughout the duration of the agreement and for three years immediately following completion of the project. If any litigation, claim, negotiation, audit or other action is initiated prior to the expiration of the retention period, then the records must be retained until authorized by WS. WS and the SAO shall have access to the physical locations related to project activities.
5. If the Grantee has a financial audit performed during the time the Grantee is receiving funds from WS, upon request, WS shall have access to information about the audit, including the audit transmittal letter, management letter, and any schedules in which the Grantee's funds are included.
6. Grantees must comply with Texas Government Code, Chapter 783, Uniform Grant and Contract Management, and the Uniform Grant Management Standards (UGMS) and 2 CFR Part 200.