Special, 2/17/2026 10:30:00 AM

BE IT REMEMBERED that on February 17, 2026, 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 (ABSENT)

Becky Bertrand

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 February 17, 2026

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM,** on the **17th** day of **February 2026** 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 Section 551.0725 to deliberate business and financial issues relating to a contract in negotiations. Deliberation in an open meeting would have a detrimental effect on the positions of the Commissioners Court in negotiations with this third party.

9:15 a.m. - Announcement of a Workshop to receive and consider information from the County Engineer regarding the acceptance of new subdivision roads for maintenance.

9:45 a.m. – Announcement of a Workshop to receive and consider information presented by Langford Community Services regarding the Resilient Communities Program (RCP) Land Use Planning Grant Program.

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: Brandon Willis, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

(a). Consider and approve specifications for Invitation for Bid (IFB 26-004/CG), Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 10 - 76

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

(b). Receive and file bids for (IFB 25-078/CG), HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 77 - 444

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

(c). Receive and file bids for (IFB 25-079/CG), Term Contract for Motor Fuel for Jefferson County; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 445 - 675

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

(d).Consider, establish and approve a Stakeholder Advisory Committee for the development of a Land Use Plan for Jefferson County with Langford Community Management Services, LLC in accordance with Request for Proposals (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program; pursuant to Chapter 262 Texas Local Government Code, The County Purchasing Act and 2 CFR Section 200.318-326. Funded by GLO Grant Contract No. 23-160-112-F240.

NO ATTACHMENTS

Action: TABLED

(e).Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 25-063/CG), Emergency Disaster Assistance Recovery for Jefferson County with DRC Emergency Services, LLC.; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.

SEE ATTACHMENTS ON PAGES 676 - 1078

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

(f).Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a)(1) by Horn's Auction. The auction is scheduled for Saturday, March 7, 2026 at 9:00 am.

SEE ATTACHMENTS ON PAGES 1079 - 1080

Action: TABLED

COUNTY AUDITOR:

(a).Consider, approve, and authorize the execution of the Texas Department of Agriculture Grant Agreement for the CDBG – Community Development Fund in the amount of $750,000 with a matched amount of $15,000.

SEE ATTACHMENTS ON PAGES 1081 - 1107

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

(b). Receive and file Texas Department of Family and Protective Services Grant Contract HHS001582700033 for the term of October 01, 2025 through September 30, 2032.

SEE ATTACHMENTS ON PAGES 1108 - 1112

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

(c). Consider and approve advanced funding request for American Rescue Plan Act approved with the City of China in the amount of $500,000.

SEE ATTACHMENTS ON PAGES 1113 - 1113

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

(d). Receive and file Jefferson County Juvenile Probation Department Audited Financial Statements for the Year Ended August 31, 2025.

SEE ATTACHMENTS ON PAGES 1114 - 1135

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

(e). Regular County Bills – check #536529 through check #536802.

SEE ATTACHMENTS ON PAGES 1136 - 1146

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve a Proclamation for 2026 SOC (Save Our Children) Reading and Love Matters Appreciation Banquet.

SEE ATTACHMENTS ON PAGES 1147 - 1147

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

COUNTY TREASURER:

(a).Receive and File Investment Schedule for January, 2026, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 1148 - 1150

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

HISTORICAL COMMISSION:

(a).Receive and file the Texas Historical Commission's Antiquities Permit Completion Report for Historic Buildings and Structures for work done in the Tax Assessor Collector's Office in 2025.

SEE ATTACHMENTS ON PAGES 1151 - 1237

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

VISITORS CENTER:

(a).Consider and possibly approve out of state travel for LaRue Rougeau to attend the Indiana Dunes Birding Festival in Porter, Indiana May 14-18, 2026.

SEE ATTACHMENTS ON PAGES 1238 - 1238

Motion by: Alfred
Second by: Erickson
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, February 17, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 17, 2026.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

February 17, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-004/CG), Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) 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 Purchasing Department (1st Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327**
BID NUMBER:	**IFB 26-004/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, March 25, 2026**
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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
February 18, 2026
The Examiner:
February 19, 2026 & February 26, 2026

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

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

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

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

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

2. PERFORMANCE.

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

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

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

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

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

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

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

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	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. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, March 25, 2026.

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
~~January 19 (Monday) - Martin Luther King, Jr. Day~~
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to Cindy Greene, Contract Specialist, at: Cynthia.greene@jeffersoncountytx.gov. If no response within 72 hours, email 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, February 27, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

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

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-004/CG), Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code):_____

Email Address: _____

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

_____
Address

_____
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to 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 409-839-8593 or via email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 26-004/CG.

SCOPE OF PROJECT

Jefferson County is soliciting bids for a generator technician to perform inspections, preventative maintenance and service on generators located in various locations for Jefferson County. Vendor shall provide copy of any applicable license with proposal. Vendor shall perform all electrical and engine work on generators.

TERMS

Individual departments will call to schedule any inspection, preventive maintenance or service for their generator. No work is guaranteed for generators listed in this proposal.

The County reserves the right to change, add, or delete service and/or locations.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

The vendor shall only proceed with repairs after the estimate has been approved by the department requesting the repair and a notice to proceed or purchase order has been issued.

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

Awarded vendor shall furnish all labor, tools, transportation, equipment materials and supplies as required to complete the service request, to provide a working system, complete in all respects. All work shall be in compliance with Federal, State and Local Codes. All equipment or components must be installed in accordance with manufacturer's recommendations.

Vendor shall repair any damage caused by the Vendor and its employees at no cost to the County.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components or CPI increases, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

All hourly cost proposals must be to service the generators listed in the IFB. Any additional costs not included on the Bid Form on page 49 of this IFB will not be allowed. This includes but is not limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges.

INSPECTIONS

Vendor will provide semi-annual inspections for generators for Jefferson County upon the request of each department. These inspections shall include the following systems:

1. General Condition of Generator
    - Check generator area for obstructions
    - Wipe off unit
    - Clean oil, coolant, fuel & acid deposits
    - Check housing for leaks or corrosion
2. Starting System & Charging System
    - Visually inspect batteries for damage or leakage
    - Clean batteries with acid neutralizer
    - Clean & tighten all battery cable connections
    - Perform battery load test
    - Inspect battery charger for proper operation, loose terminals and deteriorated wiring
    - Starting motor – inspect electrical connections and wiring.
    - Air starter – inspect oil jar and feeder operation
    - Inspect alternator for proper operation, loose connections and mounting hardware
    - Check belts, pulley and voltage output
3. Engine Cooling System
    - Visually inspect radiator/heat exchanger for leaks, damage and debris
    - Check radiator/heat exchanger louver operation
    - Visually inspect coolant for correct levels and condition of coolant
    - Check coolant conditioner concentration and temperature protection
    - Check filler cap gasket and sealing surface
    - Visually inspect all hoses for deterioration
    - Check tightness of connections
    - Fan Drive Pulley & Fan – check for loose or worn pulleys, lube fan drive bearing
    - Check fan operation and clearance
    - Inspect fan belts for wear and/or deterioration. Check tension and adjust as needed
    - Inspect jacket water heater for proper operation
    - Inspect water pump visually and operationally for leaks and/or unusual noises
4. Engine Fuel System
    - Visually inspect fuel tank for leaks, damage and fuel level
    - Test day tank pump for proper operation
    - Inspect fuel condition for contaminants
    - Drain water from fuel tank of water separator
    - Visually inspect fuel lines for leaks and tightness of connections
    - Check line brackets
    - Inspect governor oil level
    - Inspect controls and linkage for proper operation. Add oil as necessary
    - Inspect fuel filters for damage, leaks and proper operation. Change when necessary
    - Fill Port Info – Special fittings, adapters needed, extra hose length, access to tank and other restrictions that may hamper fueling
5. Air Induction & Exhaust System
    - Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset indicator.
    - Inspect air filter. Clean and/or replace as necessary

- Air Inlet System – Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System – Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections

6. Lube Oil System
    - Visually inspect for correct oil level and add when necessary, inspect for leaks
    - Note oil pressure
    - Operational and visual inspection of prelube pump
    - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
7. Engine Monitors & Safety Controls (All PM Levels)
    - Check safety controls for loose connections and wiring deterioration
    - Check for proper operation of all safety controls and alarms
    - Remote Annunciator and Alarm – Inspect all panels and system alarms for proper functions
8. Ignition System (All PM Levels)
    - Check spark plug condition and electrode gap
    - Check spark plug wires for condition and connections for corrosion
    - Check ignition coils condition and connections for corrosion
9. Control Panels (All PM Levels)
    - Voltmeter – Operational check for correct reading. Check voltage level
    - Frequency Meter – Operational check for correct reading
    - Check alarm history
10. Generator Rear Bearings & Vibration Isolators
    - Lubricate generator rear bearing if applicable
    - Check vibration isolators for proper adjustment and condition
11. Transfer Switch (All PM Levels)
    - Check for leaks/corrosion on cabinets
    - Verify connections are tight on lugs
    - Check voltage across contacts
    - Lube as necessary
    - Verify exercise program
    - Functional test of unit
    - Verify time delays
    - Check for hot spots

Upon completion of the inspection, the vendor will ensure the generator is put back into stand-by mode.

Vendor will provide an inspection report within 15 days of the inspection to the department requesting the inspection that details the following:

1. Record of all findings of the inspections.
2. Record of any unsafe conditions.
3. Record of any corrective action taken.
4. Report recommendations for replacement of minor and major components.

PREVENTATIVE MAINTENANCE

Vendor will provide preventative maintenance for each generator upon the request of each department for Jefferson County as needed to maintain the proper functioning of the generators. This includes, but not limited to oil and filter changes.

Vendor will provide a report of all preventative maintenance performed on the generator to the department requesting the maintenance. Upon completion of preventative maintenance, the vendor will ensure the generator is put back into stand-by mode.

SERVICE CALLS

Vendor will provide service for generators when the generator is not functioning properly upon the request of each department or the Purchasing Department. Vendor will get approval from each department before replacing or ordering any parts for repair. Upon completion of service call, vendor will ensure the generator is put back into stand-by mode. This service will include calls 24 hours a day, 7 days a week. Vendor will also provide service during any man-made or natural disaster/emergency. Service calls in this agreement are made on an "as needed" basis as no repair work shall result from this agreement, other than the initial service call, without a written Notice to Proceed or Purchase Order from the County to the Vendor. A "not to exceed" amount and description of work to be completed will be set in the Notice to Proceed or Purchase Order agreed upon by both parties.

1. Non-Emergency Call-Out – Verbally respond to requests for non-emergency service to any generator within four (4) hours and be on site to perform repairs within forty-eight (48) hours after being contacted.
2. Emergency Call-Out – Verbally respond to requests for emergency service to any generator within one (1) hour and be on site to perform repairs within three (3) hours after being contacted.

GENERATOR LIST

This is the list of current generators located throughout Jefferson County that will need to be serviced and inspected. Generators may be added or removed upon the discretion of Jefferson County.

Department	Address	Make	Model	Output Rating	Inspection
Sabine Pass	5960 South 1st Street, Sabine Pass, TX 77655	Baldor	IDLC150 -3JU	150 KW	Yes
Courthouse	1149 Pearl St., Beaumont, TX 77701	Baldor	IDLC 2000	2 MEG	Yes
JC Service Center	7789 Vitterbo Rd, Beaumont, TX 77705	Baldor	IDLC 40	40 KW	Yes

Department	Address	Make		Output Rating	Inspection
Pct. 1	20205 W. Hwy 90, China, TX 77613			200 KW	No
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	TS350T	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFFB	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFEB	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG060545ANAX	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	Kohler	150RE0ZJ01	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJD	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	Kohler	20ROZJ	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

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

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

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

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

This contract shall henceforth be referred to as Contract No. (IFB 26-004/CG), Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

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

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

BID FORM

Item	Description	Labor Charge Per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
3	Generator Technician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all-day Saturday & Sunday)	$_____/hour
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all-day Saturday & Sunday)	$_____/hour
5	Generator Technician for services on Holidays	$_____/hour
6	Helper accompanying Generator Technician for services on Holidays	$_____/hour
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	$_____/hour
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	$_____/hour
10	Helper accompanying Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	$_____/hour
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	$_____/hour
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	$_____/hour
13	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

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

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

_____

Signature of Contractor's Authorized Official

_____

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

_____

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

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

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

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

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

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

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

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

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

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

Printed Name of Authorized Representative	Signature
Title	Date

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

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

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

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

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

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

_____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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: _____

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

_____
Signature of Company Representative

_____
Date

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

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

Notary Seal

_____
Notary Signature

_____
Date

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

SENATE BILL 252 CERTIFICATION

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

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF_____ COUNTY OF_____

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

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

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

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

Name and address of Bidder:_____

_____

Fax: _____ Telephone#_____

by: _____ Title:_____
(print name)

Signature:_____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of_____, 20___.

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

_____
Notary Public in and for
the State of _____

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

Type text here

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

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

BID NAME:	**HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-078/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

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

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

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

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

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

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

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

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

1.9 DESCRIPTIONS.

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

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

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

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

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

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

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

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

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

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

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

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

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

3. PURCHASE ORDERS AND PAYMENT.

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

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

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

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

4. CONTRACT.

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

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

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

supplier(s).

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

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

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

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts*. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** Suggested Language Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

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

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

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

Luis Hernandez

Signature of Contractor's Authorized Official

Luis Hernandez, Area Sales Manager

Name and Title of Contractor's Authorized Official

1.30.2026

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Luis Hernandez

Signature of Contractor's Authorized Official

Luis Hernandez, Area Sales Manager

Name and Title of Contractor's Authorized Official

1.30.2026

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Luis Hernandez

Signature of Contractor's Authorized Official

Luis Hernandez, Area Sales Manager

Name and Title of Contractor's Authorized Official

1.30.2026

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, by email at: Deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE COMPLETED FORM 1295

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

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

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

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

OFFICE USE ONLY

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

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

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

JEFFERSON COUNTY, TEXAS

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

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

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

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

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

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

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

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

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

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

ADD ADDITIONAL PAGES AS NECESSARY

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

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

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-078/CG) HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities

Bidder's Company/Business Name: Carrier Corporation

Bidder's TAX ID Number: 06-0991716

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

Contact Person: Tom Bellow **Title:** Account Manager

Phone Number (with area code): 713-797-8900

Alternate Phone Number if available (with area code): 281-960-3587

Fax Number (with area code): _____

Email Address: tom.bellow@carrier.com

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

9011 S. Sam Houston Pkwy W, Suite 100
Address

Missouri City TX 77489
City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-078/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to two (2) additional one-year renewals.

Terms

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in local Consumer Price Index, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

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

Scope

1. General
    a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
    b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
    a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
    b. Provide emergency service as requested and required by County.
    c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
    d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
    e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

3. Jefferson County Will

   a. Notify contractor when repairs, replacements, service or inspections are required by County.

4. Detail

   a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the proposal should include travel to and from the job.)

   b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.

   c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

   d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

   e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

   f. Replacement of parts that have an individual cost exceeding $5,000 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

      - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

   g. Questions regarding equipment at specific facilities should be directed to:

      Greg Keller (Courthouse Maintenance) – (409) 835-8511

      Kenneth Shepard (Sub Courthouse Maintenance) – (409) 983-8307

      Bobby Kelly (Mid-County Maintenance) – (409) 726-2555

      Alex Rupp (Jack Brooks Regional Airport) – (409) 719-4900

NOTE: The following is to become a part of the provisions of the Bid. The qualifications of the mechanics must be such as to satisfy the Directors of above listed facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

   a. Flu Gas Analysis

   b. Tube Rolling

   c. Refracting

   d. Insulating (internal)

II. Pneumatic and Electronic Controls

III. **Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.**

IV. **Air and Water Flow Balancing**

V. **Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.**

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

If no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Offerors must be able to provide local response time and are required to provide Jefferson County with a Texas State License.

Offerors should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

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

Carrier Corporation
Company Name

9011 S Sam Houston Pkwy, W Suite 100
Address

Missouri City | TX | 77489
City | State | Zip

Luis Hernandez
Signature of Person Authorized to Sign

Luis Hernandez
Printed Name

Area Sales Manager
Title

For clarification of this offer, contact:

Luis Hernandez | Area Sales Manager
Name & Title

346-295-6179
Phone | Fax

luis.hernandez1@carrier.com
E-mail

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

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. (IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities. 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

Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$140.00/hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ —/hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$205.00/hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ —/hour
5	Mechanic for emergency service on Sundays and Holidays	$280.00/hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ —/hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$140.00/hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ —/hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all-day Saturday)	$205.00/hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ —/hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$280.00/hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ —/hour

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 X Date Received Jan 12 2026

Addendum 2 X Date Received Jan 26 2026

Addendum 3 _____ Date Received _____

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

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

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

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

Reason for Issuance of this Addendum: Bid Opening Location change.
Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Luis Hernandez
Authorized Signature (Respondent)

Luis Hernandez
Title of Person Signing Above

Carrier Corporation
Typed Name of Business or Individual

9011 S. Sam Houston Pkwy, W Suite 100, Missouri City TX 77489
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 26, 2026**

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

Reason for Issuance of this Addendum: Vendor Question

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Luis Hernandez
Authorized Signature (Respondent)

Luis Hernandez
Title of Person Signing Above

Carrier Corporation
Typed Name of Business or Individual

9011 S. Sam Houston Pkwy, W, Suite 100 Missouri City TX 77489
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** I'm reaching out to ask if the HVAC Maintance Repair and Emergency Service for Jefferson County Facilities require a Contractor A License or will a contractors B license be good enough to apply for the contract ?
   Answer: A Class A HVAC license is necessary for this contract.

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: SILSBEE ISD.

Address: 415 WEST AVE N, SILSBEE, TX 77656

Contact Person and Title: RANDY BOLTON

Phone: 936.242.7428 Fax: _____

Email Address: randy.bolton@silsbeeisd.org Contract Period: _____

Scope of Work: HVAC EQUIPMENT MAINTENANCE & REPAIR

REFERENCE TWO

Government/Company Name: TEXAS A&M UNIVERSITY

Address: 1584 TAMU, COLLEGE STATION, TX 77843-000

Contact Person and Title: DARREL SELMAN

Phone: 979-219-3542 Fax: _____

Email Address: dselman@TAMU.edu Contract Period: _____

Scope of Work: MAINTENANCE & REPAIRS - CARRIER CHILLERS.

REFERENCE THREE

Government/Company Name: CHEMOURS

Address: 12501 STRANG RD, La PORTE, TX 77571-8704

Contact Person and Title: CARL SPANIEL - MANAGER

Phone: 281.813.8732 Fax: _____

Email Address: WILLIAM.C.SPANIEL@CHEMOURS.COM Contract Period: _____

Scope of Work: MAINTENANCE & REPAIRS.

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VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Carrier Corporation	Luis Hernandez
Bidder (Entity Name)	Signature
9011 S Sam Houston Pkwy, W Suite 100	Luis Hernandez
Street & Mailing Address	Print Name
Missouri City TX 77489	Feb 4th, 2026
City, State & Zip	Date Signed
713-797-8900	
Telephone Number	Fax Number
luis.hernandez1@carrier.com	
E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Luis Hernandez

Signature of Contractor's Authorized Official

Area Sales Manager

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

2.4.26

Date

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — **FORM CIQ**

For vendor doing business with local governmental entity

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

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

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

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

OFFICE USE ONLY

Date Received

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

Carrier Corporation

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

There is no relationship that any government official has an interest or holds an ownership interest within Carrier.

4

Luis Hernandez — Signature of vendor doing business with the governmental entity

2.4.26 — Date

Adopted 8/7/2015

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

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT — FORM CIS

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

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

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

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

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

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

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

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

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

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

_____ Signature of officer administering oath

_____ Printed name of officer administering oath

_____ Title of officer administering oath

Adopted 9/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

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

Did the Prime Contractor/Consultant . . .?

☐ Yes	☐ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2.	**Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3.	**Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4.	**Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5.	**Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

Luis Hernandez
Printed Name of Authorized Representative

Luis Hernandez
Signature

Area Sales Manager
Title

2.4.26
Date

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

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

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

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

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

Contractor Name: Carrier Corporation HUB: ☐ Yes ☑ No

Address: 9011 S. Sam Houston Pkwy W, Suite 100 Missouri City TX 77489
Street City State Zip

Phone (with area code): 713-797-8900 Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: Not applicable

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: Not applicable

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

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

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

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

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☑ Other: No subcontractors needed.

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: Not Applicable

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Luis Hernandez

Title: Area Sales Manager

Signature: Luis Hernandez

Date: February 4th, 2026

E-mail address: luis.hernandez1@carrier.com

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

Name (print or type): Annette Riley

Title: Area Manager

Date: February 4th, 2026

E-mail address: annette.riley@carrier.com

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

☒ I certify that Carrier Corporation [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Palm Beach Gardens, FL (city and state).

Taxpayer Identification Number (T.I.N.):	06-0991716
Company Name submitting bid/proposal:	Carrier Corporation
Mailing address:	13995 Pasteur Blvd., Palm Beach Gardens, FL 33418
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

Luis Hernandez
Signature of Company Representative

2.4.26
Date

On this 5 day of February, 2026, personally appeared

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

Notary Seal

Bridgett C. Lopez
Notary Signature

BRIDGETT C. LOPEZ
Notary Public, State of Texas
Comm. Expires 01-15-2028
Notary ID 130491467

2/5/2026
Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

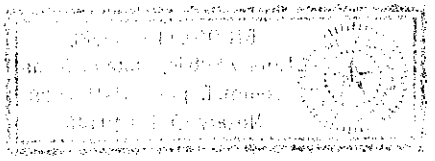
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY



BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Fort Bend

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

on this day personally appeared Luis Hernandez (name), who

after being by me duly sworn, did depose and say:

"I, Luis Hernandez (name) am a duly authorized officer of/agent

for Carrier Commercial (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Carrier Commercial Services. (name of firm)

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

Name and address of Bidder: Carrier Corporation 9011 S. Sam Houston Pkwy, W Suite 100

Missouri City TX 77589

Fax: _____ Telephone# 713-797-8900

by: Luis Hernandez (print name) Title: Area Sales Manager

Signature: Luis Hernandez

SUBSCRIBED AND SWORN to before me by the above-named

Luis Hernandez on

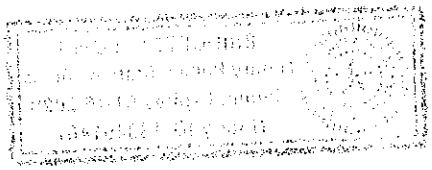
this the 5th day of February, 20 26

Bridgett C. Lopez

Notary Public in and for the State of Texas

BRIDGETT C. LOPEZ
Notary Public, State of Texas
Comm. Expires 01-15-2028
Notary ID 130491467

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



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1416698

Date Filed:
02/04/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Carrier Corporation
Missouri City, TX United States

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-078/CG
HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities.

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Carrier Corporation	Missouri City, TX United States		X

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Luis Hernandez, and my date of birth is 04/23/84.

My address is 9011 S. Sam Houston Pkwy Suite 100, Missouri City (city), TX (state), 77489 (zip code), Fort Bend (country).

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

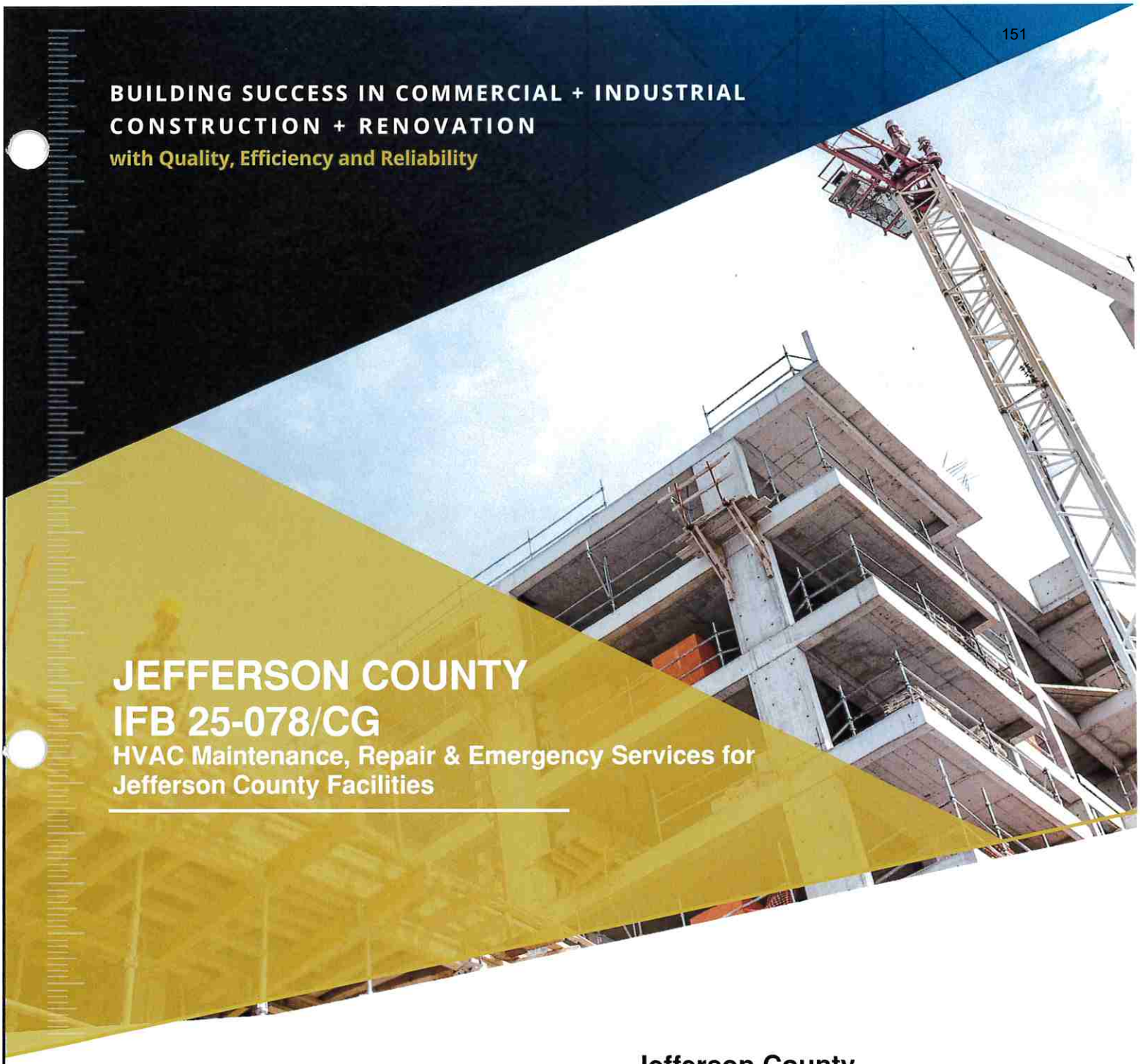
Executed in Fort Bend County, State of Texas, on the 4 day of February (month), 20 26 (year).

Luis Hernandez

Signature of authorized agent of contracting business entity
(Declarant)

BUILDING SUCCESS IN COMMERCIAL + INDUSTRIAL CONSTRUCTION + RENOVATION

with Quality, Efficiency and Reliability



JEFFERSON COUNTY
IFB 25-078/CG

HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities

Jefferson County

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

HBNeild
CONSTRUCTION
SINCE 1932
www.hbneild.com

January 11, 2026

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

RE: IFB 25-078/CG
HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities,
Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and
2 CFR Sections 200.318-327

To Whom It May Concern,

The team of H.B. Neild & Sons, Inc. brings to the table **more than 93 years** of practical and successful construction experience spanning institutional, industrial and commercial projects. The enclosed material is intended to help your team become more familiar with H.B. Neild and our team qualifications, as well as some of our past projects.

H.B. Neild has a proven track record of exceptional work and a commitment to safe construction practices in Southeast Texas and beyond. We are confident that we have assembled a highly professional, results-driven team to manage your project from groundbreaking to occupancy.

