Special, 10/21/2025 10:30:00 AM

BE IT REMEMBERED that on October 21, 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:

-

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 October 21, 2025

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **21st** day of **October 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:

9:00 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

9:15 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.089 to deliberate the deployment, or specific occasions for security implementation of security personnel or devices, that deliberation in an open meeting would have a detrimental effect on the security of County facilities.

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.072 to deliberate the purchase,

Notice of Meeting and Agenda October 21, 2025

exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

9:45 a.m. – Announcement of a Workshop to receive and consider information from Jefferson County Human Resources Department regarding an internship program with the Texas Workforce Commission, for interns to work in various county offices.

10:05 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting would have a detrimental effect on the Commissioners Court in negotiations with a third party.

11:00 a.m. - Announcement of a Workshop to receive and consider information regarding changes in voting precincts due to recent legislation that passed regarding re-districting.

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

The following options are available:

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

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

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

PURCHASING:

(a). Consider and approve specifications for Invitation for Bid (IFB 25-055/CG), Jefferson County Mosquito Control Airplane.

SEE ATTACHMENTS ON PAGES 12 - 80

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(b).Rescind award of items #27, #28, #52 and item #59 of (IFB 21-046/YS), Term Contract for Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms with TND Workwear Co., LLC, and re-award item #27 for \$37.00, item #28 for \$37.00, item #52 for \$47.00 and item #59 for \$147.50 to Galls, LLC as shown in attachment A.

SEE ATTACHMENTS ON PAGES 81 - 85

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(c). Execute, receive and file renewal for (IFB 21-046/YS), Term Contract for Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms for a fourth and final (1) year renewal with Burgoon Company and Galls, LLC from October 01, 2025 to September 30, 2026 with pricing increases due to manufacturer costs and CPI increases as shown in attachment B.

SEE ATTACHMENTS ON PAGES 86 - 100

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(d). Consider and approve, execute, receive and file renewal for (RFP 22-021/YS), Comprehensive Inmate Technology Services for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center for a first (1) one-year renewal with Smart Communications Holding, LLC from November 20, 2025 to November 19, 2026.

SEE ATTACHMENTS ON PAGES 101 - 101

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(e). Consider and approve, execute, receive and file a contract extension for (IFB 11-054/AW), Term Contract for Snack and Drink Vending for Jefferson County with John Paul's Food Service, LLC for an additional 90 days to expire February 19, 2026.

SEE ATTACHMENTS ON PAGES 102 - 102

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(f).Consider and approve, execute, receive and file profit fee agreement in the amount of \$33,000 with Langford Community Management Services, Inc. for Request for Statements of Qualifications (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDGB-MIT) Resilient Communities Program (GLO Contract No. 23-160-112-F240) pursuant to Chapter 262 Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. Contract awarded by Commissioners' Court February 13, 2024.

SEE ATTACHMENTS ON PAGES 103 - 105

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(g).Consider and approve, execute, receive and file (Agreement 25-060/DC) with COMPU-DATA International, LLC for Data onDemand Cloud Service Agreement for the County Clerk Office in the amount of \$15,800.00. This is in accordance with the DIR Contract# DIR-CPO-5413.

SEE ATTACHMENTS ON PAGES 106 - 129

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(h). Consider and approve a discretionary exemption as authorized by Local Government Code §262.024(a)(7)(A) for items that can be obtained from only one source, for which competition is precluded because of existence of patents, copyrights, secret processes or monopolies, for a remittance processing system to be integrated with the existing RTLFIRST and First View with RT Lawrence Corporation for the Tax Office, in the amount of \$135,544.00.

SEE ATTACHMENTS ON PAGES 130 - 131

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

COUNTY AUDITOR:

(a). Consider and approve FY 2026 budget transfer - Emergency Management - equipment for vehicle.

SEE ATTACHMENTS ON PAGES 132 - 136

120-5080-429-3084	MINOR EQUIPMENT	\$2,700.00	
120-5080-429-5062	TRAVEL EXPENSE		\$2,700.00

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(b). Consider and approve FY 2026 budget transfer - Elections - shelving for election barn.

SEE ATTACHMENTS ON PAGES 137 - 138

120-1034-414-3084	MINOR EQUIPMENT	\$1,670.00	
120-1034-414-5023	ELECTION EXPMISC.		\$1,670.00

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(c).Consider and approve FY 2025 budget amendment - 279th District Court - additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 139 - 139

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120-2038-412-5079	JUVENILE ATTORNEY FEES	\$20,000.00	
120-2039-412-5079	JUVENILE ATTORNEY FEES		\$9,000.00
120-1024-419-5077	CONTRACTUAL SERVICE		\$11,000.00

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(d). Consider and approve FY 2025 budget amendment - Criminal District Court - additional cost for indigent defense.

SEE ATTACHMENTS ON PAGES 140 - 140

120-2032-412-5072	PAUPER ATTORNEY FEES	\$50,000.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$15,263.00
120-1024-419-5077	CONTRACTUAL SERVICE		\$34,737.00

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(e). Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2025 for Jefferson County.

SEE ATTACHMENTS ON PAGES 141 - 143

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(f).Receive and file Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Nutrition & Services for Seniors for FY 2025-2026.

SEE ATTACHMENTS ON PAGES 144 - 144

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(g).Receive and file Resolution Authorizing County Grant, Texas Department of Agriculture Home-Delivered Meal Grant Program for Center for Christian Services (United Board of Missions) for FY 2025-2026.

SEE ATTACHMENTS ON PAGES 145 - 145

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(h).Regular County Bills - check #533229 through check #533419.

SEE ATTACHMENTS ON PAGES 146 - 153

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(i). Consider and approve FY 2025 budget transfer - Crime Lab - additional cost for seized drug outsourced analysis.

SEE ATTACHMENTS ON PAGES 154 - 154

120-3060-421-5077	CONTRACTUAL SERVICE	\$3,510.00	
120-3060-421-3042	LABORATORY SUPPLIES		\$3,510.00

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

(j). Consider and approve FY 2026 budget transfer - Indigent Health - additional cost for pharmacy software.

SEE ATTACHMENTS ON PAGES 155 - 155

120-5079-442-5077	CONTRACTUAL SERVICE	\$8,000.00	
120-5079-442-3049	PHARMACEUTICAL SUPPLIES		\$8,000.00

Motion by: Sinegal Second by: Willis

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

Action: APPROVED

COUNTY COMMISSIONERS:

(a). Consider and possibly approve an order to extend the Burn Ban Order issued on October 13, 2025, for the unincorporated areas of Jefferson County, pursuant to Sec. 351.082, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 156 - 156

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(b). Consider, possibly approve and authorize the County to execute an Interlocal Agreement between Jefferson County, the Cities of Beaumont and Port Arthur and the Counties of Hardin, Jasper and Orange the Southeast Texas Auto Theft Task Force for FY 2026 for the prevention of theft of catalytic converters pursuant to SB 224.

SEE ATTACHMENTS ON PAGES 157 - 184

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

(c). Consider and possibly approve the installation of the Alamo Letter Society plaque in front of the Courthouse.

NO ATTACHMENTS

Motion by: Alfred Second by: Erickson

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

Action: APPROVED

MAINTENANCE (BEAUMONT):

(a). Consider and possibly approve a resolution for Don Champagne.

SEE ATTACHMENTS ON PAGES 185 - 185

Notice of Meeting and Agenda October 21, 2025

Motion by: Willis 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.

Possible Consideration and approval of Resolutions or Proclamations not to be read during court.

Jeff R. Branick County Judge

Special, October 21, 2025

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 21, 2025.

LEGAL NOTICE Advertisement for Invitation for Bids

October 21, 2025

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 25-055/CG), Jefferson County Mosquito Control Airplane. Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME: Jefferson County Mosquito Control Airplane

BID NUMBER: IFB 25-055/CG

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, November 19, 2025

MAIL OR DELIVER TO: Jefferson County Purchasing Department

1149 Pearl Street, 1st Floor Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

Doman Clark

PUBLISH:

The Examiner:

October 23, 2025 and October 30, 2025

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BID SUBMISSIONS:

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

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

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

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

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 **VENUE.**

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B Dallas, TX 75247 214-920-2436

Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue El Paso, TX 79903 915-351-6232

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

Email: treed@ephcc.org

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: lee.vega@sba.gov

Houston District Office

8701 S. Gessner Dr, Ste. 1200 Houston, TX 77074

713-773-6500

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

Email: houston@sba.gov

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E Harlingen, TX 78550 956-427-8533

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

Email: lrgvdo.email@sba.gov

San Antonio District Office

615 E. Houston St, Ste 298 San Antonio, TX 78205 210-403-5900

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

Email: sado.email@sba.gov

West Texas District Office

1205 Texas Ave, Room 408 Lubbock, TX 79401 806-472-7462

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

Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

P.O. Box 13528 Austin, TX 78711

512-463-5872 or 888-863-5881

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

Email: statewidehubprogram@cpa.texas.gov

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

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

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

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

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

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

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
 - (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

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-

violations to the Federal awarding agency.

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 $\underline{29 \text{ C.F.R.} \S 5.5(a)(1)-(10)}$ in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.

>\$2,000

In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Applicability

This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

> \$100,000+ Mechanics or Laborers

Required Language

Compliance with the Contract Work Hours and Safety Standards Act.

- 1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The (insert

2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5 name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through

(4) of this section.

For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.

Suggested Language

Further Compliance with the Contract Work Hours and Safety Standards Act.

 The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

None

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

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	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.	
	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	
	Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.	
>\$150,000	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.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387
	The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	
	Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.	
	The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.	
	The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220)</u> 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 <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

	005) (60)	33
	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2
	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.	C.F.R. Part 180).
> \$100,000; and Certification required for all contracts greater than \$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000. Required Certification:	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18) See 2 CFR §200.323.	2 CFR 200
		APPENDIX II (J)
	G 2 GTT 2200 24 6	2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (K)
		2 CFR 200
	See 2 CFR §200.322.	APPENDIX II (L)
	<u>.</u>	

Work involves the use of materials, and the contract is for more than \$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>\$100,000	 §135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement 	

or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

None; All FEMA declarations and awards issued on or after November 12, 2020. Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

2 CFR 200.216

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471. The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential None 2 CFR 200.112 conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy. 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 None 2 CFR 200.336 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

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	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.	
	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.	
None; All FEMA declarations and awards issued on or after	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteranowned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists;	2 C.F.R. § 200.321(b)(1)-(5)
November 12, 2020.	 (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 	
None	subcontracts. 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:	2 CFR 200.334; and
None	(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.	200.337
	(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.	
	(c) Records for real property and equipment acquired with Federal funds	

must be retained for 3 years after final disposition.

- (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
- (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
- (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
- (1) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
- (2) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

Suggested Language for All Procurements:

- a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

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

United States Code 19 U.S.C. 2511

None

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	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.	
>\$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. Suggested Language: The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	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.

	certifies or affirms the truthfulness and accuracy of each ny. In addition, the Contractor understands and agrees that the medies for False Claims and Statements, apply to this certification
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Dete	

REQUIRED FORM

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor	certifies or affirms by your signature that neither you nor
your principal is presently debarred, suspended, prop	osed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any federal de	epartment or agency.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

REQUIRED FORM

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

Signature of Contractor's Authorized Officia	al
Name and Title of Contractor's Authorized	Official
Date	

REQUIRED FORM

The following requirements and instructions <u>supersede</u> General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, November 19, 2025.

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

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2025):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

2025.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffersoncountytx.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, October 31,**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> 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 <u>initially</u> 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) <u>prior</u> to the award and/or execution of an agreement or contract for the project.

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

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

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

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

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is <u>not</u> required for:

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

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION. CERTIFICATE OF INTERESTED PARTIES FORM **1295** OFFICE USE ONLY Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties. 1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS Provide the identification number used by the governmental entity or state agency to track or identify and provide a description of the services, goods, or other property to be provided upon the contract. identify the contract, VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HER Nature of Interest (check applicable) City, State, Country Name of Interested Party (place of business) Controlling Intermediary St www ex VENDOR: ENTER EACH PERSON HAVING INTEREST, X OWNERS ARE THE CONTROLLING PARTIE VENDOR: WORKERS (OR NON-OWNERS) X COMPANY ARE INTERMEDIARY PARTIES **CHECK BELOW IF APPLICABLE** Check only if there Ointerested Party. VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. and my date of birth is (street) (city) (zip code) (country) penalty of perjury that the foregoing is true and correct. County, State of _ (month) (vear) Signature of authorized agent of contracting business entity (Declarant) ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

<u>Property Insurance (policy below that is applicable to this project):</u>

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

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-055/CG), Jefferson Coun	ity Mosquito Control Airplane
Bidder's Company/Business Name:	
Bidder's TAX ID Number:	
If Applicable: HUB Vendor No	DBE Vendor No
Contact Person:	Title:
Phone Number (with area code):	
Alternate Phone Number if available (with area code)	:
Fax Number (with area code):	
Email Address:	
Mailing Address (Please provide a physical address for	r bid bond return, if applicable):
Address	
City, State, Zip Code	

REQUIRED FORM

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-055/CG.

4.1 Scope of Project:

Jefferson County is soliciting bids for an airplane for our Mosquito Control Department. The airplane furnished under this Specification shall be used and shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

4.2 Approved Equivalent Items:

The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit an itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications.

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County unless the County approves alternate location.

4.3 Minimum Requirements:

A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The airplane shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the airplane made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The airplane shall meet or exceed all Federal and State of Texas regulations.

Successful bidder must have an Aircraft Dealer Registration Number with the Federal Aviation Administration. This number must be provided on the Bid Form.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered. The airplane shall have an Aircraft Registration and Aircraft Bill of Sale upon delivery.

Jefferson County does not guarantee that all models shown or a specific volume will be awarded a contract.

Specifications:

510P2 Thrush PT6A-34AG Engine with 4 Blade Hartzell Propeller

Engine: Pratt and Whitney PT6A-34AG (750 SHP)

• Wing Spar Life: 60,000 Flight Hours

Hopper Capacity: Liquid 510 gallons, Dry 66 ft³

Working Speeds: 90-150 mphCertified Gross Weight: 10,500 lbs

Fuel Capacity: 228 gallonsFuel Consumption: 45-60 gph

• Cruising Speed at 55% Power: 150 mph

Standard Equipment

- 4130 Seamless steel, powder-coated fuselage
- Hartzell four-blade propeller
- Stainless steel reinforced, fiberglass hopper
- Stainless steel belly skins
- Main landing gear wire cutters
- Single cockpit fire extinguisher kit
- Shatter-resistant Storm Shield™
- LED navigation lights
- MVP-50T glass panel
- Garmin G5 attitude indicator
- 250-amp starter/generator
- Windshield wiper and washer
- Outside air temperature gauge
- Cabin air conditioner and heat
- 41-inch stainless steel gate box
- Three-inch side loader
- Two-inch stainless steel spray system
- Aluminum booms
- Five-blade Weath-Aero cockpit adjustable fan
- 29-inch-high flotation tires and wheels
- Dual caliper Cleavland brakes

Additional Equipment

- Smoker
- Leading Edge Lights
- Left Landing Light
- Garmin GTX-345 transponder
- Garmin 225A com plus Intercom
- 2 Micronairs
- Dual Cockpit
- Reable Hopper Level Indicator
- Dual Controls
- Electric Brake with Fan

Trade-In Option 1:

Jefferson County has a 1972 Ag Wagon airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid. The following is the information on the airplane we want to trade in

Serial Number: 18801287 Tail Number: N8288G

Hours: Airframe Total time (AFTT): Approximately 6024

Hours: Engine Since Major Overhaul (SMOH): Approximately 862

Hours: Propellers Since Major Overhaul (SMOH): Approximately 1379

This airplane will be sold "as is". Contact Denise Marcel, Director of Mosquito Control, at 409-719-5923 or via email at denise.marcel@jeffersoncountytx.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1972 Ag Wagon airplane are included below.

Photos of 1972 Ag Wagon airplane to be traded.









Trade-In Option 2:

Jefferson County has a King Air airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid. The following is the information on the airplane we want to trade in.

Serial Number: LM-39 Tail Number: N541MC

Hours: Airframe Total time (AFTT): Approximately 11,814.5

Hours: Left Engine Since Major Overhaul (SMOH): Approximately 3795.8

Hours: Right Engine Since Major Overhaul (SMOH): Approximately 3406.7

Hours: Left Prop Since Major Overhaul (SMOH): Approximately 4.0

Hours: Right Prop Since Major Overhaul (SMOH): Approximately 4.0

This airplane will be sold "as is". Contact Denise Marcel, Director of Mosquito Control, at 409-719-5923 or via email at denise.marcel@jeffersoncountytx.gov to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1965 Ag Beechcraft 65-A90 King Air airplane are included below.

Photos of the 1965 Beechcraft 65-A90 King Air airplane to be traded:









OFFER AND ACCEPTANCE FORM OFFER TO CONTRACT

To Jefferson County:

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

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

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

Company Name	<u>.</u>		For clarification	of this offer, contact:
ounpan, name				
Address			Name & Title	
City	State	Zip	Phone	Fax
Signature of Person Authorized to Sign		E-mail		
Printed Name				

REQUIRED FORM

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Jefferson County Mosquito Control Airplane

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

This contract shall henceforth be referred to as Contract No. IFB 25-055/CG, Jefferson County Mosquito Control Airplane. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:		
Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date	
ATTEST:		
Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date	

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.

PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Mosquito Control Airplane		
2	Trade-In Amount for Ag Wagon Airplane (Optional)		N/A
3	Trade-In Amount for King Air Airplane (Optional) (Minimum bid \$145,000)		N/A
4	Aircraft Dealer Registration Number with the Federal Aviation Administration		

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):	
Addendum 1	Date Received
Addendum 2	Date Received
Addendum 3	Date Received
BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.	

REQUIRED FORM

VENDOR REFERENCES FORM

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

REQUIRED FORM

REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	

SIGNATURE PAGE

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

Would Bidder be willing to allow other governmental entit same terms and conditions?			
This bid shall remain in effect for ninety (90) days from bid and local sales tax (exempt).	opening and shall be exclusive of federal excise and state		
The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.			
The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.			
Bidder (Entity Name)	Signature		
Street & Mailing Address	Print Name		
City, State & Zip	Date Signed		
Telephone Number	Fax Number		
E-mail Address			

REQUIRED FORM

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.

REQUIRED FORM

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.	OFFICE USE ONLY						
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).	Date Received						
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.							
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.)							
Name of local government officer about whom the information in this section is being discl	osed.						
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 i income, from the vendor?	ncome, other than investment						
Yes No							
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc							
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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

- 20.0	LOCAL GOVERNMEN CONFLICTS DISCLOS		FORM CIS				
TI	his questionnaire reflects changes mad	OFFICE USE ONLY					
g	his is the notice to the appropriate overnment officer has become aware accordance with Chapter 176, Local	Date Received					
1	Name of Local Government Officer	r					
2	Office Held						
ľ							
3	N	i 470 004/7\ 4 470 000/-\	0-1-				
Ľ	Name of vendor described by Sect	tions 176.001(7) and 176.003(a), Local Government	Code				
4	Description of the nature and exte	nt of employment or other business relationship w	ith vendor named in item 3				
Ļ							
5		vernment officer and any family member, if aggreg eds \$100 during the 12-month period described by					
			300000000000000000000000000000000000000				
	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 def	ined by Section 176.001(2), Local				
		Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(
		Government Officer					
	AFFIX NOTARY STAMP / SEAL ABOV	Water Street Control					
	Sworn to and subscribed before me, by the	e said certify which, witness my hand and seal of office.	, this the day				
, , , , , , , , , , , , , , , , , , ,							
	Signature of officer administering oath	Printed name of officer administering oath	Fitle of officer administering oath				

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder in	tends to ut	ilize S	Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).			
opportur Contracto minimun exceed t	nities, the or/Consulta n efforts th he goals of	follogant, ant, ant should be should	o determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting wing checklist and supporting documentation shall be completed by the Prime and returned with the Prime Contractor/ Consultant's bid. This list contains the ould be put forth by the Prime Contractor/Consultant when attempting to achieve of Subcontractor participation. The Prime Contractor/Consultant may extend his/hepublic participation beyond what is listed below.			
		Dio	d the Prime Contractor/Consultant?			
□ Yes	□ No	1.	To the extent practical, and consistent with standard and prudent industry standard divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?			
☐ Yes	□ No	2.	Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?			
☐ Yes	□ No	3.	Provide HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?			
□ Yes	□ No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?			
☐ Yes	□ No	5.	Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?			
☐ Yes	□ No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, please explain th reasons why.			
I			cted, please explain and include any pertinent documentation with your bid. essary, please use a separate sheet to answer the above questions.			
Printe	ed Name of <i>i</i>	Autho	prized Representative Signature			
		Titl	le Date			
	RED FORM		ete this form			

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded). Yes No Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.								
Contractor Name:				HUB: Yes No				
Address:								
Street	City	State	Zip					
Phone (with area code):	Fax (with a	area code):						
Project Title & No.:								
Prime Contract Amount: \$								
HUB Subcontractor Name:								
HUB Status (Gender & Ethnicity):								
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.								
Address:								
Street	City	State	Zip					
Phone (with area code): Fax (with area code):								
Proposed Subcontract Amount: \$		Percentage of Prime Contract:						
Description of Subcontract Work to be Performed:								
Printed Name of Contractor Representative	Cianatur	e of Representativ	<u> </u>	 Date				
rimited Name of Contractor Representative	Signatur	e oi nepresentativ	re	Date				
Printed Name of HUR	Signature of Penrocentative			Date				

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

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	1 OF 4			
Bidder intends to utilize Subcontra	ctors/Subconsultants in	the fulfillment	of this contrac	ct (if awarded).	
∐ Yes ☐ No					
Prime Contractor:				HUB: Yes	No
HUB Status (Gender & Ethnicity):					
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (with	area code):		
Project Title & No.:		IF	B/RFP No.:		
Total Contract: \$		Total HUB Sub	contract(s): \$		
Construction HUB Goals: 12.8% MBE::		% 1	.2.6% WBE:		%
FOR HUB OFFICE USE ONLY:					
Verification date HUB Program Office review	wed and verified HUB Sub infor	mation Da	te:	Initials:	
		mation Da	te:	Initials:	
Verification date HUB Program Office review					
Verification date HUB Program Office review PART I. HUB SUBCONTRACTOR DISC	CLOSURE				
PART I. HUB SUBCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	CLOSURE				
PART I. HUB SUBCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	CLOSURE				
PART I. HUB SUBCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency:	CLOSURE				
PART I. HUB SUBCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Address: Street	CLOSURE	Texas Unified Ce	rtification Prog. Zip		
PART I. HUB SUBCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Address: Street Contact person:	CLOSURE & Procurement Comm.	Texas Unified Cer State Title:	rtification Prog. Zip		
PART I. HUB SUBCONTRACTOR DISC HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Texas Bldg & Address: Street Contact person:	CLOSURE & Procurement Comm. City	Texas Unified Cer State Title: _ Fax (with	rtification Prog. Zip area code):		

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor	Name:				
HUB Status (Gender	& Ethnicity):				
Certifying Agency:	Tx. Bldg &	Procurement Comm		Tx Unified Certification Prog.	
Address:					
	Street	Cit	y State	Zip	
Contact person:			Title:		
Phone (with area co	de):		Fax (wit	h area code):	
Proposed Subcontra	ct Amount:	\$	Perce	ntage of Prime Contract:	%
Description of Cubes	entract Work to be	a Darfarmad:			
Describition of Subco	niciaci vvoik to b	e Periorilleu.			
Description of Subco	ontract work to be	e Periorillea.			
Description of Subco	micraet work to be	e Periorineu.			
HUB Subcontractor					
	Name:	_			
HUB Subcontractor	Name: & Ethnicity):				
HUB Subcontractor	Name: & Ethnicity):				
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: & Ethnicity):				
HUB Subcontractor HUB Status (Gender Certifying Agency:	Name: & Ethnicity): Tx. Bldg & Street	Procurement Comm		☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Street	Procurement Comm		☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & Street de):	Procurement Comm Cit		☐ Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender Certifying Agency: Address: Contact person: Phone (with area co	Name: & Ethnicity): Tx. Bldg & Street de): ct Amount:	Procurement Comm Cit		Tx Unified Certification Prog. Zip h area code):	%

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

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation. Our firm was unable to meet the HUB goals for this project for the following reasons: All Subcontractors to be utilized are "Non-HUBs." (Complete Part III) HUBs were solicited but did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): Other: ☐ No Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection. Subcontractor Name: Address: City Street State Title: Contact person: Phone (with area code): Fax (with area code): Percentage of Prime Contract: \$ Proposed Subcontract Amount: Description of Subcontract Work to be Performed: Subcontractor Name: Address: City Street State Contact person: Phone (with area code): Fax (with area code): \$ Percentage of Prime Contract: Proposed Subcontract Amount: Description of Subcontract Work to be Performed:

REQUIRED FORM

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

	Page 4	4 OF 4	
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Perfe	ormed:		
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Perfe	ormed:		
this form, and attached any necessary s	upport documentation	s and Information, truthfully completed all apon as required. I fully understand that inten a contract award or termination of any resul	tionally falsifying
Name (print or type):			
Title:			
Signature:			
Date:			
E-mail address:			
Contact person that will be in charge of i	nvoicing for this proj	ect:	
Name (print or type):			
Title:		REQUIRED FORM	
Date:		<u>Bidder</u> : Please cor	-
E-mail address:		and include with I	oid submission.

in

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-res	ident Bidder" re	fers to a p	erson who is not a resident.
	(4)		or whose ultimat	•	on whose principal place of business is in this state, including a company or majority owner has its principal place of business in
			ode §2252.001.		_ [company name] is a Resident Bidder of Texas as defined in
	Gove				[company name] is a Nonresident Bidder as defined in incipal place of business is
Тах	payer I	dentificatio	n Number (T.I.N.):		
Cor	mpany	Name subm	itting bid/proposa	ıl:	
Ma	iling ad	dress:			
If y	ou are	an individua	ll, list the names a	nd address	es of any partnership of which you are a general partner:
Prop	erty:	List all taxa	able property ow	ned by yo	u or above partnerships in Jefferson County.
Jeff	erson (County Tax /	Acct. No.*	Property	address or location**
				1	

- 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

HOUSE BILL 89 VERIFICATION

l,	, the	undersigned	representative	of (company	or business
name)					(heretofore
referred to as company) being undersigned notary, do hereb provisions of Subtitle F, Title 10	y depose and	verify under o	oath that the co		•
1. Does not boycott Israel curr	ently; and				
2. Will not boycott Israel durin	g the term of t	he contract.			
Pursuant to Section 2270.002,	Texas Govern	ment Code:			
 "Boycott Israel" means refunction that is intended to penal or with a person or entity doin action made ordinary business 	ize, inflict econ ng business in	omic harm on, o Israel or in an Is	or limit commerci	al relations specifi	cally with Israel,
2. "Company" means a for-proventure, limited partnership, lowned subsidiary, majority-orassociation that exist to make a	imited liability wned subsidia	partnership, o	r an limited liab	lity company, inc	luding a wholly
Signature of Company Represe	ntative				
Date					
On this day of	, 20), persona	Illy appeared		
		, the	above-named	person, who afte	er by me being
duly sworn, did swear and co	onfirm that th	ne above is tru	e and correct.		
Notary Seal					
	Notary Sign	ature			
	Data				
	Date				

REQUIRED FORM

SENATE BILL 252 CERTIFICATION

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

Company Name
IFB/RFP/RFQ number
Certification check performed by:
Purchasing Representative
Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF	COUNTY OF
BEFORE ME, the undersigned authority, a	Notary Public in and for the State of,
on this day personally appeared	, who
	(name)
after being by me duly sworn, did depose	and say:
"I,	am a duly authorized officer of/agent
(name)	
for	and have been duly authorized to execute the
foregoing on behalf of the said	 of firm)
(name	of firm)
the Bidder is not now, nor has been for the agreement or combination, to control the persons to bid or not to bid thereon."	siness prior to the official opening of this bid. Further, I certify that he past six (6) months, directly or indirectly concerned in any pool of e price of services/commodities bid on, or to influence any person of
Fax:	Telephone#
	Title:
(print name)	
Signature:	
SUBSCRIBED AND SWORN to before me b	
	on
this the day of	, 20
DECLUDED FORM	
REQUIRED FORM	Notary Public in and for
Bidder: Please complete this form	the State of
and include with bid submission.	

Current Pricing

IFB 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms

Awarded: October 5, 2021

Renewal 1: 10/04/2022 – 10/03/2023 Renewal 2: 10/3/2023 – 10/2/2024 Renewal 3: 10/2/2024 – 10/1/2025

Renewal 4: 10/1/2025 - 09/30/2026

Updated 10/09/2024

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12 \$60.63
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	Elbeco #313 00	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12 \$60.63
3	Elbeco Textrop2 Four (4)- Pocket Trousers, mfg# E320RN	Elbeco #E320RM	15 days ARO	Galls, LLC	\$40.00 \$43.40 \$48.61 \$52.50 \$57.75
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12 \$60.63
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Elbeco #E9314LC	15 days ARO	Galls, LLC	\$40.00 \$43.40 \$48.61 \$52.50 57.75
6	Galls Water Resistant Duty Jacket, mfg# JA477	Galls JA477	15 days ARO	Galls, LLC	\$55.00 \$59.68 \$65.64 \$70.89
7	Liberty Lined Windbreaker, mfg# 560	Liberty #560	15 days ARO	Galls, LLC	\$21.50 \$23.33 \$25.66 \$27.71
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Liberty #586MFL	15 days ARO	Galls, LLC	\$65.00 \$70.53 \$77.58 \$83.78
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Neese #1650C	15 days ARO	Galls, LLC	\$7.50 \$8.14 \$8.95 \$9.67
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	\$36.75 \$39.87 \$45.43 \$49.06
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	\$38.75 \$42.04 \$46.25 \$49.95
12	Dutyman Garrison Belt	Dutyman #1611U	15 days ARO	Galls, LLC	\$19.00 \$20.62 \$22.68 \$24.49
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves	Hatch Gloves #KSG500	15 days ARO	Galls, LLC	\$24.00 \$26.04 \$28.64 \$30.94
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	Blackington #J2	15 days ARO	Galls, LLC	\$11.00 \$13.13 \$14.18
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Safariland #190	15 days ARO	Galls, LLC	\$29.00 \$31.47 \$34.93 \$37.72
16	Handcuffs, Nickel, Peerless Model 700	Peerless #700	15 days ARO	Galls, LLC	\$21.80 \$23.65 \$26.02 \$28.10
17	Handcuffs, Color-Plated, Peerless Model 750	Peerless #750	15 days ARO	Galls, LLC	\$25.90 \$28.10 \$30.91 \$33.38

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
18	Leg Irons, Standard, Smith & Wesson 1900	Smith & Wesson 1900 Cuffs	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$32.00 \$39.61 \$43.56 \$47.05
19	One Man Restraint	Galls #RS130	15 days ARO	Galls, LLC	\$18.00 \$19.53 \$21.48 \$23.20
20	Law Pro Premium Watch Cap, mfg# 425-6636	LawPro #425-6636	15 days ARO	Galls, LLC	\$3.95 \$4.29 \$4.71 \$5.09
21	Propper Tactical Duty Belt, mfg# F560375001	Propper #F560375001	15 days ARO	Galls, LLC	\$7.00 \$7.60 \$8.35 \$9.02
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Blauer #182-1	15 days ARO	Galls, LLC	\$9.75 \$10.58 \$11.74 \$12.68 \$13.32
23	Blauer Stretch Fitted Cap, mfg# 182	Grainger #21X171	5-15 days	Burgoon Co.	\$10.00 \$10.38 \$14.15 obsolete
24	Law Pro ½" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)	LawPro #QM4321N LawPro #QM4321G	15 days ARO	Galls, LLC	\$ 4.75 \$ 5.15 \$ 5.67 \$6.12
25	5.11 Tactical Taclite Pro Pants, mfg# 74273	5.11 #74273	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27 \$56.30
26	5.11 Tactical Taclite Pro Women's Ripstop Pants, mfg# 64360	5.11 #64360	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27 \$56.30
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Propper #F5252-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$ <u>32.95</u> \$37.00
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	Propper #F5295-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$ <u>32.95</u> \$37.00
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	5.11 #48360	15 days ARO	Galls, LLC	\$180.00 \$195.30 \$214.83 \$232.02 \$259.86
30A	Polo Shirt – Propper I.C.E. Performance Polo Shirt, Long- Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	\$38.75 \$42.04 \$46.25 \$49.95
30B	Polo Shirt – Propper I.C.E. Perfomance Polo Shirt, Short- Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	\$36.75 \$39.87 \$43.86 \$47.37
30C	Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short- Sleeve Polo, Men (mfg# K5138)	Elbeco #K5171LC Elbeco #K5178LC Elbeco #5138	15 days ARO	Galls, LLC	\$41.00 \$44.49 \$49.82 \$53.81 \$59.19
30D	Polo Shirt – Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long- Sleeve Polo (mfg# K5151)	Elbeco #K5184LC Elbeco #K5151	15 days ARO	Galls, LLC	\$44.00 \$47.74 \$53.47 \$57.75 \$63.52
31	Belt, Safariland 87	Safariland #87	15 days ARO	Galls, LLC	\$51.60 \$55.99 \$62.14 \$67.12
32	Belt, Safariland 99	Grainger #36P264	5-15 days	Burgoon Co.	\$11.15 \$11.38 \$23.20

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
33	5.11 Tactical Belt (59501)	5.11 #59501	15 days ARO	Galls, LLC	\$30.00 \$32.55 \$35.81 \$38.67 \$43.31
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	Safarilad #090-1-16	15 days ARO	Galls, LLC	\$20.55 \$22.30 \$24.75 \$26.73
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	Safariland #35-F26-2	15 days ARO	Galls, LLC	\$ 23.55 \$ 25.55 \$ 28.36 \$30.63
36	Holser, Level III (Safariland 6360)	Safariland #6360	15 days ARO	Galls, LLC	\$113.00 \$122.61 \$136.09 \$146.98
37	Double Magazine Holder (Safariland SAF-77-83-2)	Safariland #77-83-2	15 days ARO	Galls, LLC	\$28.35 \$30.76 \$34.14 \$36.87
38	Open Top Double Magazine Holder (Safariland SAF-75-83- 2)	Grainger #36P220	5-15 days	Burgoon Co.	\$ 21.07 \$ 20.62 \$18.60
39	OC Spray Holder (Safariland SAF-38-4-2B)	Safariland #38-4-2B	15 days ARO	Galls, LLC	\$22.90 \$24.85 \$27.58 \$29.79
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Grainger #40N764	5-15 days	Burgoon Co.	\$4.93 \$5.04 \$5.27
41	Traffic Vest (Vizguard S912)	Spiewak #S912	15 days ARO	Galls, LLC	\$35.25 \$38.25 \$42.07 \$45.44
42	Red Cone Stinger (STL-75903)	Streamlight #75903	15 days ARO	Galls, LLC	\$4.10 \$4.45 \$4.94 \$5.33
43	Stinger Flashlight Bulb (STL-75914)	Streamlight #75914	15 days ARO	Galls, LLC	\$5.98 \$6.49 \$7.20 \$7.78
44	Stinger Flashlight Lens Kit (STL-765956)	Streamlight #765956	15 days ARO	Galls, LLC	\$10.25 \$11.12 \$12.34 \$13.33
45	Singer DS LED-Polymer (STL-76113)	Streamlight #76113	15 days ARO	Galls, LLC	\$99.00 \$107.42 \$119.23 \$128.77
46	ASP Baton, Black (ASP 52611)	ASP #52611	15 days ARO	Galls, LLC	\$91.25 \$99.01 \$108.91 \$117.62
47	Belt Keepers (Safariland SAF-65-4-2B)	Safariland #65-4-2B	15 days ARO	Galls, LLC	\$10.25 \$11.12 \$12.34 \$13.33
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Elbeco #E9390LC	15 days ARO	Galls, LLC	\$43.00 \$46.66 \$52.25 \$56.43 \$62.08
49	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	Elbeco #E390R 00029	15 days ARO	Galls, LLC	\$43.00 \$46.66 \$52.25 \$56.43 \$62.08
50	Galls Women's Agent LTC G- Tac Soft-Shell Jacket (mfg# JA1312)	Galls #JA1312	15 days ARO	Galls, LLC	\$4 2.00 \$45.57 \$50.13 \$54.14
51	Galls Agent LTC G-Tac Soft- Shell Jacket (mfg# JX778)	Galls #JX778	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$50.13 \$54.14
52	Propper Tac U Combat Shirt (mfg# 541738330)	Propper	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$37.50 \$47.00
53	Propper Women's Kinetic Pant (mfg# F52594)	Propper #F52594	15 days ARO	Galls, LLC	\$38.00 \$41.23 \$45.35 \$48.98
54	Propper Men's Kinetic Pant (mfg# F52944)	Propper #f52944	15 days ARO	Galls, LLC	\$38.00 \$41.23 \$45.35 \$48.98
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	5.11 #89098	15 days ARO	Galls, LLC	\$7.50 \$8.14 \$8.95 \$9.67 \$10.83
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Grainger #48TK04	5-15 days	Burgoon Co.	\$84.69 \$9 3.36 \$88.69

Item	Description	Manufacturer/ Style	Number of days required for	Vendor	Price EACH
		F	delivery*		
57	Blauer Polyester Armorskin XP (mfg# 8370XP)	Blauer #8370CXP	15 days ARO	Galls, LLC	\$79.00 \$85.72 \$95.14 \$102.76 \$107.89
58	Streamlight Stinger Battery NiMH (STL-75375)	Grainger #11U132	5-15 days	Burgoon Co.	\$13.87 \$15.23 \$34.50
59	Holster Level III (Safariland 7360)	Sarariland 7360	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Gall, LLC	\$119.96 \$147.50
60	Richardson Call Cap (PTS30)	Richardson #PTS30	15 days ARO	Galls, LLC	\$9.75 \$10.58 \$11.64 \$12.57
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	Elbeco #UVS102	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18 \$56.30
62	Elbeco Ladies Choice Short- Sleeve Undervest Shirt (mfg# UVS104)	Elbeco #UVS104	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18 \$56.30
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	Elbeco #UVS1171	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18 \$56.30
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	Elbeco #UVS103	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12 \$60.63
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	5.11 #72074	15 days ARO	Galls, LLC	\$65.00 \$70.53 \$77.58 \$83.78 \$93.84
66	5.11 Tactical Men's Short- Sleeve Class A Stryke PDU Shirt (mfg# 71037)	5.11 #71037	15 days ARO	Galls, LLC	\$58.00 \$62.93 \$69.22 \$74.76 \$83.73
67	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)	5.11 #74371	15 days ARO	Galls, LLC	\$45.00 \$48.83 \$53.71 \$58.00 \$64.96
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Propper #F52955	15 days ARO	Galls, LLC	\$30.00 \$32.55 \$35.81 \$38.67
69	5.11 Tactical Apex Pants (mfg# 74434)	5.11 #74434	15 days ARO	Galls, LLC	\$55.00 \$59.68 \$65.64 \$70.89 \$79.40
70	5.11 Tactical Apex Pants, Women's (mfg# TR2244- 64446)	Grainger #488J97	5-15 days	Burgoon Co.	\$51.23 \$52.24 Obsolete
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)	5.11 #74369	15 days ARO	Galls, LLC	\$56.00 \$60.76 \$66.84 \$72.18 \$80.84
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	5.11 #64386	15 days ARO	Galls, LLC	\$56.00 \$60.76 \$66.84 \$72.18 \$80.84
73	Propper Summer Weight Long- Sleeve Tactical Shirt (mfg# F53463C001)	Propper #F53463C001	15 days ARO	Galls, LLC	\$35.00 \$37.98 \$41.77 \$45.11
74	Propper Summer Weight Short- Sleeve Tactical Shirt (mfg#F53743C001)	Propper #F53743C001	15 days ARO	Galls, LLC	\$34.00 \$36.89 \$40.58 \$43.83
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	5.11 #58718	15 days ARO	Galls, LLC	\$17.50 \$18.99 \$20.89 \$22.56 \$25.26
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	5.11 #58713	15 days ARO	Galls, LLC	\$20.75 \$22.51 \$24.77 \$26.75 \$29.96
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	5.11 #56424	15 days ARO	Galls, LLC	\$18.50 \$20.07 \$22.08 \$23.85 \$26.71
78	5.11 Tactical Taclite 11" Shorts (mfg# 73308)	5.11 #73308	15 days ARO	Galls, LLC	\$35.00 \$37.98 \$41.77 \$45.11 \$50.53
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	5.11 #71340	15 days ARO	Galls, LLC	\$41.50 \$45.03 \$49.53 \$53.49 \$59.91

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Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Eddie Bauer #EB602	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	Law Pro #SW1825	15 days ARO	Galls, LLC	\$32.00 \$34.72 \$38.19 \$41.25
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Law Pro #SW1824	15 days ARO	Galls, LLC	\$29.00 \$31.47 \$34.61 \$37.38
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	Blauer #8143	15 days ARO	Galls, LLC	\$62.00 \$67.27 \$74.67 \$80.64 \$84.68
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Blauer #8133	15 days ARO	Galls, LLC	\$49.00 \$53.17 \$59.01 \$63.73 \$66.92
					Percent Discount
85	Additional Items				Galls, LLC - 15% 16% TND Workwear Co., LLC - 15% in store
86	Ballistic Vest				Galls, LLC - 45% 49% TND-Workwear Co., LLC - \$815.95 (total cost, Point Blank B21- 1)

Burgoon Company

PO Box 290 Texas City TX 77592 attn: Dean Hamil

dhamil@burgooncompany.com

ph: 281-380-3900

Galls, LLC

13040 Russell Cave Road Lexington KY 40505 attn: David Adams bidreview@galls.com ph: 858-787-0428

TND Workwear Co., LLC

5550 Eastex Freeway, Suite L Beaumont TX 77708 attn: Tony Cervantes tony@tndworkwear.com

ph: 409-892-7836

CONTRACT RENEWAL FOR IFB 21-046/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW ENFORCEMENT AND CORRECTIONS EQUIPMENT AND UNIFORMS

The County entered into a contract with Burgoon Company for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from October 1, 2025 to September 30, 2026.

ATTEST:

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR:
Burgoon Company

Donna Hanson

(Name)

CONTRACT RENEWAL FOR IFB 21-046/YS TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW ENFORCEMENT AND CORRECTIONS EQUIPMENT AND UNIFORMS

The County entered into a contract with Galls, LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from October 1, 2025 to September 30, 2026.

ATTEST:

Royaphe Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

CONTRACTOR: Galls, LLC

(Name)



August 25, 2025

Re: Notice of Contract Pricing Updates

Dear Trusted Partner,

At GALLS, our mission is to provide you with the highest-quality products and service to support your critical duties. To uphold this commitment, we continuously monitor industry dynamics and manage the costs associated with the products we supply.

Over the past year, we have seen significant volatility in tariffs, inflationary pressures, and fluctuations in raw material and production costs across the uniform and public safety industry. Several of our top uniform suppliers—5.11, Fechheimer, Elbeco, Blauer, and First Tactical—have issued material cost increases, ranging from 5% to 10%, attached for your reference. While we highlight these suppliers for transparency, broader supply chain pressures reinforce the need for adjustments.

Please consider this letter as formal notice of pricing updates, effective October 1, 2025. Your GALLS representative, together with members of our Contract Management team, will reach out to review specifics, discuss the impact, and explore ways to mitigate these increases. This includes evaluating alternative uniform options or other strategies to continue delivering value and savings where possible.

We value your partnership and appreciate your understanding as we implement these changes to ensure GALLS continues providing top-tier products, reliable service, and long-term support.

Thank you for your continued trust and business.

Sincerely,

Jim Dugan

Chief Revenue Officer at GALLS® LLC

Jan Gugan



June 25, 2025

Dear Valued Distributor:

Blauer is extending our current price list to July 31. We will publish a new price list within the first couple weeks of July with an effective date of August 1, 2025. Effective August 1, distributor pricing for all of our products will increase by a minimum of 5% to partially offset tariffs that go into effect in July. Price increase percentages for some styles are likely to be higher depending on the tariff rate applied to the countries the styles are sourced from.

Additional price increases may be necessary in January depending on what tariffs actually take effect. Blauer values your partnership in serving the public safety community and will work to limit the impact the tariffs have on your business and customers.

Sincerely.

Thomas W. Ames Vice President

Business Development

617.648.4245

tames@blauer.com



August 22nd, 2025

Galla Tearn.

At LION, we value the partnership we've built with Gells. Your team's dedication to serving first inspenders aligns closely with our own mission, and we're proud to support your efforts with gear that meets the highest standards of safety and performance.

I want to paraonally inform you of a pricing adjustment that will take place within 30 days, with LION agreement providing necessary documentation and pricing files. We will be passing along an aggregate 10% increase on applicable uniform products, this increase is reflective of our commitment to maintaining a healthy working relationship and an understanding that we are partners in this endeavor. Please note that this is not a flat increase and that 10% is an average across the entire category, with many products increasing by less than 10%. Additionally, we will be passing along an aggregate 5% price decrease on many certified uniform products.

This increase on certain products reflects the continued impact of global supply chain pressures and economic factors that have impacted on the cost of producing and delivering our world-class uniform products. Additionally, the certified uniform decrease reflects our commitment to ensuring that we continually improve our supply chain partnerships and share cost wins with key partners such as Oalls.

We've worked hard to absorb rising costs for as long as possible, and this adjustment is necessary to ensure we can continue delivering the quality and reliability you expect from LKON. Our goal is to make this transition as smooth as possible for your team, and we're here to support you every step of the way.

We remain committed to growing together and strengthening our partnership. If you have any questions or would like to discuss the details further, please don't hesitate to reach out.

Thank you again for your continued trust in LION.