Being uniquely qualified for projects of this scope and magnitude, H.B. Neild looks forward to delivering a successful project to your team.

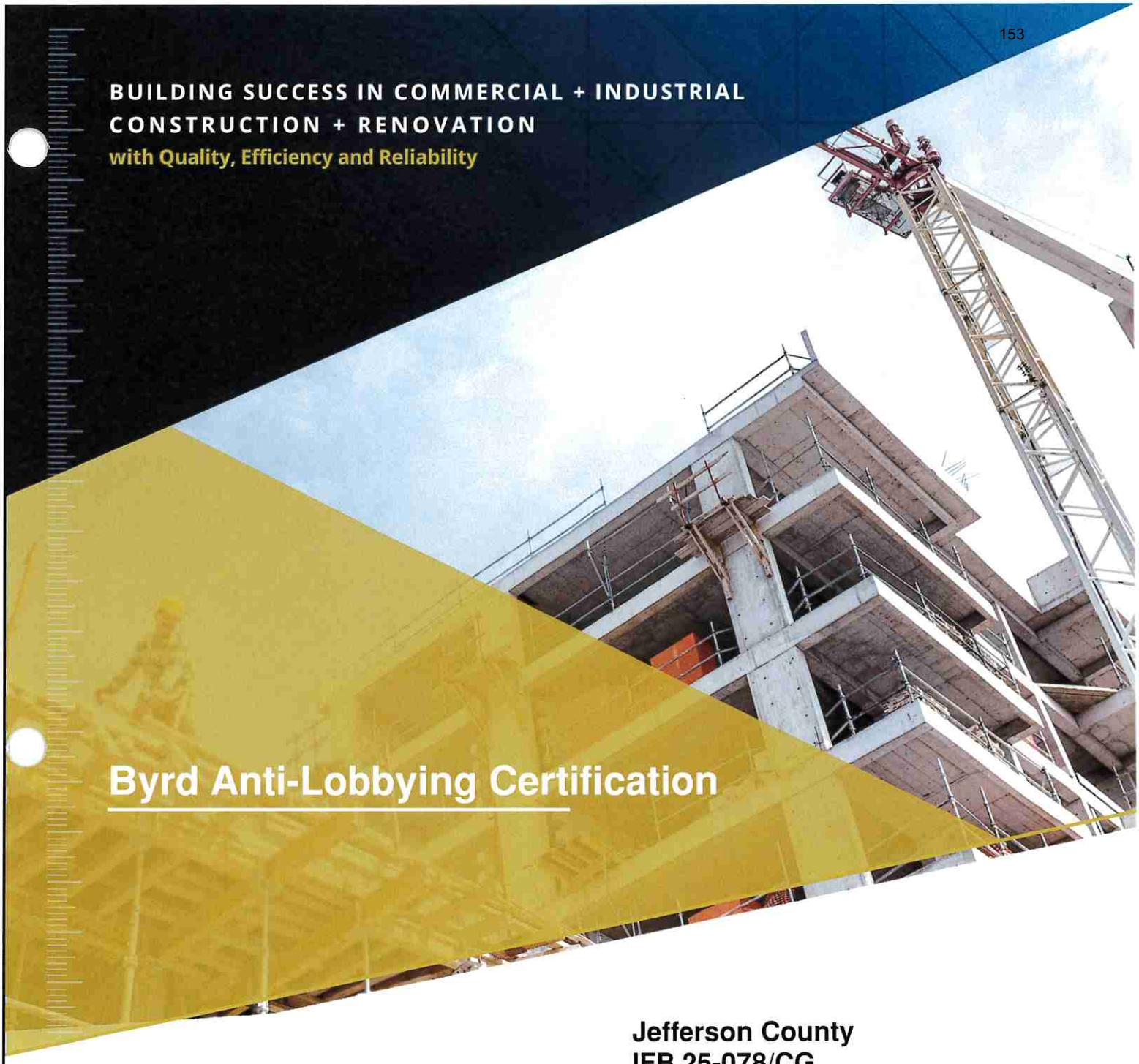
Please do not hesitate to contact any of our past or current clients as they will serve as our best references pertinent to the contract to maintain ***HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities.***

Thank you for the opportunity. If you have any questions, please feel free to contact me.

Sincerely,

Thomas B. Neild, Jr.
President
www.hbneild.com

BUILDING SUCCESS IN COMMERCIAL + INDUSTRIAL
CONSTRUCTION + RENOVATION
with Quality, Efficiency and Reliability



Byrd Anti-Lobbying Certification

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild
Contractors and Construction Managers
SINCE 1932

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

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

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

Thomas B. Neild, Jr.

Signature of Contractor's Authorized Official

Thomas B. Neild, Jr. / President

Name and Title of Contractor's Authorized Official

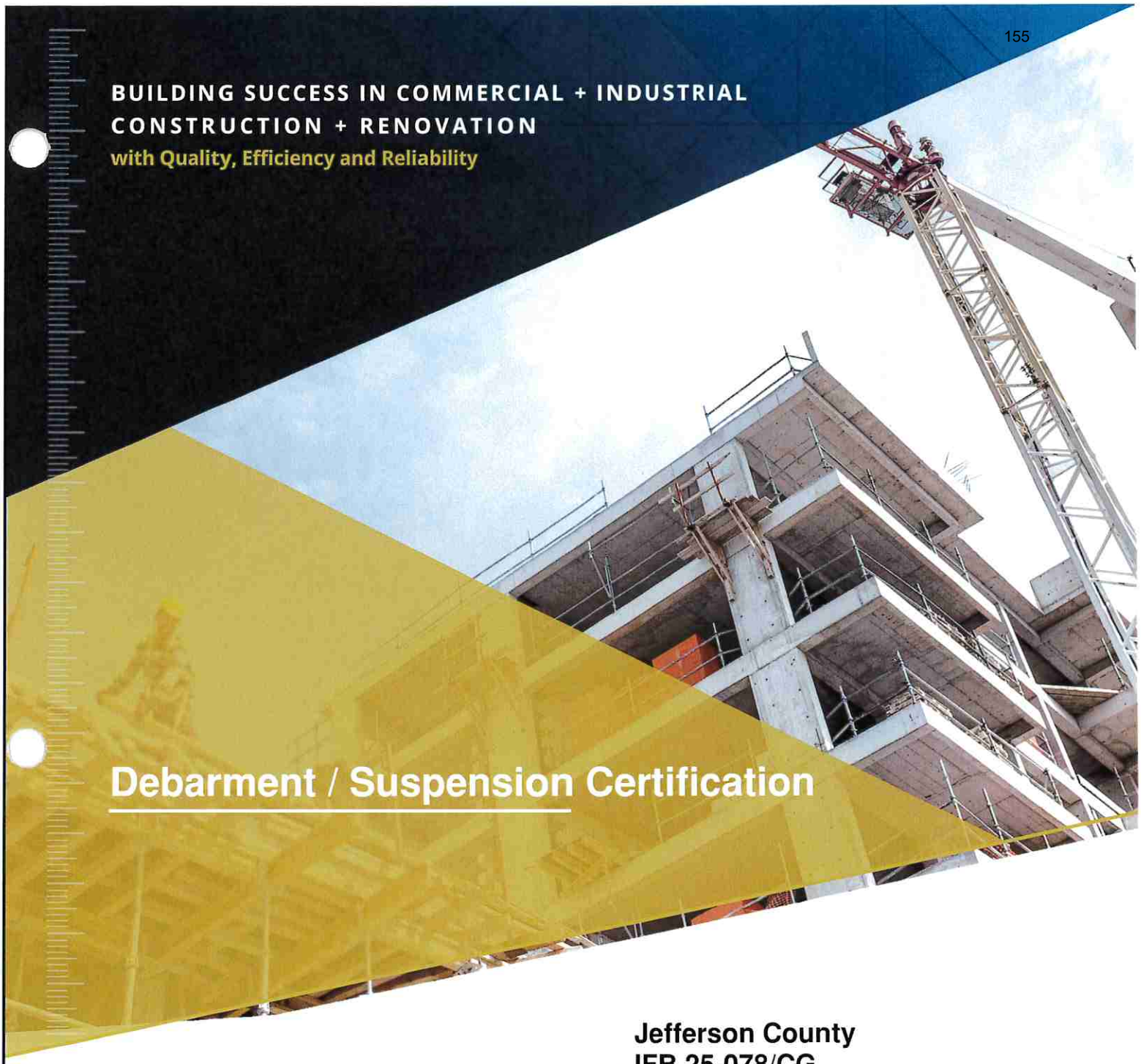
02/11/2026

Date

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

BUILDING SUCCESS IN COMMERCIAL + INDUSTRIAL CONSTRUCTION + RENOVATION

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Debarment / Suspension Certification

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

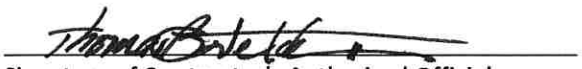
DEBARMENT/SUSPENSION CERTIFICATION

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 H.B. Neild & Sons, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

Thomas B. Neild, Jr. / President

Name and Title of Contractor's Authorized Official

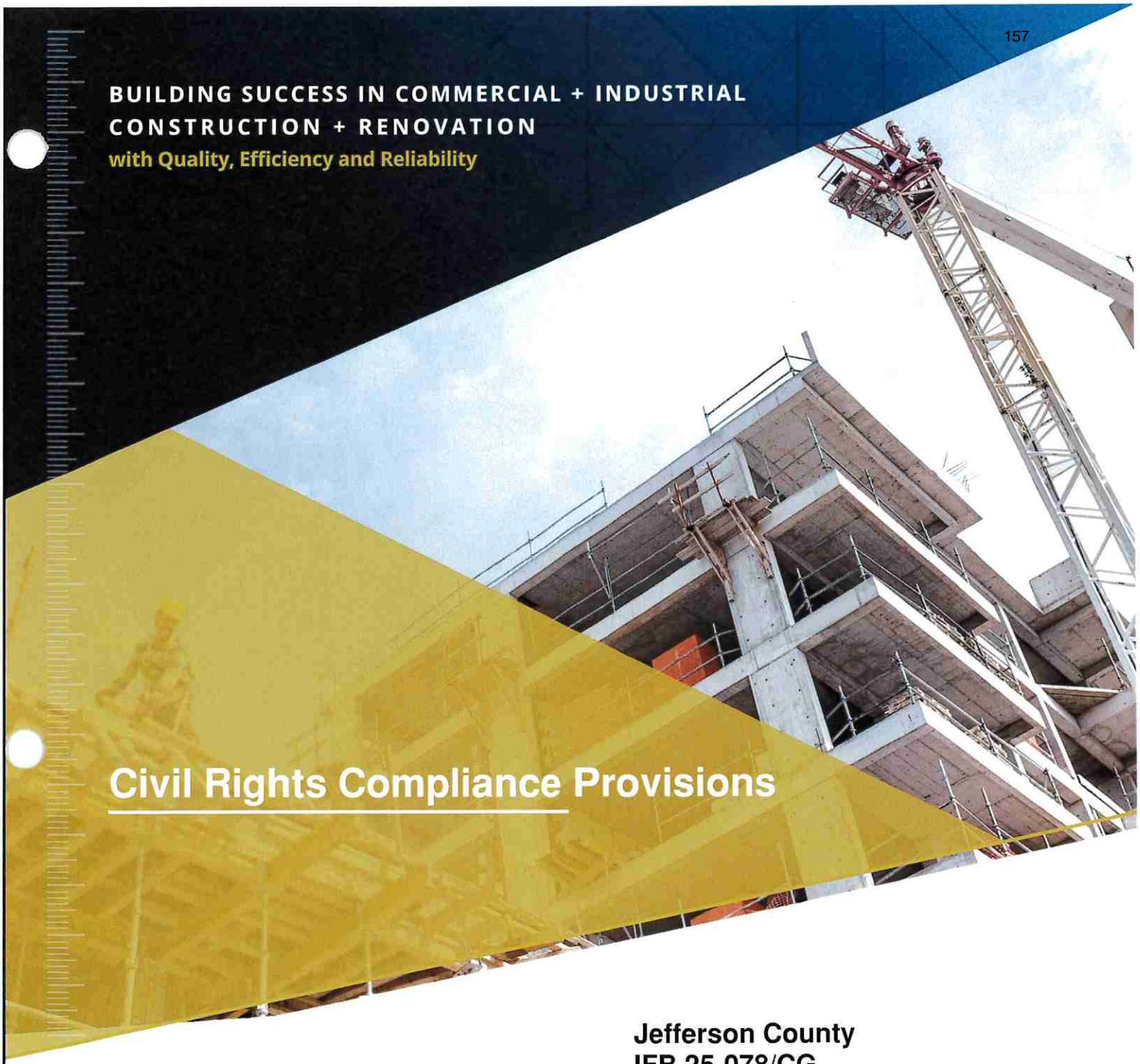
02/11/2026

Date

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

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Civil Rights Compliance Provisions

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

H.B. Neild & Sons, Inc.

Signature of Contractor's Authorized Official

Thomas B. Neild, Jr. / President

Name and Title of Contractor's Authorized Official

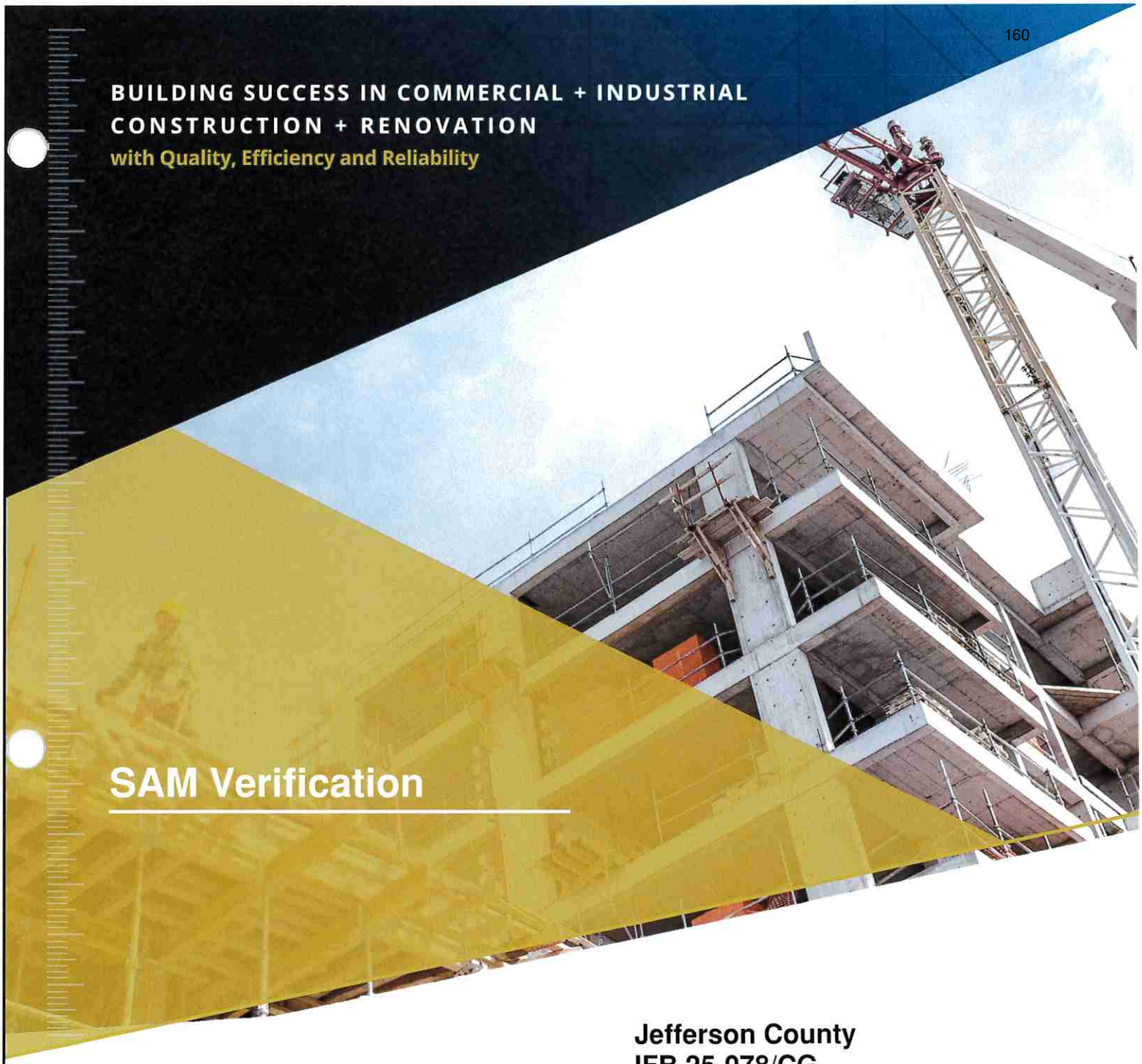
02/11/2026

Date

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

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SAM Verification

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

SAM.GOV

Entity Workspace Results 1 Total Results

H. B. NEILD & SONS, INC.

Unique Entity ID: NHVLKX4NRXQ7

CAGE/NCAGE: 5WBH5

Entity Status: Active Registration

Doing Business As: NEILD H B & SONS INC

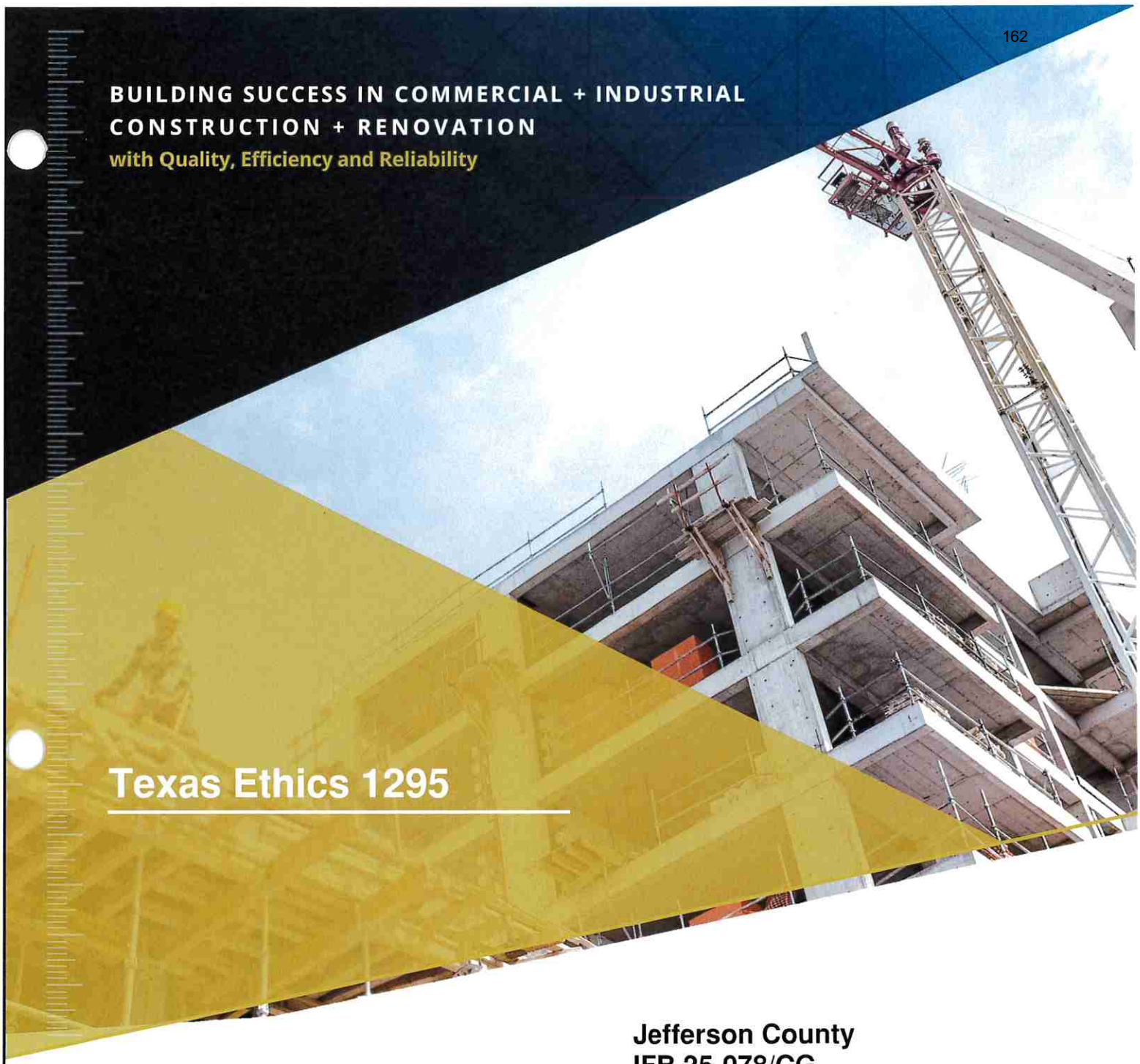
Physical Address:
8595 INDUSTRIAL PKWY
BEAUMONT , TX
77705 USA

Expiration Date:
Sep 10, 2026

Purpose of Registration:
All Awards

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Texas Ethics 1295

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

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TEXAS ETHICS COMMISSION

Certificate of Interested Parties - Submitted

Submitted on 2026-01-22 08:41:43.863

Unique Certificate Identifier: 2026-1411447

Home Print

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1411447

Date Filed:
01/22/2026

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
H.B. NEILD SONS, INC.
Beaumont, TX United States

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

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
IFB 25-078/CG
HVAC MAINTENANCE, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, TX Local Govt Code, the County Purchasing Act and 2 CFR Sections 200.318-327

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
Neild, Jr., Thomas B.	Beaumont, TX United States	X	
Neild, Taylor S.	Beaumont, TX United States	X	
Neild, Ty	Beaumont, TX United States	X	
Howell, Annie	Beaumont, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 **UNSWORN DECLARATION**

My name is Jason Gray, and my date of birth is 1/8/1978.

My address is 4485 Tallow Estates Rd, Sour Lake, TX, 77659, US.
(city) (state) (zip code) (country)

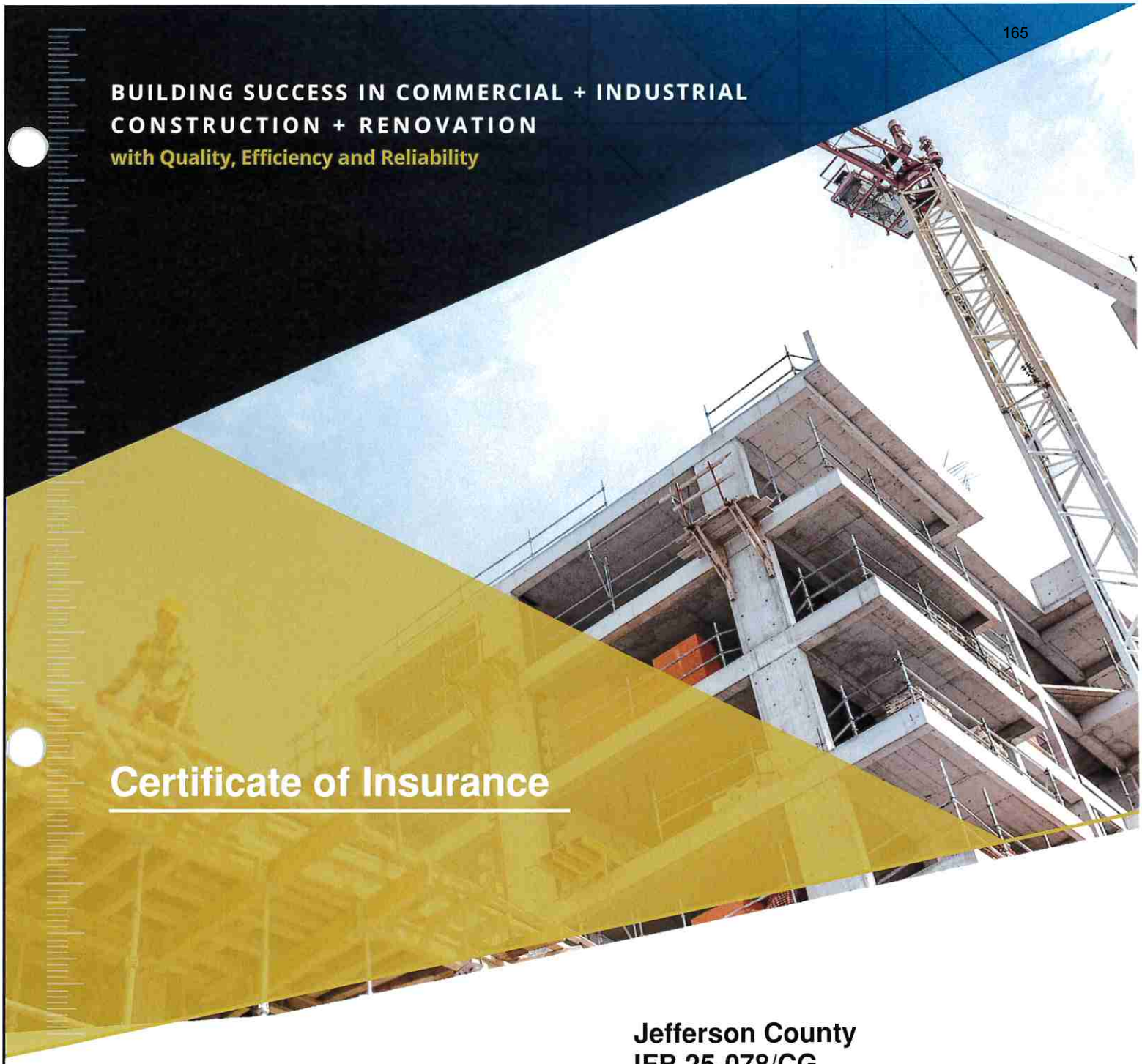
I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 22 day of January (month) 20 26 (year)

Signature of authorized agent of contracting business entity
(Declarant)

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Certificate of Insurance

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 166 9/25/2025

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 700 W. Prien Lake Road Lake Charles LA 70601	**CONTACT NAME:** Laura Monk **PHONE (A/C, No, Ext):** 337-475-7441 **FAX (A/C, No):** 337-564-6934 **E-MAIL ADDRESS:** lmonk@higginbotham.net
INSURED HBNEILD-01 H.B. Neild & Sons, Inc. P. O. Box 22555 Beaumont TX 77720	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Insurance Company Of Pittsburg — 19445 **INSURER B :** The Continental Insurance Company — 35289 **INSURER C :** New Hampshire Insurance Company — 23841 **INSURER D :** Associated Industries Insurance Company, Inc. — 23140 **INSURER E :** Westchester Surplus Lines Ins Co — 10172 **INSURER F :** AGCS Marine Insurance Company — 22837

COVERAGES **CERTIFICATE NUMBER:** 1859512033 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	GL6952499	9/1/2025	9/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	CA4629089	9/1/2025	9/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	[ ] UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ 10,000	Y	Y	CUE7092539429	9/1/2025	9/1/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC048407274	9/1/2025	9/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
D E F	Excess Liability ($14M x $10M) Excess Liability ($25M x $24M) Equipment Floater	Y Y	Y Y	XSA122853402 G48830729001 MXI93089347	9/1/2025 9/1/2025 9/1/2025	9/1/2026 9/1/2026 9/1/2026	Excess Liab (14 x 10) Excess Liab (25 x 24) Rntd/Lsd (occ/max lt)	$14,000,000 $25,000,000 $600,000

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

Maritime Employers Liability
Issuing Company: Underwriters at Lloyd's London; NAIC: 15792
Policy Number: PSR084006
Effective Dates: 09/01/2025-09/01/2026
Combined Single Limit: $1,000,000

Contractors Professional and Pollution Liability
Issuing Company: Indian Harbor Insurance Company; NAIC: 36940
See Attached...