Andrew Koukia

Vice President, Distribution Sales

LION



June 12, 2025

To Our Valued first Tactical Partners.

At First Tactical, we remain committed to providing exceptional value, reliable product availability, and high-quality uniforms for public safety professionals. Over the past year, we have faced increased costs across key areas including shipping, labor, and raw materials. Additionally, recent developments in international trade have introduced new tariff surcharges that continue to create uncertainty in our global supply chain.

We've strategically broadened and diversified our sourcing capabilities to help mitigate these challenges, but like many in our industry, we are impacted by the ongoing changes. In order to maintain the level of service, product quality, and innovation you've come to expect, we will be implementing a price increase effective July 14, 2025. On average, this increase equates to approximately 10% across our product line. This increase will not affect all styles or colorways, as we are applying adjustments selectively to minimize the impact. These changes will help ensure we continue delivering exceptional products while keeping our product line competitively priced in today's market. While we hope to avoid any further adjustments, please note that pricing remains subject to change due to the uncertain tariff climate.

We recognize how important advance natice is as you plan and forecast for the months ahead. Our goal is to ensure transparency and provide the support you need during this transition,

We appreciate your continued partnership and trust. Together, we remain focused on serving public safety professionals with the highest standards of excellence.

All the best,

Matt Sinclair Vice President

496 E. Whitmore Ave., 8klg. 4, Modesto, CA 95358, [855] 665-3410, www.FirstToctical.com

June 5th, 2025

To Our Professional Customers,

At 5.11, we're committed to delivering purpose-built gear that performs when it counts. As material, transportation and receipt costs continue to shift globally, we've made careful updates to product pricing to reflect these changes and ensure we're offering the best possible value across our lineup.

Effective July 8th, 2025, You'll see price adjustments on items — averaging 10-12% - aimed at keeping our products competitive, durable, and mission-ready. We remain focused on making 5.11 gear accessible to as many customers as possible, without compromising on the quality, innovation, service and supply you expect from us.

The 5.11 Professional Sales team will continue to work with your agency and our distribution partners to ensure that you have the 5.11 product you need, when you need it.

We appreciate your continued support and look forward to continuing to serve those who live the motto: Always Be Ready.

Thank you for being a vital part of the 5.11 mission.

Sincerely,

Brian M. Tripp VP US Wholesale

KALMAN.

Fechheimer

August 20, 2025

Galls Inc. 1340 Russell Cave Road Lexington, KY 40505

Re: 2025 Price Increase

To Whom It May Concern;

As a result of continued cost increases in materials, trim, labor, tariffs, and overhead, Fechheimer will be implementing a price adjustment on all Flying Cross and Vertx styles, effective September 1, 2025. This adjustment represents a blended increase of approximately 5% across all stocked styles, with specific categories as follows:

- Uniform Clothing: Approximately 2% 5% increase
- Outerwear: Approximately 9% 15% increase

We remain committed to delivering the highest quality products and service, and this adjustment will allow us to continue investing in innovation, reliability, and the long-term support of our customers. If you have any questions or would like additional details, please do not hesitate to contact me directly.

Sincerely,

Brian Duffy

SVP, Customer Service



THE SMALL COMPANY THAT STANDS TALL

October 9, 2025

Cynthia,

In response to your Contract Renewal, (IFB 21-046/YS) Term Contract for Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms, I would like to request the following updates to previous pricing and availability.

Blauer Stretch Fitted Cap	21X171	Obsolete with no replacement
Belt, Safariland 99	36P264	\$23.20
Open Top Dbl Magazine Holder	39P220	\$18.60
Slotted Belt Keepers	40N764	\$5.27
Point Blnk R20-D Tactical Carrier	48TK04	\$88.69
With Molle		
Streamlight Stinger Battery	11U132	\$34.50
5.11 Tactical Apex Pants, Women's	488J97	Obsolete with no replacement

In addition, I am including a response from our supplier, Grainger, concerning the price changes.

Thank you for your consideration in this matter and for your opportunity to work with Jefferson County.

Thank you,

Donna Hanson

Donna Hanson Owner, Burgoon Company From: Halverson, Eric < ERIC. HALVERSON@GRAINGER.COM>

Sent: Wednesday, September 24, 2025 8:14 AM

To: Dean Hamil < dhamil@burgooncompany.com

Cc: Mendez, Daryl < Daryl.Mendez@grainger.com

Subject: RE: [**External**]: FW: Contract Renewal

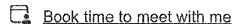
Hi Dean-

Why is my price changing?

- Grainger's normal price cycle (changes on 1/1, 5/1, and 9/1). This happens every 120 days to ensure we are market relevant and reflects changing market conditions
- These changes are not the result of Grainger "choosing" to change prices, but rather a response to changing market conditions. Emphasize that <u>we are</u> <u>providing the customer with a market relevant price based on cost, inflation and</u> <u>volume commitments we have with them</u>
- Also position where we have delivered value in the past and consider areas where we can help them consolidate and show them further cost savings in the future

Thanks, Eric

Eric Halverson | Govt. Program Manager | W.W. Grainger, Inc. Mobile: 682.218.9229 | email: eric.halverson@grainger.com





Low Sensitivity

IFB 21-046/YS, Term Contract for Jefferson County Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms

Awarded: October 5, 2021

Renewal 1: 10/04/2022 – 10/03/2023 Renewal 2: 10/3/2023 – 10/2/2024 Renewal 3: 10/2/2024 – 10/1/2025

Updated 10/09/2024

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
1	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	\$4 2.00 \$45.57 \$51.04 \$55.12 \$60.63
2	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	Elbeco #313 00	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12 \$60.63
3	Elbeco Textrop2 Four (4)- Pocket Trousers, mfg# E320RN	Elbeco #E320RM	15 days ARO	Galls, LLC	\$40.00 \$43.40 \$48.61 \$52.50 \$57.75
4	Elbeco Textrop2 Women's Long Sleeve Shirt, mfg# 2049 1	Elbeco #2049 1	15 days ARO	Galls, LLC	\$4 2.00 \$45.57 \$51.04 \$55.12 \$60.63
5	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	Elbeco #E9314LC	15 days ARO	Galls, LLC	\$40.00 \$43.40 \$48.61 \$52.50 57.75
6	Galls Water Resistant Duty Jacket, mfg# JA477	Galls JA477	15 days ARO	Galls, LLC	\$ 55.00 \$59.68 \$65.64 \$70.89
7	Liberty Lined Windbreaker, mfg# 560	Liberty #560	15 days ARO	Galls, LLC	\$21.50 \$23.33 \$25.66 \$27.71
8	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	Liberty #586MFL	15 days ARO	Galls, LLC	\$65.00 \$70.53 \$77.58 \$83.78
9	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	Neese #1650C	15 days ARO	Galls, LLC	\$7.50 \$8.14 \$8.95 \$9.67
10	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	\$36.75 \$39.87 \$45.43 \$49.06
11	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	\$38.75 \$42.04 \$46.25 \$49.95
12	Dutyman Garrison Belt	Dutyman #1611U	15 days ARO	Galls, LLC	\$19.00 \$20.62 \$22.68 \$24.49
13	Kevlar Gloves, Damascus DSX-100 Elite Tactical OPS Gloves	Hatch Gloves #KSG500	15 days ARO	Galls, LLC	\$24.00 \$26.04 \$28.64 \$30.94
14	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	Blackington #J2	15 days ARO	Galls, LLC	\$11.00 \$13.13 \$14.18
15	Cuff Case, Safariland Model 190, Closed Top Cuff Case	Safariland #190	15 days ARO	Galls, LLC	\$29.00 \$31.47 \$34.93 \$37.72
16	Handcuffs, Nickel, Peerless Model 700	Peerless #700	15 days ARO	Galls, LLC	\$21.80 \$23.65 \$26.02 \$28.10
17	Handcuffs, Color-Plated, Peerless Model 750	Peerless #750	15 đays ARO	Galls, LLC	\$25.90 \$28.10 \$30.91 \$33.38

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
18	Leg Irons, Standard, Smith & Wesson 1900	Smith & Wesson 1900 Cuffs	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$32.00 \$39.61 \$43.56 \$47.05
19	One Man Restraint	Galls #RS130	15 days ARO	Galls, LLC	\$18.00 \$19.53 \$21.48 \$23.20
20	Law Pro Premium Watch Cap, mfg# 425-6636	LawPro #425-6636	15 days ARO	Galls, LLC	\$3.95 \$4.29 \$4.71 \$5.09
21	Propper Tactical Duty Belt, mfg# F560375001	Propper #F560375001	15 days ARO	Galls, LLC	\$ 7.00 \$ 7.60 \$ 8.35 \$9.02
22	Blauer Stretch Adjustable Cap, mfg# 182-1	Blauer #182-1	15 days ARO	Galls, LLC	\$ 9.75 \$10.58 \$11.74 \$12.68 \$13.32
23	Blauer Stretch Fitted Cap, mfg# 182	Grainger #21X171	5-15 days	Burgoon Co.	\$10.00 \$10.38 \$14.15 obsolete
24	Law Pro ½" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)	LawPro #QM4321N LawPro #QM4321G	15 days ARO	Galls, LLC	\$4.75 \$5.15 \$5.67 \$6.12
25	5.11 Tactical Taclite Pro Pants, mfg# 74273	5.11 #74273	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27 \$56.30
26	5.11 Tactical Taclite Pro Women's Ripstop Pants, mfg# 64360	5.11 #64360	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27 \$56.30
27	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	Propper #F5252-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$3 2.95 \$37.00
28	Tru-Spec Women's 24-7 Series Original Tactical Pants	Propper #F5295-50	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Galls, LLC	\$32.95 \$37.00
29	5.11 Tactical 5-in-1 Jacket, mfg# 48017	5.11 #48360	15 days ARO	Galls, LLC	\$180.00 \$195.30 \$214.83 \$232.02 \$259.86
30A	Polo Shirt – Propper I.C.E. Performance Polo Shirt, Long- Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	Propper #F5315 Propper #F535772001	15 days ARO	Galls, LLC	\$38.75 \$42.04 \$46.25 \$49.95
30B	Polo Shirt – Propper I.C.E. Perfomance Polo Shirt, Short- Sleeve, Men (mfg# F534172, Women (mfg# F53277)	Propper #F534172 Propper #F53277	15 days ARO	Galls, LLC	\$36.75 \$39.87 \$43.86 \$47.37
30C	Polo Shirt – Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short- Sleeve Polo, Men (mfg# K5138)	Elbeco #K5171LC Elbeco #K5178LC Elbeco #5138	15 days ARO	Galls, LLC	\$41.00 \$44.49 \$49.82 \$53.81 \$59.19
30D	Polo Shirt – Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long- Sleeve Polo (mfg# K5151)	Elbeco #K5184LC Elbeco #K5151	15 days ARO	Galls, LLC	\$44.00 \$47.74 \$53.47 \$57.75 \$63.52
31	Belt, Safariland 87	Safariland #87	15 days ARO	Galls, LLC	\$51.60 \$55.99 \$62.14 \$67.12
32	Belt, Safariland 99	Grainger #36P264	5-15 days	Burgoon Co.	\$11.15 \$11.38 \$23.20

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
33	5.11 Tactical Belt (59501)	5.11 #59501	15 days ARO	Galls, LLC	\$30.00 \$32.55 \$35.81 \$38.67 \$43.31
34	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	Safarilad #090-1-16	15 days ARO	Galls, LLC	\$20.55 \$22.30 \$24.75 \$26.73
35	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	Safariland #35-F26-2	15 days ARO	Galls, LLC	\$23.55 \$25.55 \$28.36 \$30.63
36	Holser, Level III (Safariland 6360)	Safariland #6360	15 days ARO	Galls, LLC	\$113.00 \$122.61 \$136.09 \$146.98
37	Double Magazine Holder (Safariland SAF-77-83-2)	Safariland #77-83-2	15 days ARO	Galls, LLC	\$28.35 \$30.76 \$34.14 \$36.87
38	Open Top Double Magazine Holder (Safariland SAF-75-83- 2)	Grainger #36P220	5-15 days	Burgoon Co.	\$21.07 \$20.62 \$18.60
39	OC Spray Holder (Safariland SAF-38-4-2B)	Safariland #38-4-2B	15 days ARO	Galls, LLC	\$22.90 \$24.85 \$27.58 \$29.79
40	Slotted Belt Keepers (Safariland SAF-63-2B)	Grainger #40N764	5-15 days	Burgoon Co.	\$4.93 \$5.0 4 \$5.27
41	Traffic Vest (Vizguard S912)	Spiewak #S912	15 days ARO	Galls, LLC	\$35,25 \$38,25 \$42,07 \$45,44
42	Red Cone Stinger (STL-75903)	Streamlight #75903	15 days ARO	Galis, LLC	\$4.10 \$4.45 \$4.94 \$5.33
43	Stinger Flashlight Bulb (STL-75914)	Streamlight #75914	15 days ARO	Galis, LLC	\$5.98 \$6.49 \$7.20 \$7.78
44	Stinger Flashlight Lens Kit (STL-765956)	Streamlight #765956	15 days ARO	Galls, LLC	\$10.25 \$11.12 \$12.34 \$13.33
45	Singer DS LED-Polymer (STL-76113)	Streamlight #76113	15 days ARO	Galls, LLC	\$99.00 \$107.42 \$119.23 \$128.77
46	ASP Baton, Black (ASP 52611)	ASP #52611	15 days ARO	Galls, LLC	\$91.25 \$99.01 \$108.91 \$117.62
47	Belt Keepers (Safariland SAF-65-4-2B)	Safariland #65-4-2B	15 days ARO	Galls, LLC	\$10.25 \$11.12 \$12.34 \$13.33
48	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	Elbeco #E9390LC	15 days ARO	Galls, LLC	\$43.00 \$46.66 \$52.25 \$56.43 \$62.08
49	Elbeco Textrop2 Hidden Cargo Pocket Pauts (unfg# E390R 00029)	Elbeco #E390R 00029	15 days ARO	Galls, LLC	\$43.00 \$46.66 \$52,25 \$56.43 \$62,08
50	Galls Women's Agent LTC G- Tac Soft-Shell Jacket (mfg# JA1312)	Galls #JA1312	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$50.13 \$54.14
51	Galls Agent LTC G-Tac Soft- Shell Jacket (mfg# JX778)	Galls #JX778	15 days ARO	Galls, LLC	\$4 2.0 0 \$45.57 \$50.13 \$54.14
52	Propper Tac U Combat Shirt (mfg# 541738330)	Propper	15 days for all items except for ballistics, all may vary due to Covid	TND-Workwear Co., LLC Galls, LLC	\$37.50 \$47.00
53	Propper Women's Kinetic Pant (mfg# F52594)	Propper #F52594	15 days ARO	Galls, LLC	\$38.00 \$41.23 \$45.35 \$48.98
54	Propper Men's Kinetic Pant (mfg# F52944)	Propper #f52944	15 days ARO	Galls, LLC	\$38.00 \$41.23 \$45.35 \$48.98
55	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	5.11 #89098	15 days ARO	Galls, LLC	\$7.50 \$8.14 \$8.95 \$9.67 \$10.83
56	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	Grainger #48TK04	5-15 days	Burgoon Co.	\$84.69 \$ 93.36 \$88.69

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
57	Blauer Polyester Armorskin XP (mfg# 8370XP)	Blauer #8370CXP	15 days ARO	Galls, LLC	\$79.00 \$85.72 \$95.14 \$102.76 \$107.89
58	Streamlight Stinger Battery NiMH (STL-75375)	Grainger #11U132	5-15 days	Burgoon Co.	\$13.87 \$15.23 \$34.50
59	Holster Level III (Safariland 7360)	Sarariland 7360	15 days for all items except for ballistics, all may vary due to Covid	TND Workwear Co., LLC Gall, LLC	\$119.96 \$147.50
60	Richardson Call Cap (PTS30)	Richardson #PTS30	15 days ARO	Gails, LLC	\$9.75 \$10.58 \$11.64 \$12.57
61	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	Elbeco #UVS102	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18 \$56.30
62	Elbeco Ladies Choice Short- Sleeve Undervest Shirt (mfg# UVS104)	Elbeco #UVS104	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18 \$56.30
63	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	Elbeco #UVS1171	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$47.39 \$51.18 \$56.30
64	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	Elbeco #UVS103	15 days ARO	Galls, LLC	\$42.00 \$45.57 \$51.04 \$55.12 \$60.63
65	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	5.11 #72074	15 days ARO	Galls, LLC	\$65.00 \$70.53 \$77.58 \$83.78 \$93.84
66	5.11 Tactical Men's Short- Sleeve Class A Stryke PDU Shirt (mfg# 71037)	5.11 #71037	15 days ARO	Galls, LLC	\$58.00 \$62.93 \$69.22 \$74.76 \$83.73
67	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)	5.11 #74371	15 days ARO	Galls, LLC	\$45.00 \$48.83 \$53.71 \$58.00 \$64.96
68	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	Propper #F52955	15 days ARO	Galls, LLC	\$30.00 \$32.55 \$35.81 \$38.67
69	5.11 Tactical Apex Pants (mfg# 74434)	5.11 #74434	15 days ARO	Galls, LLC	\$55.00 \$59.68 \$65.64 \$70.89 \$79.40
70	5.11-Tactical Apex Pants, Women's (mfg# TR2244- 64446)	Grainger #488J97	5-15 days	Burgoon Co.	\$51.23 \$52.24 Obsolete
71	5.11 Tactical Stryke Pants with Flextac (mfg# 74369)	5.11 #74369	15 days ARO	Galls, LLC	\$56.00 \$60.76 \$66.84 \$72.18 \$80.84
72	5.11 Tactical Women's Stryke Pants (mfg# 64386)	5.11 #64386	15 days ARO	Galls, LLC	\$56.00 \$60.76 \$66.84 \$72.18 \$80.84
73	Propper Summer Weight Long- Sleeve Tactical Shirt (mfg# F53463C001)	Propper #F53463C001	15 days ARO	Galls, LLC	\$35.00 \$37.98 \$41.77 \$45.11
74	Propper Summer Weight Short- Sleeve Tactical Shirt (mfg#F53743C001)	Propper #F53743C001	15 days ARO	Galls, LLC	\$34.00 \$36.89 \$40.58 \$43.83
75	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	5.11 #58718	15 days ARO	Galls, LLC	\$17.50 \$18.99 \$20.89 \$22.56 \$25.26
76	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	5.11 #58713	15 days ARO	Galls, LLC	\$20.75 \$22.51 \$24.77 \$26.75 \$29.96
77	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	5.11 #56424	15 days ARO	Galls, LLC	\$18.50 \$20.07 \$22.08 \$23.85 \$26.71
78	5.11 Tactical Taclite 11" Shorts (mfg# 73308)	5.11 #73308	15 days ARO	Galls, LLC	\$35.00 \$37.98 \$41.77 \$45.11 \$50.53
79	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	5.11 #71340	15 days ARO	Galls, LLC	\$41.50 \$45.03 \$49.53 \$53.49 \$59.91

Item	Description	Manufacturer/ Style	Number of days required for delivery*	Vendor	Price EACH
80	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	Eddie Bauer #EB602	15 days ARO	Galls, LLC	\$39.00 \$42.32 \$46.55 \$50.27
81	Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	Law Pro #SW1825	15 days ARO	Galls, LLC	\$32.00 \$34.72 \$38.19 \$41.25
82	Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	Law Pro #SW1824	15 days ARO	Galls, LLC	\$29.00 \$31.47 \$34.61 \$37.38
83	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	Blauer #8143	15 days ARO	Galls, LLC	\$62.00 \$67.27 \$74.67 \$80.64 \$84.68
84	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	Blauer #8133	15 days ARO	Galls, LLC	\$4 9.00 \$53.17 \$59.01 \$63.73 \$66.92
					Percent Discount
85	Additional Items				Galls, LLC - 15% 16% TND Workwear Co., LLC 15% in store
86	Ballistic Vest				Galls, LLC - 45% 49% TND Workwear Co.; LLC \$815.95 (total cost, Point Blank B21-1)

Burgoon Company

PO Box 290 Texas City TX 77592 attn: Dean Hamil

dhamil@burgooncompany.com

ph: 281-380-3900

Galls, LLC

13040 Russell Cave Road Lexington KY 40505 attn: David Adams bidreview@galls.com ph: 858-787-0428 TND Workwear Co., LLC 5550 Eastex Freeway, Suite L Beaumont TX 77708

attn: Tony Cervantes tony@tndworkwear.com

ph: 409-892-7836

RFP (22-021/YS), Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail, and Minnie Rogers Juvenile Justice Center

The County entered into a contract with Smart Communications Holding, LLC for three (3) years, from November 21, 2022 to November 20, 2025, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from November 20, 2025 to November 19, 2026.

ATTEST:

Rexanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

leff Branick, County Judge

CONTRACTOR:

Smart Communications Holding, LLC

(Name) Jon Logan, CEO



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CONTRACT EXTENSION REQUEST

October 14, 2025

John Paul's Food Service, LLC 6625 Knollwood Drive Beaumont TX 77706 Attention: Mr. David Brack

Re: (IFB 11-054/AW), Term Contract for Snack and Drink Vending for Jefferson County

Dear Mr. Brack:

Please be advised the above-referenced contract for Jefferson County will expire on **November 20, 2025.** It is requested that your company extend your current contract for an additional 90 days, to expire February 19, 2026.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, October 29, 2025. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark Purchasing Agent

Jefferson County, Texas

Doman Cool

DC: cg

Price Extension Received and Accepted:

Project Number: IFB 11-054/AW

Contractor: John Paul's Food Service, LLC

Signature: John Brack - Owner

ATTEST: JEFFERSON COUNTY, TEXAS

Roxanne Acosta-Hellberg, County Clerk Jeff R. Branick, County Judge

Negotiation of Profit – Planning Services

Compliance 2 CFR 200 Procurement Regulations

Name of City/County: <u>JEFFERSON COUNTY, TX</u>

In compliance with the 2 CFR 200 procurement regulations - Negotiations of Profit the following is correct:

Name of Firm: Langford Community Management Services, Inc.

Proposed fee: \$ 33,000.00

Of this fee, the anticipated profit for this contract is 11%.

The identified profit level is justifiable as follows:

- 1) Extensive work in preparing applications and all necessary documents which results in no fee if not funded
- 2) The performance of project management, financial management, environmental review, acquisition, construction management with labor standards, fair housing/EEO documentation/activities and audit/close out processes as well as our investment in hiring and training highly qualified management personnel
- 3) The high quality of our previous work as demonstrated in our proposal.

As the County has completed a cost analysis, a review of information available through comparisons with other companies and a general acceptance within professional services field of profit margin being less than 20% (depending on scope of the project), we find the proposed profit to be reasonable and agree with the final negotiation of anticipated profit for the proposed project.