CERTIFICATE HOLDER

Master COI

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: HBNEILD-01 167

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
ginbotham Insurance Agency, Inc.	H.B. Neild & Sons, Inc. P. O. Box 22555 Beaumont TX 77720
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

Policy Number: PEC0069954
Effective Dates: 09/01/2025-09/01/2026
Professional Liability Limit (per claim): $10,000,000
Contractors Pollution Liability Limit (per claim): $10,000,000
Policy Aggregate Limit: $10,000,000

Certificate Holder is provided Additional Insured status on General Liability, including Ongoing and Completed Operations (CG 2010 1001 and 143526 0222 (Ongoing Operations), CG 2037 1001 and 143526 0222 (Completed Operations)), Auto (87950 0914), Excess Liability (CNA 75504XX 032015, CX 001 0413, XSC 27266 0509) where required by written contract. Certificate Holder is provided Waiver of Subrogation on General Liability, Auto, Workers Compensation/Employers Liability, and Excess Liability where required by written contract. General Liability, Auto Liability, and Excess Liability coverages are provided on a Primary and Non-Contributory basis where required by written contract. Workers Compensation coverage includes blanket Alternate Employer as required by written contract. Workers Compensation coverage includes USL & H coverage. Blanket 30-Day Notice of Cancellation is provided on General Liability, Auto, and Workers Compensation/Employers Liability as required by written contract.

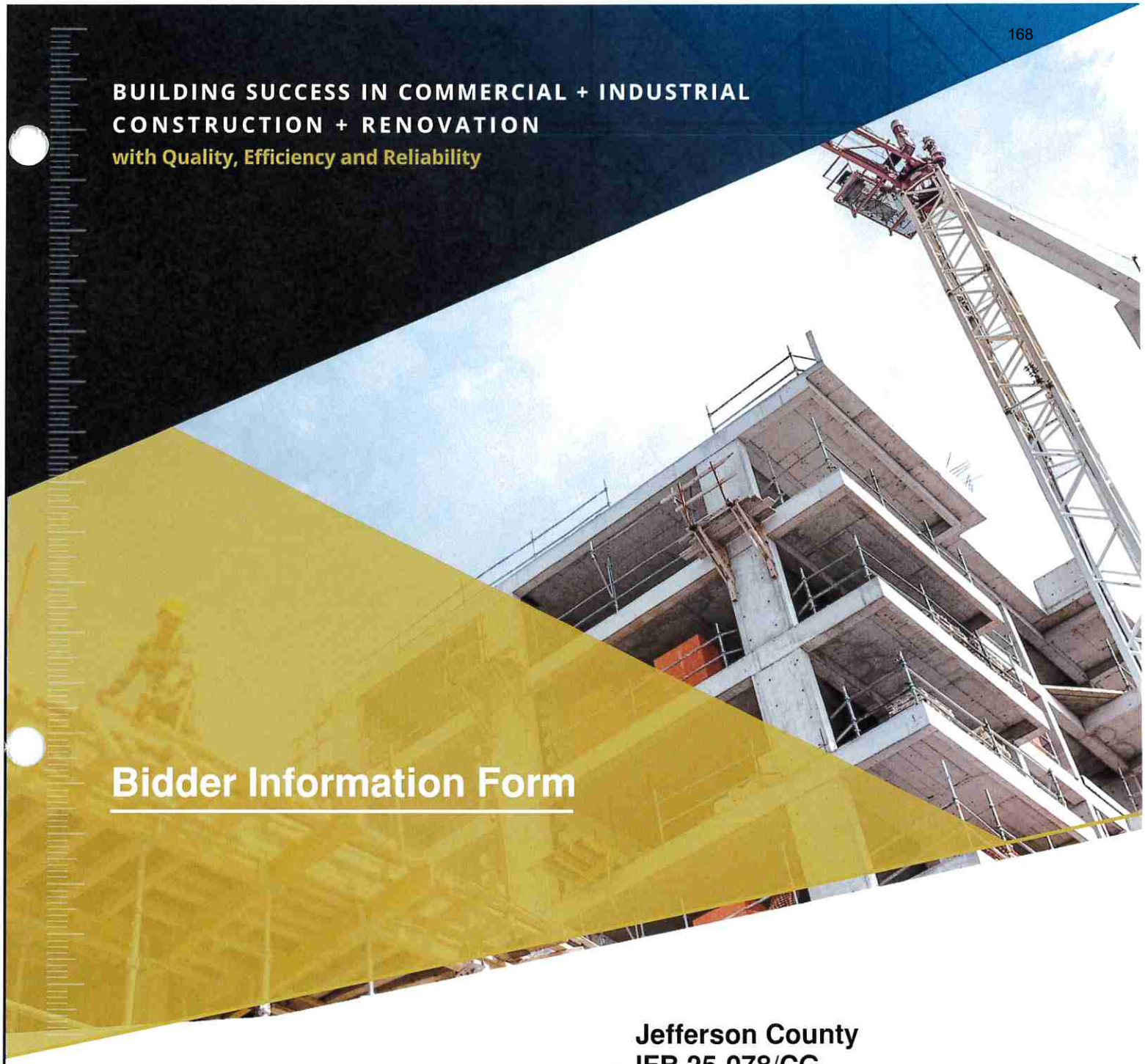
Excess Liability Policy No. 709239429 ($10M) overlays and follows form over the General Liability, Auto, and Workers Compensation/Employers Liability policies shown above (6952499, 4629089, 048407274, respectively). Excess Liability Policy No. XSA122853402 ($14M xs $10M) overlays and follows form over Umbrella Policy No. 709239429. Excess Liability Policy No. G48830729001 ($25M xs $24M) overlays and follows form over Excess Liability Policy No. XSA122853402 ($14M xs $10M).

Certificate Holder is provided Additional Insured status and Waiver of Subrogation on Contractors Pollution Liability as required by written contract (EVPCPocCP 0424). Contractors Pollution Liability coverage is provided on a Primary and Non-Contributory basis as required by written contract (EVPCPocCP 0424).

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Bidder Information Form

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 25-078/CG) HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities

Bidder's Company/Business Name: H.B. Neild & Sons, Inc.

Bidder's TAX ID Number: 76-0003324

***If Applicable*:** **HUB Vendor No.** N/A **DBE Vendor No.** N/A

Contact Person: Thomas B. Neild, Jr. **Title:** President

Phone Number (with area code): 409.842.2272

Alternate Phone Number if available (with area code): N/A

Fax Number (with area code): 409.842.0369

Email Address: thomasneild@hbneild.com

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

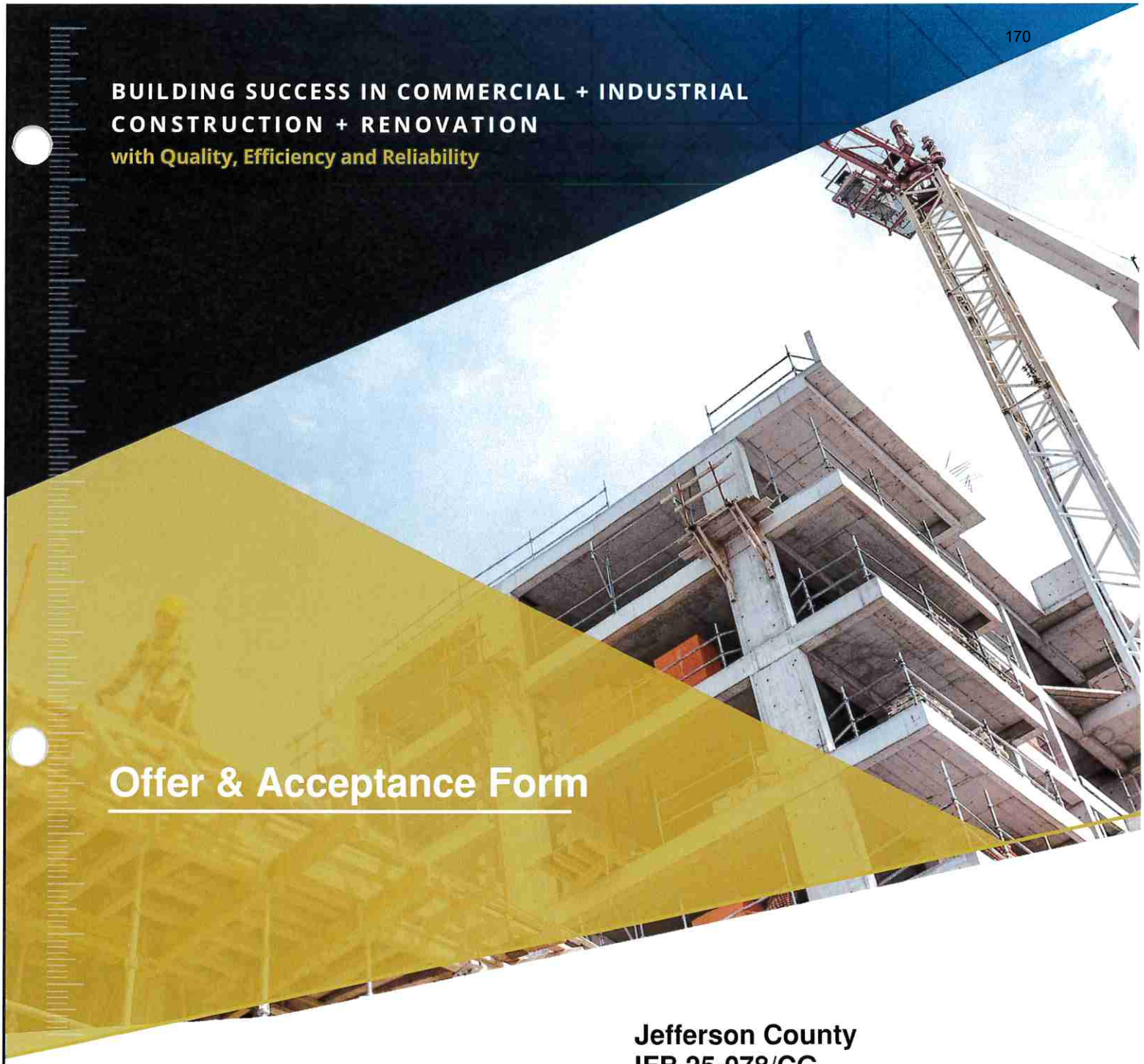
8595 Industrial Parkway
Address

Beaumont, TX 77705
City, State, Zip Code

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

BUILDING SUCCESS IN COMMERCIAL + INDUSTRIAL CONSTRUCTION + RENOVATION

with Quality, Efficiency and Reliability



Offer & Acceptance Form

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 01, 02, _____, _____.

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

H.B. Neild & Sons, Inc.
Company Name

8595 Industrial Parkway
Address

Beaumont, TX 77705
City State Zip

Signature of Person Authorized to Sign

Thomas B. Neild, Jr.
Printed Name

President
Title

For clarification of this offer, contact:

Thomas B. Neild, Jr. / President
Name & Title

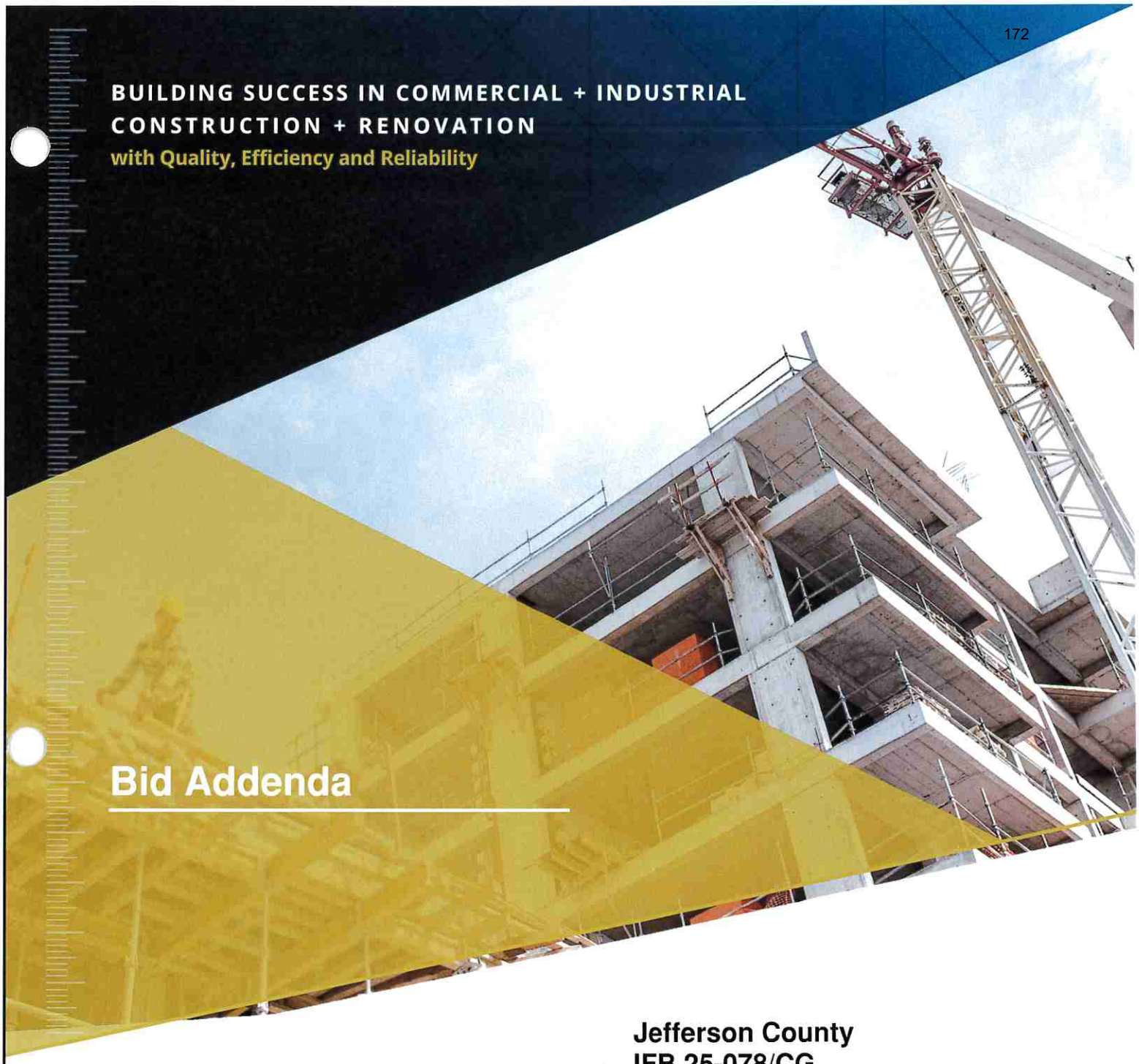
409.842.2272 409.842.0369
Phone Fax

thomasneild@hbneild.com
E-mail

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

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Bid Addenda

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

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

Reason for Issuance of this Addendum: Bid Opening Location change.

Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Thomas B. Neild, Jr. / President
Title of Person Signing Above

H.B. Neild & Sons, Inc.
Typed Name of Business or Individual

8595 Industrial Parkway,
Address Beaumont, TX 77705

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 26, 2026**

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

Reason for Issuance of this Addendum: Vendor Question

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

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

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Thomas B. Neild, Jr. / President
Title of Person Signing Above

H.B. Neild & Sons, Inc.
Typed Name of Business or Individual

8595 Industrial Parkway
Address Beaumont, TX 77705

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

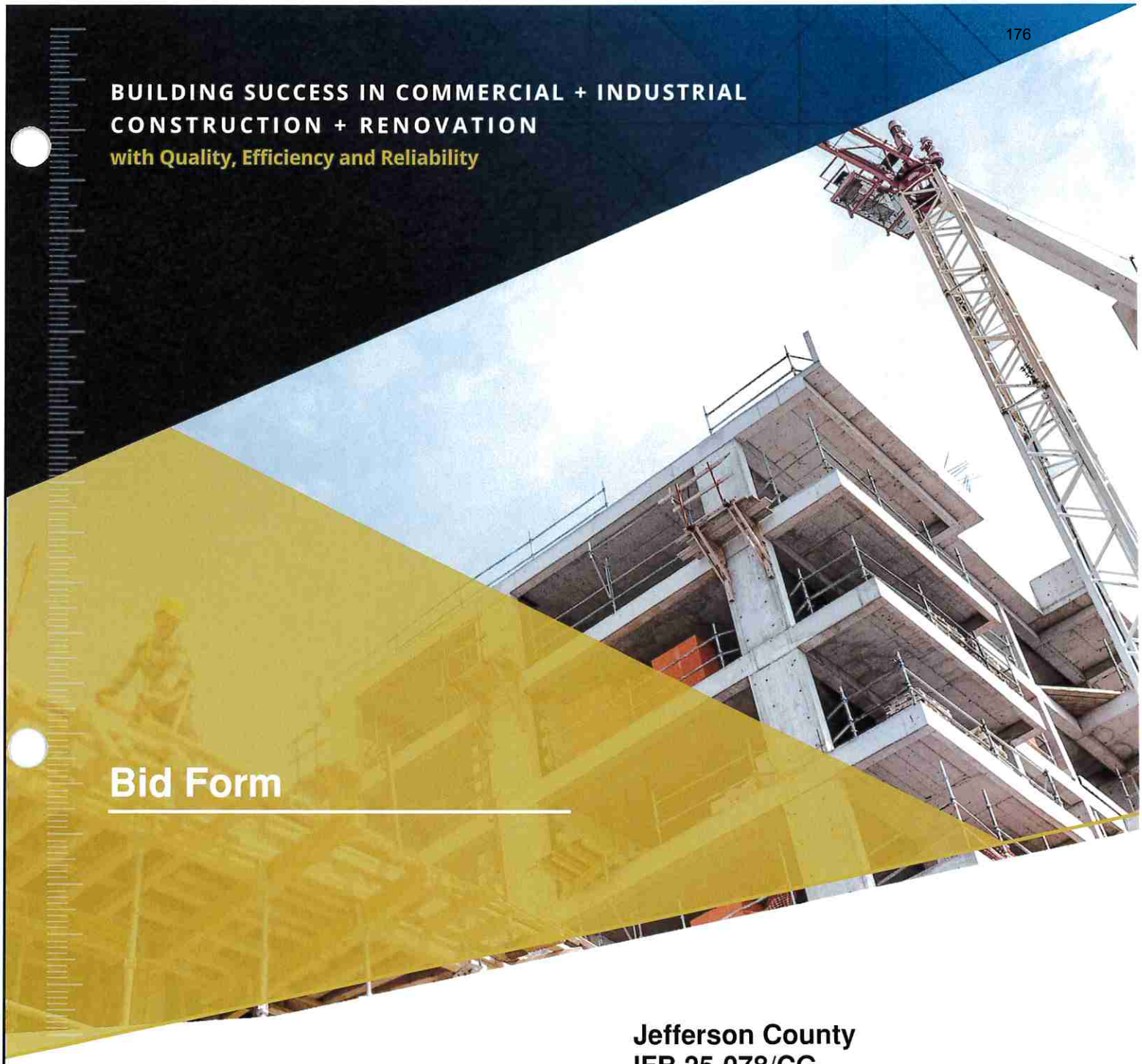
1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. **Question:** I'm reaching out to ask if the HVAC Maintance Repair and Emergency Service for Jefferson County Facilities require a Contractor A License or will a contractors B license be good enough to apply for the contract ?
   Answer: A Class A HVAC license is necessary for this contract.

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Bid Form

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

BID FORM

Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 90.00 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 80.00 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 115.00 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 109.00 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 140.00 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 130.00 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 90.00 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 80.00 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all-day Saturday)	$140.00 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 130.00 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 152.00 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 144.00 /hour

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 X Date Received 01/21/26

Addendum 2 X Date Received 01/26/26

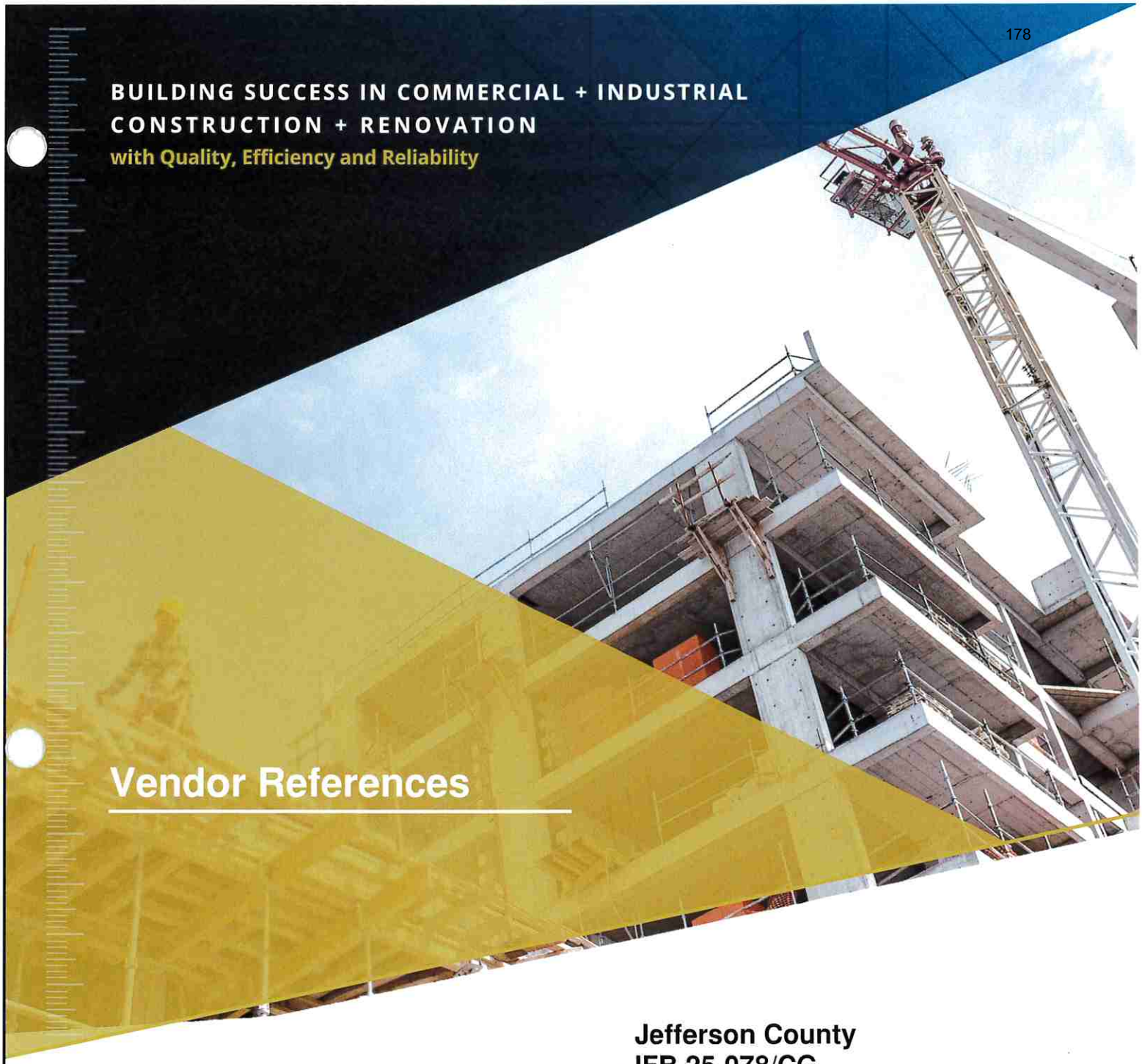
Addendum 3 _____ Date Received _____

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

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

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Vendor References

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

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Contractors and Construction Managers

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VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: XOM BPEP

Address: 11440 Highway 90, Beaumont, TX 77713

Contact Person and Title: Chris Clausen / High Pressure Pipe Planner

Phone: 409.719.8774 Fax: N/A

Email Address: christopher.w.clausen@exxonmobil.com Contract Period: June 2024 - Current Open ended agreement

Scope of Work: PM's and Standard Maintenance Calls

REFERENCE TWO

Government/Company Name: Entergy

Address: 350 Pine St., Beaumont, TX 77701

Contact Person and Title: Lee Rodgers / Sr. Facility Manager for Entergy

Phone: 409.791.3201 Fax: N/A

Email Address: mrodg90@entergy.com Contract Period: Dec 2024 - Current Open ended agreement

Scope of Work: Call-outs for Maintenance

REFERENCE THREE

Government/Company Name: TXLA Systems

Address: 8170 Chemical Rd., Beaumont, TX 77705

Contact Person and Title: Jeff Marks / Productions Manager

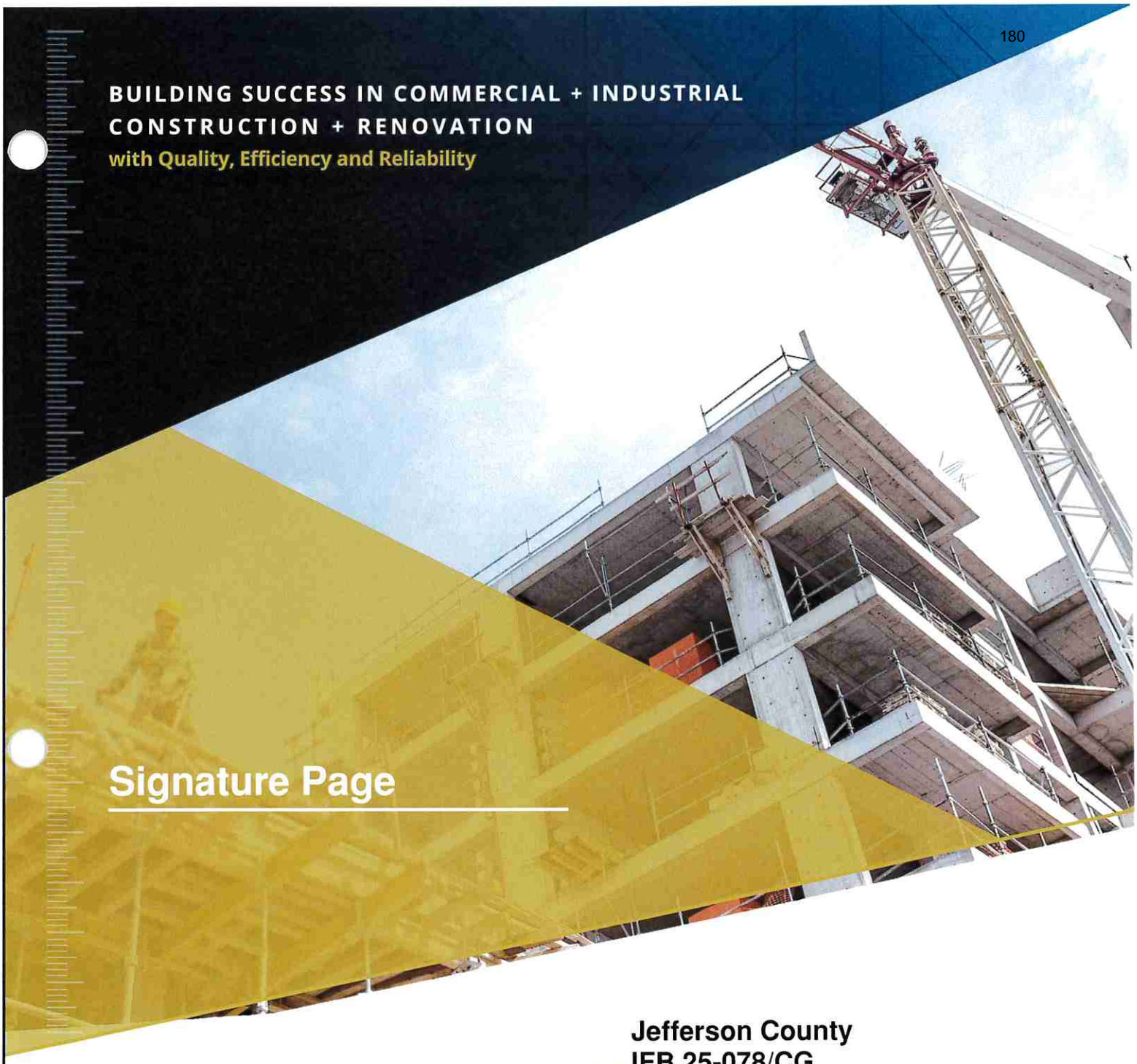
Phone: 409.718.2541 Fax: N/A

Email Address: jeff.marks@txlasystems.com Contract Period: Aug 2025 - Current Open ended agreement