City Authorized Signatory

Independent Cost Estimate (ICE) GLO CDBG RCP

	BOWNING
Administration	X

Engineering



City/County: Jefferson County, TX

Grant or Project Title/Type	Total Grant Funds for Project	Proposed percent of Administrative Services	Grant Term (years)	Actual Cost of Service
GLO - Resilient Communities Program	\$300,000	Administrative 11%	2.5	\$33,000
		Planning/Project Management		\$215,000
		Community Engagement		\$52,000
-				
		300		

Previous costs submitted by vendors for similar services received in the past four years:

Signature:

Cost & Price Analysis **Scoring Summary and Cost Comparison**



Vendor/Contractor	Proposed Cost	Do costs align with previous costs submitted by the vendor or for similar services received in the past? Yes or No
Langford Community Management Services		Yes

Cost Analysis - provide Yes or No answers

Firm:	
Are proposed costs allowable?	yes
Costs are necessary and reasonable	yes
Costs meet the requirements of the Federal award	yes
Costs are consistent with Policies & Procedures and applied uniformly to	yes
purchases made from Federal and non-Federal funding.	
Costs are in accordance with Generally Accepted Accounting Principles (GAAP),	yes
except for state and local governments and Indian tribes where exceptions have been made in 2 CFR Part 200	
Costs are not included as a cost, cost sharing or matching of any other federally	yes
funded project	
Costs are adequately documented	yes
Are proposed costs reasonable?	
Costs are ordinary and necessary for completion of the activity	yes
Costs align with current market prices for the good or service in the area	yes
Are there any restraints or requirements that impact pricing, such as sound	yes
business practices, governmental requirements, arm's length bargaining or the terms of the federal award?	
Has the staff exercised sound judgement in making the purchase?	yes
Are the same procedures followed for Federally funded and non-Federally funded procurement?	yes
Are proposed costs allocable?	
Is the cost incurred specifically for the HUD project?	yes
Are all items in the proposal scope of work necessary?	yes
Does the cost proposed compare to the costs of similar work (see Price Analysis)?	yes
Is there any indication that the vendor's costs are likely to increase or decrease over the life of the contract?	No
Do the costs reflect the technical approach proposed and the work required?	yes
The state of the s	,

Allowable: All prices proposed are for elements of GLO's scope of work.

Reasonable: Costs are prudent and competitive based on the Cost Analysis.

Allocable: All costs are expected to be necessary to complete the scope of work of the anticipated contract.

Signature:

SAN COUNTRICE

ATTEST VO CHILL
DATE 10/24/78

COMPU-DATA International, LLC Data onDemand™ Cloud Service Agreement

This agreement is made as of the date of the last signature hereto (the "Effective Date") is by and between Jefferson County located at 1085 Pearl Street Beaumont, TX 77701 ("COMPANY") and COMPU-DATA International, LLC located at 14610 Falling Creek Dr. Houston, Texas 77068 ("CDI") (individually a "Party" and collectively, the "Parties") (the "Agreement"). This Agreement shall govern one or more separately CDI Proposal and/or Quote and COMPANY purchase orders for Cloud Services executed by the Parties which describe the services to be performed pursuant to the terms of this agreement (the "Agreement"). In the event of any conflict between the terms of any purchase order and this Agreement, the terms of the Agreement shall prevail unless the CDI Proposal and/or Quote expressly states otherwise.

This Agreement shall commence on the Effective Date and shall terminate automatically upon the expiration of a thirty-six-month period following such Effective Date, or upon completion or expiration of the last COMPANY purchase order for Cloud Services under this Agreement.

THIS IS AN AGREEMENT BETWEEN COMPANY (hereinafter "You" or "Your") AND COMPU-DATA International, LLC (hereinafter "COMPU-DATA" or "Our" or "We" or "Us") GOVERNING YOUR USE OF Data onDemandTM Content Management Solutions Cloud Software Services and the software products used by You in our Cloud Hosting System including but not limited to Virtual FileRoomTM and CertaVoteTM. This Agreement consists of the following terms and conditions (hereinafter the "Terms").

Index

- 1. Definitions
- 2. Acceptance of the Terms
- 3. Services
- 4. Restrictions on Use
- 5. Obligations of User
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- 7. Fees, Payments, Cancellations, & Refunds
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Agreement 25-060/DC

COMPU-DATA International, LLC Data onDemand™ Cloud Service Agreement

- 18. Governing Law, Jurisdiction And Arbitration
- 19. End of Terms of Service

1. Definitions

The following words and phrases have defined meanings:

- "Affiliate" means an entity that directly or indirectly Controls, is Controlled by or is under common Control with the subject entity.
- "User Data" means information relating to a person using COMPU-DATA Services.
- "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure.
- "Customer Data" or "Your Data" means any data provided by Customer that COMPU-DATA processes on behalf of Customer as a Data Processor in the course of providing Services.
- "Customer Personal Data" means Customer Data relating to person or entity (where entity's information receives the same protection as Personal Data under applicable Data Protection Laws and Regulations).
- "Data Processing Addendum" (DPA) means the addendum governing the handling of customer data.
- "Documentation" means the online user guides, documentation, and help and training materials for the COMPU-DATA Services, as updated from time to time, accessible at www.cdlac.com or other Websites designated by Us.
- "Order Form" means an ordering document or online order or subscription activation specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it Were an original party hereto.
- "Processing" means any operation or set of operations which is performed upon Customer Data & Personal Data, whether or not by automatic means, such as collection, recording, organization, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.
- "Services" means the products and Services that are ordered by You under an Order Form or provided to You free of charge (as applicable) or under a free trial and made

COMPU-DATA International, LLC Data onDemand™ Cloud Service Agreement

available online by Us, including associated offline and mobile components, as described in the Documentation. "Services" exclude Content and Third-party Applications.

- "Sub-processor means any Processor engaged by COMPU-DATA, by a member of the COMPU-DATA Group or by another Subprocessor.
- "Terms of Service" means this document.
- "COMPU-DATA" means the COMPU-DATA International, LLC ("COMPU-DATA"), a Delaware Limited Liability Company located at 14610 Falling Creek Dr., Houston, Texas 77068 or an Affiliate of COMPU-DATA, as applicable.

2. Acceptance of the Terms

You must be of legal age to enter into a binding agreement in order to accept the Terms. If You do not agree to the Terms, do not use any of our Services.

You accept these Terms of Service by using our Cloud Services and Products including but not limited to Virtual FileRoomTM, CertaVoteTM, DAFCapture Pro^{TM} and DAFConnect®.

Employees or affiliates of businesses offering Services that directly compete with any of COMPU-DATA's Services are expressly prohibited from accessing any COMPU-DATA Cloud Services and Product offerings for competitive research or related activities.

3. Services

3.1 Beta Services

We may offer certain Services as closed or open beta Services ("Beta Service" or "Beta Services") for the purpose of testing and evaluation. You agree that We have the sole authority and discretion to determine the period for testing and evaluation of Beta Services. We will be the sole judge of the success of such testing and the decision, if any, to offer the Beta Services as commercial Services. You will be under no obligation to acquire a subscription to use any paid Service as a result of Your subscription to any Beta Service. We reserve the right to fully or partially discontinue, at any time and from time to time, temporarily or permanently, any of the Beta Services with or without notice to You. You agree that COMPU-DATA will not be liable to You or any third party for any harm related to, arising out of, or caused by the modification, suspension or discontinuance of any of the Beta Services for any reason.

3.2 Paid User and Storage Subscriptions

Unless otherwise specified (i) Services are purchased as User and storage subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added during the subscription term at the pricing specified in our current list price, prorated for the remainder of the subscription term in effect at the time the additional User subscriptions are added, and (iii) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer require ongoing use of the Services. Additional storage subscriptions may be added during the subscription term at the pricing specified in our current list price, prorated for the remainder of the subscription term in effect at the time. Automatic additional storage subscriptions will become effective when your storage subscription term at the pricing specified in our current list price, prorated for the remainder of the subscription term in effect at the time.

3.3 Free Editions

We may offer free Services. Use of Free Services is subject to the terms and conditions of this Agreement. Please note that Free Services are provided to You without charge up to certain limits based on project details. Usage over these limits requires Your purchase of additional resources or Services. You agree that COMPU-DATA, in its sole discretion, may terminate Your access to the Free Services or any part thereof.

4. Restrictions on Use

You shall not engage in or permit any unacceptable use of the Services, which include (a) dissemination or transmission (or establishment of links within our offered services therefor) of material that, to a reasonable person may be abusive, obscene, pornographic, defamatory, harassing, grossly offensive, vulgar, threatening or malicious; (b) dissemination or transmission of files, graphics, software or other material that actually or potentially infringes the copyright, trademark, patent, trade secret, or other intellectual property right of any person; (c) interference, disruption or attempt to gain unauthorized access to other accounts using this service or any other computer network; (d) dissemination or transmission of viruses, Trojan horses or any other malicious code or program; or (e) engaging in any other activity reasonably considered by COMPU-DATA to conflict with the spirit and intent of this Agreement and the Services through this agreement.

Additionally, and in Summary, You Shall Not:

- 1. Transfer or otherwise make available to any third party the Services
- 2. Use the Services for illegal purposes or for the transmission of material that is unlawful, defamatory, harassing, libelous, invasive of another's privacy, abusive, threatening, harmful, vulgar, pornographic, obscene, or is otherwise objectionable, offends religious sentiments, promotes racism, contains viruses, or that which infringes or may infringe intellectual property or other rights of another.
- 3. Use the Services for the transmission of "junk mail", "spam", "chain letters", "phishing" or unsolicited mass distribution of email.

We reserve the right to terminate Your access to the Services if there are reasonable grounds to believe that You have used the Services for any illegal or unauthorized activity.

5. Obligations of User

5.1 Prerequisites

You are responsible for obtaining access to the Internet and the respective equipment necessary to use the Services.

5.2 Sign up Obligations

You agree to:

- 1. Provide true, accurate, current and complete information about the users of the system.
- 2. Maintain and promptly update the information provided during sign up to keep it true, accurate, current, and complete.

If You intentionally provide any information that is untrue, inaccurate, outdated, or incomplete, or if COMPU-DATA has reasonable grounds to suspect that such information is untrue, inaccurate, outdated, or incomplete, COMPU-DATA may terminate Your subscription and refuse current or future use of any or all of the Services.

5.3 Transmitted Content

You agree to be solely responsible for the contents of Your transmissions through the Services.

5.4 Use of Extensions

When You enable a COMPU-DATA extension that copies, modifies or displays Your data, and it can be reasonably inferred by You that this extension requires COMPU-DATA to access, copy, distribute, store, transmit, or reformat Your data in order to perform the function enabled by the extension, You grant COMPU-DATA rights to do so in order to provide You with the added functionality.

When You enable a COMPU-DATA extension that connects to a third-party application or Service, You acknowledge that You agree to the third party's terms of service, and grant COMPU-DATA permission to access, copy, reformat, transmit, and to make available to the third party in question, any data required by said third party to render Services to You. You further indemnify COMPU-DATA of any liability associated with the third-party's access to and use of data provided to it on Your behalf.

5.5 Privacy Policy

User Data You provide to COMPU-DATA through the Service is governed by COMPU-DATA Privacy Policy. Your election to use the Service indicates Your acceptance of the terms of the attached Exhibit A, COMPU-DATA <u>Privacy Policy.</u>

5.6 Secure use

You are responsible for the secure use of the Services. This includes securing Your account authentication credentials, protecting the security of Your data when in transit to and from the Services and taking any appropriate steps to securely encrypt or export any of Your data uploaded to the Services. You are additionally responsible for ensuring that You do not accidentally make any private content publicly available.

COMPU-DATA strongly recommends You use COMPU-DATA's advanced security (Circle of Trust) encryption (which is solely Your decision) to protect against unauthorized access to documents, information and data stored on the System, in particular with respect to documents that contain information and data that may be subject to federal, state or foreign laws, regulations, rules or pronouncements relating to maintenance and protection of the privacy of such information and data, including, without limitation, any such data or information that may be considered as "personal information" or "personally identifiable information" (or any variant thereof) or "protected health information" (or any variant thereof).

You agree to use commercially reasonable efforts such as the data encryption option (Circle of Trust) offered by COMPU-DATA to prevent unauthorized access to or use of Services and notify us promptly of any such unauthorized access or use.

The Circle of Trust encryption option is by default used in the CertaVote™ application.

5.7 Legality of data

You shall be responsible for the accuracy, quality, and legality of Your Data and the means by which You acquired Your data.

5.8 Compliance with local laws

You agree to use Services only in accordance with this Agreement and applicable laws and government regulations.

5.9 Other Users compliance

If You are agreeing on behalf of Your business, You will be responsible for the compliance of other users with the terms of this Agreement.

If any users on Your subscription violate the terms of this agreement, COMPU-DATA may terminate Your subscription and refuse the current or future use of any or all of the Services to You and Your business.

6. Obligations of COMPU-DATA

6.1 Security

COMPU-DATA will maintain administrative and technical safeguards for the protection of the security, confidentiality, and integrity of Your Data. Those safeguards will include, but are not limited to measures for preventing access, use, modification or disclosure of Your data, except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law in accordance with the "Confidentiality: Compelled Disclosure" section below, or (c) as expressly permitted in writing by You.

6.2 Privacy of User Data

COMPU-DATA commits to safeguarding the personal information relating to the individual users of the Service and agrees to the terms defined in the Privacy Policy.

6.3 Privacy of Customer Data and Personal Data

Where Your use of Services includes the processing of Customer Personal Data as described in the DPA, the terms of the Data Processing Addendum ("DPA") shall apply to such processing (contact COMPU-DATA to sign DPA), and shall be incorporated into this Agreement from the date that You sign the DPA in accordance with the instructions therein.

6.4 Availability

We will use commercially reasonable efforts to make the online purchased Services available 24 hours a day, 7 days a Week, except for: (i) planned downtime (of which We shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond Our reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Infrastructure or Internet service provider failure or delay, Non-COMPU-DATA Application, or denial of service attack.

6.5 Security Breach.

COMPU-DATA uses commercially reasonable technical, procedural and electronic systems to ensure the security and safety of its System, but there can be no assurance that the System will not be subject to unauthorized access by persons over which COMPU-DATA has no control (for example, hackers). COMPU-DATA strongly recommends You use COMPU-DATA's advanced security (Circle of Trust) encryption (which is solely Your decision) to protect against unauthorized access to documents, information and data stored on the System, in particular with respect to documents that contain information and data that may be subject to federal, state or foreign laws, regulations, rules or pronouncements relating to maintenance and protection of the privacy of such information and data, including, without limitation, any such data or information that may be considered as "personal information" or "personally identifiable information" (or any variant thereof) or "protected health information" (or any variant thereof). Because COMPU-DATA will not have direct control or knowledge as to the contents of documents and data and information that may be stored on the System by You, COMPU-DATA's only obligation in the event of any unauthorized access to the System that may be considered a security breach under applicable law, regulation, rule or pronouncement will be to notify You as soon as reasonably possible after COMPU-DATA becomes or is made aware of any such access, which notice will include reasonable summary of the event or occurrence, including the date(s) thereof and, if known, the person(s) responsible for such access.

7. Fees, Payments, Cancellations, & Refunds

7.1 Automatic renewal & Fee revision

At the end of each COMPU-DATA Cloud subscription period, subscriptions are automatically renewed, and payment is processed using the payment method previously used. We reserve the right to modify subscription fees and to charge for the use of Services that are currently available free of charge.

7.2 Fees are non-refundable

You will pay all fees specified in Order Forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services purchased and not actual usage, and (ii) payment obligations are non-cancelable, paid in advance and fees paid are non-refundable.

7.3 Invoicing and Payment Details

Fees will be invoiced monthly/annually in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, fees are due Net 30 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information. This contract Term is priced and invoiced using the Texas DIR Contract # DIR-CPO-4827.

7.4 Payment by credit card or PayPal

If You are paying by credit card or PayPal, You authorize us to charge Your credit card or bank account or PayPal account for all fees payable during the Subscription Term. You further authorize us to use a third party to process payments, and consent to the disclosure of Your payment information to such third party.

7.5 Refunds

For payments made for past periods, refunds will not be issued. Payments towards migration Services, kickstart Services, training service fees are non-refundable after the service has started.

7.6 Payment Retries and Account Suspension

If payment is not received 30 days after the date COMPU-DATA notifies You in writing that such payment has not been received in accordance with the payment terms, COMPU-DATA will put the account in the suspended state, for the next 15 days. To re-activate Your account, You can simply pay the outstanding invoice(s). If Your account has not been activated within 75 days of suspension, Your instance will be deleted. An archive will be available for another 30 days.

7.7 Cancellations

You can discontinue this subscription at any time. Cancellations that are made prior to the end of any contract period will stop the automatic renewal of Your COMPU-DATA Cloud contract at the end of the existing contract period. Your account will remain active until the end of the contract period that has already been paid for. You continue to be charged for the Service until the end of the agreed to contract period.

7.8 Payment Disputes

COMPU-DATA will review and respond to payment disputes submitted to ar@cdlac.com address. However, We will not exercise our rights under the "Payment Retries and Account Suspension" section above if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

7.9 Sales Tax

All fees are exclusive of taxes, which We will charge as applicable. You agree to pay any taxes applicable to Your use of the subscription service and other Services.

7.10 Future Functionality

You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by us regarding future functionality or features.

8. Subscription Term, Termination, & Suspension

8.1 Term and Renewal

Your initial subscription period will be specified in Your Order, and Your subscription will automatically renew each year at the beginning of the contract date. To prevent a renewal of the subscription, You must cancel the subscription. If You add products during the Subscription Term, the fees for these additional products will be prorated and they will renew along with Your subscription unless otherwise indicated in Your Order.

8.2 Suspension and Termination of Paid Accounts

We will notify you in writing if we suspend Your user account or temporarily disable access to whole or part of any Service in the event of any suspected illegal activity, or requests by law enforcement or other government agencies. Objections to suspension or disabling of user accounts should be made to adm@cdlac.com within thirty days of being notified about the suspension. We may terminate a suspended or disabled user account after thirty days. We will also terminate Your user account on Your request. In addition, We reserve the right to terminate Your user account and deny the Services upon reasonable belief that You have violated the Terms of this Agreement and have not cured the violation within 30 days of being notified in writing of such violation. We reserve the right to terminate Your access to any Beta Service in case of unexpected technical issues or discontinuation of the Beta Service. Termination of user account will include denial of access to all Services, deletion of information in Your user account such as Your e-mail address and password and deletion of all data in Your user account.

8.3 Suspension and Termination of Free Services

We may suspend, limit, or terminate Free Services that we provide at any time without notice.

9. Data Ownership

9.1 Data Ownership

We respect Your right to ownership of content and data created or stored by You. You own the content created or stored by You. Unless specifically permitted by You, Your use of the Services does not grant COMPU-DATA or any of its partners the license to use, reproduce, adapt, modify, publish or distribute the content created by You or stored in Your user account for

COMPU-DATA's commercial, marketing or any similar purpose. But You grant COMPU-DATA permission to access, copy, store, and reformat, the content of Your user account solely as required for the purpose of providing the Services to You.

9.2 Sample files and Applications

COMPU-DATA may provide sample data and files for the purpose of demonstrating the possibility of using the Services effectively for specific purposes. The information contained in any such sample files and applications consists of random data. COMPU-DATA makes no warranty, either express or implied, as to the accuracy, usefulness, completeness or reliability of the information or the sample files and applications.

10. Communications from COMPU-DATA

The Service may include certain communications from COMPU-DATA, such as service announcements, administrative messages, and newsletters. You understand that these communications shall be considered part of using the Services. As part of our policy to provide You total privacy, We also provide You the option of opting out from receiving newsletters from us. However, You will not be able to opt-out from receiving service announcements and administrative messages.

11. Confidentiality

11.1 Confidential Information

Your Confidential Information includes Your Data, User Data, Customer Data and Personal Data; Our Confidential Information includes our Services; and Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

11.2 Protection of Confidential Information

The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

11.3 Compelled Disclosure

The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

12. Customer Data Storage and Deletion Policy

With respect to Customer Data, DPA which is hereby incorporated by reference shall apply and the parties agree to comply with terms defined in DPA. For the avoidance of doubt, COMPU-DATA is a Data Processor, which process the data on behalf of the Customer ("Data Controller").

13. Referral Programs

COMPU-DATA may make available, at its discretion, participation in referral programs that reward participants for referring clients to COMPU-DATA. By participating in these programs, You agree to keep confidential all program related materials, terms, details, and agreements, except where expressly granted by COMPU-DATA. Additionally, any referral links provided by COMPU-DATA for the purposes of this program may not be passed through any tools that shorten, modify, or track links in any way. Links may additionally not be transferred, sold, or made available to the general public unless expressly permitted by COMPU-DATA. If users are found to have engaged in behavior that violates these terms, COMPU-DATA may rescind access to the referral program, and revoke all rewards earned through the program.

14. Modification of Terms of Service

We may modify, with Your consent, the Terms of this Agreement upon notice to You at any time. You will be provided notice of any such modification by electronic mail or by publishing the changes on the Website terms-of-service. You may terminate Your use of the Services if the Terms are modified in a manner that substantially affects Your rights in connection with the use of the Services.

15. Trademark

COMPU-DATA, COMPU-DATA logo, Data onDemandTM, Data onDemand logo, Virtual FileRoomTM Virtual FileRoom logo, DigitalAsset FinderTM, DAFCapture ProTM, DAFConnect® and DAFConnect logo and DigitalAsset Finder logo are trademarks of COMPU-DATA International, LLC including but not limited to those identified in COMPU-DATA's <u>Legal Notice page</u>. You agree not to display or use, in any manner, the COMPU-DATA trademarks, without COMPU-DATA's prior consent.

Other products and company names mentioned and used in our services may be trademarks of their respective owners.

16. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT THE USE OF THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES ARE PROVIDED ON AN AS-IS-AND-AS-AVAILABLE BASIS. COMPU-DATA EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPU-DATA MAKES NO WARRANTY THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR VIRUS-FREE. USE OF ANY MATERIAL DOWNLOADED OR OBTAINED THROUGH THE USE OF THE SERVICES SHALL BE AT YOUR OWN DISCRETION AND RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM, MOBILE TELEPHONE, WIRELESS DEVICE OR DATA THAT RESULTS FROM THE USE OF THE SERVICES OR THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER WRITTEN OR ORAL, OBTAINED BY YOU FROM COMPUDATA, ITS EMPLOYEES OR REPRESENTATIVES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TERMS

17. Limitation of Liability

17.1 Limits to Liability

IN NO EVENT SHALL THE AGGREGATE LIABILITY OF COMPU-DATA AND ITS AFFILIATES TO YOU AND YOUR AFFILIATES IN RESPECT OF ANY SERVICE, WHETHER DIRECT OR INDIRECT, EXCEED THE FEES PAID BY YOU TOWARDS SUCH SERVICE IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT YOUR AND YOUR AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE

17.2 Exclusion of Consequential and Related Damages

YOU AGREE THAT COMPU-DATA SHALL, IN NO EVENT, BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, OR OTHER LOSS OR DAMAGE WHATSOEVER OR FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, COMPUTER FAILURE, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS ARISING OUT OF OR CAUSED BY YOUR USE OF OR INABILITY TO Last Update: May 1, 2024

USE THE SERVICE, EVEN IF COMPU-DATA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

19. Governing Law, Jurisdiction, Arbitration, and Notices

19.1 Governing Law and Jurisdiction

This Agreement will be governed by, construed and enforced in accordance with the laws of the State of Texas, U.S.A. The parties agree that Houston, Texas in the U.S.A. will be the venue of any dispute and will have jurisdiction over all parties.

19.2 Arbitration

If a dispute arises out of or relates to this Agreement or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by any recognized Arbitration Association under its Commercial Mediation rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

19.3 Manner of Giving Notice.

All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant administrators designated by You.

Refer to Exhibit B for where Legal Notices should be sent to:

19. End of Terms of Service

Contact us for any questions pertaining to this agreement. You may reach us at adm@cdlac.com

20. U. S. Export Restrictions

You acknowledge and agree that the software programs of CDI and related technical information to be provided to You for performance of the Services are subject to export controls under the U.S. Export Administration regulations. You will (i) comply strictly with all legal requirements established under these controls, (ii) cooperate fully with CDI in any official or unofficial audit or inspection that relates to these controls and (iii) not export, re-export, divert or transfer, directly or indirectly, any such item or direct products thereof to Cuba, Iran, Iraq, Libya, North Korea or any country that is currently embargoed by Executive Order, unless You has obtained the prior written authorization of the U.S. Commerce Department.

21. Severability

Should any provision of this Agreement be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions of this Agreement shall not be affected or impaired thereby.

22. Section Headings

Section headings have been included in this Agreement merely for convenience or reference. They are not to be considered part of, or to be used in interpreting, this Agreement.

23. Entire Agreement

This Agreement and associated Statements of Work constitute the complete and entire statement of all conditions and representations of the agreement between COMPU-DATA and You with respect to its subject matter and supersedes all prior writings or understandings.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first above written.

COMPU-DATA International, LLC			COMPA	ANY:
Ву:	Juan J	Digitally signed by Juan J Celaya DN: cn=Juan J Celaya, o=COMPU- DATA International, ou,	By:	All home
•	Celaya	email=jcelaya@cdlac.com, c=US Date: 2025.10.15 16:41:40 -05'00'	_	
Name: Juan J. Celaya			_ Name:	Seff Branick
Title:	President & C	EO	_ Title: _	County Judge
Date	10/15/2025		Date [.]	10/21/2025

Exhibit A Your Privacy Rights

TYPES OF PERSONAL INFORMATION WE COLLECT AND HOW WE COLLECT IT

Personal Information: This policy covers the following personal information that COMPU-DATA collects through your use of the COMPU-DATA Web sites and in connection with off-line communications. Specifically, COMPU-DATA may collect this information from offline and online registrations, forms and communications and interactions, and sales inquiries and transactions. COMPU-DATA also may use third party sources, such as opt-in lists, as specified in Section 4 below.

- Contact information, such as name, physical address, telephone number, email address, and company. The majority of the information collected under this category is business contact information.
- Transactional information, including information about the products and services you request, purchase or download.
- User preferences, such as product requirements, areas of industry interest, newsletters, community choices and other information you select in the customer profile when registering on www.cdlac.com.
- Financial/credit card and payment information.
- Event and conference participation information, such as lectures, classes or booths
 attended or visited during an event or conference hosted or attended by COMPU-DATA.
 If we use electronic tracking technologies at an event, we will provide notice in the event
 registration materials and/or correspondence.

Electronic Communications Protocols and Cookies: In addition to the information specified above, COMPU-DATA may collect information about your use of the cdlac.com Web sites through electronic communications protocols and cookies. As is true when you visit most Web sites, COMPU-DATA may automatically receive personal information from you as part of the communication connection itself, which often consists of network routing information (where you came from), equipment information (browser type), and date and time. COMPU-DATA also uses cookies, embedded URLs and embedded pixels to capture additional information.

Cookies: COMPU-DATA's server will query your computer to see if there are "cookies" previously set by the COMPU-DATA Web sites. A cookie is a small piece of information sent Last Update: May 1, 2024

by a Web server to store on a Web browser so it can later be read back from that browser. Cookies on the Web sites may collect a unique identifier, user preferences and profile information and membership information. COMPU-DATA also uses cookies to collect general usage and volume statistical information (which does not include personally identifiable information). Some cookies may remain on the user's computer after they leave the Web site, and the majority are set to expire within 30 days. While we do not offer an opt-out for cookies, browsers provide you information and control over cookies. You can set your Web browser to alert you when a cookie is being used, and accept or reject the cookie. You can also set your browser to refuse all cookies or accept only cookies returned to the originating servers. Users can generally disable the cookie feature on their browser without affecting their ability to use the site, except in some cases where cookies are used as an essential security feature necessary for transaction completion.

Embedded URLs: COMPU-DATA also uses a tracking technique that employs embedded URLs to allow use of the site without cookies. Embedded URLs allow limited information to follow you as you navigate the site, but is not associated with personal information and is not used beyond the session.

Embedded Pixels: On the Web site, COMPU-DATA may use embedded pixel technologies on selected pages for the purposes of identifying unique user visits to the cdlac.com Web sites as opposed to aggregate hits. In addition, these technologies are used in emails to provide information on when the email was opened to track marketing campaign responsiveness.

USE AND SHARING OF PERSONAL INFORMATION

COMPU-DATA uses (and, where specified, shares) your personal information for the following purposes:

To engage in transactions. COMPU-DATA may use personal information such as name, physical address, telephone number, email address, and company to engage in transactions with you, including contacting you about your order.

To process transactions. COMPU-DATA may use financial/credit card and payment information to process your order. COMPU-DATA may need to share some of this information with delivery services, credit card clearing houses and other similarly situated third parties to complete the transaction.

To provide support or other services. COMPU-DATA may use your personal information to provide you support or other services you have ordered, as well as product updates, product patches and fixes and other similar communications.

To tailor marketing to your needs and respond to your requests. COMPU-DATA may use information from your order, your cdlac.com profile, or other specified requirements to provide you with notices of new product releases and service developments. COMPU-DATA also may use your personal information to respond directly to your requests for information, including registrations for newsletters or other specific requests, or pass your contact information to the appropriate CDI distributor or reseller to respond to your request. In addition, COMPU-DATA may ask if you wish to have your contact information shared with other selected partners that offer complementary products or services. If you agree, COMPU-DATA will provide your contact information to those partners. Please review the specific partner's privacy policy regarding any further interactions with them.

To provide online forums. Some services available on the Web sites permit you to participate in interactive discussions or post comments or opportunities to a bulletin board or exchange. Some of these services are moderated; all may be accessed for technical reasons. COMPU-DATA does not control the content that users post to these forums. You should carefully consider whether you wish to submit personal information to these forums and should tailor any content you submit appropriately and in accordance with the relevant terms of use.

To administer product downloads. COMPU-DATA may contact you if you download products so that it may confirm certain information about your order (for example, that you did not experience problems in the download process) or to discuss the downloaded products or to provide marketing or sales information about related products and services. COMPU-DATA also may use this information to confirm compliance with licensing and other terms of use.

To select content, improve quality and facilitate use of the Web Sites. COMPU-DATA may use your personal information, including the information gathered as a result of site navigation and electronic protocols and cookies (including third party cookies), to help create and personalize Web site content, facilitate your use of the Web sites (for example, to facilitate navigation and the login process, avoid duplicate data entry, enhance security, keep track of shopping cart additions and preserve order information between sessions), improve Web site quality, track marketing campaign responsiveness, and evaluate page response rates.

To provide various COMPU-DATA communities, such as partners, with relevant product alerts and updates. If you sign up for an COMPU-DATA community, COMPU-DATA will also provide you information in which you have expressed an interest related to new product releases, alerts, updates, prices, terms, special offers and associated campaigns.

To power joint sales or product promotions. COMPU-DATA and its partners may engage in joint sales or product promotions. Such promotions will always reference the partners involved. Both COMPU-DATA and the partner(s) will have access to that information, and either COMPU-DATA or our partners may provide you the sales or product promotion information. We recommend you review the privacy policies of these partners to address your particular needs and concerns.

To contact a referral/"tell a friend". If you elect to use our referral service to inform a friend about our site, we will ask you for the friend's name and email address. COMPU-DATA will automatically send the friend a one-time email inviting them to visit the site. COMPU-DATA uses this personal information for the sole purpose of sending this one-time email and tracking the success of our referral program. The friend may contact COMPU-DATA at sales@cdlac.com to be removed from the referral program.

To communicate with you about a conference or event. We or our partners may communicate with you about a conference or event hosted or co-sponsored by COMPU-DATA or one of our partners. This may include information about the event's content, event logistics, payment, updates, and any additional meetings, special demonstrations or other customer facilitation that we may provide related to the event. COMPU-DATA may contact you after the event about the event and related products and services. COMPU-DATA will also permit designated partners or conference sponsors to send you up to two communications through the services of a third party bonded warehouse. Please note that our partners or conference sponsors may directly request your personal information at their conference booths or presentations; however, providing your information is optional, and you should review their privacy policies to address your particular needs and concerns.

To comply with legal requirements. COMPU-DATA may be required to disclose your personal information in order to comply with legally mandated reporting, disclosure or other legal process requirements. COMPU-DATA will use reasonable efforts to limit the personal information it provides for this purpose.

Please note that your personal information may be transferred, accessed and stored globally as necessary for the uses stated above in accordance with this policy.

POLICY UPDATES

We may update this policy from time to time. We will post a prominent notice in this section of this policy notifying users when it is updated. If we are going to use your personal information in Last Update: May 1, 2024



COMPU-DATA International, LLC 14610 Falling Creek Dr. Houston, Texas 77068 Phone 281.292.1333 Fax 866.836.6069 Sales Contact: Carlos Gutierrez

	128
	QUOTE: CDI-152129
	Issued Date: 05-30-2025 Expiration Date: 10-31-2025
	Company Name
	Jefferson County
	Contact Name
-	Roxanne Acosta-Hellberg Jefferson County Clerk
	Emall all Purchase Orders to orders@cdlac.com

Billing Address	Shipping Address
Roxanne Acosta-Hellberg Jefferson County	Roxanne Acosta-Hellberg Jefferson County 1149 Pearl St Beaumont, TX 77701

Item Part #	Description	Qty.	Price	item Total	Final Total
DODCV-T9	CertaVote™ - SaaS Voter Records Management and Mail In Ballot System (Tier 9)	1	\$15,800.00	\$15,800.00	\$15,800.00
	CertaVote™ Voter Records Management and Mail-In-Ballot System Up to 200,000 voters, Unlimited Users and Unlimited Storage. Store Voter Registration Applications, ABBMs and all written and electronic communications Advanced data encryption and Flash Performance Storage (includes nightly snapshot backups w/30-Day retention) Mail-In-Ballots; Automatically Prepare 3 Envelope Types for Printing, Registering and Tracking Ballot Board Reports for Review and Results Recording List \$40,000/year *Special Pricing applied Includes: Standard Set-Up Installation & Configuration User Set-Ups Basic CertaVote Training (Up to 5hrs of end-user training) Synchronization of CertaVote™ with TEAMs data *One time Multi-year Discount Year 1: \$15,800 Year 2; \$20,000 Year 3: \$22,000 Requires 3 year subscription				
				Items Total	\$15,800.00
	Discount(0%)				
				Adjustment	0.0
			GRA	ND TOTAL(\$)	\$15,800.0

Comments / Clarifications

Note: Express or Priority shipping will be added at time of invoicing.

Terms and Conditions:

** COMPANY CONFIDENTIAL **

Privileged/Confidential information is contained in this price quote. If you are not the addressee indicated in this quote (or responsible for delivery of the quote to the addressee), you may not copy or deliver this message to anyone not employed by your organization. In such case, you should destroy this message, and notify us immediately.

*This quote expires 30 days from "Issued Date" unless otherwise specified,

*Unless otherwise agreed in writing by the supplier all invoices are payable within thirty (30) days of the date of invoice

*Texas Sales tax and Shipping will be added at time of Invoicing

*Annual Software Assurance (ASA) provides all software updates and upgrades at no additional cost provided the annual contract is current. Primary technical support is provided by CDI. This shall include standard releases with improvements or modifications to the Software, which are not priced as new products or options ("Standard Release").

*Pricing is subject to purchase through TXDIR contract.



Contract # DIR-CPO-5415

http://www.cdlac.com



RT LAWRENCE CORPORATION

October 9, 2025

Jefferson County Tax Office 1149 Pearl Street - First Floor, Beaumont, TX 77701-3321 Attention: Kate Carroll Tax Assessor/Collector

Dear Ms. Carroll:

RT Lawrence Corporation's remittance processing systems, RTLFiRST and FirstView, are proprietary software solutions that have been utilized by Jefferson County for more than thirteen (13) years. Both systems are developed, owned, patented and exclusively maintained by RT Lawrence Corporation (RTL).

Accordingly, licenses for these software solutions and any accessories can only be obtained and supported by RTL as a Sole Source Provider.

Jefferson County has also requested hardware capable of slicing open envelopes, presenting contents for extraction, and scanning all documents through a one-touch process. Opex Corporation is the sole manufacturer offering an integrated, all-in-one opener/extractor/scanner. Therefore, Opex Corporation is a Sole Source Provider for the hardware required by Jefferson County, and no other vendors or resellers are authorized to sell the Opex solution to the County other than RT Lawrence Corporation.

This sole source rationale has also been historically recognized and used as a basis for procurement by the following Texas counties: Denton, Ellis, Hidalgo, Montgomery, and, most recently in 2025, Johnson County.

Should you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

John Phillips

Director, Payment Solutions Direct: (312) 296.2796

E-mail: John.Phillips@rtlawrence.com

Copyright

Registration Number / Date:

TX0004932895 / 1999-02-18

Type of Work:

Computer Files

Title:

RTLcheckmate.

Date of Creation:

1998

Date of Publication:

Jan98

Copyright Claimant:

RT Lawrence Corporation

Description:

Computer program.

Notes:

Printout only deposited.

Names:

RT Lawrence Corporation

USCO Catalog Link:

https://publicrecords.copyright.gov/detailed-record/voyager_15590574

Disclaimer: This material was generated by the U.S. Copyright Office's Copyright Public Records System (CPRS). For certified records, contact the Records Research and Certification Division. For information on searching copyright records, see How to Investigate the Copyright Status of a Work (Circular 22). For information on removing personal information from Copyright Office public records, refer to Privacy: Public Copyright Registration Records(Circular 18).



Fw: Budget Amendment Request - Transfer of Funds

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

Date Tue 10/14/2025 1:31 PM

To Rebekah Patin < Rebekah. Patin@jeffersoncountytx.gov>

3 attachments (1 MB)

All Weather Floor Mats for 2025 F150.pdf; Bed Liner for 2025 F150.pdf; Classic Tint Retrax Bed Cover 10-13-2025.pdf;

Fran Lee County Auditor Jefferson County, Texas 1149 Pearl Street 7th Floor Beaumont, Tx 77701 Phone (409) 835-8500 Fax (409) 839-2369

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

From: Robert Grimm < Robert.Grimm@jeffersoncountytx.gov>

Sent: Tuesday, October 14, 2025 1:28 PM

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

Subject: Re: Budget Amendment Request - Transfer of Funds

Fran,

I'd like to request a transfer of \$2,700 from the travel account (120-5080-429.50.62) to the minor equipment account (120-5080-429.30.84).

The funds will be used to purchase equipment for the F-150 pickup, including a Retrax truck cover (\$2,380.00), bed liner (\$129.95), and all-weather floor mats (\$149.99).

Thanks,

Robert J. Grimm, CEM®, TEM© Emergency Management Coordinator Jefferson County Cell 409-651-0360 Office 409-835-8757 Fax 409-835-8767



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

Sent: Monday, October 13, 2025 1:29 PM

To: Robert Grimm < Robert.Grimm@jeffersoncountytx.gov> **Subject:** Re: Budget Amendment Request – Transfer of Funds

Since this has to go to court, please include account numbers and a quote for the items to be purchased.

Fran Lee County Auditor Jefferson County, Texas 1149 Pearl Street 7th Floor Beaumont, Tx 77701 Phone (409) 835-8500 Fax (409) 839-2369

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

From: Robert Grimm < Robert.Grimm@jeffersoncountytx.gov>

Sent: Monday, October 13, 2025 1:28 PM

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

Subject: Budget Amendment Request - Transfer of Funds

Fran,

I'd like to request a transfer of \$2,700 from the Travel account to the Small Equipment account. We'll use these funds to purchase additional equipment for the F-150 pickup truck in the Emergency Management office.

Robert J. Grimm, CEM®, TEM© Emergency Management Coordinator Jefferson County Cell 409-651-0360 Office 409-835-8757 Fax 409-835-8767



Delivering to Beaumont 77706 Undate location

.

All • 2025 f150 all weather mats -----

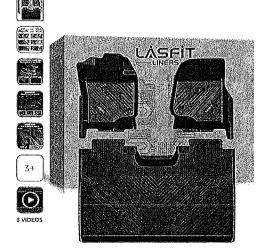
Hello, sign in EN - Account & Lists - & Orders

Shop LASFIT

Sponsored

Automotive > Interior Accessories > Floor Mats & Cargo Liners > Cargo Liners

amazonconfirmedfit | Make sure this fits



Click to see full view

LASFIT Floor Mats for Ford F-150 2015-2025 | F150 Lightning 2022-2025 SuperCrew (Rear w/o Fold Flat Storage) Carpet Floor All Weather Protector TPE Truck Liners- 1st & 2nd Row, 3pcs Black

Visit the LASFIT Store

4.8

1,958 ratings

Overall Pick

3 sustainability features

1K+ bought in past month

\$149⁹⁹

FREE Returns

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Apply \$25 coupon Shop Items > | Terms

Apply now and get a \$60 Amazon Gift Card upon approval of the Amazon Store Card, or see if you pre-qualify with no impact to your

Available at a lower price from other sellers that may not offer free Prime shipping.

Style: 1) 2015-2025 | Ford F-150 SuperCrew| 1st & 2n...

1) 2015-2025 | For... \$149.99

3) Explorer 7-Seatl 20... \$219.00

5) Escape Gasolinel... \$149.99

6) Transit| 15-21 | Fro... \$99.00

7) Expedition... \$199.00

8) Ranger 20-23 ... \$127.50

\$149.00

9) Mustang 15-25 |... \$189.00

10) Focus Hatchback... \$189.00

1) F-150 SuperCrew... \$139.00

4) Bronco 4door 21-2... \$89.99

9) 2021-2025 | For... \$149.99

\$109.90 Color

Black LASFIT

Brand Product

39.4"L x 28.7"W x 4.5"Th

Dimensions

UPC

810038821207

Global Trade Identification 00810038821207

Number

Manufacturer LASFIT

prime

Enjoy fast, free delivery, exclusive deals, and awardwinning movies & TV shows.

Join Prime

\$14999

FREE delivery Sunday, October

Or Prime members get FREE delivery Thursday, October 16. Order within 14 hrs 27 mins. Join Prime

Delivering to Beaumont 77706 -Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon

Sold by LASFIT LINERS Direct

Returns

FREE 30-day refund/replacement

Packaging Ships in product

packaging

✓ See more

Add a gift receipt for easy returns

Add to List

Other sellers on Amazon

New & Used (2) from \$14099 & FREE Shipping.

All Amazon Haul Medical Care - Luxury Best Sellers Amazon Basics New Releases Registry Today's Deals Gift Cards - Smart Home Prime
Automotive Amazon Autos Your Garage Deals & Rebates Best Sellers Parts - Accessories - Tools & Equipment - Car Care - Motorcycle & Powersports - Truck
Shop 3W

Automotive · Exterior Accessories · Truck Bed & Tallgate Accessories · Truck Bed Mats

amazonconfirmedfit | Make sure this fits



Click to see full view

TripleAliners Truck Bed Mat Compatible with 2015-2024 2025 Ford F150 Accessories (6.5ft, 78.9in) Vehicle Perfectly Flush All Weather Protection TPE Heavy Duty Pickup Car Bed Cargo Mat

#1 Best Seller in Truck Bed Mats

50+ bought in past month

\$12995

FREE Returns

Coupon: Apply \$20 coupon Shop items > | <u>Terms</u>

Save 5% on 2 select item(s) Shop items >

Get \$60 off instantly: Pay \$69.95 upon approval for the Amazon Store Card.

Size;

2) F150 | 15-25 | 6.5FT

Bundles with this item

See all bundles

Brand TripleAliners

Product 31.25"L x 26.75"W x 4.25"Th

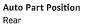
Dimensions

Manufacturer TripleAliners
Automotive Fit Vehicle Specific Fit

Туре

Material
Thermoplastic Elastomer

(TPE)



Fit Type
Vehicle Specific Fit

F150 6.5 FT

Vehicle Service Type

Fit for 2015-2025 Ford

prime

Enjoy fast, free delivery, exclusive deals, and award-winning movies & TV shows.

Sponsored

Join Prime

\$12995

FREE delivery Sunday, October 19

Or Prime members get FREE delivery **Friday, October 17.** Order within 14 hrs 29 mins. Join Prime

> Delivering to Beaumont 77706 -Update location

In Stock

Quantity: 1

Add to Cart

Buy Now

Ships from Amazon
Sold by TripleAliners US

Returns

FREE 30-day refund/replacement

Payment Secure transaction

Add a gift receipt for easy returns

Add to List



WEIZE Truck Bed Mat...
4.7 255

\$8999

Sponsored

About this item

Classic Tint, Inc.

5607 College Street Beaumont, TX 77707

Estimate

Date	Estimate #
10/14/2025	1654

•

Item	Description	Qty	/	Rate	Total
Retraxx Installation	PRO Installation Labor		9,81 ₂ , 113	2,300.00 80.00	2,300.00 80.00
	Ford F-150 SWB	Salebea			
			14314		
	Jeffry.Phillips@jeffersoncountytx.gov				
			Sub	total	\$2,380.00
			Sale	es Tax (8.25%)	\$0.00
			Tot	al	\$2,380.00

E-mail	Web Site	
callclassictint@gmail.com	Classictint.com	

1085 Pearl Street Beaumont, Texas 77701

P.O. Box 1151 Beaumont, Texas 77704



Phone: 409-835-8475 Fax: 409-839-2379

E-mail address: countyclerk@jeffersoncountytx.gov

Roxanne Acosta-Hellberg

JEFFERSON COUNTY CLERK

Haylee Fournier

Operations Manager

Trudy Grinnell
CHIEF DEPUTY

Denise Taylor

Accounting Administrator

https://jeffersoncountytx.gov/cclerk/

DATE:

OCTOBER 14, 2025

TO:

FRAN LEE

FROM:

ROXANNE ACOSTA-HELLBERG, COUNTY CLERK

RE:

BUDGET LINE ITEM TRANSFER

Please transfer the amount of \$1,670.00 for shelving for the election barn (see attached quote from ULine) from:

- MISCELLANEOUS SERVICES / ELECTION EXP.-MISC. 120-1034-414-50-23 to
- MINOR EQUIPMENT 120-1034-414-30-84

Respectfully,

Roxanne Acosta-Hellberg, County Clerk



1-800-295-5510 uline.com customer.service@uline.com

PRICING REQUEST

REQUEST # PRA1344848

Thank you for your interest in Uline!