Scope of Work: Quarterly PM's and System Installs

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Signature Page

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

SIGNATURE PAGE

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

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

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

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

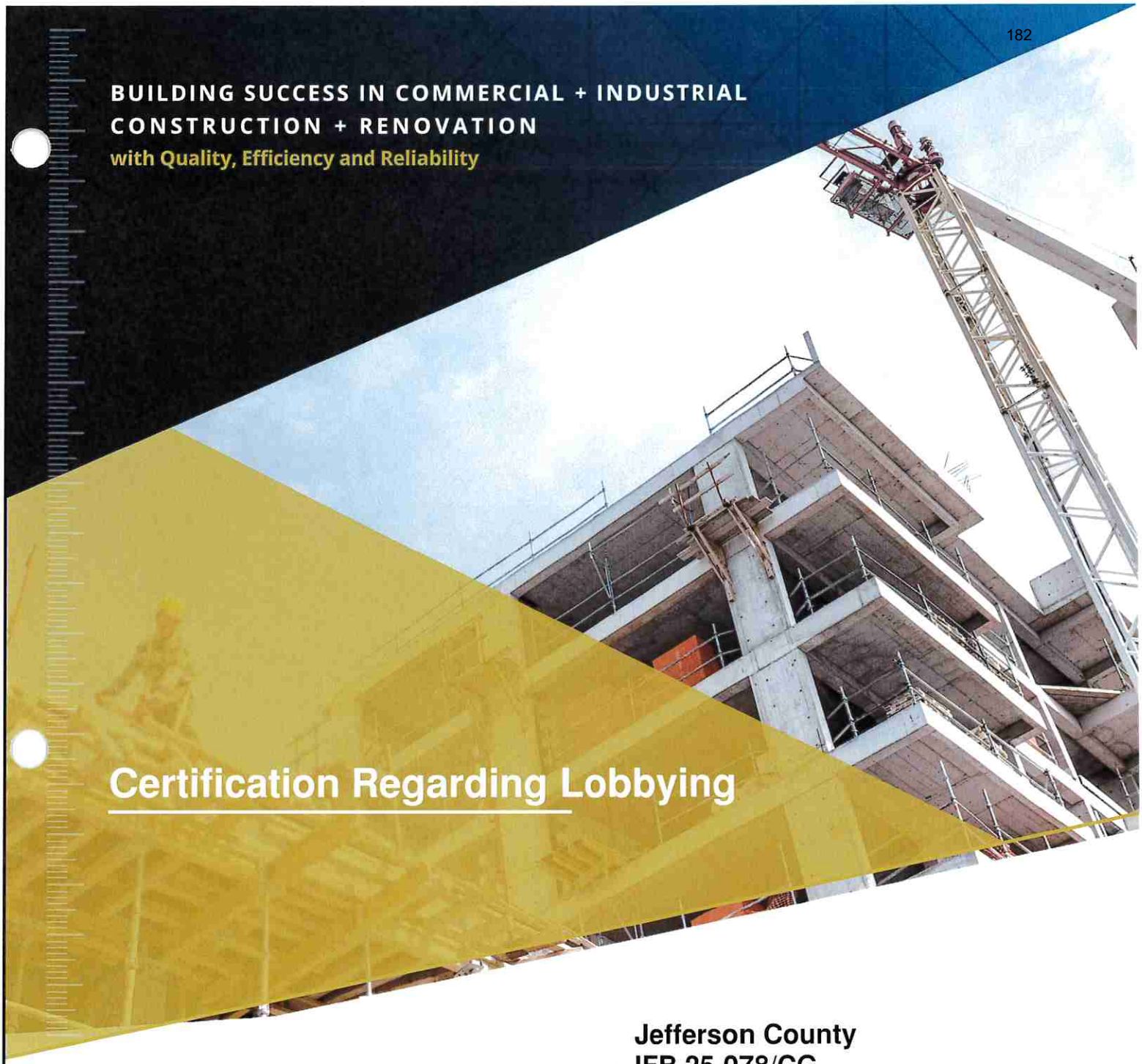
The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated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

H.B. Neild & Sons, Inc.	
Bidder (Entity Name)	Signature
8595 Industrial Parkway	Thomas B. Neild, Jr. / President
Street & Mailing Address	Print Name
Beaumont, TX 77705	02/11/2026
City, State & Zip	Date Signed
409.842.2272	409.842.0369
Telephone Number	Fax Number
thomasneild@hbneild.com	
E-mail Address	

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

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Certification Regarding Lobbying

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

H.B. Neild & Sons, Inc.



Signature of Contractor's Authorized Official

Thomas B. Neild, Jr. / President

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

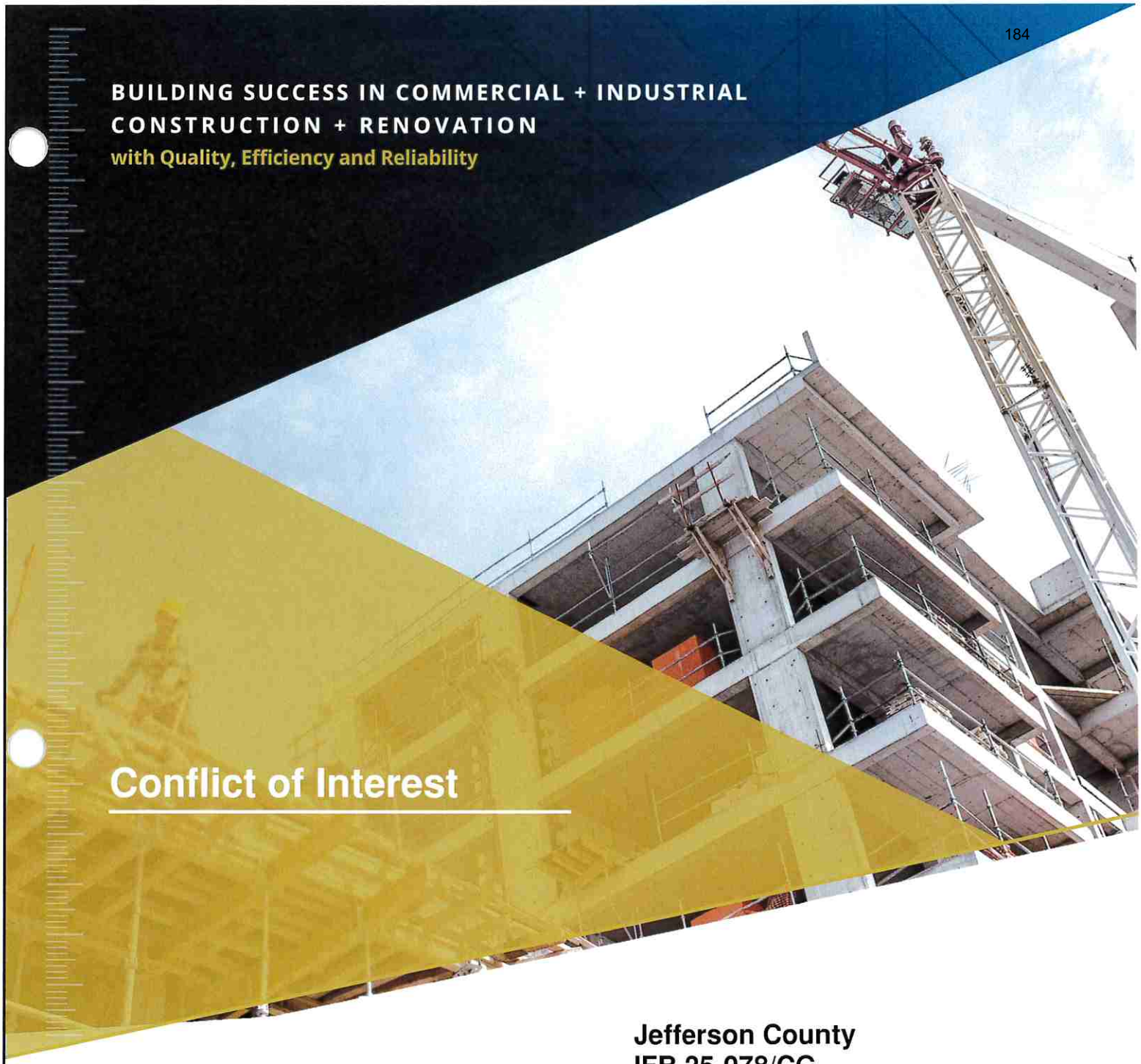
02/11/2026

Date

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

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Conflict of Interest

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

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

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Thomas B. Neild, Jr. / President — Signature of vendor doing business with the governmental entity

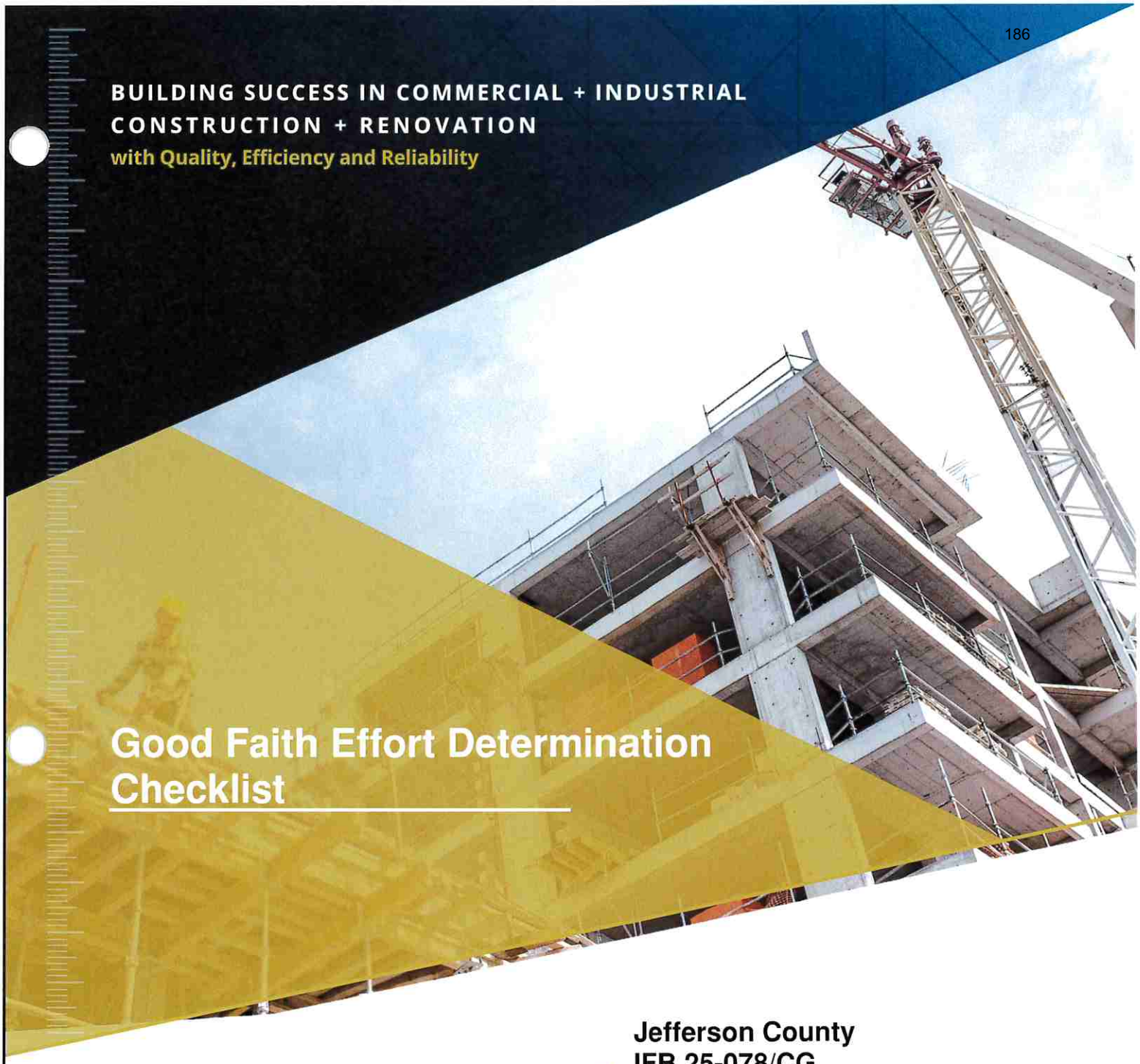
02/11/2026 — Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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Good Faith Effort Determination Checklist

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes ☐ No N/A	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes ☐ No N/A	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes ☐ No N/A	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 N/A ☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes N/A ☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes N/A ☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Thomas B. Neild, Jr.
Printed Name of Authorized Representative

Signature

President
Title

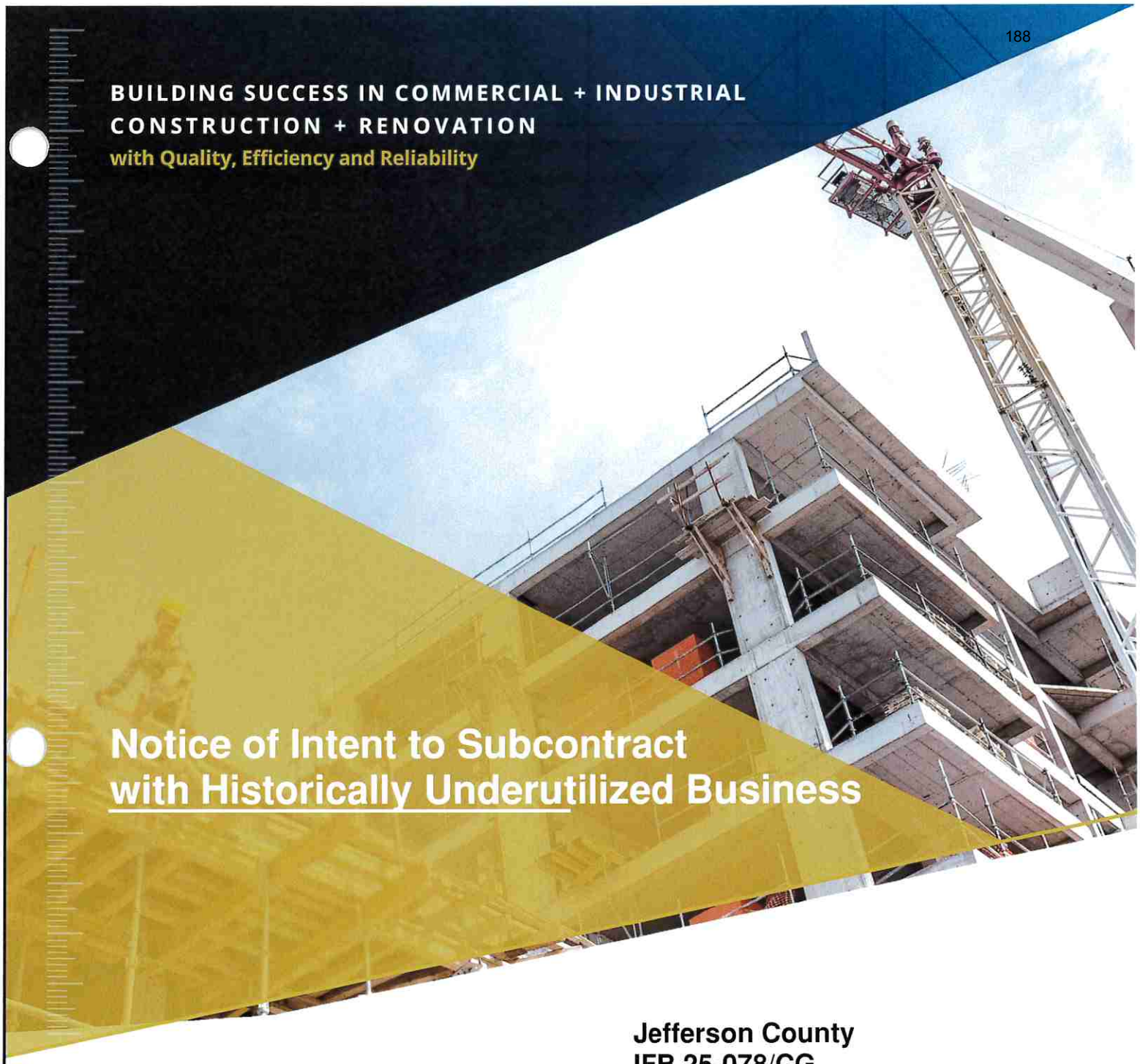
02/11/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

H.B. Neild & Sons, Inc. intends to self-perform all work within this contract.

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Notice of Intent to Subcontract with Historically Underutilized Business

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

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: H.B. Neild & Sons, Inc. HUB: ☐ Yes ☒ No

Address: 8595 Industrial Parkway, Beaumont, TX 77705
Street City State Zip

Phone (with area code): 409.842.2272 Fax (with area code): 409.842.0369

Project Title & No.: IFB 25-078/CG HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327

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:

Thomas B. Neild, Jr. / President		02/11/2026
Printed Name of Contractor Representative	Signature of Representative	Date
N/A	N/A	N/A
Printed Name of HUB	Signature of Representative	Date

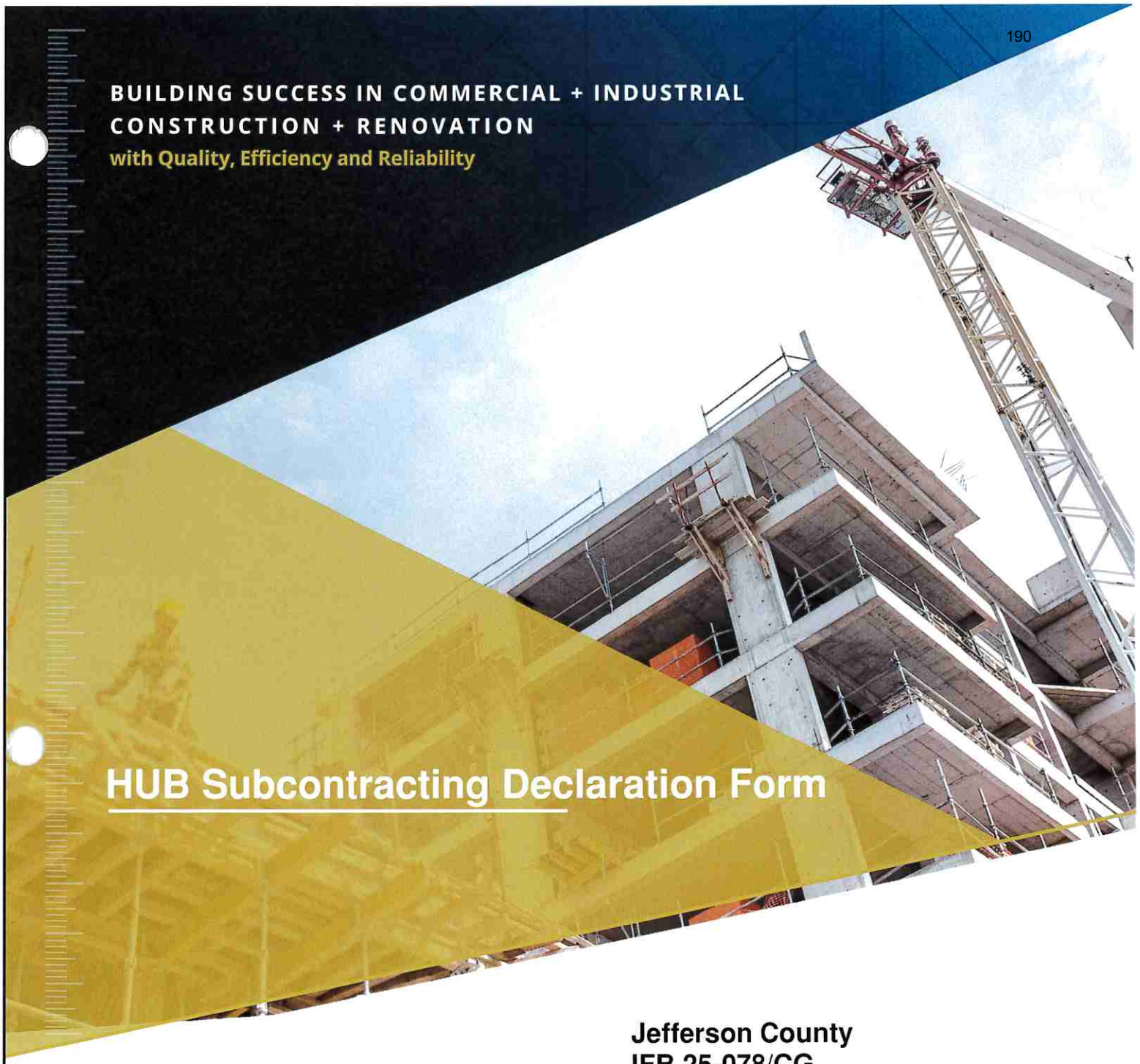
Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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HUB Subcontracting Declaration Form

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: H.B. Neild & Sons, Inc. HUB: ☐ Yes ☒ No

HUB Status (Gender & Ethnicity): N/A

Address: 8595 Industrial Parkway, Beaumont, TX 77705
Street City State Zip

Phone (with area code): 409.842.2272 Fax (with area code): 409.842.0369

Project Title & No.: HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327 IFB/RFP No.: #25-078/CG

Total Contract: $ Total HUB Subcontract(s): $ N/A

Construction HUB Goals: 12.8% MBE:: N/A % 12.6% WBE: N/A %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Thomas B. Neild, Jr.

Title: President

Signature: [signature]

Date: 02/11/2026

E-mail address: thomasneild@hbneild.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Trisha Gonzales

Title: Controller

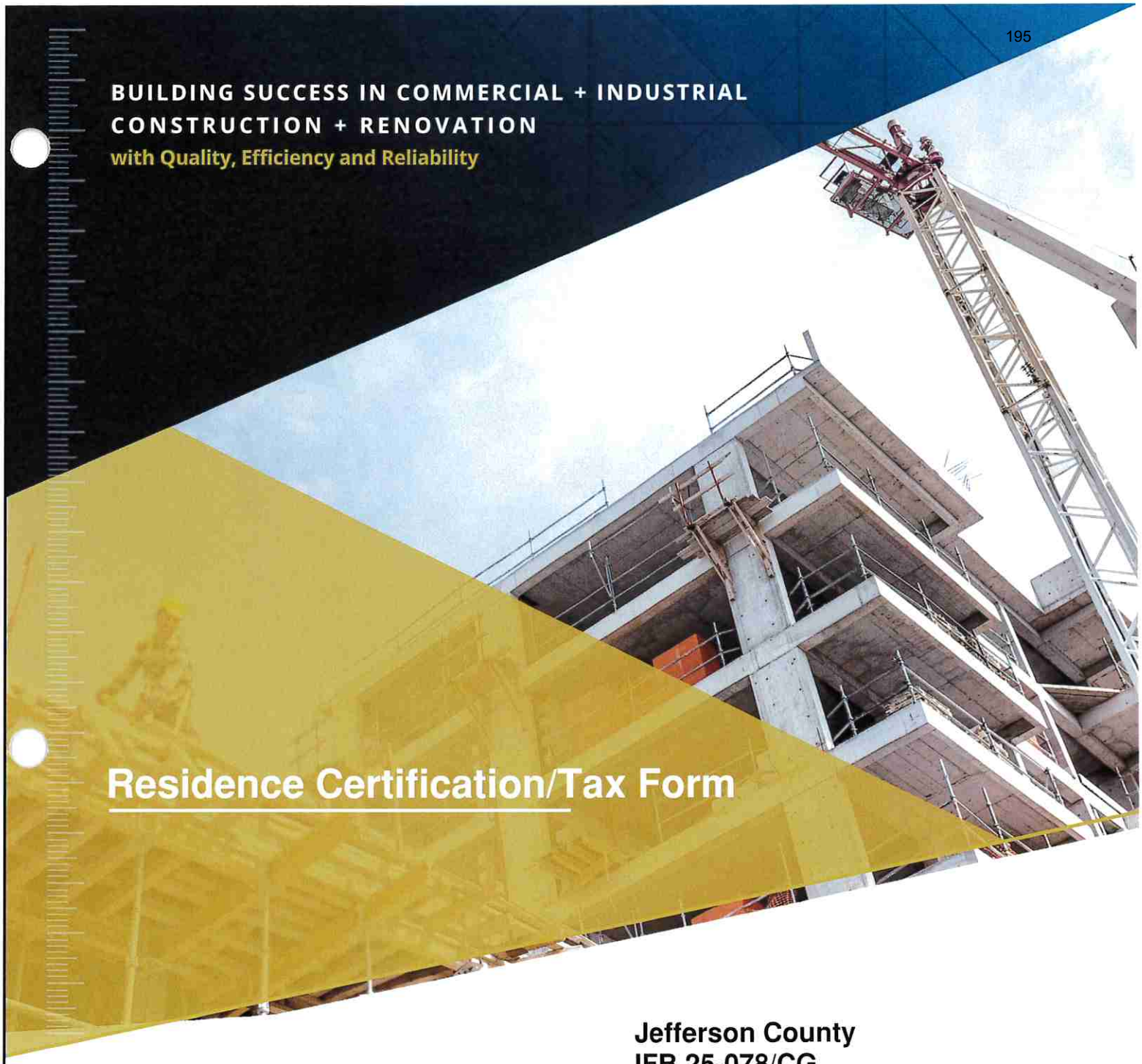
Date: 02/11/2026

E-mail address: tgonzales@hbneild.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BUILDING SUCCESS IN COMMERCIAL + INDUSTRIAL CONSTRUCTION + RENOVATION

with Quality, Efficiency and Reliability



Residence Certification/Tax Form

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that H.B. Neild & Sons, Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0003324
Company Name submitting bid/proposal:	H.B. Neild & Sons, Inc.
Mailing address:	8595 Industrial Parkway, Beaumont, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner: N/A	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
03163000000090000000	8595 Industrial Parkway, Beaumont, TX 77705
70000000044620000000	8595 Industrial Parkway, Beaumont, TX 77705