PROVIDED TO:

COUNTY CLERKS OFFICE

1085 PEARL ST

BEAUMONT TX 77701-3545

SHIP TO:

COUNTY CLERK ELECTIONS

7963 VITERBO RD

BEAUMONT TX 77705-9265

cu	STOMER	NUMBER	SHIP VIA	REQUES	T DATE	
	26130	772	LYKES CARTAGE	10/1	10/14/25	
QUANTITY	U/M	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXT. PRICE	
1	кт	H-10504	HEAVY-DUTY PALLET RACK STARTER UNIT - 96 X 42 X 96"	630.00	630.00	
2	EA	H-5719	PALLET RACK ADDITIONAL UPRIGHTS - 42 X 96" PART OF KIT	.00	.00	
4	EA	H-10516	96" HEAVY DUTY PALLET RACK BEAM PART OF KIT	.00	.00	
1	кт	H-10504-ADD	ADD-ON UNIT FOR HEAVY-DUTY PALLET RACK - 96 X 42 X 96"	480.00	480.00	
1	EA	H-5719	PALLET RACK ADDITIONAL UPRIGHTS - 42 X 96" PART OF KIT	.00	.00	
4	ĒΑ	H-10516	96" HEAVY DUTY PALLET RACK BEAM PART OF KIT	.00	.00	
8	EA	H-10518	HEAVY-DUTY PALLET RACK WIRE DECKING - 46" WIDE, 42" DEEP	70.00	560.00	

SUB-TOTAL	SALES TAX	SHIPPING/HANDLING	TOTAL
1,670.00	.00	126.77	1,796.77

NOTE:

DELIVERY TIME 1 BUSINESS DAY VIA LYKES CARTAGE.

ATTENTION: DENISE TAYLOR

NEW: ORDER ONLINE AT <u>ULINE.COM/PRICINGREQUESTDETAIL</u>

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 15, 2025

The following budget amendment for the 279th District Court is necessary for additional funding for indigent defense.

120-2038-412-5079	Juvenile Attorney Fees	20,000	
120-2039-412-5079	Juvenile Attorney Fees		9,000
120-1024-419-5077	Contractual Services		11,000

MEMORANDUM

TO: COMMISSIONERS COURT

FROM: FRAN LEE

SUBJECT: BUDGET AMENDMENT

DATE: OCTOBER 15, 2025

The following budget amendment for the Criminal District Court is necessary for additional funding for indigent defense.

120-2032-412-5072	Pauper Attorney Fees	50,000
120-9999-415-9999	Contingency	15,263
120-1024-419-5077	Contractual Services	34,737

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2025 TAX ROLL THIS 21 DAY OF October, 2025.

JEFA BRANICK

BRANDON WILLIS
Commissioner, Precinct No.

1

CARY ERICKSON

Commissioner, Precinct No.
2

MICHAEL SINE AL Commissioner, Precinct No.

3

EVERETTE D. ALFRED Commissioner, Precinct No.

4

Sworn to and subscribed before me, the undersigned authority, this 21 day of 2025.

ROXANNE ACOSTA-HELLBERG, County Clerk



Page 2 of 41

tc502_juris_summary.rep v1.28

Request Seq.: 4947882

Tax Collection System - JEFFERSON COUNTY
Certified Roll Jurisdiction Summary
Processing For Tax Year: 2025 County Code: ALL Tax Unit: ALL Roll Codes: ALL

Jurisdiction: 1 JEFFERSON COUNTY							
Total Parcels:	155,924	Tax Rate:					
Market Value:	49,198,217,356	State Hom:			Opt Hom:		0.2000000
	,,,,,	State O65:		0	Opt O6		40,000
		Disabled:		40,000	Opt Dis		0
				,	•		
AG Exclusion Count:	3,941	AG Exclusion Amt:		532,030,515			
Timber Exclusion Count:	433	Timber Exclusion Amt:		31,153,134			
HS Capped Count:	21,580	HS Capped Amt:		628,123,494			
NHS Capped Count:	15,873	NHS Capped Amt:		429,475,213			
Assessed Value:	47,577,435,000						
Prorated-Exxy Cnt/Amt:	6,608	3,177,678,896	Low Income Hor	using Cnt/Amt:	14	29,099,500	
100% Exempt Vet Cnt/Amt:	1,127	255,081,965	Pollution Control Cnt/Amt:		161	926,586,415	
Immed Residential Homestead Cnt/Amt:	•	7,492,956	Pro Charitable I	Functions Cnt/Amt:	28	7,499,921	
Pro Youth Associations Cnt/Amt:	28	14,043,470	Surviving Spous	e First Responder Cnt/Amt:	3	631,113	
Prorated-Exxl Cnt/Amt:	4	2,386,337		e Active Duty Cnt/Amt:	1	17,930	
Chdo Cnt/Amt:	27	2,566,226	Abatement Cnt/	•	18	5,505,709,259	
Pro Schools Cnt/Amt:	81	44,950,447	Hb366 Cnt/Amt:	· •	782	974,639	
Pro Misc Exempts Cnt/Amt:	134	10,361,714	Medical Or Bion	nedical Property Cnt/Amt:	4	22,289,191	
Child Care Facility Cnt/Amt:	22	6,887,856	Solar Exemption		11	556,035	
State Homestead Count:	0	State Hamasta	ad Amt	0			
Local Homestead Count:	51,263	State Homestead Amt:		1,949,660,441			
State Over 65 Count:	31,203	Local Homestead Amt: State Over 65 Amt:		1,949,000,441			
Local Over 65 Count:	21,683	Local Over 65 Amt:		827,830,103			
Surviving Spouse Count:	173	Surviving Spouse Amt:		6,653,580			
State Disabled Count:	0	State Disabled Amt:		0,055,560			
Local Disabled Count:	1,852	Local Disabled Amt:		70,901,891			
Total VET Count:	1,358	Total VET Amt:		14,124,907			
*VET Surviving Spouse Count:	49	*VET Surviving Spouse Amt:		504,362			
*included in the Total VET Count/Amt	49	VET But viving Spouse Ame.		304,302			
Partial Exempt Values:	2,869,170,922						
Taxable Value:	34,693,450,208						
Total Levy Amt:	120,526,208.17			4 400 40			
Late AG Penalty Count:	24	Late AG Penalty Amt:		1,498.18			
Late Rendition Penalty Count:	2,426	Late Rendition Penalty Amt:		97,873.24			
Other Penalty Count:	1	Other Penalty Amt:		17.58			
Frozen Account Count:	22,563						
Frozen Homesite Value:	4,064,387,146						
Frozen Taxable Value:	2,297,622,604						
Unfrozen Levy Amt:	8,202,512.70						
Frozen Levy Amt:	4,774,870.23						
Frozen Levy Loss Amt:	3,427,642.47						
Total Non-Exempt Parcel Count:	155,924						



Mailing • P.O. Box 2112 • Beaumont, Texas 77704-2112 Physical Address •1149 Pearl • Beaumont, Texas 77701 Phone: 409-835-8516 • Fax: 409-835-8589

Chief Deputy of Finance – Cindy Savant, P.C.C.

October 8, 2025

Ms. Fran Lee Jefferson County 1149 Pearl Street Beaumont, TX 77701

Dear Ms. Lee:

Attached is the **2025 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved by your Board of Directors at your next board meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

Kate Carroll

Assessor-Collector of Taxes Jefferson County, Texas

KC:hs

Attachment

cc: Rebekah Patin



TEXAS DEPARTMENT OF AGRICULTURE TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2026

A resolution of the County of Jefferson(County) Texas certifying that the County has made a grant to Nutrition & Services for Seniors(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing homedelivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$75,000 to be paid and used between the:

1 of October 2025 and the 30 of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 14 day of October, 2025.

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title



TEXAS DEPARTMENT OF AGRICULTURE TEXANS FEEDING TEXANS: HOME-DELIVERED MEAL GRANT PROGRAM

RESOLUTION AUTHORIZING COUNTY GRANT PROGRAM YEAR 2026

A resolution of the County of Jefferson(County) Texas certifying that the County has made a grant to Center for Christian Services(Organization), an organization that provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability, and certifying that the County has approved the Organization's accounting system or fiscal agent.

WHEREAS, the Organization seeks to apply for grant funds from the Texas Department of Agriculture to supplement and extend existing services for homebound persons in the County who are elderly and/or have a disability pursuant to the Home-Delivered Meal Grant Program (Program);

WHEREAS, the Program rules require the County in which an Organization is providing homedelivered meal services to make a grant to the Organization in order for the Organization to be eligible to receive Program grant funds; and

WHEREAS, the Program rules further require the County approve the Organization's accounting system or fiscal agent in order for the Organization to be eligible to receive Program grant funds;

BE IT RESOLVED BY THE COUNTY:

SECTION 1: The County hereby certifies that it has made a grant to the Organization in the amount of \$6,000 to be paid and used between the:

1 of October 2025 and the 30 of September 2026

SECTION 2: The County hereby certifies that the Organization provides home-delivered meals to homebound persons in the County who are elderly and/or have a disability.

SECTION 3: The County hereby certifies that it has approved the Organization's accounting system or fiscal agent which meets financial management system requirements as set forth in the Texas Grant Management Standards promulgated by the Texas Comptroller of Public Accounts.

Introduced, read, and passed by the affirmative vote of the County on this 14 day of October, 2025.

Signature of Authorized Official of the County

Jeff Branick, County Judge

Typed Name and Title

PGM: GMCOMMV2	DATE		PAGE: 1
NAME	10-21-2025	AMOUNT	CHECK NO. 146 TOTAL
JURY FUND			
DAWN DONUTS CHAPMAN VENDING		43.50 258.55	533354 533385
ROAD & BRIDGE PCT.#1			302.05**
SPIDLE & SPIDLE ENTERGY M&D SUPPLY ACE IMAGEWEAR MARTIN PRODUCT SALES LLC HLAVINKA EQUIPMENT COMPANY GOLDEN TRIÂNGLE GLASS CO ADVANCE AUTO PARTS WILLARD JANNISE AMAZON CAPITAL SERVICES MODERN CONCRETE & MATERIALS ROAD & BRIDGE PCT.#2	LLC	3,864.74 7686.85 3862.42 37,269.66 191.20 45.00 67.83 25.00 29.40 444.00	533233 533251 533259 533272 533311 5333314 5333327 5333342 533356 533397 5333400 43,235.35**
SPIDLE & SPIDLE EASTEX RUBBER & GASKET MUSTANG CAT RITTER @ HOME SANITARY SUPPLY, INC. S.E. TEXAS BUILDING SERVICE AT&T BUMPER TO BUMPER MARTIN PRODUCT SALES LLC NEW WAVE WELDING TECHNOLOGY		6,427.75 191.08 26,743.30 13.99 338.23 520.00 98.26 27.26 528.00	533233 533245 533261 533269 533273 533281 5333211 5333311 5333311 5333374
ROAD & BRIDGE PCT. # 3			533374 36,965.52**
PHILPOTT MOTORS, INC. ACE IMAGEWEAR S.E. TEXAS BUILDING SERVICE SOUTHERN TIRE MART, LLC LOWE'S HOME CENTERS, INC. CENTERPOINT ENERGY RESOURCES MARTIN PRODUCT SALES LLC ON TIME TIRE SAM'S CLUB DIRECT ALL TERRAIN EQUIPMENT CO MUNROS DRY CLEANERS	S CORP	361.90 42.50 1669.00 6,8669.00 3315.00 3155.00 3165.09 104.09	533264 533272 533273 533297 5333297 5333311 5333338 5333340 5333360 5333408
ROAD & BRIDGE PCT.#4			9,005.00**
SPIDLE & SPIDLE CINTAS, INC. CASH ADVANCE ACCOUNT M&D SUPPLY SOUTHEAST TEXAS WATER AT&T COUNTY HOME AND RANCH LP ON TIME TIRE O'REILLY AUTO PARTS GULF COAST PATHMARK TRAFFIC EQUIPMENT,	LLC	4,217.71 128.97 1,059.46 127.31 122.95 112.75 317.99 1,630.47 19,284.69 1,882.10	533233 533241 533257 533259 533277 533281 533334 533338 5333365 533374 533389 28,830.59**
ENGINEERING FUND			20,030.39""
VERIZON WIRELESS LINDA CATHEY ODP BUSINESS SOLUTIONS, LLC		117.97 100.00 648.64	533294 533394 533395
PARKS & RECREATION			866.61**
ENTERGY GENERAL FUND		1,538.93	533251 1,538.93**

GENERAL FUND
TAX OFFICE

PGM:	GMCOMMV2		DATE			PAGE: 2
	NAME		10-21-2025	AMOUNT	CHECK NO.	147 TOTAL
SOUTHEA VERIZON ODP BUS	AGEWEAR AST TEXAS WATER N WIRELESS SINESS SOLUTIONS, CAPITAL SERVICES	LLC		43.75 161.75 398.10 524.67 61.79	533272 533276 533293 533395 5333397	140.72*
COUNTY	HUMAN RESOURCES					140.72"
BAPTIST AMAZON	N WIRELESS I PHYSICIAN NETWOR CAPITAL SERVICES RITON BRANDS INC	RK		.74 49.00 57.57 55.97	533293 533296 533397 533414	163.28*
AUDITO	R'S OFFICE					103.20
DANNA (N WIRELESS D'QUINN SIÑESS SOLUTIONS,	LLC		26.72 100.10 10.49	533293 533386 533395	137.31*
COUNTY	CLERK					137.31
	N WIRELESS			29.44 323.52	533249 533293	352.96*
JOHN EU J.T. HA JEFF R SNIDER	PEYTON & PARTAIN, UGENE MACEY			500.00 500.00 500.00 119.00 500.00 366.84	533237 533260 5333310 5333312 5333345 5333395	
RISK MA	ANAGEMENT					2,485.84*
VERIZO	N WIRELESS			151.29	533293	151 00*
COUNTY	TREASURER					151.29*
	N WIRELESS ASSOCIATION OF COU	UNTIES		145.78 185.00	533293 533361	330.78*
	NG DEPARTMENT					
	CAPITAL SERVICES			553.14	533397	553.14*
	SING DEPARTMENT					
PORT AF VERIZON	NT ENTERPRISE RTHUR NEWS, INC. N WIRELESS CAPITAL SERVICES			57.57 190.00 4.54 129.00	533246 533265 533293 533397	381.11*
GENERAI	L SERVICES					301.11
SOUTHEATEXAS (MILLIMATE CAT5 RI CRIME S BOSWORT CHAPMAN	ICAL SPECIALTIES, AST TEXAS WATER CONFERENCE OF URBA AN ESOURCES LLC STOPPERS OF SOUTHE IH PAPERS N VENDING CAPITAL SERVICES	AN COUNTIES		25.00 34.45 11,316.00 3,100.00 709.99 5,298.30 513.75 228.77 215.38	533239 533279 5332292 5333348 533333663 53333397 53333397	1,441.64*
DATA PI	ROCESSING				2	11,771,04"
STEEPME	EADOW SOLUTIONS, I	ıLC		77,287.76	533388	7,287.76*
VOTERS	REGISTRATION DEPT	1 -			I	,,20,,10
VERIZO	N WIRELESS			273.89	533293	273.89*
ELECTIO	ONS DEPARTMENT					2,3,0,

ELECTIONS DEPARTMENT

PGM: GMCOMMV2	DATE 10-21-2025			PAGE: 3
NAME		AMOUNT		· 148 TOTAL
VERIZON WIRELESS DOGGETT FORD PARK		$64.51 \\ 757.20$	533293 533304	0.01 51.4
DISTRICT ATTORNEY				821.71*
MIKE LAIRD VERIZON WIRELESS AMERICAN OFFICE LLC WALMART CAPITAL ONE ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES		530.90 44.32 1,375.00 65.92 24.75 123.32	533258 533293 533325 533387 533395 533397	2,164.21*
DISTRICT CLERK				2,104.21
VERIZON WIRELESS		409.37	533293	409.37*
CRIMINAL DISTRICT COURT				409.37
THOMAS J. BURBANK PC DONALD W. DUESLER & ASSOC. CASH ADVANCE ACCOUNT MARSHA NORMAND NATHAN REYNOLDS, JR. KEVIN S. LAINE LANGSTON ADAMS JOEL WEBB VAZQUEZ KIMBERLY R. BROUSSARD JASON ROBERT NICKS MATUSKA LAW FIRM UNITED STATES TREASURY GLORIA SUZANNE KEHOE		800.00 8,750.00 1,014.64 8,750.00 4,375.00 4,3750.00 1,611.50 4,375.00 23,664.50 1,038.79 7,512.50	533244 5332444 5332257 5332267 53332267 533333333 533333333 533333400 533333400	72,341.93*
136TH DISTRICT COURT				72,341.93
VERIZON WIRELESS		1.32	533293	1.32*
172ND DISTRICT COURT				1.32
VERIZON WIRELESS		26.04	533293	26.04*
252ND DISTRICT COURT				20.01
THOMAS J. BURBANK PC KEVIN S. LAINE CHARLES ROJAS VERIZON WIRELESS ADA V. CHRISTY, CSR JASON ROBERT NICKS ALLEN PARKER BRITTANIE HOLMES MARVIN LEWIS JR		900.00 4,375.00 8,750.00 -74 676.50 4,375.00 8,750.00 8,750.00	533240 533287 533290 5333293 5333328 5333329 5333341 5333367	45,327.24*
279TH DISTRICT COURT			•	45,327.24"
VERIZON WIRELESS LANGSTON ADAMS JOEL WEBB VAZQUEZ BRITTANIE HOLMES JULLIANA REYES JULIANNA NICKS		$\begin{array}{c} .74\\220.00\\440.00\\1,220.00\\12,237.00\\1,056.00\end{array}$	533293 5333300 5333305 5333341 5333402	15,173.74*
317TH DISTRICT COURT			•	±0,±/0./±
NATHAN REYNOLDS, JR. KEVIN PAULA SEKALY PC JOEL WEBB VAZQUEZ KIMBERLY PHELÄN, P.C.		187.00 675.00 110.00 2,640.00	533267 533270 5333305 5333309	3,612.00*
JUSTICE COURT-PCT 1 PL 1				J, - == . 0 0
SOUTHEAST TEXAS WATER VERIZON WIRELESS		36.45 117.39	533275 533293	152 044
JUSTICE COURT-PCT 1 PL 2				153.84*

JUSTICE COURT-PCT 1 PL 2

PGM: GMCOMMV2	DATE 10-21-2025			PAGE: 4
NAME	10 21 2023	AMOUNT	CHECK NO	. ¹⁴⁹ TOTAL
VERIZON WIRELESS		43.66	533293	43.66*
JUSTICE COURT-PCT 2				13.00
ODP BUSINESS SOLUTIONS	, LLC	89.74	533395	89.74*
JUSTICE COURT-PCT 4				09.74
AT&T		56.19	533281	56.19*
JUSTICE COURT-PCT 6				50.19
TEXAS STATE UNIVERSITY VERIZON WIRELESS ODP BUSINESS SOLUTIONS		450.00 35.39 30.30	533280 533293 533395	515.69*
JUSTICE OF PEACE PCT.	8			515.69"
TEXAS STATE UNIVERSITY	SAN MARS	350.00	533280	250 00*
COUNTY COURT AT LAW NO	.1			350.00*
SOUTHEAST TEXAS WATER VERIZON WIRELESS TINA M GRANGER		77.45 4.44 233.75	533278 533293 533418	315.64*
COUNTY COURT AT LAW NO	. 2			313.01
DAVID GROVE JACK LAWRENCE JACK LAWRENCE DONALD BOUDREAUX THOMAS J. BURBANK PC MARVA PROVO NATHAN REYNOLDS, JR. CHARLES ROJAS VERIZON WIRELESS LAURIE PEROZZO MATUSKA LAW FIRM THE LAW OFFICE OF CHRI	STY L CAUTHEN	775.00 350.00 425.00 425.00 1,500.00 1,050.00 1,050.00 1,350.00 350.00 1,100.00	533234 533235 5332240 5332266 5332267 53332293 53333293 533333401	7,695.72*
COUNTY COURT AT LAW NO	. 3			1,000.72
TODD W LEBLANC JACK LAWRENCE A. MARK FAGGARD MARVA PROVO VERIZON WIRELESS JOEL WEBB VAZQUEZ KIMBERLY PHELAN, P.C. LAURIE PEROZZO BRITTANIE HOLMES JENNIFER DELAGE LAW OFFICE OF GILES R THE LAW OFFICE OF CHRI	COLE & ASSOC STY L CAUTHEN	350.00 350.00 1,050.00 1,100.00 2.22 1,200.00 350.00 350.00 425.00 350.00	533324663 5333226935 53333226935 55333333333333333333333333333333333	C 577 22+
COURT MASTER				6,577.22*
SOUTHEAST TEXAS WATER		38.45	533274	38.45*
MEDIATION CENTER				38.45^
ODP BUSINESS SOLUTIONS	, LLC	1,198.31	533395	1 100 21+
COMMUNITY SUPERVISION				1,198.31*
ODP BUSINESS SOLUTIONS	, LLC	120.03	533395	120 02+
SHERIFF'S DEPARTMENT				120.03*
EQUINE MEDICINE & SURG AT&T MOTOROLA SOLUTIONS INC VERIZON WIRELESS	ERY	256.30 147.39 14,089.40 2,920.94	533247 533281 533288 533293	

PGM: GMCOMMV2	DATE 10-21-2025			PAGE: 5
NAME		AMOUNT		. 150 TOTAL
LEADSONLINE, LLC THIRD COAST TINT MDE INC ERIN TECHNOLOGY LLC RITA HURT CALLYO 2009 CORP GALLS LLC BOEING DIGITAL SOLUTIONS, INC AMAZON CAPITAL SERVICES ALEJANDRO CANTARINI AVIATION DATA GROUP LLC		11,413.00 160.00 1,485.00 750.00 275.00 4,920.00 1,372.75 1,495.00 2,286.22 200.00 499.00	53315 5333335 53333337 533333347 53333335 5333333401 533333401 5333333401 5333333401 5333333401	42,270.00*
JAIL - NO. 2				,_,
BOB BARKER CO., INC. CITY OF BEAUMONT - WATER DEPT. AT&T TEXAS JAIL ASSOCIATION LOWE'S HOME CENTERS, INC. LAMAR INSTITUTE OF TECHNOLOGY TEXAS GAS SERVICE A1 FILTER SERVICE COMPANY GALLS LLC TRINITY SERVICES GROUP INC PTS OF AMERICA LLC		633.95 36.00 39.90 90.00 662.52 1,540.00 744.14 998.40 5,123.18 52,141.65 12,262.00	533238 533242 5332282 53332299 533333335 5333335 5333335 53333413	74,271.79*
JUVENILE PROBATION DEPT.				14,211.19
VERIZON WIRELESS ROXANA MITCHELL		$ \begin{array}{r} 11.45 \\ 211.40 \end{array} $	533293 533353	222 05*
JUVENILE DETENTION HOME				222.85*
S.E. TEXAS BUILDING SERVICE CAT5 RESOURCES LLC LA COSTA DENTAL OF PORT ARTHUR PA MASSEY SERVICES INC		2,250.00 735.89 35.00 91.00	533273 533348 533364 533405	3,111.89*
CONSTABLE PCT 1				3,111.05
VERIZON WIRELESS		40.43	533293	40.43*
CONSTABLE-PCT 2				10.13
GALLS LLC HCI		39.99 1,722.57	533352 533417	1,762.56*
CONSTABLE-PCT 4				
AT&T DISH NETWORK EASTEX TACTICAL		56.19 99.43 199.98	533281 533313 533412	355.60*
CONSTABLE-PCT 6				333.00
GT DISTRIBUTORS, INC. VERIZON WIRELESS		1,777.23 60.65	533250 533293	1,837.88*
COUNTY MORGUE				1,03/.00"
SALAM INTERNATIONAL, INC		3,135.82	533291	3,135.82*
AGRICULTURE EXTENSION SVC				3,133.02
VERIZON WIRELESS CITIBANK NA		.74 45.00	533293 533398	45.74*
HEALTH AND WELFARE NO. 1				13.74
ENTERGY VERIZON WIRELESS TEXAS GAS SERVICE		140.00 65.83 63.08	533253 533293 533303	268.91*
				200.91°

HEALTH AND WELFARE NO. 2

PGM: GMCOMMV2	DATE 10-21-2025		PAGE: 6
NAME		AMOUNT	CHECK NO. 151 TOTAL
ENTERGY PROCTOR'S MORTUARY INC KAYLEE BENNETT		195.76 800.45 119.70	533254 533331 533377 1,115.91*
INDIGENT MEDICAL SERVICES			1,115.91"
CORLISS R RANDLE CLIFTON R LEWIS		1,200.00 4,800.00	533369 533409 6,000.00*
EMERGENCY MANAGEMENT			0,000.00
VERIZON WIRELESS		150.00	533295 150.00*
MAINTENANCE-BEAUMONT			130.00
A-1 SHEET METAL & A.C., INC. JOHNSTONE SUPPLY ACE IMAGEWEAR WESCO DISTRIBUTION, INC. AMAZON CAPITAL SERVICES		29,405.00 235.52 250.14 73.30 2,399.00	533229 533236 533272 533284 533397 32,362.96*
MAINTENANCE-PORT ARTHUR			32,302.30
DRAGO HARDWARE CO. ENTERGY S.E. TEXAS BUILDING SERVICE LOWE'S HOME CENTERS, INC. VECTOR SECURITY CHARTER COMMUNICATIONS		6.00 5,324.94 5,000.00 170.05 609.12 116.00	533243 533251 533273 533297 533359 533391 11,226.11*
MAINTENANCE-MID COUNTY			11,220.11
RITTER @ HOME SANITARY SUPPLY, INC. S.E. TEXAS BUILDING SERVICE MASSEY SERVICES INC		45.96 281.22 3,608.32 52.50	533268 533269 533273 533405 3,988.00*
SERVICE CENTER			3,900.00
ACTION AUTO GLASS SPIDLE & SPIDLE CINTAS, INC. J.K. CHEVROLET CO. PHILPOTT MOTORS, INC. AT&T OCARC INC BUMPER TO BUMPER MIGHTY OF SOUTHEAST TEXAS CREST INDUSTRIES, INC AMAZON CAPITAL SERVICES		50.00 32,134.20 112.36 156.00 142.03 98.26 200.00 1,104.53 1,614.50 179.62 148.00	533232 533233 533241 533255 533264 533285 5333306 5333333 5333371 5333397
VETERANS SERVICE			35,939.50*
VERIZON WIRELESS CAROLYN G WRIGHT BLUE TRITON BRANDS INC		4.61 44.88 49.97	533293 533308 533415 99.46* 478,697.12**
MOSQUITO CONTROL FUND			·
JACK BROOKS REGIONAL AIRPORT CASH ADVANCE ACCOUNT ACE IMAGEWEAR O'REILLY AUTO PARTS MASSEY SERVICES INC		1,264.46 329.66 83.74 164.22 62.50	533256 533257 533272 533365 533405 1,904.58**
LATERAL ROADS- PRECINCT 4			,
GULF COAST		4,000.41	533374 4,000.41**
FAMILY GROUP CONFERENCING			_,
ROXANNE RENEE EVANS		882.00	533416 882.00**
SECURITY FEE FUND			

PGM: GMCOMMV2	DATE 10-21-2025	a Molanie	PAGE: 7
NAME		AMOUNT	CHECK NO. 152 TOTAL
GALLS LLC ALLIED UNIVERSAL SECURITY SERVICES		616.56 11,621.99	533352 533376 12,238.55**
LAW LIBRARY FUND			·
THOMSON REUTERS-WEST		947.68	533343 947.68**
EMPG GRANT			
VERIZON WIRELESS		59.93	533295 59.93**
JUVENILE PROB & DET. FUND			
NISHA AMIN VICTORIA COUNTY JUVENILE SERVICES RITE OF PASSAGE		450.00 8,850.00 9,750.00	533317 533320 533380
GRANT A STATE AID			19,050.00**
PEGASUS SCHOOL NISHA AMIN VICTORIA COUNTY JUVENILE SERVICES GRAYSON COUNTY DEPT OF JUVENILE BURKE CENTER TCSI, LLC RITE OF PASSAGE		13,640.40 3,600.00 33.87 18,000.00 5,930.70 12,067.56 9,750.00	533263 533317 533320 533349 533350 533379 533380
COMMUNITY SUPERVISION FND			63,022.53**
VERIZON WIRELESS LOCAL GOVERNMENT SOLUTIONS LP JCCSC CHARTER COMMUNICATIONS		159.81 7,662.00 20.00 130.83	533293 533316 533332 533392
MISDEMEANOR PRE-TRIAL			7,972.64**
ODP BUSINESS SOLUTIONS, LLC		227.69	533395
LAW OFFICER TRAINING GRT			227.69**
VECTOR SECURITY		134.85	533359 134.85**
HOTEL OCCUPANCY TAX FUND			134.05""
VERIZON WIRELESS CINTAS CORPORATION TEXAS TRAVEL ALLIANCE		21.35 213.91 500.00	533293 533355 533382 735.26**
CAPITAL PROJECTS FUND			700120
TIM RICHARDSON		9,000.00	533344 9,000.00**
AIRPORT FUND			·
ENTERGY S.E. TEXAS BUILDING SERVICE AT&T A-1 MAIDA FENCE COMPANY WAUKESHA-PEARCE INDUSTRIES LLC TITAN AVIATION FUELS CY-FAIR TIRE CHARTER COMMUNICATIONS RALPH'S INDUSTRIAL ELECTRONICS SUPP MASSEY SERVICES INC		386.66 5,868.34 451.73 19,997.00 60,831.09 22.55 125.65 165.00 284.14	533252 533273 533281 533358 533358 533372 533372 533396 5333405 89,071.16**
SE TX EMP. BENEFIT POOL			09,0/1.10""
NEUROMUSCULAR CORPORATE SOLUTIONS RETIREE FIRST LANTERN SPECIALTY CARE		19,050.00 213,146.04 13,637.85	533370 533404 533411 245,833.89**
SETEC FUND			,

SETEC FUND

PGM: GMCOMMV2	DATE 10-21-2025		PAGE: 8
NAME	10-21-2025	AMOUNT	CHECK NO. 153 TOTAL
INDUSTRIAL & COMMERCIAL MECHANICAL		76,030.62	533339
LANGUAGE ACCESS FUND			76,030.62**
MASTERWORD SERVICES, INC RUBEN ZAPATA		2,653.87 600.00	533390 533399 3,253.87**
ARPA CORONAVIRUS RECOVERY			3,253.0/~~
TIDAL BASIN GOVERNMENT CONSULTING		19,286.25	533381 19,286.25**
GUARDIANSHIP FEE			19,200.25 " "
JOHN EUGENE MACEY KATY LEIGH CORCORAN SNIDER LAW FIRM PLLC FRIENDS FOR LIFE		300.00 300.00 300.00 33,600.00	533260 533324 533345 533407
APPELLATE JUDICIAL SYSTEM			34,500.00**
9TH COURT OF APPEALS		2,357.95	533318 2,357.95**
MARINE DIVISION			2,357.95
ENTERGY SETZER HARDWARE, INC. AT&T ADVANCED SYSTEMS & ALARM SERVICES, VECTOR SECURITY WEST MARINE PRO		621.95 74.51 118.62 120.00 54.52 3,380.48	533251 533271 533281 533289 533359 533378 4,370.08**
SHERIFF - COMMISSARY			4,370.00
WARREN EQUIPMENT CO.		14,995.00	533283 14,995.00**
SHERIFF-SPINDLETOP GRANT			14,333.00°°
GALLS LLC		689.88	533352 689.88** 1,209,550.61***



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

5030 Hwy 69 S. Beaumont, TX 77705 (409) 726-2500 Donta Miller

Chief of Law Enforcement Donta.Miller@jeffcotx.us

John Shauberger Chief of Corrections John.Shauberger@jeffcotx.us

TO:

Rebekah Patin

Jefferson County Auditing Department

FROM:

Chief John Shauberger

Jefferson County Sheriff's Office

RE:

Transfer Funds

DATE:

October 15, 2025

Please transfer \$3509.24 from budget account 120-3060-421-30-42 (Laboratory Supplies) to 120-3060-421-50-77 (Contractual Services) for seized drugs outsourced analysis expenses.

Chief John Shauberger



Jefferson County

Public Health Department Ezea D. Ede, M.D. County Health Authority

MEMORANDUM

Date: October 13, 2025

To: Rebekah Patin, 1st Assistant County Auditor

Cc: Commissioner Alfred; Fran Lee, County Auditor, file

From: Rachel Dragulski, Director of Nursing

RE: Transfer Funds

Due to the compatibility and functionality of the pharmacy software we are needing to move forward with a new company to meet those needs. We are requesting the following transfer to cover the additional funding needed to move forward with this change.

From:

120-5079-442.30-49 Pharmaceutical Supplies

\$8,000.00

To:

120-5079-442.50-77

Contractual Services

\$8,000.00

Thank you for assisting in this matter.

Rachel Dagulski Director of Nursing

Unit I- 1295 Pearl Street – Beaumont, TX 77701 (409) 835-8530 – Facsimile (409) 839-2353 Unit II- 800 4th Street – Port Arthur, TX 77640 (409) 983-8380 – Facsimile (409) 983-8378



AN ORDER TO EXTEND RESTRICTION OF OUTDOOR BURNING IN UNINCORPORATED AREAS OF JEFFERSON COUNTY

WHEREAS, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

WHEREAS, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

WHEREAS, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in the southern unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,

WHEREAS, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

WHEREAS, the County Judge of Jefferson entered an Order prohibiting open outdoor burning on October 13, 2025.

SIGNED this Oct, 2/ .2025.

udge Jeff R. Branick County Judge THE COUNT ON COUNT

INTERLOCAL AGREEMENT

SOUTHEAST TEXAS AUTO THEFT TASK FORCE

Senate Bill 224 Grant FY2026

STATE OF TEXAS COUNTY OF JEFFERSON

§

This Interlocal Agreement is entered into by and between the City of Beaumont, a municipal corporation situated in Jefferson County, Texas ("Beaumont"), the City of Port Arthur,

a municipal corporation situated in Jefferson County, Texas ("Port Arthur"), Jefferson County, a

political subdivision of the State of Texas ("Jefferson County"), Hardin County, a political

subdivision of the State of Texas ("Hardin County"), Jasper County, a political subdivision of

the State of Texas ("Jasper County"), and Orange County, a political subdivision of the State of

Texas ("Orange County"), pursuant to the Interlocal Cooperation Act, Texas Government Code,

Chapter 791.

WITNESSETH

WHEREAS, Beaumont, Port Arthur, Hardin County, Jasper County, Jefferson County, and Orange County, collectively herein after referred to as "Parties", have the objective to participate in a combined task force funded by the Motor Vehicle Crime Prevention Authority (MVCPA) of the State of Texas, in the amount of \$244,167.00 for the Southeast Texas Auto Theft Task Force, and,

WHEREAS, the **Parties** has agreed to contribute the total of \$48,833.00 in matching funds and \$0.00 in in-kind matching funds if said grant application is approved; and,

WHEREAS, the source of funds would not normally be used for this purpose; and,

WHEREAS, the Parties believe it to be in their best interests to continue a multijurisdictional MVCPA Task Force; and

WHEREAS, the Parties agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE I. PURPOSE

1.01 The purpose of this Agreement is to allow **Beaumont** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as **Exhibit** "A" and made a part hereof for all purposes.

ARTICLE II. TERM

2 .01 The term of this Agreement is to commence on September 1, 2024 and to end August 31, 2025.

ARTICLE III. CONSIDERATION

3.01 As consideration for this Agreement, the **Parties** agrees to contribute a total of \$0.00 in matching funds and \$0.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Travel; Equipment; Supplies and	\$48,833.00	
Direct Operating Expenses	()-0	
Professional and Contractual	\$0.00	
Services (Investigator's Benefits		
for Port Arthur employee)		
Professional and Contractual	\$0.00	
Services (Investigator's Benefits		
for Jefferson County employee)		
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of Cash Match	\$48,833.00	

Item Description	Amount	Method (Cash Paid/In Lieu of/In kind)
Beaumont (Personnel, Fringe,	\$0.00	In kind Match Expenditures paid by Beaumont
Overtime, Supplies and Direct	00000	
operating Expenses)		
Port Arthur	0	
Jefferson County	0	
Hardin County	0	
Jasper County	0	
Orange County	0	
Total Source of In-Kind Match	\$0.00	

ARTICLE IV. ALLOCATION OF FUNDS

4.01 The specific allocation of the **Parties** fund is set out in the attachment to this Agreement, marked as **Exhibit "B"**, and made a part hereof for all purposes.

ARTICLE V. EQUIPMENT

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

ARTICLE VI. AMENDMENTS

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

ARTICLE VII. LEGAL CONSTRUCTION

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

ARTICLE VIII. UNIFORM ASSURANCES

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment - Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation - Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act - Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements - Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight - Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act - Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program - Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of 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") and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension - Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies - Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan - Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law - Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, "Blocking Property and Prohibiting Transactions with

Persons Who Commit, Threaten to Commit, or Support Terrorism", published by the United States

Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation - Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation - Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue - This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Jefferson County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of

subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction - Grantee on behalf of Southeast Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority - Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State - Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity - The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings - Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance - Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant - Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct - Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring - Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

ARTICLE X. FINANCIAL ADMINISTRATION

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting - Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records - Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control - Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control - Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost - Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation - Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management - Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant - All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period - Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

ARTICLE XI. COMPLIANCE

11.01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor

Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management - The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

ARTICLE XII. ENTIRE AGREEMENT

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2026.

EXECUTED by the City of Beaumont this	day or
, 2025	
CITY OF BEAUMONT, TEXAS	
By:Kenneth Williams City Manager	

EXECUTED by the City of Port Arthur this	day of
, 2025	
CITY OF PORT ARTHUR, TEXAS	
By:	
Ronald Burton, City Manager	

EXECUTED by Jefferson County this	day of
, 2025	
By: Jeff Braniak County Judge	-
ATTEST Sha Qbyl	

EXECUTED by Hardin County this	day of
HARDIN COUNTY, TEXAS	
By: Wayne McDaniel, County Judge	

EXECUTED by Jasper County this day o	Ι
, 2025	
JASPER COUNTY, TEXAS	
By: Mark Allen, County Judge	

EXECUTED by Orange County this	day of
, 2025	
ORANGE COUNTY, TEXAS	
By:	

Senate Bill 224 Grant Application for 2026

The Application was submitted by Kenneth Williams at 5/21/2025 11:20:20 AM and is now locked. The confirmation Number is 2025052100483.

Primary Agency / Grantee Legal Name: City of Beaumont

Organization Type: Law Enforcement

Organization ORI (if applicable): TX1230100: BEAUMONT PD (MIP)

Program Title Please enter a short description of the proposed program that can be used as the title. Southeast Texas Auto Theft Task Force

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section):

- Ocontinued Grant Only available to agencies that have a 2025 grant. These are annual competitive grants for the program described in the application. The program must be submitted for substantially the same program as the previous year. The requested funds, match funds, and in-kind match must be within 5% of the previous year but in any event may not go below the 20% minimum cash match requirement. The number of staff positions must be within 5% of the total positions. Awarded activities are funded on a reimbursement basis.
- Modified Grant Only available to agencies that have a 2025 grant. The grantee will only enter the portion with a difference more or less than 5% of their current grant. These are annual competitive grants that require a minimum cash match of 20% for the program described in the application. Awarded activities are funded on a reimbursement basis

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- ☑ Law Enforcement, Detection and Apprehension
- ☐ Prosecution, Adjudication and Conviction
- Reduction of the Theft of Catalytic Converters
- Education Programs and Marketing

Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

Jefferson, Orange, Hardin, and Jasper Counties, and all municipalities within these counties.

Define in the tables below the grant relationships and geographic area of the Catalytic Converter program:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown.

Use the Add as Participating Agency or Add as Coverage Agency button to populate the list.

Participating Agencies are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

Coverage Agencies are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the program. Letters of support with the application from the participating agencies are strongly recommended.

O A
Coverage Agencies
TX1000000 HARDIN CO SO
TX1000100 KOUNTZE PD
) TX1000200 SILSBEE PD
TX1000300 SOUR LAKE PD
TX1000900 LUMBERTON PD (IBR)
TX1210000 JASPER CO SO
TX1210100 JASPER PD
TX1210200 KIRBYVILLE PD
TX1230300 GROVES PD
TX1230500 NEDERLAND PD
TX1230800 PORT NECHES PD
TX1231000 LAMAR UNIVERSITY PD
TX1810000 ORANGE CO SO
TX1810100 BRIDGE CITY PD
TX1810200 ORANGE PD
TX1810300 PINEHURST PD
TX1810400 VIDOR PD
TX1810500 WEST ORANGE PD
TX1810800 ROSE CITY PD

Other Coverage (Use if ORI not listed or explanation is necessary.):
Beaumont ISD PD, Vidor ISD PD, Bridge City ISD PD, Port Arthur ISD PD

□ National Insurance Crime Bureau (NICB) Used as Match (Documentation and time certification required.)
☐ Texas Department of Public Safety (DPS)	

☐ Other State or Federal Agency (specify:)

Resolution: Complete a Resolution and submit to local governing body for approval. Sample Resolution is found in the Request for Application or send a request for an electronic copy to grantsMVCPA@txdmv.gov. The completed and executed Resolution must be attached to this on-line application.

Grant Budget Form

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, §57.36). The system will then calculate the correct grant and match amounts.

Budget Entry Option:

© Enter Total and let system calculate MVCPA Funds and Cash Match, Match Percentage:

20%

O Enter MVCPA and Cash Match Amounts

Click on category name to edit budget detail for that category.

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	•		•	
Fringe				
Overtime				
Professional and Contract Services				
Travel				
Equipment	\$41,667	\$8,333	\$50,000	
Supplies and Direct Operating Expenses (DOE)	\$244,167	\$48,833	\$293,000	
Total	\$285,834	\$57,166	\$343,000	
Cash Match Percentage		20.00%		

MVCPA In-Kind Description Subcategory Pct Time **Funds** Cash Match **Total** Match Personnel **Total Personnel** Fringe **Total Fringe** Overtime **Total Overtime Professional and Contract Services** Total Professional and Contract Services Travel **Total Travel** Equipment Mobile Camera Trailer Subscription (2 @ \$25,000) \$41.667 \$8,333 \$50,000 **Total Equipment** \$8,333 \$41,667 \$50,000 Supplies and Direct Operating Expenses (DOE) Flock Camera System subscription \$48.833 \$293,000

Budget Narrative

\$244,167

\$244,167

\$48,833

\$293,000

F. Equipment

The Task Force is requesting funding for the purchase of 2 mobile, safety license plate LPR/ camera trailer Subscriptions. These trailers are leased by Flock and will be integrated into the existing Flock system, that was funded by the SB 224 grants in FY 2024 and FY 2025. Due to the versatility of this system, it will allow the Task Force members to reach problem areas, throughout the 4 county region, that is covered by the Task Force. With the portability of these units, we can offer LPR/ Camera technology to rural areas that may not otherwise have access to them, allowing them, through technology, to combat motor vehicle burglary, motor vehicle theft, catalytic converter theft, and fraud-related vehicle crime. Each trailer has LPR cameras that are high resolution capable of reading license plates, vehicle make, model, color, and distinguishing characteristics 24/7. They have an optimal capture range of 50-75 feet from the roadway, with each unit being solar powered with integrated battery backup, with no need for fixed power infrastructure. Each trailer has 4G LTE modems (FirstNet-capable), enabling real-time data transmission, system health monitoring, and software updates. They have Cloud-based data storage with 30-day retention (or per agency policy). Each unit supports NCIC, TCIC, and local hotlists, including stolen vehicles, wanted persons, AMBER/Silver Alerts, and custom agency lists. This tool is a force multiplier for public safety and for use in combating Motor vehicle Crimes, specifically Catalytic converter thefts. The Flock LPR/camera trailer Subscriptions are \$25,000 per unit, bringing our equipment request to a total of \$50,000. This subscription includes all maintenance of the trailer system and technical support from Flock.

G. Supplies and Direct Operating Expenses (DOE)

Total Supplies and Direct Operating Expenses (DOE)

The Task force is requesting funding for the Flock Camera system subscription. This subscription contract is paid yearly and covers all aspects of the Flock system that is already in place, due to funding from the SB 224 grants in FY 2024 and FY 2025. This includes maintenance of the system, cameras, and technical support from Flock. The Flock LPR/Camera system has proven to be an integral part of the intelligence gathering network for the SE Texas ATTF. The gathered intelligence, from the Flock system, has been used, and will continue to be used to identify Catalytic Converter theft from a Motor Vehicle, actor vehicles, and will increase the probability of identifying actors, so that arrests of suspects can be made and the recovery of stolen catalytic converters will be successful. Since the month of February 2025, the Flock system has assisted in 251 traffic stops, 25 suspicious vehicle/person calls, 7 UUMV calls,2 Burglary of Motor Vehicle calls, and numerous UUMV recoveries. Through the help of MVCPA, and the SB 224 grant, the funding of the Flock subscription, will allow the SE Texas ATTF to continue to use the BPD RTCC and Flock system, to provide better intelligence gathering and better evidentiary data in the service of the covered region. The total cost of the Flock subscription for the year of this grant is \$293,000.