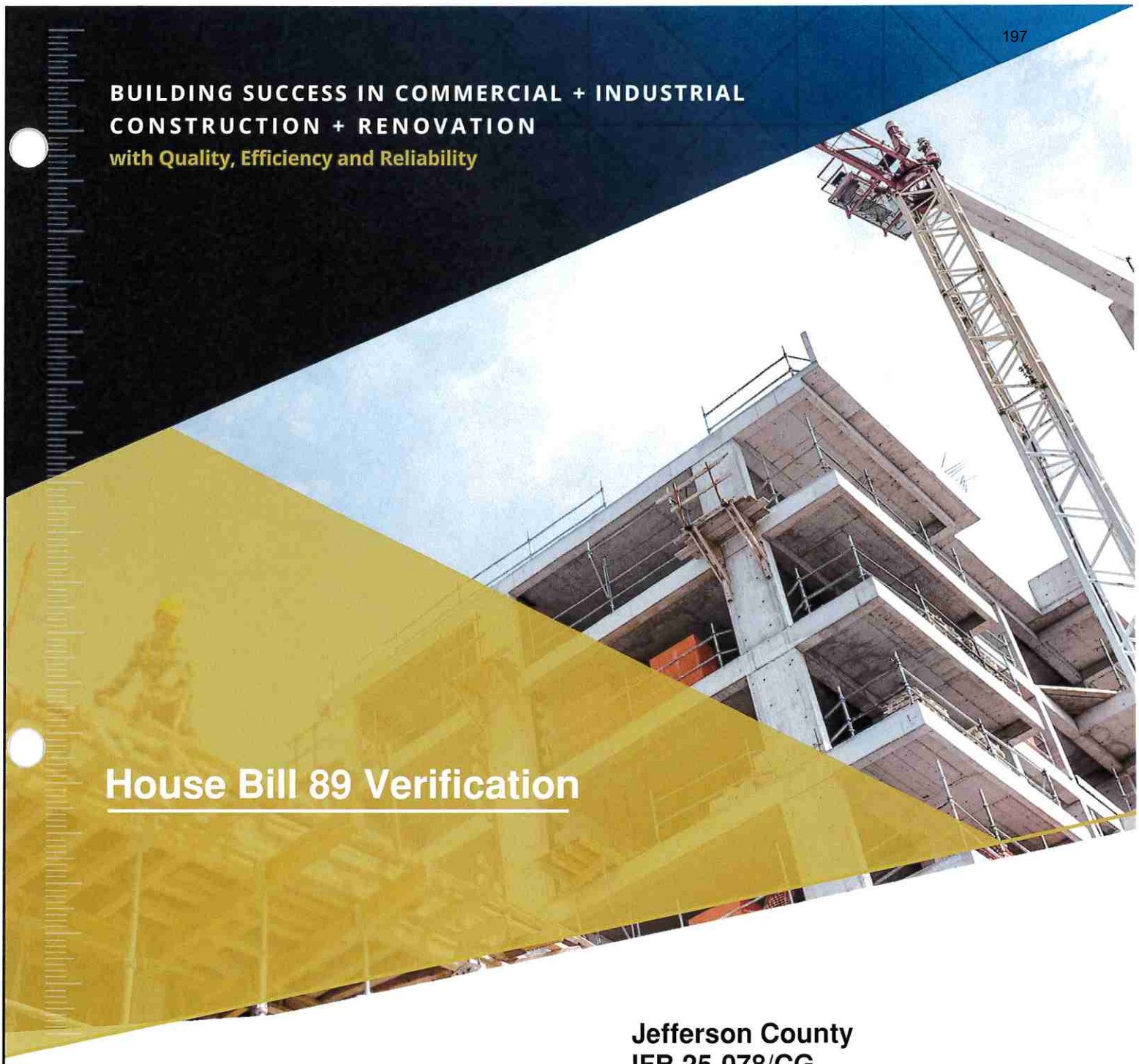
* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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House Bill 89 Verification

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

HOUSE BILL 89 VERIFICATION

I, Thomas B. Neild, Jr., the undersigned representative of (company or business name) H.B. Neild & Sons, Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

02/11/2026
Date

On this 11th day of February, 20 26, personally appeared

Thomas B. Neild, Jr., the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature

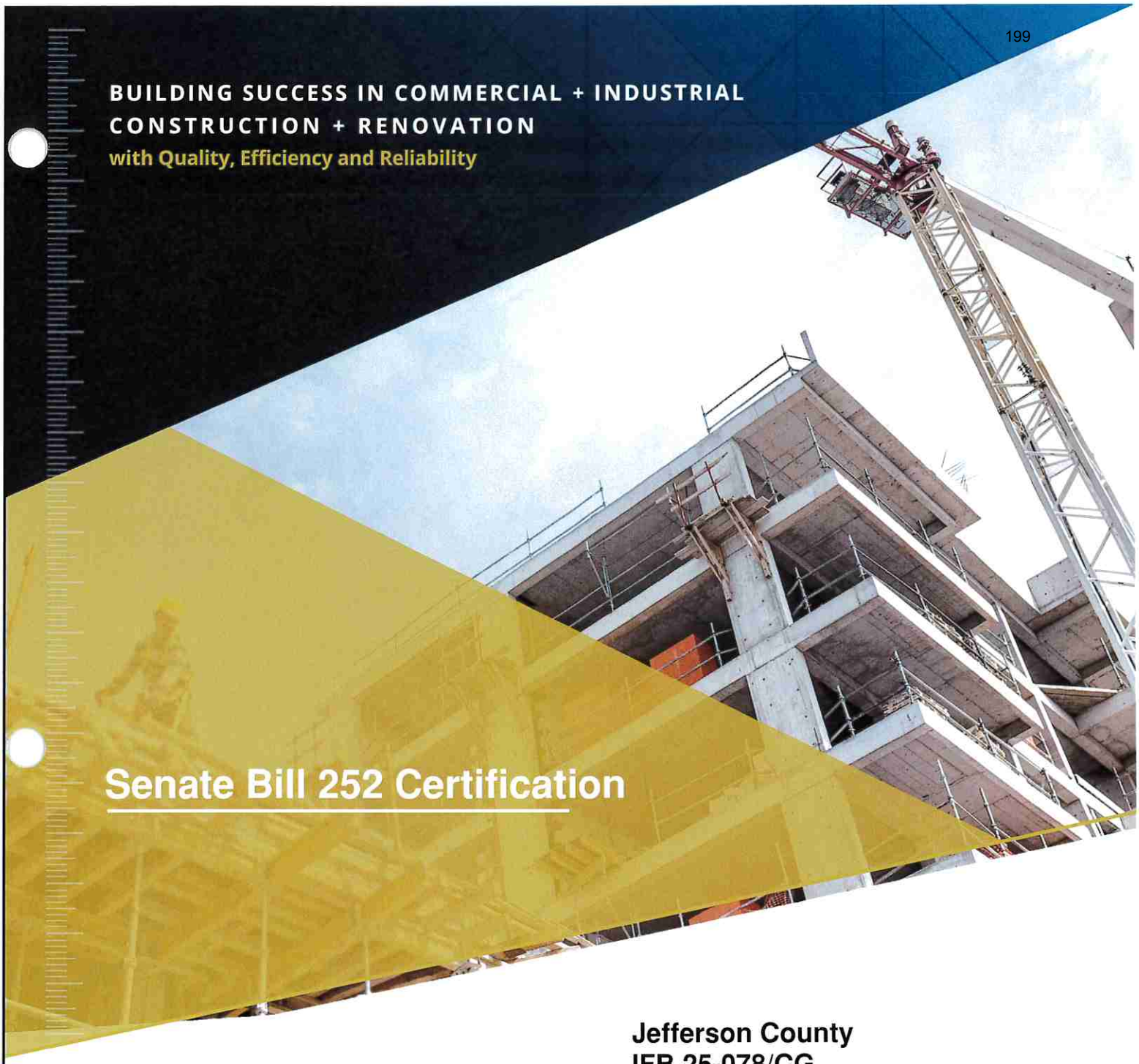
02/11/2026
Date

SHERRY DANIELS
Notary Public, State of Texas
Comm. Expires 06-06-2029
Notary ID# 11069498

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

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Senate Bill 252 Certification

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

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.

H.B. Neil & Sons, Inc.

Company Name

IFB 25-078/CG

IFB/RFP/RFQ number

Certification check performed by:

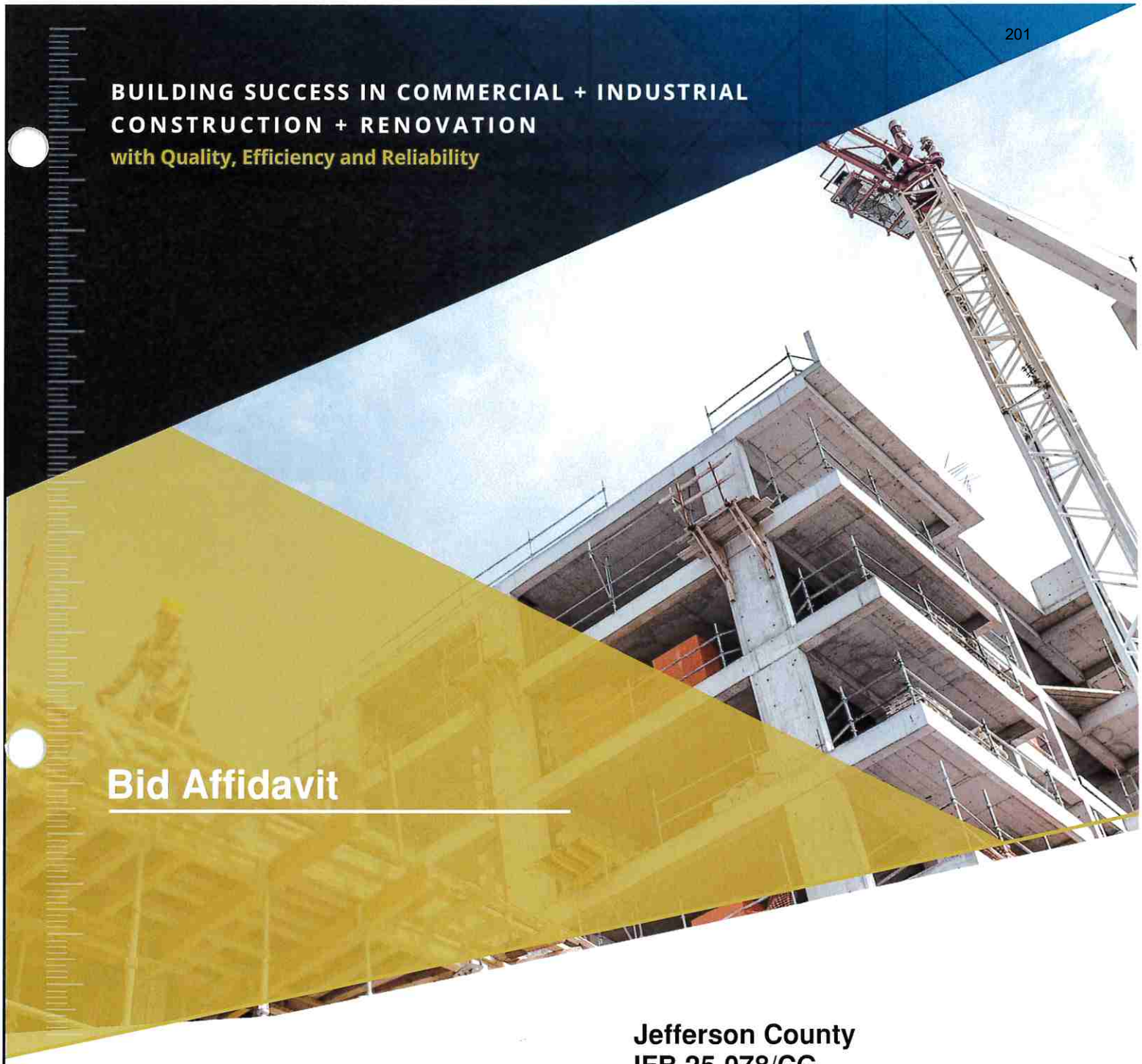
Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

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Bid Affidavit

Jefferson County
IFB 25-078/CG

1149 Pearl Street, 1st Floor
Beaumont, TX 77701

HBNeild

Contractors and Construction Managers

SINCE 1932

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 TEXAS COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared Thomas B. Neild, Jr., who
(name)
after being by me duly sworn, did depose and say:

"I, Thomas B. Neild, Jr. am a duly authorized officer
of/agent (name)
for H.B. Neild & Sons, Inc. and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said H.B. Neild & Sons, Inc.
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: H.B. Neild & Sons, Inc.

8595 Industrial Parkway, Beaumont, TX 77705

Fax: 409.842.0369 Telephone# 409.842.2272

by: Thomas B. Neild, Jr. Title: President
(print name)

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

Thomas B. Neild, Jr. on

this the 11th day of February, 2026.

Notary Public in and for
the State of TEXAS

SHERRY DANIELS
Notary Public, State of Texas
Comm. Expires 06-06-2029
Notary ID# 11069498

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Jefferson County Purchasing Department
IFB 25-078/CG
HVAC Maintenance, Repair and Emergency Services
11:00 am 2/11/2026
Purchasing Department
1149 Pearl St. 1st Floor
Beaumont, TX 77701

Industrial and Commercial Mechanical
TACLA23943C
4445 Westpark Avenue
Beaumont, TX 77705
Phone (409) 842-3737
Fax (409) 842-3738

Contact:
Tracy Williams
Account Manager
Office: 409-842-3737
Mobile: 409-749-9571
twilliams@ic-mechanical.com
Industrial & Commercial Mechanical

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-078/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** Suggested Language Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	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 *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor ICM 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.

Tracy Williams

Signature of Contractor's Authorized Official

TRACY WILLIAMS - ACCT MGR

Name and Title of Contractor's Authorized Official

2-9-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor ICM certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Tracy Williams

Signature of Contractor's Authorized Official

TRACY WILLIAMS - ACCT. MGR

Name and Title of Contractor's Authorized Official

2-9-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Tracy Williams

Signature of Contractor's Authorized Official

TRACY WILLIAMS - ACCT MGR

Name and Title of Contractor's Authorized Official

2-9-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet **(in its entirety.)**

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday)—New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, by email at: Deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE:

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36.**

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1418465

Date Filed:
02/09/2026

Date Acknowledged:

1 **Name of business entity filing form, and the city, state and country of the business entity's place of business.**
Industrial & Commercial Mechanical
Beaumont, TX United States

2 **Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**
Jefferson County, Texas

3 **Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**
IFB 25-078/CG
HVAC Maintenance, Repair and Emergency Services for Jefferson County Facilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Industrial & Commercial Mechanical	Beaumont, TX United States	X	

5 **Check only if there is NO Interested Party.** ☐

6 UNSWORN DECLARATION

My name is TRACY WILLIAMS, and my date of birth is 03/07/1968.

My address is 4445 WESTPARK AVE, BEAUMONT (city), TX (state), 77705 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in JEFFERSON County, State of TEXAS, on the 9 day of FEB (month), 20 26 (year)

Tracy Williams

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Phone No.: (212) 488-0200	CONTACT NAME: Andrew Nelson	
EPIC Insurance Brokers & Consultants 1140 Avenue of the Americas New York, NY 10036		PHONE: 212-293-7697 (direct)	
		E-MAIL ADDRESS: Andrew.Nelson@epicbrokers.com	
		INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED		INSURER A: Travelers Property Casualty Co of America	25674
Industrial & Commercial Mechanical, LLC 4445 Westpark Ave. Beaumont TX 77705		INSURER B: Federal Insurance Company	20281
		INSURER C: St Paul Surplus Lines Insurance Company	30481
		INSURER D: The Hanover Insurance Company	22292
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			CO-B6197470	12/27/2025	12/27/2026	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	Contractual Liability						MED EXP (Any one person)	$ 15,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PERSONAL & ADV INJURY	$2,000,000
	POLICY X PRO-JECT X LOC						GENERAL AGGREGATE	$4,000,000
	OTHER						PRODUCTS - COMP/OP AGG	$4,000,000
A	AUTOMOBILE LIABILITY			CAP-B6197482	12/27/2025	12/27/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
A	X UMBRELLA LIAB X OCCUR			*CUP-B6197494	12/27/2025	12/27/2026	EACH OCCURRENCE	$10,000,000
B	X EXCESS LIAB CLAIMS-MADE			*78195860 (Excess)	12/27/2025	12/27/2026	AGGREGATE	$10,000,000
	DED X RETENTION $ 10,000							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			UB-C1843546-25 (AOS)	12/27/2025	12/27/2026	X PER STATUTE / OTH-ER	
A	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		UB-C1847293 (WI)	12/27/2025	12/27/2026	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Installation Floater			C2613308	12/27/2025	12/27/2026	ONE "COVERED JOB SITE":	$2,750,000
C	Contractors Pollution and E&O			ZCE-16R22603	12/27/2025	12/27/2026	LIMIT OCC/AGG:	$5,000,000
D	Crime / Employee Dishonesty			BDY-H874937-03	1/22/2025	01/22/2026	LIMIT OCC/AGG:	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISION

AUTHORIZED REPRESENTATIVE



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BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-078/CG) HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities

Bidder's Company/Business Name: Industrial + Commercial Mechanical

Bidder's TAX ID Number: 45-4656598

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Tracy Williams **Title:** Account Manager

Phone Number (with area code): 409-749-9571

Alternate Phone Number if available (with area code): 409-842-3737

Fax Number (with area code): 409-842-3738

Email Address: twilliams@ic-mechanical.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

4445 WestPark Avenue
Address

Beaumont, TX 77705
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-078/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to two (2) additional one-year renewals.

Terms

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in local Consumer Price Index, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Scope

1. General
    a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
    b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
    a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
    b. Provide emergency service as requested and required by County.
    c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
    d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
    e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

3. Jefferson County Will

   a. Notify contractor when repairs, replacements, service or inspections are required by County.

4. Detail

   a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the proposal should include travel to and from the job.)

   b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.

   c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

   d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

   e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

   f. Replacement of parts that have an individual cost exceeding $5,000 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

      - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

   g. Questions regarding equipment at specific facilities should be directed to:

      Greg Keller (Courthouse Maintenance) – (409) 835-8511

      Kenneth Shepard (Sub Courthouse Maintenance) – (409) 983-8307

      Bobby Kelly (Mid-County Maintenance) – (409) 726-2555

      Alex Rupp (Jack Brooks Regional Airport) – (409) 719-4900

NOTE: The following is to become a part of the provisions of the Bid. The qualifications of the mechanics must be such as to satisfy the Directors of above listed facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

   a. Flu Gas Analysis

   b. Tube Rolling

   c. Refracting

   d. Insulating (internal)

II. Pneumatic and Electronic Controls

III. **Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.**

IV. **Air and Water Flow Balancing**

V. **Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.**

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

If no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Offerors must be able to provide local response time and are required to provide Jefferson County with a Texas State License.

Offerors should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ICM
Company Name

4445 WESTPARK AVE
Address

BEAUMONT TX 77705
City State Zip

Tracy Williams
Signature of Person Authorized to Sign

TRACY WILLIAMS
Printed Name

ACCOUNT MANAGER
Title

For clarification of this offer, contact:

TRACY WILLIAMS - ACCT MGR
Name & Title

409-749-9571
Phone Fax

twilliams@ic-mechanical.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities. 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

Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 95 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 85 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 142.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 127.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 190 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 170 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 95 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 85 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 142.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 127.50 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 190 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 170 /hour

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: LAMAR STATE COLLEGE PORT ARTHUR

Address: 1500 PROCTER ST. PORT ARTHUR, TX 77640

Contact Person and Title: REED RICHARD

Phone: 409-460-2152 Fax:

Email Address: richardrj@lamarpa.edu Contract Period: CURRENT

Scope of Work: HVAC MAINT & REPAIR

REFERENCE TWO

Government/Company Name: CITY OF NEDERLAND

Address: 207 N. 12ST NEDERLAND, TX 77627

Contact Person and Title: TERRY MORTON

Phone: 409-723-1529 Fax:

Email Address: TMorton@ci.nederland.tx.us Contract Period: CURRENT

Scope of Work: HVAC MAINT & REPAIR

REFERENCE THREE

Government/Company Name: LAMAR STATE COLLEGE ORANGE

Address: 410 FRONT ST. ORANGE, TX 77630

Contact Person and Title: MARLIN MCMULLEN

Phone: 409-779-1318 Fax:

Email Address: marlin.mcmullen@lsco.edu Contract Period: CURRENT

Scope of Work: HVAC MAINT & REPAIR

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☒

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

ICM	Tracy Williams
Bidder (Entity Name)	Signature
4445 WESTPARK AVE	TRACY WILLIAMS
Street & Mailing Address	Print Name
BEAUMONT, TX 77705	2/9/2026
City, State & Zip	Date Signed
409-842-3737	409-842-3738
Telephone Number	Fax Number
twilliams@ic-mechanical.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Tracy Williams

Signature of Contractor's Authorized Official

TRACY WILLIAMS - ACCT MGR

Name and Title of Contractor's Authorized Official *(Please Print)*

2-9-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

ICM

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No N/A

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4 Tracy Williams — Signature of vendor doing business with the governmental entity

2/9/2016 — Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the minimum efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☐ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2.	**Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3.	**Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5.	**Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

TRACY WILLIAMS
Printed Name of Authorized Representative

Tracy Williams
Signature

ACCT MGR
Title

2/9/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that ICM [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	45-4656598
Company Name submitting bid/proposal:	ICM
Mailing address:	4445 WESTPARK AVE, BEAUMONT, TX 77705
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
	N/A

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Tracy Williams, the undersigned representative of (company or business name) ICM (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Tracy Williams
Signature of Company Representative

2/9/2026
Date

On this 9 day of Feb, 2026, personally appeared Tracy Williams, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

KANDACE JO-ELLEN KITCHEN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/30/29
NOTARY ID 135526188

Kandace Kitchens
Notary Signature

2-9-26
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

ICM

Company Name

IFB 25-078/CG

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 TEXAS COUNTY OF JEFFERSON

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared TRACY WILLIAMS (name), who

after being by me duly sworn, did depose and say:

"I, TRACY WILLIAMS (name) am a duly authorized officer of/agent

for ICM (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ICM (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: ICM 4445 WESTARK AVE
BEAUMONT, TX 77705

Fax: 409-842-3738 Telephone# 409-842-3737

by: TRACY WILLIAMS (print name) Title: ACCT. MGR

Signature: Tracy Willi

SUBSCRIBED AND SWORN to before me by the above-named
Tracy Williams on

this the 9 day of Feb, 2026.

Kandace Kitchens
Notary Public in and for
the State of Texas

KANDACE JO-ELLEN KITCHEN
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 07/30/29
NOTARY ID 135526188

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-078/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.
To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.
If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder must clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.
Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.
Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.
All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.
All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.
Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.
All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within 90 days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** Suggested Language Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	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 *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Johnson Controls certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Branch Manager Anthony Shue

Name and Title of Contractor's Authorized Official

02/04/26

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acquisition.gov/far/index.html see section 52.209-6.

The Contractor Johnson Controls certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Branch Manager Anthony Shue

Name and Title of Contractor's Authorized Official

02/04/26

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official: Basin Manager Anthony Shue

Date: 02/04/26

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder Is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (**In its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, by email at: Deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

SAM.GOV®

JOHNSON CONTROLS BUILDING SOLUTIONS, LLC

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
WE3GES317KN9	**12NP4**	**All Awards**
Registration Status	Expiration Date	
Active Registration	**Jun 25, 2026**	
Physical Address	Mailing Address	
5757 N Green Bay AVE # X81 **Milwaukee, Wisconsin 53209-4408** **United States**	**Johnson Controls Building Solutions** **P.O. Box 7411451** **Chicago, Illinois 60674** **United States**	

Business Information

Doing Business as	Division Name	Division Number
(blank)	**Johnson Controls Building Solutions Llc**	**(blank)**
Congressional District	State / Country of Incorporation	URL
Wisconsin 04	**Delaware / United States**	**http://www.johnsoncontrols.com**

Registration Dates

Activation Date	Submission Date	Initial Registration Date
Jun 27, 2025	**Jun 25, 2025**	**Apr 30, 2025**

Entity Dates

Entity Start Date	Fiscal Year End Close Date
Dec 13, 2018	**Sep 30**

Immediate Owner

CAGE	Legal Business Name
SSUH4	**TYCO TECHNOLOGY GMBH**

Highest Level Owner

CAGE	Legal Business Name
SYC97	**JOHNSON CONTROLS INTERNATIONAL PLC**

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

Yes

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than $10,000,000?

No

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than $5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than $5,000 or reimbursement, restitution, or damages greater than $100,000, or other acknowledgment of fault?

Not Selected

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Purpose of Registration

Business Types

Entity Structure
Corporate Entity (Not Tax Exempt)

Entity Type
Business or Organization

Organization Factors
Foreign Owned

Profit Structure
For Profit Organization

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments
Yes

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
12NP4

Electronic Funds Transfer

Account Type
Checking

Routing Number
*********12**

Lock Box Number
(blank)

Financial Institution
BANK OF AMERICA, N.A.

Account Number
*********18**

Automated Clearing House

Phone (U.S.)
8884009009

Email
(blank)

Phone (non-U.S.)
(blank)

Fax
(blank)

Remittance Address

Johnson Controls Building Solutions LLC
P.O. Box 7411451
Chicago, Illinois 60674
United States

Taxpayer Information

EIN
*******2704**

Type of Tax
Applicable Federal Tax

Taxpayer Name
Johnson Controls Building Solutions LLC

Tax Year (Most Recent Tax Year)
2024

Name/Title of Individual Executing Consent
Director Of Government

TIN Consent Date
Jun 25, 2025

Address
5757 N Green Bay AVE # X81
Milwaukee, Wisconsin 53209

Signature
Stephen Hicks

Points of Contact

Accounts Receivable POC

Stephen Hicks, Sr. Director Government
stephen.hicks@jci.com
6147871909

Electronic Business

Stephen Hicks, Sr. Director Government
stephen.hicks@jci.com
6147871909

6200 Shamrock CT
Dublin, Ohio 43216
United States

Government Business

Stephen Hicks, Sr. Director Government
stephen.hicks@jci.com
6147871909

6200 Shamrock CT
Dublin, Ohio 43216
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	238220	Plumbing, Heating, And Air-Conditioning Contractors
	236220	Commercial And Institutional Building Construction
	238210	Electrical Contractors And Other Wiring Installation Contractors
	238910	Site Preparation Contractors
	334220	Radio And Television Broadcasting And Wireless Communications Equipment Manufacturing
	334290	Other Communications Equipment Manufacturing
	334512	Automatic Environmental Control Manufacturing For Residential, Commercial, And Appliance Use
	541330	Engineering Services
	541380	Testing Laboratories And Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541618	Other Management Consulting Services
	541620	Environmental Consulting Services
	541690	Other Scientific And Technical Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561210	Facilities Support Services
	561621	Security Systems Services (Except Locksmiths)
	561622	Locksmiths
	561990	All Other Support Services
	562910	Remediation Services
	611430	Professional And Management Development Training
	811310	Commercial And Industrial Machinery And Equipment (Except Automotive And Electronic) Repair And Maintenance

Product and Service Codes

PSC	PSC Name
4120	Air Conditioning Equipment
4130	Refrigeration And Air Conditioning Components
J041	Maintenance, Repair, And Rebuilding Of Equipment- Refrigeration, Air Conditioning, And Air Circulating Equipment
J063	Maintenance, Repair, And Rebuilding Of Equipment- Alarm, Signal, And Security Detection Systems

K041	**Modification Of Equipment- Refrigeration, Air Conditioning, And Air Circulating Equipment**
K063	**Modification Of Equipment- Alarm, Signal, And Security Detection Systems**
L041	**Technical Representative- Refrigeration, Air Conditioning, And Air Circulating Equipment**
L063	**Technical Representative- Alarm, Signal, And Security Detection Systems**
N041	**Installation Of Equipment- Refrigeration, Air Conditioning, And Air Circulating Equipment**
N063	**Installation Of Equipment- Alarm, Signal, And Security Detection Systems**

Size Metrics

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
$24,200,000,000.00	**110000**

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	**(blank)**

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	**(blank)**	**(blank)**

Electronic Data Interchange (EDI) Information

This entity did not enter the EDI information

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	**(blank)**

States	Counties	Metropolitan Statistical Areas
Any	**(blank)**	**(blank)**

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36.**

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REFN AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is no Interested Party. CHECK BELOW IF APPLICABLE ☐

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1416392

Date Filed:
02/04/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Johnson Controls
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-078/CG
HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Jefferson County	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Derek Mills, and my date of birth is 01/21/1981.

My address is 4021 Wilkinson, Orange (city), TX (state), 77632 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of TX, on the 4 day of feb (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.
Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.
If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.
Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. *Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.*

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.
Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.
The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, Including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/4/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh USA Inc. 540 West Madison Street Suite 1200 Chicago, IL 60661	CONTACT NAME:	Chad Mannella	
	PHONE (A/C, No, Ext):	(866) 966-4664	FAX (A/C, No): (212) 948-5167
	E-MAIL ADDRESS:	JCI.CertRequest@marsh.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	OLD REPUBLIC INSURANCE CO	24147
INSURED **Johnson Controls, Inc.** Johnson Controls Building Solutions, LLC Johnson Controls Fire Protections LP Johnson Controls Security Solutions LLC (see attached Acord 101) 5757 North Green Bay Avenue Milwaukee, WI 53209	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER			MWZY 313947 25	10/01/2025	10/01/2026	EACH OCCURENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$50,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$1,000,000
							PRODUCTS - COMP/OP AGG	INC IN GEN AGG
A A A	**AUTOMOBILE LIABILITY** ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			MWTB 313946-25 (Excludes NH) MWTB 313949-25 (Primary NH $250k) MWZX 313950-25 (Excess NH $750K) Excess NH Auto is follow form to Primary NH Auto	10/01/2025 10/01/2025 10/01/2025	10/01/2026 10/01/2026 10/01/2026	COMBINED SINGLE LIMIT (Ea Accident)	$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	
							AGGREGATE	
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** **If yes, describe under** DESCRIPTION OF OPERATIONS below		N/A	MWC 313943 25 (AOS – See Pg 2) MWXS 313944 25 (OH & WA)	10/01/2025 10/01/2025	10/01/2026 10/01/2026	☒ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

JCI / Tyco Contract Number:
JCI / Tyco Project Name:
Customer PO Number:

CERTIFICATE HOLDER

Jefferson County
1149 Pearl Street
1st floor Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
by Julie Neisen

Julie Neisen

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AGENCY CUSTOMER ID: 323
LOC#:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP Johnson Controls Security Solutions LLC 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

WORKERS COMPENSATION:
Workers Compensation "AOS" Policy includes coverage for employees from the following States WHILE WORKING IN ANY STATE:AK, AL, AR, AZ, CA, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, NE, NH, NJ, NM, NV, NY, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WI, & WV.

PRIMARY COVERAGE:
The General Liability and Automobile Liability policies are primary and not excess of or contributing with other insurance or self-insurance, where required by written lease or written contract. For General Liability, this applies to both ongoing and completed operations.

WAIVER OF SUBROGATION:
The General Liability, Automobile Liability, Workers' Compensation and Employers Liability policies include a Waiver of Subrogation in favor of the certholder and any other person or organization, BUT ONLY to the extent required by written contract.

ADDITIONAL INSURED – AUTOMOBILE LIABILITY:
The Automobile Liability policy, if required by written contract, includes coverage for Additional Insureds as required by such written contract.

ADDITIONAL INSURED – GENERAL LIABILITY:
For General Liability, if required by written contract, the following are included as additional insureds, as required pursuant to a written contract with a named insured, per attached Policy Endorsements A2 and A2A: THE CERTIFICATE HOLDER LISTED ON THIS CERTIFICATE OF LIABILITY INSURANCE, AND EACH OTHER PERSON OR ORGANIZATION REQUIRED TO BE INCLUDED AS AN ADDITIONAL INSURED PURSUANT TO A WRITTEN CONTRACT WITH THE NAMED INSURED.

SCHEDULE FOR POLICY ENDORSEMENTS A2 AND A2A
Name of Additional Insured Person(s) or Organization(s):
If required by contract, the person or organization listed on the certificate of insurance as additional insured, and each other person or organization required to be included as an additional insured pursuant to a contract with a named insured.

Location(s) of Covered Operations:
As required by contract.

POLICY ENDORSEMENT A2
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – NAMED INSURED'S ACTS OR OMISSIONS ONLY

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused solely by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
   The insurance does not apply to "bodily injury" or "property damage" occurring after:
   1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
   2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY ENDORSEMENT A2A
ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS – NAMED INSURED'S ACTS OR OMISSIONS ONLY
Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused solely by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

ONGOING OPERATIONS AND COMPLETED OPERATIONS INSURANCE
The General Liability Insurance includes insurance for ongoing operations and completed operations.

LIMIT OF LIABILITY:
The Liability Limit that applies is the amount indicated on the face of this Certificate of Liability Insurance, or the minimum Liability limit that is required by the written contract, whichever is less. If there is no contract then the Liability Limit is limited to $1,000,000.

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS:
Should any of the above described policies be cancelled, other than for non-payment, before the expiration date thereof, 30 days advice of cancellation will be delivered to certificate holders in accordance with the policy endorsements

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AGENCY CUSTOMER ID: _____

LOC#: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Marsh USA Inc.	Johnson Controls US Holdings, Inc. Johnson Controls, Inc. Johnson Controls Fire Protection LP. Johnson Controls Security Solutions LLC 5757 North Green Bay Avenue Milwaukee, WI 53209
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE: 10/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 (2016/03) FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

NAMED INSURED:

Named Insureds include: Central Sprinkler LLC; Chemguard, Inc.; Connect 24 Wireless Communications Inc.; Exacq Technologies, Inc.; FM:Systems Europe Limited; FM:Systems Group LLC; Grinnell LLC; Haz-Tank Fabricators, Inc.; Integrated Systems and Power, Inc.; Johnson Controls (Suisse) SA; Johnson Controls Air Conditioning and Refrigeration, LLC.; Johnson Controls Building Automation Systems, LLC; Johnson Controls Building Solutions, LLC; Johnson Controls Capital LLC; Johnson Controls Federal Systems, LLC; Johnson Controls Fire Protection LP; Johnson Controls Foundation, Inc.; Johnson Controls Government Systems, LLC; Johnson Controls, Inc.; Johnson Controls Navy Systems, LLC; Johnson Controls North America Products, LLC; Johnson Controls PI Project Site Operations LLC; Johnson Controls Security Solutions LLC; Johnson Controls US Holdings, Inc.; M&M Refrigeration, LLC; Master Protection, LP dba FireMaster; Qolsys, Inc.; Rescue Air Systems, Inc.; Retail Expert, Inc.; Security Enhancement Systems LLC; Sensormatic Electronics, LLC; Sensormatic USA LLC; ShopperTrak International Investment LLC; ShopperTrak RCT LLC; Silent-Aire USA Inc.; Silent-Aire Mission Critical Service LLC; Tyco Fire & Security LLC; Tyco Fire Products LP; Visonic Inc.; WillFire HC, LLC; York International (SA), Inc.; York International Corporation

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BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-078/CG) HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities

Bidder's Company/Business Name: Johnson Controls

Bidder's TAX ID Number: 98-1647226

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Derek Mills **Title:** Sales Rep

Phone Number (with area code): 409 239-3886

Alternate Phone Number if available (with area code): 409-550-0794

Fax Number (with area code): _____

Email Address: Derek.mills@jci.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

4689 College St
Address
Beaumont Tx 77707
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-078/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to two (2) additional one-year renewals.

Terms

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in local Consumer Price Index, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Scope

1. General
    a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
    b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
    a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
    b. Provide emergency service as requested and required by County.
    c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
    d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
    e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

3. Jefferson County Will

   a. Notify contractor when repairs, replacements, service or inspections are required by County.

4. Detail

   a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the proposal should include travel to and from the job.)

   b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.

   c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

   d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

   e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

   f. Replacement of parts that have an individual cost exceeding $5,000 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

      - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

   g. Questions regarding equipment at specific facilities should be directed to:

      Greg Keller (Courthouse Maintenance) – (409) 835-8511

      Kenneth Shepard (Sub Courthouse Maintenance) – (409) 983-8307

      Bobby Kelly (Mid-County Maintenance) – (409) 726-2555

      Alex Rupp (Jack Brooks Regional Airport) – (409) 719-4900

NOTE: The following is to become a part of the provisions of the Bid. The qualifications of the mechanics must be such as to satisfy the Directors of above listed facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

   a. Flu Gas Analysis

   b. Tube Rolling

   c. Refracting

   d. Insulating (internal)

II. Pneumatic and Electronic Controls

III. **Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.**

IV. **Air and Water Flow Balancing**

V. **Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.**

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

If no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Offerors must be able to provide local response time and are required to provide Jefferson County with a Texas State License.

Offerors should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Johnson Controls
Company Name

4683 College St
Address

Beaumont TX 77707
City State Zip

Signature of Person Authorized to Sign

Anthony Shue
Printed Name

Branch Manager
Title

For clarification of this offer, contact:

Derek Mills
Name & Title

409 2393886
Phone Fax

Derek.mills@jci.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities. 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.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Bid Opening Location change.
Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: 2-4-2026

Authorized Signature (Respondent)

Branch Manager
Title of Person Signing Above

Johnson Controls
Typed Name of Business or Individual

4683 College St
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 26, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Question

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: 2-4-2026

Authorized Signature (Respondent)

Branch Manager
Title of Person Signing Above

Johnson Controls
Typed Name of Business or Individual

4683 College St
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** I'm reaching out to ask if the HVAC Maintance Repair and Emergency Service for Jefferson County Facilities require a Contractor A License or will a contractors B license be good enough to apply for the contract ?
   Answer: A Class A HVAC license is necessary for this contract.

BID FORM

Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 103 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 87 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 154.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 130.50 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 206 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 174 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 154.50 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 130.50 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 206 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 174 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 309 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 261 /hour

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 A.S Date Received 02/2/26

Addendum 2 A.S. Date Received 02/2/26

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Brookeland Isd

Address: 187 wildcat Walls, Brookeland, Tx 75931

Contact Person and Title: Dave Sanderson Maintenance Manger

Phone: 409 383 7905 Fax: _____

Email Address: dsanderson@brookeland.isd Contract Period: _____

Scope of Work: HVAC and chille maintenance and repair

REFERENCE TWO

Government/Company Name: Stellar Banks

Address: 5999 Delaware St Beaumont Tx 77706

Contact Person and Title: Buddy Cash Sr. Maintenance Manger

Phone: 409 861-7200 Fax: _____

Email Address: buddy.cash@stellar.bank Contract Period: _____

Scope of Work: HVAC and chiller maintenance and repair

REFERENCE THREE

Government/Company Name: Methanex

Address: 5470 N. Twin City Hwy Nederland Tx 77627

Contact Person and Title: Sydney Frazier Head Planner

Phone: 409 344 0440 Fax: _____

Email Address: Sfrazier iii@methanex.com Contract Period: _____

Scope of Work: HVAC and chiller maintenance and repair

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes ☐ No ☒

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Johnson Controls	[signature]
Bidder (Entity Name)	Signature
4683 Colley St	Anthony Shue
Street & Mailing Address	Print Name
Bmt TX 77707	02/04/2026
City, State & Zip	Date Signed
409-239-3886	
Telephone Number	Fax Number
derek.mills@jci.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Anthony Shue Branch Manager

Name and Title of Contractor's Authorized Official *(Please Print)*

02/04/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information in this section is being disclosed.

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in Item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that *the disclosure applies to each family member (as defined by Section 176.001(2), Local* Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☒ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☒ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☒ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Anthony Shue
Printed Name of Authorized Representative

Signature

Branch Manager
Title

02/04/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

The HVAC work does not require a subcontractor. (Please see next page)

Johnson Controls refrains from employing subcontractors for typical HVAC/Chiller tasks. Should the need for a subcontractor arise, we will make every effort to engage HUB, SBE, MBE, or WBE contractors.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: We do not use subcontractors for HVAC work

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No (Please see next Pge)

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Johnson Controls refrains from employing subcontractors for typical HVAC/Chiller tasks. Should the need for a subcontractor arise, we will make every effort to engage HUB, SBE, MBE, or WBE contractors.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: N/A

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Anthony Shue

Title: Branch Manager

Signature: [signature]

Date: 02/09/2026

E-mail address: Anthony.A.Shue.Jr.@jci.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Erin K White

Title: CRC

Date: 2/9/2026

E-mail address: Erin.Kelly.White@JCI.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Johnson Controls [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	981647226
Company Name submitting bid/proposal:	Johnson Controls
Mailing address:	4683 College St Bmt TX 77707
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Anthony Shue the undersigned representative of (company or business name) Johnson Controls (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. **"Boycott Israel"** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. **"Company"** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

02/04/2026
Date

On this 4th day of Feb, 2026, personally appeared

Anthony Shue, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Andrea Havard
Notary Signature

2/4/2026
Date

ANDREA MARIE HAVARD
Notary Public, State of Texas
Comm. Expires 02-02-2027
Notary ID 134181598

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Johnson Controls

Company Name

25-078/CG

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 TEXAS COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared Anthony Shue (name), who

after being by me duly sworn, did depose and say:

"I, Anthony Shue (name) am a duly authorized officer of/agent

for Johnson Controls (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Johnson Controls (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Johnson Controls

4683 College St Bmt TX 77707

Fax: _____ Telephone# 409-550-0794

by: Anthony Shue (print name) Title: Branch Manager

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

Anthony Shue on

this the 4th day of February, 2026

Andrea Havard

Notary Public in and for the State of TEXAS

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ANDREA MARIE HAVARD
Notary Public, State of Texas
Comm. Expires 02-02-2027
Notary ID 134181598

NANCE
HVACR Services

To: Deborah L. Clark, Purchasing Agent
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Date: February 11, 2026

From: Denis Picou
Nance International
2915 Milam St.
Beaumont, TX. 77701
(409) 540-8273 *phone*

Bid Name: HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318.327.

Bid Number: IFB 25-078/CG

NANCE
HVACR Services

Executive Summary

February 11, 2026

On behalf of all the employees of Nance International, we would like to thank you for the opportunity to present our HVAC Maintenance, Repair & Emergency Services proposal for Jefferson County Facilities.

In the bid package you will find the following:

- Unique qualifications: how Nance International can be a value-added supplier
- Labor Rates

Respectfully,

Denis Picou
Commercial Service Manager

NANCE
HVACR Services

Advantages & Unique Qualifications

Nance International will be a value-Added Supplier through:

- Proven Success
- Efficient Work Process
- Maintaining and Incredible Safety Record

Proven Success

Our Preventive Maintenance culture is completely different from your typical HVAC provider. Nance's profits depend on equipment not failing through providing intensive quality-controlled Preventive Maintenance. With many references, we have proven that our system works in your environment. We have successfully eliminated our customers' risk and improved the reliability of their equipment.

Efficient Work Process

Nance International has been performing preventive maintenance contracts for over 70 years and has a proven work process. Nance has computerized tasking that is updated every quarter by management to specifically fit each individual piece of equipment. That tasking is reviewed by a service supervisor and then passed on to a service manager. Furthermore, a quality control manager/service Supervisor will open random units to assure proper maintenance is performed by our mechanics. This is the type of checks and balances necessary to successfully eliminate equipment failures.

Impressive Safety Record

Zero OSHA recordables in the last 3 years and an EMR of 0.69 is proof of our commitment to safety excellence. Our commitment to safety is second to none for the sake of our employees, customers and future business partners.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda.* For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Bid Opening Location change.
Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Denis Picou
Authorized Signature (Respondent)

Witness

Commercial Manager
Title of Person Signing Above

Witness

Denis Picou
Typed Name of Business or Individual

Approved by ____ Date: _____

2915 Milam St., Beaumont, TX 77701
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-078/CG**
IFB TITLE:	**HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 26, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Question

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Denis Picou
Authorized Signature (Respondent)

Commercial Manager
Title of Person Signing Above

Denis Picou
Typed Name of Business or Individual

2915 Milam St, Beaumont, TX 77701
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** I'm reaching out to ask if the HVAC Maintance Repair and Emergency Service for Jefferson County Facilities require a Contractor A License or will a contractors B license be good enough to apply for the contract ?
   Answer: A Class A HVAC license is necessary for this contract.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-078/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
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 Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** Suggested Language Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	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 *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Nance International Inc certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Bobby Lohse VP/COO
Name and Title of Contractor's Authorized Official

02/03/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Nance International, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Toby Lohse VP/COO

Name and Title of Contractor's Authorized Official

02/03/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Bobby Lohse VP/COO

Name and Title of Contractor's Authorized Official

02/03/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, by email at: Deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Friday, January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/08/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patsy Beall ACSR	
Texas First Insurance 7900 Emmett F. Lowry Expy Texas City TX 77591	PHONE (A/C, No, Ext): (409) 934-8000	FAX (A/C, No): (409) 935-1883
	E-MAIL ADDRESS: patsy.beall@texasfirst.insurance	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	RLI Insurance Co	13056
INSURER B :	Incline Casualty Company	11090
INSURER C :	Lloyd's of London	None
INSURER D :	Texas Mutual Insurance Company	22945
INSURER E :	Convex Insurance UK LTD	None
INSURER F :		

INSURED
Nance International, Inc.,
Nance Sheetmetal, LLC
2915 Milam Street
Beaumont TX 77701

COVERAGES **CERTIFICATE NUMBER:** 25/26 Oct NB **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR [X] $25,000 Ded. [X] Ship Repairers Liability GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [X] OTHER: In Rem			MLP0600027	03/29/2025	03/29/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ANCR000304-00	10/08/2025	10/08/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[ ] UMBRELLA LIAB [X] OCCUR [X] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			B0507GI2500809	03/29/2025	03/29/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001167060	03/29/2025	03/29/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Maritime Employers Liability			B0507FGI2500016	03/29/2025	03/29/2026	Limit Deductible	$1,000,000 $5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder completed to read: Permian Express Partners, LLC, its parent, affiliates, their officers, directors, employees, agents - The Auto and General Liability policies include a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder and the Auto, General Liability and Work Comp policies include a blanket automatic waiver of subrogation endorsement that provides waiver of subrogation wording to the certificate holder. These endorsements, to the extent provided in the policy, all apply when there is a written contract between the named insured and the certificate holder that requires such status. The Auto and General Liability policies will pay for a covered loss on a primary basis and the Company will not seek contribution from the Certificate Holder for such loss until the Company's primary limits of liability have been exhausted. The Excess Liability is over the underlying Auto, General Liability, Work Comp and Maritime Employers Liability. Refer to attachment for additonal coverages.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. C. Blyst

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Patsy Beall ACSR	
Texas First Insurance 7900 Emmett F. Lowry Expy Texas City TX 77591	PHONE (A/C, No, Ext): (409) 934-8000	FAX (A/C, No): (409) 935-1883
	E-MAIL ADDRESS: patsy.beall@texasfirst.insurance	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Underwriters at Lloyd's of London	None
INSURED Nance International, Inc., Nance Sheetmetal, LLC 2915 Milam Street Beaumont TX 77701	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25/26 Oct Prof-Poll **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional / Pollution Liability			B0621PNANC000525	03/29/2025	03/29/2026	Each Claim	$1,000,000
							Aggregate	$1,000,000
							Deductible	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

R. C. Blystone

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11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-078/CG) HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities

Bidder's Company/Business Name: Nance International Inc.

Bidder's TAX ID Number: 76-0528225

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Denis Picou **Title:** Commercial Manager

Phone Number (with area code): 409-838-6127

Alternate Phone Number if available (with area code): _____

Fax Number (with area code): 409-838-6219

Email Address: service@nanceinternational.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

2915 Milam St. Beaumont, TX 77701
Address

Beaumont, TX 77701
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-078/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for an initial contract period of one (1) year, with an option to renew for up to two (2) additional one-year renewals.

Terms

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in local Consumer Price Index, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Scope

1. General
    a. Furnish all labor, materials and equipment to correct, improve, replace or repair all HVAC Systems as required and upon proper authorization by a representative of Jefferson County.
    b. Emergency service to be available on a twenty-four (24) hour, seven-day-a-week basis and provided within two (2) hours after notification by authorized Jefferson County Personnel.
2. Contractor Will
    a. Furnish all labor, material and/or equipment necessary to inspect, install replacement parts and service the subject equipment as requested by County.
    b. Provide emergency service as requested and required by County.
    c. Provide County equal or preferential service over all other types of service normally undertaken by contractor.
    d. Assist in shutting down of equipment after cooling season, draining of water lines, pump, condenser and/or tower to prevent freezing; if requested by County.
    e. Provide inspection service as requested and provide County with a completed copy of the inspection report indicating what repairs, if any, are necessary resulting from each inspection.

3. Jefferson County Will

   a. Notify contractor when repairs, replacements, service or inspections are required by County.

4. Detail

   a. This agreement shall include calls made during normal working hours, between 7:30 AM and 4:30 PM, Monday through Friday, weekends and holidays excepted. (The hourly rate as stated in the proposal should include travel to and from the job.)

   b. Emergency services (including disaster relief during mandatory/voluntary county evacuation) will be available at other times at additional overtime cost to be stated by bidder in his proposal.

   c. During fulfillment of this agreement, contractor shall take all reasonable precautions to avoid injury to persons and damage to property.

   d. Contractor shall not be responsible for system design or its performance in maintaining design conditions except through failure of equipment covered herein. It is understood that his proposal sets forth the entire agreement. Major units (value over $500) falling under the scope of this paragraph must be approved by owner's representative. It is the desire of owner to replace units with original equipment brands. A unit by any other manufacturer is subject to owner's approval.

   e. County reserves the right to request copy of invoices from supplier to contractor including freight charges in order for owner to verify costs.

   f. Replacement of parts that have an individual cost exceeding $5,000 shall be under the jurisdiction of Jefferson County and will be subject to bid with purchase of what is considered best for the County.

      - It is understood and agreed that all replaced parts and equipment become the contractor's property and will be removed from owner's premises and that all replacement parts and units become the owner's property.

   g. Questions regarding equipment at specific facilities should be directed to:

      Greg Keller (Courthouse Maintenance) – (409) 835-8511

      Kenneth Shepard (Sub Courthouse Maintenance) – (409) 983-8307

      Bobby Kelly (Mid-County Maintenance) – (409) 726-2555

      Alex Rupp (Jack Brooks Regional Airport) – (409) 719-4900

NOTE: The following is to become a part of the provisions of the Bid. The qualifications of the mechanics must be such as to satisfy the Directors of above listed facilities of Jefferson County. Contractor will be expected to have immediately available mechanics skilled in the herein named types of heating, ventilating, and air conditioning work, including mechanics skilled in centrifugal equipment repair.

I. Boiler Repairs

- **a. Flu Gas Analysis**
- **b. Tube Rolling**
- **c. Refracting**
- **d. Insulating (internal)**

II. Pneumatic and Electronic Controls

III. **Pipe Repair, Fabricating, Welding Fitting, Victaulic, and Mechanical Joints.**

IV. **Air and Water Flow Balancing**

V. **Tools and Mechanic Skilled in Vibration Analysis, i.e., Tower Gear Boxes, Fan and Bearings, etc.**

The final decisions as to their qualifications will rest on their ability to perform the necessary work in an efficient manner.

If more than one (1) mechanic is assigned to a job, unless Jefferson County is notified to the contrary, the second mechanic is assumed to be an apprentice and charges are to be at apprentice price.

If no single bidder can service all the needs of Jefferson County, the County has the option to make a multiple vendor award. Jefferson County shall reserve the right to seek competitive quotations from the awarded contract to determine the best price for each project.

Offerors must be able to provide local response time and are required to provide Jefferson County with a Texas State License.

Offerors should have a distributorship and/or accessibility to parts on short notice.

The word "holidays" is defined as those days, which are designated as holidays by Jefferson County for their employees.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, ____, ____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Nance International Inc
Company Name

2915 Milam St.
Address

Beaumont, TX 77701
City State Zip

Signature of Person Authorized to Sign

Bobby Lohse
Printed Name

VP/COO
Title

For clarification of this offer, contact:

Denis Picou Commercial Manager
Name & Title

409-838-6127 409-838-6219
Phone Fax

b.lohse@nanceinternational.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities for Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. (IFB 25-078/CG), HVAC Maintenance, Repair, & Emergency Services for Jefferson County Facilities. 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

Repair Labor Rates

Item	Description	Labor Charge Per Hour
1	Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 125 /hour
2	Apprentice Mechanic accompanying Mechanic during working hours (Monday-Friday, 7:30 am to 5:00 pm)	$ 94 /hour
3	Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 187.50 /hour
4	Apprentice Mechanic accompanying Mechanic for emergency service on weekdays and Saturdays (Monday-Friday, 5:00 pm to 7:30 am, and all-day Saturday)	$ 141 /hour
5	Mechanic for emergency service on Sundays and Holidays	$ 250 /hour
6	Apprentice Mechanic accompanying Mechanic for emergency service on Sundays and Holidays	$ 188 /hour
7	Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00 pm)	$ 125 /hour
8	Apprentice Mechanic accompanying a Mechanic for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 7:30 am to 5:00pm)	$ 94 /hour
9	Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 187.50 /hour
10	Apprentice Mechanic accompanying a Mechanic for emergency disaster relief service on weekdays and Saturdays during mandatory/voluntary County evacuation (Monday–Friday 5:00 pm to 7:30 am, and all-day Saturday)	$ 141 /hour
11	Mechanic for emergency disaster service relief during mandatory/voluntary County evacuation (Sundays and Holidays)	$ 250 /hour
12	Apprentice Mechanic accompanying a Mechanic for emergency disaster service during mandatory/ voluntary county evacuation (Sundays and Holidays)	$ 188 /hour

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 ✓ Date Received 1-9-26

Addendum 2 ✓ Date Received 1-26-26

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

N/A

REFERENCE ONE

Government/Company Name: Carrier Enterprise

Address: 1925 I-10, Beaumont, TX 77701

Contact Person and Title: Kathie Kuenstler

Phone: 409-832-1500 Fax:

Email Address: Kathy.Kuenstler@carrierenterprise.com Contract Period: N/A

Scope of Work: HVAC Wholesale

REFERENCE TWO

Government/Company Name: Baker Distributing Company

Address: 1420 Martin Luther King Rd, Beaumont, TX 77713

Contact Person and Title: Maurice Elkins

Phone: 409-832-3428 Fax:

Email Address: melkins@bakerdist.com Contract Period: N/A

Scope of Work: HVAC Wholesale

REFERENCE THREE

Government/Company Name: Johnstone Supply

Address: 675 N M L King Jr Pkwy, Beaumont, TX 77701

Contact Person and Title: Pam Kirk

Phone: 409-832-7409 Fax:

Email Address: pam.kirk@johnstonesupply39.com Contract Period: N/A

Scope of Work: HVAC Wholesale

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☑

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Nance International Inc.	[signature]
Bidder (Entity Name)	Signature
2915 Milam St.	Bobby Lohse
Street & Mailing Address	Print Name
Beaumont, TX 77701	02/03/2026
City, State & Zip	Date Signed
409-838-2322	409-838-6219
Telephone Number	Fax Number

service@nanceinternational.com
E-mail Address

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

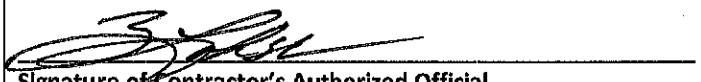
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Bobby Lohse

Name and Title of Contractor's Authorized Official *(Please Print)*

02/03/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☒ Yes ☑ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Bobby Lohse
Printed Name of Authorized Representative

Signature

VP / COO
Title

02/03/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Bobby Lohse	Bobby Lohse	02/03/2026
Printed Name of Contractor Representative	Signature of Representative	Date
Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that Nance International Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-0528225
Company Name submitting bid/proposal:	Nance International Inc.
Mailing address:	2915 Milam St. Beaumont, TX 77701
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Denis Picou, the undersigned representative of (company or business name) Nance International Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

2/10/2026
Date

On this 10th day of February, 2026, personally appeared

DENNIS PICOU, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

SHERRY BURFORD
Notary Public, State of Texas
Comm. Expires 12-06-2026
Notary ID 4649063

Notary Signature

02.10.2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Denis Picou (name), who

after being by me duly sworn, did depose and say:

"I, Denis Picou (name) am a duly authorized officer of/agent

for Nance International Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Nance International Inc (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Nance International Inc

2915 Milam St. Beaumont, TX 77701

Fax: 409-838-6219 Telephone# 409-838-6127

by: Denis Picou (print name) Title: Commercial Manager

Signature: Denis Picou

SUBSCRIBED AND SWORN to before me by the above-named

DENNIS PICOU on

this the 10th day of February, 2026

Sherry Burford

Notary Public in and for the State of TEXAS

SHERRY BURFORD
Notary Public, State of Texas
Comm. Expires 12-06-2026
Notary ID 4649063

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NANCE INTERNATIONAL HISTORY
with HVAC Challenges Into Solutions

NANCE HVACR Services

NANCE INTERNATIONAL HERE TO SERVE YOU

Nance Industries was founded in 1955 by Dave Nance as a sole proprietorship and incorporated in 1974. Later Mr. Nance made a change of the company name to Nance International, due to expansion into the global market, as a leader in the marine and offshore air conditioning and refrigeration industries. Fast forward to today and Nance has had extreme growth in the Industrial and Petrochemical markets as the need to better serve the community was calling. We have developed a niche in providing quality solutions to many customers just like Safe Haven Enterprise.