Revenue

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

Source of Cash Match

Grantee- City of Beaumont Total Cash Match

Grantee

\$57,166 \$57,166

In-Kind Match

Statistics to Support Grant Problem Statement

Reported Cases	2024	2025
Jurisdiction	Catalytic Converter Theft	Catalytic Converter Theft
Beaumont PD	3	0
Jefferson County SO	3	0
Port Arthur PD	0	0
Groves PD	1	0
Nederland PD	0	0
Port Neches PD	0	0
Orange PD	2	0
Orange County SO	0	0
West Orange PD	0	0
Bridge City PD	0	0
Bridge City ISD PD	0	0
Beaumont ISD PD	0	0
Lamar PD	0	0
Vidor PD	0	0
Pinehurst PD	0	0
Rose City Marshall	0	0
Hardin County SO	0	0
Silsbee PD	0	0
Kountze PD	0	0
Sour Lake PD	0	0
Jasper County SO	0	0
Jasper PD	0	0
Kirbyville PD	0	0

Add/Edit Statistics

Application Narrative

Grant Introduction (Executive Summary) and General Information

1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

The Southeast Texas Auto Theft Task Force has been an integral part of reducing motor vehicle crimes, including the particularly disruptive issue of Catalytic Converter Theft, in Jefferson, Orange, Hardin, and Jasper Counties since 1993. Comprised of dedicated personnel from the Beaumont Police Department, Port Arthur Police Department, and the Jefferson County Sheriff's Office, the task force has consistently worked to combat these crimes, which have significant economic and social impacts on the affected communities. Catalytic Converter Theft not only causes financial losses for individuals and businesses but also disrupts essential activities such as work commutes, school runs, medical visits, and grocery shopping. The ripple effects extend to industries like petrochemicals, which rely on uninterrupted transportation for their operations. To address this pressing issue, the task force plans to leverage technology and force multipliers such as Mobile License Plate Reader (LPRs / Cameras)Trailers, as well as the Beaumont Police Department Real Time Crime Center, to gather intelligence on Catalytic Converter theft activities. Additionally, the task force will continue inspections of Metal Recycling Entities, Used Parts Dealers, and Salvage Yards and Repair Shops to identify any entities involved in the illegal purchase or sale of stolen Catalytic Converters. This intelligence-gathering effort will utilize various sources, including community input, crime patterns, and trends analysis, as well as surveillance, covert operations, and tips from programs like Crime Stoppers. The implementation of SB224, known as The Deputy Darren Almendarez Act, will enhance legal support to arrest and prosecute offenders involved in Catalytic Converter Theft. By working closely with the judicial system, the task force aims to ensure thorough investigations and maximize prosecution outcomes. Furthermore, community engagement and education initiatives will play a crucial role in preventing Catalytic Converter Theft. This includes awareness presentations, marking events for Catalytic

Converters, and fostering relationships with law enforcement agencies within and outside the coverage area to facilitate collaboration and information sharing. Ultimately, the goal of the Southeast Texas Auto Theft Task Force is to reduce Catalytic Converter theft and enhance the safety and security of all communities in the State of Texas through proactive enforcement, public education, and collaborative efforts.

1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)? The Southeast Texas Auto Theft Task Force is a part of the Beaumont Police Department Criminal Investigations Division. There is a Captain of the Division, with Lieutenants over the units in the Division. The Auto Theft Task Force has a Lieutenant over the unit, that is also designated as the Commander / Program Director. The Lieutenant is responsible for oversight of all aspects of the Auto Theft Task Force and the grant. The Task Force Commander has a Sergeant that is designated as the Supervisor / Program Manager. The Sergeant is responsible for case assignments, monthly reports, quarterly progress reports and all other daily / weekly / monthly supervisory duties pertaining to case investigations, proposed activities or operations which further the grant goals and ensure that they are met. Investigators are responsible for case investigations and all other duties that are assigned. There are four investigators from the Beaumont Police Department, one investigator from the Jefferson County Sheriff's Department and one investigator from the Port Arthur Police Department. There will be Interlocal agreements in place with each of the four counties included in the coverage area, as well as the participating sub-grantee Departments, Jefferson County Sheriff's Department and Port Arthur Police Department. There will also be letters of agreement with the District Attorneys of each county in the coverage area. The four-county project area is comprised of numerous communities and according to the most recent US Census estimate (2020) the counties have a combined population of approximately 430,000, with nearly 60% residing in Jefferson County. The four-county project area is in the southeast corner of the state, with a combined area of 2,361 square miles. There are 20 local law enforcement agencies in the coverage area. The major roadways which bisect the coverage area are as follows: Interstate 10 goes directly through Orange and Jefferson Counties and is the major southern coast to coast interstate highway in the United States. Highway 90 is also a major highway which cuts through the center of the City of Beaumont east to west. State Highway 105 also comes through Beaumont from the northwest. Highway 69/96/287 is the major north south highway coming directly through Jasper and Hardin counties into Beaumont and Port Arthur. There is also Highway 73, which is south of Beaumont closer to the coast of the Gulf of Mexico and runs from Winnie, TX to near Orange, TX. The Port of Beaumont, the Port of Port Arthur and the Port of Orange are also in the coverage area. The Coverage area is bounded by the Gulf of Mexico to the south and the Sabine River to the East, abutting the Louisiana state line in Orange County. The Neches River is the waterway that is the eastern boundary of the City of Beaumont and empties into the Sabine River near the Gulf of Mexico. Beaumont is the largest city along Interstate 10 between Houston and Baton Rouge, LA. The Beaumont area is also the 6th most densely populated area in the State. The City of Beaumont has a population of 115,013. The estimated daytime population, according to TxDoT (Beaumont Commuting Area Reports Portal), swells to 135,805. That influx of 20,792 also brings more vehicles into the city increasing the number of vehicles that become targets of Catalytic Converter Theft. There are over 100,000 vehicles per day that pass through the city limits of Beaumont on Interstate 10. (TXDOT TTP Web Viewer AADT) TXDOT reported there were over 390,000 vehicles registered within our four-county coverage area in 2021. More than half of these vehicles are in Jefferson County, which is primarily urban and suburban areas. The four-county project area had 531 vehicles that suffered Catalytic Converter thefts for 2022 and 119 Catalytic Converter thefts reported for 2023. (Numbers obtained from project area agencies that had accurate records of Catalytic Converter thefts) According to Texas Department of Licensing and Regulation records, there are 11 licensed Metal Recycling Entities in the four-county coverage area. There are 12 Used Auto Parts Recyclers in the four-county coverage area. The entire population of the coverage area will be served by the task force. The amount of service will be dictated by the need for assistance from agencies in the coverage area, investigations that lead to different specific areas and on the rise or fall in the frequency of Catalytic Converter Thefts in that specific community or geographic area.

Grant Problem Statement

2.1 Provide an assessment of the Catalytic Converter Theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

The Southeast Texas Auto Theft Task Force coverage area has experienced an enormous increase in Catalytic Converter theft since 2020. The thefts, driven by the price of precious metals, which are found in Catalytic Converters, such as Platinum, Palladium and Rhodium. The trace precious metals, which act as the catalysts in the converter, essentially convert/reduce the hydrocarbons in the exhaust of combustion engines, creating less environmentally harmful emissions. The catalytic converters are harvested by street level criminals and then sold to "fences". These "middle men" in turn sell the converters to Metal Recyclers. Once the metals are melted and separated the Metal Recyclers can sell the precious metals. This market grew exponentially as prices of Rhodium, Palladium and Platinum soared in 2021-2023. This huge increase in metal prices drove the Catalytic Converter theft market. Rhodium prices surged from approximately \$6,000 per ounce in early 2021 to over \$20,000 per ounce by mid-2023. Palladium prices rose from around \$2,000 per ounce in early 2021 to over \$3,000 per ounce in mid-2023. Platinum prices saw a more modest increase, from about \$1,000 per ounce in early 2021 to around \$1,200 per ounce in mid-2023. Due to the increase in precious metal prices, the offenders then have the opportunity to increase the reward for a relatively low risk crime, which is extremely hard to detect, from a law enforcement perspective. The offenders only need a reciprocating saw with metal cutting blades. These offenders usually target vehicles that sit higher off the ground, such as trucks and SUV's. They also target vehicles with more than one converter. The Southeast Texas Auto Theft Task Force experienced the highest theft rates from Toyota Vehicles during 2022-2023. More specifically Tundra and Tacoma Pick-Up Trucks. These vehicles have more than one Catalytic Converter. The Tundra has 4 Catalytic Converters, two on each exhaust. The Tacoma has two Catalytic Converters on the single exhaust. The Beaumont area is located approximately 80 miles east of Houston and runs all the way to the Louisiana State Line. Interstate 10 is a direct access highway from Houston and became the target of many Catalytic Converter thieves during 2022-2023. Many collaborations were conducted with Houston PD and Harris County during that time, identifying several actors in both jurisdictions. There were also local actors identified and arrested as well. The Legislature passed HB 4110, restricting Metal Recyclers ability to purchase and sell Catalytic Converters. This had little effect on the theft rates, due to the still rising metal prices. This also created the need to transport the converters out of the state in order to sell them. During this time period actors were now going across the Louisiana State Line in order to avoid detection. The Task Force was able to work with at least one Metal Recycler in Louisiana to identify some of the local Catalytic Converter thieves and

made at least three arrests on prolific offenders from the Beaumont area. The operations conducted by Houston PD, Harr¹⁸ County SO and other Houston Area agencies after the death of Deputy Darren Almendarez, had a significant effect on the Catalytic Converter theft rate in the Beaumont area. This, followed by The Deputy Darren Almendarez Act (SB 224), which gave funding and a law with teeth, are huge steps in the battle against Catalytic Converter theft. The Southeast Texas Auto Theft Task Force project area has recorded at least 663 Catalytic Converter thefts (based on the statistics above, which are agencies that had accurate records of Catalytic Converter theft from a Motor Vehicle) during the 2022-2023 Grant years. (2024 Catalytic Converter theft numbers are not available at this time, due to the fact that we are only into the second quarter of the 2024 calendar year.) This is substantial when figuring just replacement cost to the consumer. During the height of the Covid-19 pandemic some estimates for replacement of the Catalytic Converter/Exhaust system were as high as \$8,000.00 and a wait of up to three months for the parts, due to the high demand and the disruption of the supply chain. These thefts in many cases furthered the disruption, aggravating the issue. Based on a very conservative average of \$2,000.00 per Catalytic Converter system, would be over \$1,300,000.00. This doesn't take into account the social and economic losses, such as lost time at work, missed doctors visits, inability to get kids to school, deliveries that could not get made etc. These costs are exponentially incalculable. Catalytic Converter Theft from a Motor Vehicle is costly to everyone in the State of Texas and hit the Southeast Texas Auto Theft Task Force coverage area hard economically and socially. Many businesses were closed down for undetermined lengths of time due to these thefts, not to mention the families that suffered additional hardships.

Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

Part 1

3.1 Functions of the proposed program related to Catalytic Converter Theft from a motor vehicle.

The Southeast Texas Auto Theft Task Force will utilize multiple Goals, Strategies and Activities to reduce the incidence of Catalytic Converter Theft from a Motor Vehicle, employing a comprehensive program including "Force Multipliers" such as LPR's / Cameras trailers to address and reduce the problem. Strategy: Reduce the incidence of Catalytic Converter Theft: Goals: Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations -Community Crime Prevention Campaign, Activities: Identify and target Offenders and Prolific Offenders: Offenders in Catalytic Converter theft from a motor vehicle will be identified by information and intelligence gathered from offense reports, intelligence gained from arrests, informants, other law enforcement agencies ,Flock LPR/Camera Trailers, surveillance observations, bait operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as Used Auto Parts resale location inspections. The Beaumont Police Department Crime Analyst and the Beaumont Police Department Real Time Crime Center will also be used to determine patterns or trends in these offenses. The offenders will be the target of investigations based on the method of operation involved in the crime, types of vehicles being targeted, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). Covert operations will be used to target catalytic converter theft from a motor vehicle offenders, such as, bait operations, surveillance (Drones and Night Vision Binoculars) and LPR system data mining (FLOCK cameras), as well as witnesses or video from crime scenes, to identify offenders and determine if there is an organized criminal enterprise involved. Catalytic Converter Theft from a Motor Vehicle requires an involved plan using LPR/Camera (FLOCK Cameras) Trailers as a large intelligence gathering data base. These trailers, which can be placed throughout the Task Force Coverage Area, in areas near and around Salvage Yards. Metal Recyclers and Used Auto Parts Dealers, as well as main thoroughfares and highways, working in conjunction with the Flock system that is already in place at the Beaumont Police Department, from grant funding from the SB 224 grants from FY 2024 and FY 2025. The LPR/ Camera Trailers, will play an integral role in the intelligence gathering mechanism. There are numerous individuals working alone and organized criminal rings, committing these thefts. There are often no real patterns to follow, such as general time frames, as they occur at all times of the day; geographical areas are unlimited and random; when the crime is committed, the actors are generally not visible, as they are under a vehicle. The property taken is not generally traceable and may be sold in other states. Therefore, intelligence collection and collaboration with other law enforcement agencies, in and out of the coverage area will be essential. Developing relationships with privately owned businesses, in and out of the coverage area, that deal in catalytic converter sales or purchases, will be priority in order to obtain information or intelligence on potential or confirmed actors in these thefts. That type of networking is already in place and work is being done to expand those contacts further. Collaboration with other law enforcement agencies and other organizations: Collaboration with law enforcement agencies in and out of the project area and other MVCPA State Task Forces to determine crime trends, patterns and suspected offenders, through intelligence sharing. This includes information or intelligence involving juvenile offenders. Assisting other agencies with Catalytic Converter Theft from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) utilizing The Deputy Darren Almendarez Act to achieve the maximum incarceration result. Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, mass Catalytic Converter engraving events marking converters with a standardized engraving making the converter traceable to a specific vehicle or giving the ability to detect that the converter has been altered giving the presumption of theft and Public Service Announcements through the Beaumont Police Department, along with Social Media.

3.4 Functions of the proposed program related to preventing Catalytic Converter Theft

The Southeast Texas Auto Theft Task Force proposes to utilize training, education and public awareness programs, in an effort to reduce catalytic converter theft from a motor vehicle. These efforts will be focused on training of law enforcement officers in the project area at an annual Motor Vehicle Crimes TCOLE approved training class, roll call training conducted by task force personnel at the Beaumont Police Department and dissemination of the information to agencies within the project area. This information will include the latest Catalytic Converter theft from a motor vehicle intelligence, as it is acquired and any information on actor(s) / vehicle(s) involved. This information may be relayed or distributed to individual agencies in or out of the project area, as determined by relevance or necessity, for timely action relating to frequency or urgency of the crime pattern or trend. The Task Force will also attend Neighborhood Association Meetings, as deemed necessary to educate the public on methods to minimize becoming a victim of Catalytic Converter Theft. These practices would include, securing vehicles at night in a garage or well lit area, purchasing aftermarket catalytic converter protection devices, marking catalytic converters with heat resistant bright colored paint or engraving the VIN on the converter and adding vibration sensors to the vehicle with a car alarm. The task force would also set dates for engraving of Catalytic Converters to be conducted at the Task Force Office. These engraving events would be coordinated with the local agencies in the project area and with other MVCPA task forces for regional or statewide events. The task force will also use the media and social media to publicize information on how to reduce the chances of becoming a victim of Catalytic Converter theft.

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.
 - The Southeast Texas Auto Theft Task Force maintains a close working relationship with the agencies in the coverage area. Regular communication and interaction with these agencies allows for information and intelligence exchanges, reducing duplication of activities. The Task Force is called on by these agencies when they experience an issue related to motor vehicle crimes, including Catalytic Converter theft from a motor vehicle. The task force also networks with other task forces in the region. Statewide collaboration is facilitated, in great part, through the MVCPA monthly webinars. These exchanges illustrate how information on trends and patterns that are occurring in other parts of the state, may predict that they will be occurring in our area and vice versa. Task Force personnel make regular contact with task forces in the region regarding active cases. These collaborations have resulted in recoveries in all aspects of motor vehicle crimes and catalytic converter theft, as well as suspect development and apprehensions. Communication is the key to coordination and collaboration to minimize duplication and maximize deconfliction. Project area agencies also call on the Southeast Texas Auto Theft Task Force for any resources that might be available through the task force and are always accommodated if possible. The Southeast Texas Auto Theft Task Force fosters these long-standing relationships, maintaining these alliances and working toward the common good for the project area and the State of Texas.
- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rational for the request.

The Southeast Texas Auto Theft Task Force is not requesting any exceptions or deviations from rules, conditions or policies.

Part II

Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program described in the application.

used car dealership, salvage rebuilder,

title service company, other).

Click on the link above to open a new table called Goals, Strategies, and Activity. Applicants will review the statutory and optional activities. The first section is the statutory measures. Grantees may not provide targets for this section but need to review the descriptions to ensure that they understand the statutory minimum requirements associated with this grant. Applicants will then review the other items and estimate targets for only the activities that the applicant has described and plans to complete under this application.

	· · · · · · · · · · · · · · · · · · ·		
ID	Activity	Measure	Target
	Measures fo	r Grantees. Add Target values for those that you will measure.	
1	Goal 1: Reduce the l	ncidence of Catalytic Converter Theft through Enforcement Strategies	
1.1	Strategy 1: Conduct Activities	that Result in the Arrest, Clearance, and Recoveries of Catalytic Converter The	ft
1.1.1	Identify groups of catalytic conveter theft offenders through intelligence gathering, crime analysis and the use of informants	Number of catalytic conveter theft groups identified. Include gangs, cartels or other criminal enterprise with two or more members	2
1.1.2	Identify and document/record prolific Catalytic Converter Theft offenders [Prolific is defined as "linked to Catalytic Converter Theft offenses three or more times"]	Number identified/documented offenders	2
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center,	Number of businesses inspected	20

ID Activity	Measure 183 T	arget
1.1.6 Conduct bait vehicle operations that	Number of bait vehicle deployments. Include Catalytic Converter Theft bait	6
target Catalytic Converter Theft offenders	operations here.	
1.1.8 Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9 Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	5
1.1.12 Conduct covert operations targeting Catalytic Converter Theft offenders	Number of covert operations	6
1.1.13 Conduct warrant "round-up" operations targeting catalytic converter crime offenders, including people wanted for Catalytic Converter Theft	Number of warrant round-up operations performed Catalytic Converter Theft	
1.1.15 Increase the recovery rate of stolen motor vehicle Catalytic Converter Theft	Report the number of Catalytic Converters recovered by taskforce	
1.1.16 Increase the clearance rate of Catalytic Converter Theft	Report the number of Catalytic Converter Theft cases cleared	
1.1.17 Increase the number of persons arrested for Catalytic Converter Theft	Report the number of persons arrested for Catalytic Converter Theft by taskforce	
	rative Efforts that Result In Reduction of Incidents of Catalytic Converter Theft	
1.2.1 Provide Agency Assists for Catalytic Converter Theft	Number of agency assists related to catalytic conveter theft. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.	8
1.2.2 Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where there were crimes involving catalytic converter theft. Include all participating jurisdiction departments here.	Number of times collaborated within departments or SOs participating in taskforce related to Catalytic Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations.	4
1.2.3 Collaborate with all other outside LE agencies and other organizations that assist in the reduction of Catalytic Converter Theft. Include all coverage jurisdictions here	Converter Theft. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of Catalytic Converter Theft investigations	4
 1.2.5 Conduct intelligence information- sharing (Personal attendance) 	Number of intelligence meetings attended (include attending as presenter, participant or attendee)	
 1.2.6 Conduct intelligence information- sharing (Written information) 	Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)	
1.2.7 Collaborate with other MVCPA taskforces	Number of times collaborated with other MVCPA taskforces that assist in the reduction in Catalytic Converter Theft	
	and Qualified Personnel in Detection and Prevention of Catalytic Converter Theft luct Public Awareness Related Activities Used to Educate Citizens	
3.1.1 Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2 Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	
3.1.4 Conduct vehicle identification initiative/event	Number of etching events. Including catalytic converters.	2
3.1.4.1 Conduct vehicle identification initiative/event	Number of Participants/Attendees Catalytic Converters Marked)	

ID	Activity	Measure	184	Target
	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskfor Include all types of media purchased or provided free (social, tv, utility insert billboards, transportation, etc.)		
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets		12
	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as deployment per month)	s 1	
	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches		2
3.2	Strategy 2: Conduct Law Enforce	ment Training Activities to Educate Officers on Recognition and Apprel Stolen Vehicles and Property	nensio	n of
	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit		1
	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic rodocuments, shift BOLOs and other written or presented materials based on practices.		5

Grant Evaluation

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor/Program Manager reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. The Program Director works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems. NIBRS data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bait operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed, Catalytic Converters recovered, and the dispositions of the property upon completion of the cases. Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on MVCPA reporting categories and the specific strategies, activities and goals of this grant. Each report will be accompanied by documentation supporting the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to MVCPA. All other MVCPA required reporting will be completed by the Program Manager, such as the year end progress report.

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.
None noted.

TxGMS Standard Assurances by Local Governments

We acknowledge reviewing the *TxGMS Standard Assurances by Local Governments* as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

Current Documents in folder

<u>Resolution.pdf</u> (5/21/2025 3:41:40 PM) <u>Signed Statement of Grant Award.pdf</u> (8/5/2025 10:11:25 AM)

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STATE OF TEXAS	§ COMMISSIONERS COURT
COUNTY OF JEFFERSON	§ COMMISSIONERS COURT § OF JEFFERSON COUNTY, TEXAS
BE IT REMEMBERED at a meeting of Commissioner	s Court of Jefferson County, Texas, held on the 21 day
of October , 2025 on motion made by No. 1, and seconded by Michael S. Sinegal	Brandon Willis , Commissioner of Precinct
Resolution was adopted:	_, commissioner of Freemet 1405_, the following
WHEREAS, Don Champagne, has devoted 8 years of	his life to the service of lefferson County
WHEREAS, Don Champagne, has worked with the County Maintenance Department; and, Assistant in the	
WHEREAS, throughout his career, has demonstrated special talents, exceptional work ethics and has maintained a positive attitude thru out his career with the Jefferson County Maintenance Department;	
mamitained a positive attitude und out ins career with the	le Jefferson County Maintenance Department,
WHEREAS, known for his friendliness and good nature, Don Champagne , won the respect of his colleagues, elected officials and other county employees;	
elected officials and other county employees,	
WHEREAS, after this distinguished career, Don Champagne has chosen to embark upon Golfing, Traveling and Woodworking Projects, upon a much-deserved retirement.	
and woodworking Projects, upon a much-deserved retir	ement.
NOW, THEREFORE, BE IT RESOLVED that the Commissioners' Court of Jefferson County, Texas does	
hereby honor and commend Don Champagne for his dedicated service as a valuable employee of Jefferson	
County and wishes him well in his retirement.	
SIGNED this 21st day of October , 2025	
SIGNED this	35/
	COUNTY
JUDGE JEFF R. BRANICK County Judge	
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/ Sall Call	91 S Sal
COMMISSIONER BRANDON WILLIS	COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 1	Precinct No. 3
0 0 .	\sim 12
Cary Erichson	(Light) Ochen
COMMISSIONER CARY ERICKSON	COMMISSIONER EVERETTE D. ALFRED
Precinct No. 2	Precinct No. 4