Our expertise comes from understanding the needs of the Marine, Industrial, Petrochemical, Oil & Gas and Commercial markets when it comes to Air Conditioning and Refrigeration. Nance International consistently meets the needs of our customers by providing quality service, design build capabilities, sheet metal needs, engineering, equipment modifications to meet classifications, parts division, installations, equipment sales and process refrigeration. We are ready to serve, when it comes to either planned projects or an emergency service response or planned maintenance contracts.

Over the years we have been and still are the solutions partner of choice for our customer's large and small, land or sea. We separate ourselves from other companies because of our excellent safety record, efficient work process and proven success.

Nance International was the marine HVACR pioneer and innovator in 1955 and we are still that pioneer and innovator today for the air conditioning and refrigeration industry, on land or sea. Wehave built an alliance with some of the world's most innovative companies when it comes to air conditioning and refrigeration in the industries we serve.

STANDARD SOLUTIONS SERVICES

- **System design** - use ASHRAE standards for load calculations and design with drawings in ACAD for equipment, piping, electrical, duct work, and custom units.
- **Service** - with field surveys, expert total system service and maintenance, installation, start-up, maintenance contracts, preventive maintenance services & commissioning. Our technicians have most often required credentials which include: EPA Certification, TDLR Card, ISTC Basic Plus, HUET Survival, Rig Pass, and TWIC Cards. Our Service Team of experts offer complete HVACR Services and Solutions worldwide 24 hours a day, 7 days a week.
- **Parts** - Air Conditioning, Heating, Refrigeration parts, spare parts, replacement parts, multi-brand equipment sales across the U.S. and around the world. Our Parts Team of experts offer complete Parts Solutions Worldwide 24 hours a day, 7 days a week.
- **Duct Work** - Sheet metal & fabrication for Air Conditioning, Heating, Ventilation duct design and build custom metal fabrication.
- **Training** - Nance Universal HVAC & Refrigeration Training School provides year round training for technicians needing HVAC & Refrigeration certification that meets all EPA requirements. Classes are offered at Nance facilities and also offered on-site at your location.
- **Custom Fabrication** - the leader in the design and manufacturing of industrial grade, standard duty, severe duty, hazardous duty and explosion resistant HVAC&R AC systems. Our team can custom design, build and install machinery, control panels or duct that fits your specific needs. Nance designs and builds HVAC units for high outside ambient conditions, pressurization units, hazardous duty like NEC 500/505 Class 1, Division 1 & 2 units. Specializes in design, manufacturing, installation, supervision, testing and commissioning HVAC&R systems.

ANYWHERE * ANYTIME

We have worked with many companies on many projects, some of which are below:

SHIPYARDS
Amfels/Keppel Fels - Lay Barges, Jackups, Semi's
Avondale- Semi's, Construction Barges
Bender- Jackups, Reserve Fleet Vessels, Marad
Cochin Shipyard - Jackup
Daewoo Shipbulding- Semi's, Jackups
Gulf Copper & Manufacturing- Reserve Fleet Vessels
Halter Marine- Barges
Houston Ship Repair - Barges
Hyandai Heavy Industries- Semi's, Jackups Ingalls- Jackups
Orange Shipbuilding- Small Vessels, Tugboats
LeTourneau Inc.- Semi's, Jackups, Small Vessels
Marathon- Semi's, Jackups McDermot- Tug Boats, Ferry Boats
Norfolk- USN Partrol Escort Vessels Robray- Jackups, Tenders
Tampa Shipbuilding - Maritime vessels
Global Maritime Solution – Barge Quarters

DRILLING / PRODUCTION COMPAINES

Anadarko – Platform Spar (Lucius, GUNISSON SPAR, BOOMVANG, NANSEN)
Atlantic Pacific- Barges
Atwood Oceanics- Semi's, Tenders Blocker Drilling- Drill Barges (VICKSBURG, FALCON, EAGLE)
BP America – Semi's, Platforms, Spars (ATLANTIS, NIKIKA, HORN MOUNTAIN, MARLIN, AMERICA, THUNDER HORSE operator Exxon Mobil, POMPANO,)
Cliff's Drilling Co. - Jackups
Diamond Offshore- Semi's (OCEAN SUBMITT, OCEAN AMERICA, OCEAN TOWER, OCEAN YORKTOWN, OCEAN VOYAGER, OCEAN NUGGET, OCEAN AMBASSADOR, OCEAN DRAKE, OCEAN WHITTINGTON, OCEAN VILLIANT), BLACK HORNET operator Anadarko, OCEAN ENDEAVOR operator Exxon Mobil
Dolphin International- Jackups
Global Marine- Drillships, Jackups (HIGH ISLAND)
Global Maritie Soultions- Barge Quarters
Helix Energy – Semi's (Q4000, MIDNIGHT EXPRESS)
Helmerich & Payne - Jackups (RIG 205)
Ensco Drilling - Drillships, Semi's, Semi's, Jackups (RIG 84, ENSCO 7500, ENSCO 87)
Mobil Oil – Platforms
Nabors Drilling - Drillships, Semi's, Semi's, Jackups (M-201, OLYMPUS), OLYMPUS N88 operator Shell
Noble Drilling- Jackups, Drillships, Semi's (FRY RODLI, EDDIE PAUL, ROY BUTLER, JOHNNIE HOFFMAN, LEWIS DUGGER, CLYDE BOUDREAUX, HOMMER FERRINGTON, BILLJENNINGS, LEO SEGERIUS, FRI RODLI), DANNY ADKINS operator Talos Energy, TOM MADDEN operator Freeport McMoRan, DON TAYLOR operator Shell
Norfolk- USN Partrol Escort Vessels Robray- Jackups, Tenders
Paragon Offshore- Jackup M826 Quarters operator Pan American Energy
Perforadora Mexico- Jackups
Pool Offshore- Jackups
Pride International – Jackups semi's Progress Drilling- Tenders (OCEAN ASCENSION, OCEAN CALRION
Protexa- Jackups (SONORA, CAMPECHE 01)
Rowan Co. - Jackups, Semi's (MISSISSIPPI, BOB PALMER, LOUISIANA, BOB KELLER, GILBERT ROWE, PARIS, GRILLA III, GORILLA IV, TARZAN, MIDLAND, SCOOTER YEARGAIN operator Saudi Aramco, HANK BOSWELL operator Saudi Aramco)
Shell Oil – (BRUTUS, AUGER)
Seadrill- Semi WEST PEGASUS-operator Pemex
Transocean- Drillships, Semi's, Semi's, Jackups (MG HUME, DRILLER, HIGH ISLAND 9, CELTIC SEA, HIGH ISLAND V operator Saudi Armanco, CAJUN THRUSTER, RIG 141, MARIANAS, JT ANGEL, ARCTIC I, SHELF EXPLORER, SEDCO EXPRESS, SPRIT, ENTERPRISE, DD1, KIRK RHEIN, NAUTILUS, DDIII, PATHFINDER, SEVEN SEAS, FALCON 100 DD II, ENTERPRISE, EXPLORER, CR LUIGS, GRAND BANKS, CONSTELLATION 1 & 2), CAJUN EXPRESS operator CNR International, DISCOVERER CLEAR LEADER operator Chevron
ONGC – Jackups, Platforms (SAGAR KIRAN, SAGAR JYOTI, SUGAR RATNA)

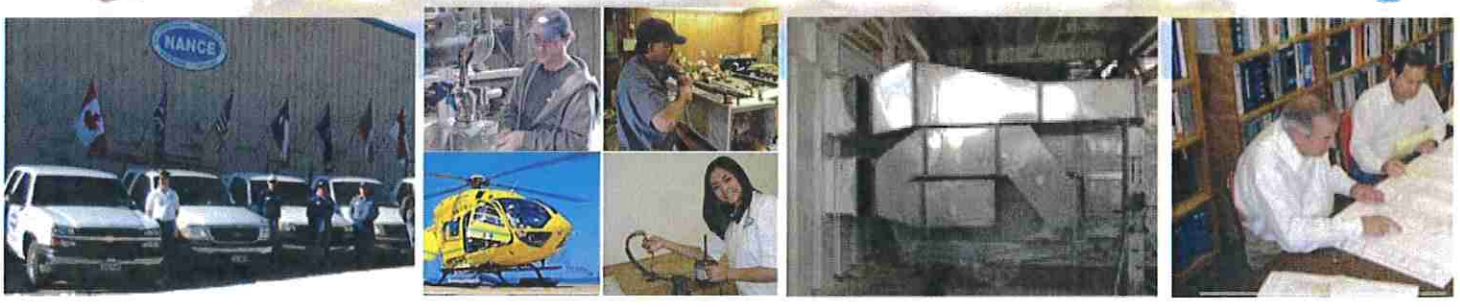
PETROCHEMICAL PLANTS
INEOS/Calabrian
Exxon Mobil
Invista
Chevron Pipeline
Kinder Morgan
Chenier

MARITIME COMPANIES
Cleveland Tankers
Global Industries
Keystone Shipping
Matson Line
Maersk Line Limited
Seabulk Tankers
Seacor Marine
MOL Tankship Europe
Fleet Management Hong Kong
Norbulk Shipping



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Nance International, Inc. 2915 Milam Street, Beaumont, Texas USA
T: +1 409 838 6127 W: www.nanceinternational.com E: info@nanceinternational.com

NANCE AIR CONDITIONING · REFRIGERATION ANYWHERE · ANYTIME

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-079/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-079/CG**
IFB TITLE:	**Term Contract for Motor Fuel for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor question and Bid Opening Location change.

Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

_____
Witness

_____
Witness

Approved by ____ Date: _____

_____
Authorized Signature (Respondent)

PRESIDENT
Title of Person Signing Above

ANTHONY NDAH
Typed Name of Business or Individual

1445 NORTH LOOP W FRWY, #242, HOUSTON, TX 77008
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question**: Is the #2 diesel fuel on road or off road?
   Answer: The #2 diesel fuel is on road.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

01-14-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor ATLANTIC PETROLEUM certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official

01-14-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

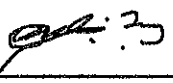
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.



Signature of Contractor's Authorized Official

ANTHONY NDAH

Name and Title of Contractor's Authorized Official

01-14-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County

Bidder's Company/Business Name: ATLANTIC PETROLEUM

Bidder's TAX ID Number: 32017994883 (TEXAS)

If Applicable: **HUB Vendor No.** 0127-0129663 **DBE Vendor No.** certified by city of houston

Contact Person: ANTHONY NDAH **Title:** PRESIDENT

Phone Number (with area code): 713-223-2767

Alternate Phone Number if available (with area code): 832-656-8667

Fax Number (with area code): 713-223-5797

Email Address: sales@atlanticpetro.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1445 NORTH LOOP W FRWY, #242
Address

HOUSTON, TX 77008
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1 _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

ATLANTIC PETROLEUM
Company Name

1445 NORTH LOOP W FRWY, #242
Address

HOUSTON, TX 77008
City State Zip

Signature of Person Authorized to Sign

ANTHONY NDAH
Printed Name

PRESIDENT
Title

For clarification of this offer, contact:

ANA SANCHEZ
Name & Title

713-223-2767 713-223-5797
Phone Fax

sales@atlanticpetro.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

BID FORM

Note to bidders: Minimum order bids are not acceptable.

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline- Regular Grade 87 Octane		0.165	$
2	Unleaded Gasoline- Medium Grade 89 Octane		0.165	$
3	Unleaded Gasoline- Premium Grade 93 Octane		0.165	$
4	No. 2 Diesel		0.165	$

* Bidder will supply the quantity of the requested item required to meet the specifications.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 1 Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: HARRIS COUNTY

Address:

Contact Person and Title: MELINDA WEBB

Phone: 7132742295 Fax:

Email Address: melinda.webb@harriscountytx.com Contract Period: OCTOBER 2025-OCTOBER 2028

Scope of Work: PROVIDE GASOLINE AND DIESEL FUELS

REFERENCE TWO

Government/Company Name: CITY OF NEW ORLEANS

Address:

Contact Person and Title: JASMINE BUSH

Phone: 504-658-8818 Fax:

Email Address: JASMINE.BUSH@NOLA.GOV Contract Period: JUNE 2023-JUNE 2026

Scope of Work: PROVIDE DIESEL AND GASOLINE FUELS

REFERENCE THREE

Government/Company Name: CITY OF DALLAS

Address:

Contact Person and Title: JEFF GLOVER

Phone: 214 670 1549 Fax:

Email Address: JEFF.GLOVER@DALLAS.GOV Contract Period: APRIL 2025-APRIL 2028

Scope of Work: PROVIDE DIESEL AND GASOLINE FUELS

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes [X] No [ ]

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

ATLANTIC PETROLEUM	
Bidder (Entity Name)	Signature
1445 NORTH LOOP W FRWY, #242	ANTHONY NDAH
Street & Mailing Address	Print Name
HOUSTON, TX 77008	01-14-2026
City, State & Zip	Date Signed
713-223-2767	713-223-5797
Telephone Number	Fax Number
sales@atlanticpetro.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

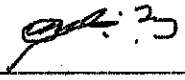
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

ANTHONY NDAH/PRESIDENT

Name and Title of Contractor's Authorized Official *(Please Print)*

01-16-2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

NONE

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

NONE

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☒ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

Signature of vendor doing business with the governmental entity

Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in Item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in Item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No WE ARE HUB CERTIFIED

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

ANTHONY NDAH
Printed Name of Authorized Representative

Signature

PRESIDENT
Title

01-14-2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No WE ARE HUB CERTIFIED

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative	Signature of Representative	Date

Printed Name of HUB	Signature of Representative	Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☑ No WE ARE HUB CERTIFIED

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☑ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that ATLANTIC PETROLEUM [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	32017994883
Company Name submitting bid/proposal:	ATLANTIC PETROLEUM
Mailing address:	1445 NORTH LOOP W FRWY, #242, HOUSTON, TX 77008
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
NONE	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. **"Boycott Israel"** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. **"Company"** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

01-14-2026
Date

On this 14TH day of January, 2026, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

MARLEY BUSTAMANTE
MY COMMISSION EXPIRES
DECEMBER 1, 2026
NOTARY ID: 134087548

_____
Notary Signature

01-14-2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

ATLANTIC PETROLEUM

Company Name

IFB 25-079/CG

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 TEXAS COUNTY OF HARRIS

BEFORE ME, the undersigned authority, a Notary Public in and for the State of TEXAS,

on this day personally appeared ANTHONY NDAH (name), who

after being by me duly sworn, did depose and say:

"I, ANTHONY NDAH (name) am a duly authorized officer of/agent

for ATLANTIC PETROLEUM (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said ATLANTIC PETROLEUM (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: ATLANTIC PETROLEUM

1445 NORTH LOOP W FRWY, #242, HOUSTON, TX 77008

Fax: 713-223-5797 Telephone# 713-223-2767

by: ANTHONY NDAH (print name) Title: PRESIDENT

Signature:

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the 14TH day of January, 2026.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

_____
Notary Public in and for
the State of _____

MARLEY BUSTAMANTE
MY COMMISSION EXPIRES
DECEMBER 1, 2026
NOTARY ID: 134067548

SENERGY PETROLEUM

Jefferson County

Term Contract for Motor Fuel

IFB 25-079/CG

Presented by

Katie Atencio
katie.atencio@gosenergy.com
303-350-3776



Run with us
Commercial Fuels | Lubricants | DEF | Equipment | Clean Fluid Solutions | Propane | Cardlock
Call **(800) 964-0076** | Learn More at **GoSenergy.com**

Executive Summary

Senergy Petroleum has been the leader in bulk fuel and lubricants across the Rockies and the Southwest for 80+ years. Senergy provides a full spectrum of unleaded gasoline and diesel options, meeting stringent standards for performance and environmental responsibility. Our fuel is engineered to enhance engine efficiency and reduce emissions, ensuring that your vehicles and equipment operates at their best. Whether your operations are large or small, we tailor our delivery plans to meet your unique needs, ensuring your business remains operational. Our experienced drivers and innovative solutions guarantee timely deliveries, keeping your trucks and equipment at peak performance.

Senergy provides bulk gasoline deliveries to fleets and job site equipment. Our mobile fleet fueling service uses the latest monitoring technology, ensuring on-site gasoline deliveries without lastminute hassles. We have made it a priority to have access to multiple supply points for our fuel. With multiple Senergy-owned bulk plants across the Southwest and Rockies, we can supply your fuel even when the market is challenged, our closest warehouse and sales center is in Liberty, Texas and Houston, TX. Senergy Petroleum LLC understands the scope of services to be performed within the RFP, and is committed to providing the services as specified.

Company History and Ownership

Senergy Petroleum, LLC. has been in business for over 80 years and is privately held to this day. We have become the leader in the Southwest and Rockies in bulk fuel and industrial lubricants distribution. Senergy Petroleum will not be acting as a DBA, nor will the company be utilizing subcontractors to fulfill the services within this RFP and any subsequent award.

Company Experience

Our Texas roots began when we acquired Taylor Oil in 2015, kicking off operations in Dallas-Fort Worth Metroplex area. In 2017, we opened our own Senergy Petroleum sales office and warehouse in El Paso, Texas. Since then, we have opened smaller operational facilities near Bryan/College Station, Texas. In December 2024, we also acquired Brenntag's fuel business in Houston to expand our reach and better serve a more diverse customer base across Texas. Senergy Petroleum is registered to conduct business with the Texas Secretary of State, remaining in good standing historically. We hold active contracts at the local, state, and federal level within the great State of Texas.

Quality of Service

We pride ourselves on the quality of both products and services we provide. With partnership, Senergy provides to you a dedicated account manager, technical and engineering solutions, a fully staffed customer service team, dedicated billing and credit staff, highly skilled dispatchers and drivers, in addition to dedicated contract specialists. Our teams are highly specialized and trained within our roles, making ordering and delivery, as well as any follow-up a breeze for our customers.

Emergency Fueling Plan

Senergy Petroleum takes great pride in its ability to adapt to unforeseen circumstances while remaining focused on our mission to provide reliable, high-quality products and services. Our experienced team operates in accordance with established standard operating procedures and maintains strict adherence to all safety protocols. We ensure our fleet is held to the highest maintenance standards, enabling us to deliver safely and on time supporting both our customers and employees.

During periods of high demand and challenging conditions, Senergy Petroleum has consistently maintained uninterrupted service. We are committed to safe, timely, and efficient operations across the State of Texas, even during emergencies or unpredictable events.

To help us serve you best in critical situations, we respectfully request a 2–3 day notice for any anticipated emergency event when possible. Please note that contract customers are given priority for deliveries during emergency response periods.

After hours contact:
Gary Aston – 713-899-8575
Gary.aston@gosenergy.com

Customer Care contact:
Carson Miller – 480-381-4540
carson.miller@gosenergy.com

To send in orders:
orders@gosenergy.com and please copy both Carson Miller and Gary Aston

Fleet Maintenance and Driver Safety Procedures:

Safety is Senergy Petroleum's number one priority. Every truck undergoes detailed pre- and post-trip inspections before and after each dispatch. Our maintenance program ensures all equipment remains in optimal condition, and additional safety-related gear is issued to drivers as needed to support compliance and readiness before leaving the yard.
Our fleet is prepared to operate across diverse terrains and in various environmental conditions common to Texas— rural or unpaved roads, heavy rains, dust storms, and extreme heat. All drivers are supplied with the necessary PPE such as reflective safety vests, gloves, and specialized equipment when delivering lubricant or fuel loads.
Each vehicle is equipped with climate-controlled cabs, roadside emergency kits, hard hats, gloves, safety glasses, fire extinguishers, and drinking water to ensure our drivers are safe and self-sufficient while on the road.
Emergency Preparedness and Response
Senergy Petroleum is well-versed in managing logistics under emergency scenarios and inclement weather:

- For areas impacted by snow, ice, or muddy conditions, our trucks are outfitted with tire chains, and drivers are provided with appropriate cold-weather gear.

- In cases of road closures or inaccessibility (e.g., flooding or ice), drivers coordinate with dispatch to reroute, minimize delays, and ensure timely communication with relevant agencies or customers.
- During dust storms, drivers are instructed to safely pull over and resume operations once visibility and conditions improve.
- In declared States of Emergency Senergy Petroleum strictly follows local, state, and federal guidelines.
- Activate an emergency staffing plan and assign on-call shifts.
- Ensure drivers have lodging plans if local roads become inaccessible.
- Provide contact protocols and evacuation instructions if necessary.
- Increase inventory levels of gasoline, diesel, and lubricants at key bulk plants and terminals.
- Ensure tanks are topped off at customer sites, especially hospitals, emergency services, utilities, and government agencies.
- Proactively contact critical customers (e.g., contract customers, municipalities, hospitals, utility companies) to confirm fuel needs and delivery schedules.
- Notify customers of emergency contact procedures and 24/7 dispatch availability.

Senergy Petroleum is ready and equipped to continue delivering essential services under any conditions. Our commitment to preparedness, safety, and dependable service ensures we remain a trusted partner throughout the State of Texas.

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Senergy Petroleum, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Katie Atencio

Signature of Contractor's Authorized Official

Katie Atencio

Name and Title of Contractor's Authorized Official

1/30/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Senergy Petroleum, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Katie Atencio

Signature of Contractor's Authorized Official

Katie Atencio

Name and Title of Contractor's Authorized Official

1/30/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Katie Atencio

Signature of Contractor's Authorized Official

Katie Atencio

Name and Title of Contractor's Authorized Official

1/30/2026

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent**, by email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, **January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

Entity Information

SENERGY PETROLEUM LLC ● Active Registration

Unique Entity ID
XB2FG872UKC9

Your registration was activated on 2025-09-03. It expires on 2026-09-03, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36.**

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1416875

Date Filed:
02/05/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Senergy Petroleum, LLC
Phoenix, AZ United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 25-079/CG)
Term Contract for Motor Fuel for Jefferson County,

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Brad Hall	Idaho Falls, ID United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Katie Atencio, and my date of birth is 08/03/1984.

My address is 6301 Ralston Rd, Arvada (city), CO (state), 80002 (zip code), US (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Colorado, on the 5 day of February (month), 20 26 (year).

Katie Atencio

Signature of authorized agent of contracting business entity
(Declarant)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, LLC 6967 South River Gate Dr. Suite 200 Salt Lake City UT 84047	**CONTACT NAME:** Carolyn Maldonado **PHONE (A/C, No, Ext):** 801-924-1400 **FAX (A/C, No):** 801-924-1441 **E-MAIL ADDRESS:** certrequests@ajg.com
INSURED BRADHAL-01 Brad Hall & Associates PO Box 50620 Idaho Falls ID 83405	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** INSURER A : Zurich American Insurance Company — 16535 INSURER B : Gemini Insurance Company — 10833 INSURER C : Markel American Insurance Company — 28932 INSURER D : AXIS Specialty Insurance Company — 15610 INSURER E : RSUI Indemnity Company — 22314 INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1204034213 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC OTHER:			GLO018810606	7/1/2024	7/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$2,000,000 $1,000,000 $10,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			BAP018810706	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$2,000,000 $ $ $ $
B E	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED RETENTION $			GVE100295603 NHA601397	7/1/2024 7/1/2024	7/1/2025 7/1/2025	EACH OCCURRENCE AGGREGATE $	$10,000,000 $10,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
D C	Upset & Overturn Pollution Motor Truck Cargo			PEN4368324AA MKLM5IM0055815	7/1/2024 7/1/2024	7/1/2025 7/1/2025	Limit Per Occ/Agg Cargo Limit	$1,000,000 $100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Verification of insurance subject to the terms and conditions of the policy.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7**., with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County

Bidder's Company/Business Name: Senergy Petroleum, LLC

Bidder's TAX ID Number: 84-2443696

***If Applicable*:** **HUB Vendor No.** N/A **DBE Vendor No.** N/A

Contact Person: Katie Atencio **Title:** Contract Specialist

Phone Number (with area code): 303-350-3776

Alternate Phone Number if available (with area code):

Fax Number (with area code): N/A

Email Address: katie.atencio@gosenergy.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

1470 N Horne St
Address
Gilbert, AZ 85233
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, 2, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Senergy Petroleum, LLC
Company Name

1470 N Honre St
Address

Gilbert | AZ | 85233
City | State | Zip

Katie Atencio
Signature of Person Authorized to Sign

Katie Atencio
Printed Name

Contract Specialist
Title

For clarification of this offer, contact:

Katie Atencio - Contract Specialist
Name & Title

303-350-3776
Phone | Fax

katie.atencio@gosenergy.com
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 25-079/CG, Term Contract for Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**

ATTEST:

Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-079/CG**
IFB TITLE:	**Term Contract for Motor Fuel for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor question and Bid Opening Location change.

Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Sean Emad
Witness

Witness

Approved by KA Date: 2/5/2026

Katie Atencio
Authorized Signature (Respondent)

Contract Specialist
Title of Person Signing Above

Senergy Petroleum, LLC
Typed Name of Business or Individual

1470 N Horne St Gilbert, AZ 85233
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question**: Is the #2 diesel fuel on road or off road?
   Answer: The #2 diesel fuel is on road.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-079/CG**
IFB TITLE:	**Term Contract for Motor Fuel for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 26, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda.* For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Sean Emad
Witness

Witness

Approved by KA Date: 2/5/2026

Katie Atencio
Authorized Signature (Respondent)

Contract Specialist
Title of Person Signing Above

Senergy Petroleum, LLC
Typed Name of Business or Individual

1470 N Horne St Gilbert, AZ 85233
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** For the benchmark are you looking for Gross OPIS Daily Average Beaumont for the day of delivery, which this report comes out each morning at 10am?
   Answer: See Section 4: General Specifications #4, #5 & #6 on page 44 of the Specifications for IFB 25-079/CG

2. **Question:** Can we please get a copy of the previous bid tabulations?
   Answer: See Attachment A

3. **Question** What is the average size of delivery per location per fuel?
   Answer: We do not track this information. You can request this information from the current Vendor at their discretion.

4. **Question** Do you typically order all fuel products at one time per location?
   Answer: Fuel is ordered as needed. Orders vary.

5. **Question** Can we please get a copy of a current invoice with backup provided by your current supplier for each fuel?
   Answer: See Attachment B

6. **Question:** Are you currently an OPIS subscriber?
   Answer: OPIS subscription is the responsibility of the vendor.

7. **Question:** Can you provide a monthly gallon estimate for all locations?
   Answer: See Attachment C for the total fuel ordered by month for FY 2025. Please note that this is for historical reference only. Fuel is ordered as needed and varies by location and depends on multiple factors.

8. **Question:** Can you provide the bid tabulations from previous bids?
   Answer: See Question and answer 2

9. **Question:** Will the separate locations order fuel at the same time or independently?
   Answer: Each location orders fuel independently based on their individual needs.

10. **Question:** Can we base our pricing on OPIS Daily Beaumont Rack average?
    Answer: See Question and Answer 1

Attachment A

Final Tabulation

IFB 21-001/YS, Term Contract for Motor Fuel for Jefferson County in Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Bids Opened: 11:00 am, Friday, February 19, 2021

Item	Description	C&I Oil Company, Inc +/- Factor Brand	Midtex Oil, LP +/- Factor Brand	Spidle Oil Co. +/- Factor Brand	Tri-Con, Inc. +/- Factor Brand
1	Unleaded Gasoline Regular Grade 87 Octane	+.12 unbranded/non-ethanol	+.0700 unbranded*	+.065 unbranded	+.0740 unbranded
2	Unleaded Gasoline Medium Grade 89 Octane	+.12 unbranded/non-ethanol	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
3	Unleaded Gasoline Premium Grade 98 Octane	+.12 (*91 octane) unbranded/non-ethanol	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
4	No. 2 Diesel	+.12 Citgo unbranded	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
		C&I Oil Company, Inc 6050 College Street Beaumont TX 77707 ph: 409-833-8331 Attn: Donovan Welton III dwelton2@rdoff.com	Midtex Oil, LP 12583 Highway 90 West Beaumont TX 77713 ph: 979-482-6333/409-866-0393 fx: 409-866-4505 Attn: Donna Clanton deena@midtexoil.com	Spidle Oil Co. 401 West 16th Street Port Arthur TX 77641 ph: 409-727-4400 fx: 409-985-5655 Attn: William Spidle spidleoil@yahoo.com	Tri-Con Inc. PO Box 20555 Beaumont TX 77720 ph: 409-835-2237 ext 116 fx: 409-838-1925 Attn: Jody Spoonemore jodyspoonemore@triconinc.org

* unbranded fuel suppliers Midtex uses are: Atlas, Bunker One, Global, NGL, Motiva, Valero, and US Oil

Attachment B

Spidle & Spidle Inc

Port Arthur, Texas 77641
P. O. Box 782

409-727-4400

Invoice

Date	Invoice #
1/2/2026	209495

Bill To

Jefferson County Auditors Office
1149 Pearl Street
Beaumont, TX 77701
Pays NO sales tax
Cert Exp- 1-31-26 Texas 77701 USA

Ship To

Jefferson County Prect#4
Boyt road Call 30 minB4
Beaumont Texas
Rowena 434-5400
Opis +.065

P.O. No.	Terms	SIGNED STMT#	TX TAXPAYER #
096606			74-6000291-2

Quantity	Description	Rate	Amount
1,050	#2 Low Sulfer Clear Diesel Fuel	2.1188	2,224.74

Gauge before and after
Master eter before and after
Take a picture

OK 1,050 1-12-26

Line 4 entered
1-8-26 KvB
114-0405-431.30-34
096606

Boyt Service Center

JAN 08 2026

Received

Milton Zaany 1/9/26

JAN 1 PM

Thank You for your business and have a great day

Total $2,224.74

Spidle & Spidle Inc
Port Arthur, Texas 77641
P. O. Box 782

409-727-4400

Invoice

Date	Invoice #
1/2/2026	209494

Bill To

Jefferson County Auditors Office
1149 Pearl Street
Beaumont, TX 77701
Pays NO sales tax
Cert Exp- 1-31-26 Texas 77701 USA

Ship To

Jefferson County Prect#4
Boyt road Call 30 min34
Beaumont Texas
Rowena 434-5400
Opis +.065

P.O. No.	Terms	SIGNED STMT#	TX TAXPAYER #
096604			74-6000291-2

Quantity	Description	Rate	Amount
550	87 Octane E10R up to 10% ethanol Gasohol,3,NA1203,II	1.7241	948.26

Gauge before and after
take a picture
master before and after

Ok 1-12-26

Line 4 entered
1-8-26 KwB
114-0405-431. 30-37
096604

Boyt Service Center
JAN 08 2026
Received

Mitch Gorny 1/9/26

Thank You for your business and have a great day

Total $948.26

Attachment C

FY 2025	Diesel ordered (gal)	Unleaded ordered (gal)
October 2024	3,398	14,518
November 2024	8,022	21,435
December 2024	4,143	13,126
January 2025	3,495	12,285
February 2025	5,485	18,180
March 2025	5,711	15,990
April 2025	4,877	15,691
May 2025	4,854	19,214
June 2025	8,559	20,968
July 2025	6,764	19,153
August 2025	7,881	21,075
September 2025	3,800	16,178
Total:	**66,989 Gallons**	**207,817 gallons**

BID FORM

Note to bidders: Minimum order bids are not acceptable.

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline- Regular Grade 87 Octane	Unbranded	+ .065	$ 1.9156
2	Unleaded Gasoline- Medium Grade 89 Octane	Unbranded	+ .065	$ 2.3315
3	Unleaded Gasoline- Premium Grade 93 Octane	Unbranded	+ .065	$ 2.6809
4	No. 2 Diesel	Unbranded	+ .0700	$ 2.4156

* Bidder will supply the quantity of the requested item required to meet the specifications.

**Unit price and markup for Senergy Petroleum are based on the Daily 10AM Houston OPIS average day of. Unit Price example used is from 02/06/2026.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 X Date Received 1/21/26

Addendum 2 X Date Received 1/26/26

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: City of Tomball

Address: 501 James St. Tomball, TX 77375

Contact Person and Title: Tyron Wallace - Project Assisitant

Phone: 281-290-1403 Fax: N/A

Email Address: twallace@tomballtx.gov Contract Period: 2025-2026

Scope of Work: Gasoline and diesel fuel delivery for fleet operations and emergency preparedness.

REFERENCE TWO

Government/Company Name: City of Phoenix

Address: 200 W Washington St 7th Floor Phoenix, AZ 85003

Contact Person and Title: Miranda Aragon - Procurement officer

Phone: 602-495-7231 Fax: N/A

Email Address: miranda.aragon@phoeinx.gov Contract Period: 2023-2028

Scope of Work: Petroleum oils, lubricants, and specialty fluids for Water Services Department infrastructure and equipment.

REFERENCE THREE

Government/Company Name: Gila County

Address: 1400 E Ash St

Contact Person and Title: Terry Sodberg

Phone: 982-402-8590 Fax: N/A

Email Address: tsolberg@gilacountyaz.gov Contract Period: 2023-2027

Scope of Work: 10 + servicing bulk fuel, DEF and lubricants

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Senergy Petroleum, LLC	Katie Atencio
Bidder (Entity Name)	Signature
1470 N Horne St	Katie Atencio
Street & Mailing Address	Print Name
Gilbert, AZ 85233	1/30/2026
City, State & Zip	Date Signed
303-350-3776	N/A
Telephone Number	Fax Number
katie.atencio@gosenergy.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Katie Atencio
Signature of Contractor's Authorized Official

Katie Atencio
Name and Title of Contractor's Authorized Official *(Please Print)*

1/30/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

Senergy Petroleum, LLC

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information is being disclosed.**

N/A

Name of Officer

4 **Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.**

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☒ No

5 **Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.**

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 Katie Atencio

Signature of vendor doing business with the governmental entity

02/05/2026

Date

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☒ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☒ No	2.	**Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☒ No	3.	**Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☒ No	4.	**Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☒ No	5.	**Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☒ Yes	☐ No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Katie Atencio
Printed Name of Authorized Representative

Katie Atencio
Signature

Contract Specialist
Title

1/30/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENERGY PETROLEUM

Good Faith Effort:

At Senergy, we pride ourselves on our impressive fleet and skilled drivers and their ability to provide high level service to our customers. We have the resources to provide all services requested and do not have a need for utilizing subcontractors.

Managing deliveries in-house allows us to maintain consistent service levels, ensure regulatory compliance, and respond quickly to urgent or emergency delivery needs. It also gives us full visibility and accountability throughout the delivery process.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☒ Other: Senergy Petroleum will be the main contractor for this contract.

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☒ I certify that Senergy Petroleum, LLC [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Gilbert Arizona (city and state).

Taxpayer Identification Number (T.I.N.):	32071779618
Company Name submitting bid/proposal:	Senergy Petroleum, LLC
Mailing address:	1470 N Horne St Gilbert, AZ 85233
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Katie Atencio, the undersigned representative of (company or business name) Senergy Petroleum, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

2/6/26
Date

On this 6th day of February, 2026, personally appeared Katie Atencio, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

DELORES MINTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074030695
MY COMMISSION EXPIRES AUGUST 11, 2027

Delores Minter
Notary Signature

02/06/2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Colorado COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Colorado,

on this day personally appeared Katie Atencio (name), who

after being by me duly sworn, did depose and say:

"I, Katie Atencio (name) am a duly authorized officer of/agent

for Senergy Petroleum, LLC (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Senergy Petroleum, LLC (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Senergy Petroleum LLC
1470 N Horne St Gilbert, AZ 85233

Fax: N/A Telephone# 303-350-3776

by: Katie Atencio (print name) Title: Contract Specialist

Signature: [signature]

SUBSCRIBED AND SWORN to before me by the above-named

Katie Atencio on

this the 6th day of February, 2026.

[signature]
Notary Public in and for
the State of Colorado

DELORES MINTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20074030695
MY COMMISSION EXPIRES AUGUST 11, 2027

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Safety Data Sheet

According to OSHA HCS 2012 (29 CFR 1910.1200), Health Canada HPR (SOR/2015-17), and Mexico NOM-018-STPS-2015

SECTION 1: Identification

Product Identifier	**No. 2 Diesel Fuel**
Other means of identification	#2DSL ULS (All Grades); #2DSL HS (All Grades); #2DSL LS (All Grades); CARB DSL (All Grades); DIST CARB-Diesel (All Grades); Distillate,Diesel (All Grades); Gas Oil (All Grades); Hydrodewaxer Diesel (All Grades); Diesel Fuel (All Grades); EPA Diesel Fuel (All Grades); No. 2 Diesel (All Grades); No. 2 Diesel Fuel Oil (All Grades); No. 2 Distillate; No. 2 Diesel with Renewable Diesel (All Grades); Super Diesel Fuel (All Grades); Distillate Blend Stock; Fuels, Diesel; Virgin Diesel Fuel; PCR - HOD -- Heating Oil Distillate; Diesel, Dyed and Undyed
Code	**001847**
Issue date	05-Feb-2019
MARPOL Annex I Category	Gas Oils, Including Ship's Bunkers
Relevant identified uses	Fuel
Uses advised against	All others
24 Hour Emergency Phone Number	CHEMTREC: 1-800-424-9300 CHEMTREC México 01-800-681-9531 CHEMTREC Global +1 703 527 3887

Manufacturer/Supplier	**SDS Information**
Phillips 66 Company	Phone: 800-762-0942
P.O. Box 421959	Email: SDS@P66.com
Houston, Texas 77242-1959	URL: www.phillips66.com/SDS

SECTION 2: Hazard identification

Classified Hazards

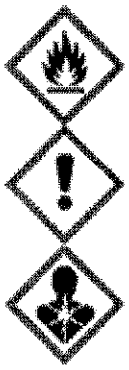
H226 - Flammable liquids -- Category 3
H304 -- Aspiration Hazard -- Category 1
H315 -- Skin corrosion/irritation -- Category 2
H332 -- Acute toxicity, Inhalation -- Category 4
H351 -- Carcinogenicity -- Category 2
H373 -- Specific target organ toxicity (repeated exposure) -- Category 2
H411 -- Hazardous to the aquatic environment, chronic toxicity -- Category 2

Hazards Not Otherwise Classified (HNOC)

PHNOC: Electrostatic charge may be generated during pumping and other operations

HHNOC: None known

Label elements



DANGER



Flammable liquid and vapor
May be fatal if swallowed and enters airways
Causes skin irritation
Harmful if inhaled
Suspected of causing cancer
May cause damage to organs through prolonged or repeated exposure
Toxic to aquatic life with long lasting effects

Obtain special instructions before use; Do not handle until all safety precautions have been read and understood; Keep away from heat/sparks/open flames/hot surfaces. - No smoking; Keep container tightly closed; Ground/bond container and receiving equipment; Use explosion-proof electrical (ventilation and lighting) equipment; Use only non-sparking tools; Take precautionary measures against static discharge; Do not breathe dust/fume/gas/mist/vapours/spray; Wash skin thoroughly after handling; Use only outdoors or in a well-ventilated area; Avoid release to the environment; Wear protective gloves/protective clothing and eye/face protection; IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician; Do NOT induce vomiting; IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower; If skin irritation occurs: Get medical advice/attention; IF INHALED: Remove victim to fresh air and keep at rest in a position comfortable for breathing; IF exposed or concerned: Get medical advice/attention; Take off contaminated clothing and wash before reuse; In case of fire: Use CO2, dry chemical, or foam for extinction; Collect spillage; Store in a well-ventilated place. Keep cool; Dispose of contents/container to an approved waste disposal plant

SECTION 3: Composition/information on ingredients

Chemical Name	CASRN	Concentration
Fuels, diesel, no. 2	68476-34-6	100

Hazardous Constituent(s) Contained Within Above Complex Substance(s)

Chemical Name	CASRN	Concentration
Naphthalene	91-20-3	<1

[1] All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

SECTION 4: First aid measures

Eye Contact: If irritation or redness develops from exposure, flush eyes with clean water. If symptoms persist, seek medical attention.

Skin Contact: Remove contaminated shoes and clothing, and flush affected area(s) with large amounts of water. If skin surface is damaged, apply a clean dressing and seek medical attention. If skin surface is not damaged, cleanse affected area(s) thoroughly by washing with mild soap and water or a waterless hand cleaner. If irritation or redness develops, seek medical attention. Wash contaminated clothing before reuse. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician. (see Note to Physician)

Inhalation: If respiratory symptoms or other symptoms of exposure develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. If symptoms persist, seek immediate medical attention. If victim is not breathing, clear airway and immediately begin artificial respiration. If breathing difficulties develop, oxygen should be administered by qualified personnel. Seek immediate medical attention.

Ingestion: Aspiration hazard: Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. If victim is drowsy or unconscious and vomiting, place on the left side with the head down. If possible, do not leave victim unattended and observe closely for adequacy of breathing. Seek medical attention.

Most important symptoms and effects, both acute and delayed: While significant vapor concentrations are not likely, high concentrations can cause minor respiratory irritation, headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue. Ingestion can cause irritation of the digestive tract, nausea, diarrhea, and vomiting. Prolonged or repeated contact may dry skin and cause irritation

Notes to Physician: When using high-pressure equipment, injection of product under the skin can occur. In this case, the casualty should be sent immediately to the hospital. Do not wait for symptoms to develop. High-pressure hydrocarbon injection injuries may produce substantial necrosis of underlying tissue despite an innocuous appearing external wound. These injuries often require extensive emergency surgical debridement and all injuries should be evaluated by a specialist in order to assess the extent of injury. Early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

SECTION 5: Firefighting measures

NFPA 704: National Fire Protection Association

Health: 1 **Flammability:** 2 **Instability:** 0



0 = minimal hazard
1 = slight hazard
2 = moderate hazard
3 = severe hazard
4 = extreme hazard

Extinguishing Media: Dry chemical, carbon dioxide, or foam is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water may be ineffective for extinguishment, unless used under favorable conditions by experienced fire fighters.

Specific hazards arising from the chemical

Unusual Fire & Explosion Hazards: Flammable This material can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, calculators, and pagers which have not been certified as intrinsically safe) Vapors may travel considerable distances to a source of ignition where they can ignite, flash back, or explode. May create vapor/air explosion hazard indoors, in confined spaces, outdoors, or in sewers. This product will float and can be reignited on surface water. Vapors are heavier than air and can accumulate in low areas. If container is not properly cooled, it can rupture in the heat of a fire.

Hazardous Combustion Products: Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

Special protective actions for fire-fighters: For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8). Isolate the hazard area and deny entry to unnecessary and unprotected personnel. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Cool equipment exposed to fire with water, if it can be done safely. Avoid spreading burning liquid with water used for cooling purposes.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

SECTION 6: Accidental release measures

Personal precautions, protective equipment and emergency procedures: Flammable Spillages of liquid product will create a fire hazard and may form an explosive atmosphere. Keep all sources of ignition and hot metal surfaces away from spill/release if safe to do so. The use of explosion-proof electrical equipment is recommended. Stay upwind and away from spill/release. Avoid direct contact with material. For large spillages, notify persons down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

Environmental Precautions: Stop and contain spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems, and natural waterways. Use foam on spills to minimize vapors Use water sparingly to minimize environmental contamination and reduce disposal requirements. If spill occurs on water notify appropriate authorities and advise shipping of any hazard. Spills into or upon navigable waters, the contiguous zone, or adjoining shorelines that cause a sheen or discoloration on the surface of the water, may require notification of the National Response Center (phone number 800-424-8802).

Methods and material for containment and cleaning up: Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended. Dike far ahead of spill for later recovery or disposal. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water remove with appropriate methods (e.g. skimming, booms or absorbents). In case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations.

Recommended measures are based on the most likely spillage scenarios for this material; however local conditions and

regulations may influence or limit the choice of appropriate actions to be taken.

SECTION 7: Handling and storage

Precautions for safe handling: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Take precautionary measures against static discharge. Use only non-sparking tools. Do not breathe vapor or mist. Use only outdoors or in a well-ventilated area. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment (see section 8). Flammable May vaporize easily at ambient temperatures. The vapor is heavier than air and may create an explosive mixture of vapor and air. Beware of accumulation in confined spaces and low lying areas. Open container slowly to relieve any pressure. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

High pressure injection of hydrocarbon fuels, hydraulic oils or greases under the skin may have serious consequences even though no symptoms or injury may be apparent. This can happen accidentally when using high pressure equipment such as high pressure grease guns, fuel injection apparatus or from pinhole leaks in tubing of high pressure hydraulic oil equipment.

For use as a motor fuel only. Do not use as a solvent due to its flammable and potentially toxic properties. Siphoning by mouth can result in lung aspiration which can be harmful or fatal.

The use of hydrocarbon fuel in an area without adequate ventilation may result in hazardous levels of incomplete combustion products (e.g. carbon monoxide, oxides of sulfur and nitrogen, benzene and other hydrocarbons) and/or dangerously low oxygen levels.

Diesel engine exhaust contains hazardous combustion products and has been identified as a cancer hazard. Exposure should be minimized to reduce potential risk.

Static Accumulation Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that special slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Conditions for safe storage: Keep container(s) tightly closed and properly labeled. Use and store this material in cool, dry, well-ventilated areas away from heat, direct sunlight, hot metal surfaces, and all sources of ignition. Store only in approved containers. Post area "No Smoking or Open Flame." Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage. Outdoor or detached storage is preferred. Indoor storage should meet OSHA standards and appropriate fire codes.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconditioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations. Before working on or in tanks which contain or have contained this material, refer to OSHA regulations, ANSI Z49.1, and other references pertaining to cleaning, repairing, welding, or other contemplated operations.

SECTION 8: Exposure controls/personal protection

Occupational exposure limits
The following constituents are the only constituents of the product which have a PEL, TLV or other recommended exposure limit. At this time, the other constituents have no known exposure limits.

Chemical Name	ACGIH	OSHA	Mexico	Phillips 66
Fuels, diesel, no. 2	TWA-8hr: 100 mg/m³ inhalable fraction and vapor	---	---	---

	Diesel fuel Skin			
Naphthalene	TWA-8hr: 10 ppm Skin	TWA-8hr: 10 ppm TWA-8hr: 50 mg/m³ Carcinogen	TWA-8hr: 10 ppm (VLE-PPT) TWA-8hr: 50 mg/m³ (VLE-PPT) STEL: 15 ppm (PPT-CT) STEL: 75 mg/m³ (PPT-CT) Carcinogen	TWA-8hr: 10 ppm Skin

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Biological occupational exposure limits		
Chemical Name	**ACGIH**	**Mexican NOM-047-SSA1-2011**
Naphthalene	1-Naphthol with hydrolysis plus 2-Naphthol with hydrolysis in : (end of shift)	---

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information --- = None

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

Eye/Face Protection: The use of eye protection that meets or exceeds ANSI Z.87.1 is recommended to protect against potential eye contact, irritation, or injury. Depending on conditions of use, a face shield may be necessary.

Skin/Hand Protection: The use of gloves impervious to the specific material handled is advised to prevent skin contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and use conditions, additional protection may be necessary to prevent skin contact including use of items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. Suggested protective materials: Nitrile rubber

Respiratory Protection: Where there is potential for airborne exposure above the exposure limit a NIOSH certified air purifying respirator equipped with organic vapor cartridges/canisters may be used.

A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use. Air purifying respirators provide limited protection and cannot be used in atmospheres that exceed the maximum use concentration (as directed by regulation or the manufacturer's instructions), in oxygen deficient (less than 19.5 percent oxygen) situations, or under conditions that are immediately dangerous to life and health (IDLH).

Other Protective Equipment: Eye wash and quick-drench shower facilities should be available in the work area. Thoroughly clean shoes and wash contaminated clothing before reuse.

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

SECTION 9: Physical and chemical properties

Note: Unless otherwise stated, values are determined at 20°C (68°F) and 760 mm Hg (1 atm). Data represent typical values and are not intended to be specifications.

Appearance: Straw colored to dyed red
Physical Form: Liquid
Odor: Diesel fuel
Odor Threshold: No data
pH: Not applicable
Vapor Density (air=1): > 3
Upper Explosive Limits (vol % in air): 10.0
Lower Explosive Limits (vol % in air): 0.3
Evaporation Rate (nBuAc=1): <1
Particle Size: Not applicable
Percent Volatile: Negligible @ ambient conditions
Flammability (solid, gas): Not applicable
Solubility in Water: Negligible

Flash Point: 125 - 180 °F / 52 - 82 °C
Test Method: Pensky-Martens Closed Cup (PMCC), ASTM D93, EPA 1010
Initial Boiling Point/Range: 300 - 690 °F / 149 - 366 °C
Vapor Pressure: 0.40 mm Hg
Partition Coefficient (n-octanol/water) (Kow): No data
Melting/Freezing Point: No data
Auto-ignition Temperature: 500 °F / 260 °C
Decomposition Temperature: No data
Specific Gravity (water=1): 0.81-0.88 @ 60°F (15.6°C)
Bulk Density: 7.08 lbs/gal
Viscosity: No data
Pour Point: No data

SECTION 10: Stability and reactivity

Reactivity: Not chemically reactive.

Chemical stability: Stable under normal ambient and anticipated conditions of use.

Possibility of hazardous reactions: Hazardous reactions not anticipated.

Conditions to avoid: Avoid high temperatures and all sources of ignition. Prevent vapor accumulation.

Incompatible materials: Avoid contact with strong oxidizing agents and strong reducing agents.

Hazardous decomposition products: Not anticipated under normal conditions of use.

SECTION 11: Toxicological information

Information on Toxicological Effects

Substance / Mixture

Acute Toxicity	Hazard	Additional Information	LC50/LD50 Data
Inhalation	Harmful if inhaled		4.65 mg/L (mist)
Dermal	Unlikely to be harmful		>2 g/kg
Oral	Unlikely to be harmful		> 5 g/kg

Likely Routes of Exposure: Inhalation, eye contact, skin contact

Aspiration Hazard: May be fatal if swallowed and enters airways

Skin Corrosion/Irritation: Causes skin irritation. Repeated exposure may cause skin dryness or cracking.

Serious Eye Damage/Irritation: Causes mild eye irritation.

Skin Sensitization: Not expected to be a skin sensitizer.

Respiratory Sensitization: Not expected to be a respiratory sensitizer.

Specific Target Organ Toxicity (Single Exposure): Not expected to cause organ effects from single exposure.

Specific Target Organ Toxicity (Repeated Exposure): May cause damage to organs through prolonged or repeated exposure. Repeated dermal application of petroleum gas oils for 90 days resulted in decreased liver, thymus, and spleen weights, and altered bone marrow function. Microscopic alterations included liver hypertrophy and necrosis, decreased hematopoesis and lymphocyte depletion.

Carcinogenicity: Suspected of causing cancer. Petroleum middle distillates have been shown to cause skin tumors in mice following repeated and prolonged skin contact. Follow-up studies have shown that these tumors are produced through a non-genotoxic mechanism associated with frequent cell damage and repair, and that they are not likely to cause tumors in the absence of prolonged skin irritation.

Germ Cell Mutagenicity: Not expected to cause heritable genetic effects.

Reproductive Toxicity: Not expected to cause reproductive toxicity.

Other Comments: Diesel engine exhaust has been classified by the International Agency for Research on Cancer (IARC) and National Toxicology Program (NTP) as a carcinogen.

Information on Toxicological Effects of Components

Naphthalene

Carcinogenicity: Naphthalene has been evaluated in two year inhalation studies in both rats and mice. The US National Toxicology Program (NTP) concluded that there is clear evidence of carcinogenicity in male and female rats based on increased incidences of respiratory epithelial adenomas and olfactory epithelial neuroblastomas of the nose. NTP found some evidence of carcinogenicity in female mice (alveolar adenomas) and no evidence of carcinogenicity in male mice. Naphthalene has been identified as a carcinogen by IARC and NTP.

SECTION 12: Ecological information



GHS Classification:
H411 -- Hazardous to the aquatic environment, chronic toxicity -- Category 2
Toxic to aquatic life with long lasting effects.

Toxicity: Experimental studies of gas oils show that acute aquatic toxicity values are typically in the range 2-20 mg/L. These values are consistent with the predicted aquatic toxicity of these substances based on their hydrocarbon compositions. They should be regarded as toxic to aquatic organisms, with the potential to cause long term adverse effects in the aquatic environment.

Persistence and Degradability: Gas oils are complex combinations of individual hydrocarbon species. Based on the known or expected properties of individual constituents, category members are not predicted to be readily biodegradable. Some hydrocarbon constituents of gas oils are predicted to meet the criteria for persistence; on the other hand, some components can be easily degraded by microorganisms under aerobic conditions.

Persistence per IOPC Fund definition: Non-Persistent

Bioaccumulative Potential: Gas oil components have measured or calculated Log Kow values in the range of 3.9 to 6 which indicates a high potential to bioaccumulate. Lower molecular weight compounds are readily metabolized and the actual bioaccumulation potential of higher molecular weight compounds is limited by the low water solubility and large molecular size.

Mobility in Soil: Releases to water will result in a hydrocarbon film floating and spreading on the surface. For the lighter components, volatilization is an important loss process and reduces the hazard to aquatic organisms. In air, the hydrocarbon vapors react readily with hydroxyl radicals with half-lives of less than one day. Photoxidation on the water surface is also a significant loss process particularly for polycyclic aromatic compounds. In water, the majority of components will be adsorbed on sediment. Adsorption is the most predominant physical process on release to soil. Adsorbed hydrocarbons will slowly degrade in both water and soil.

Other adverse effects: None anticipated.

SECTION 13: Disposal considerations

The generator of a waste is always responsible for making proper hazardous waste determinations and needs to consider state and local requirements in addition to federal regulations. This material, if discarded as produced, would not be a federally regulated RCRA "listed" hazardous waste. However, it would likely be identified as a federally regulated RCRA hazardous waste for the following characteristic(s) shown below. See Sections 7 and 8 for information on handling, storage and personal protection and Section 9 for physical/chemical properties. It is possible that the material as produced contains constituents which are not required to be listed in the SDS but could affect the hazardous waste determination. Additionally, use which results in chemical or physical change of this material could subject it to regulation as a hazardous waste.Container contents should be completely used and containers should be emptied prior to discard. Container residues and rinseates could be considered to be hazardous wastes.

EPA Waste Number(s)
- D001 - Ignitability characteristic

SECTION 14: Transport information

UN Number: UN1202
UN proper shipping name: Diesel fuel
Transport hazard class(es): 3 *or* Combustible liquid
Packing Group: III
Environmental Hazards: Marine pollutant - Environmentally Hazardous
Special precautions for user: *Combustible liquid classification is dependent on a flash point of >60° C (140° F) and <93° C (200° F).*
**NA1993 may be used instead of UN1202 for domestic land transportation.
If transported in bulk by marine vessel in international waters, product is being carried under the scope of MARPOL Annex I.
Container(s) greater than 5 liters (liquids) or 5 kilograms (solids), shipped by water mode and ALL bulk shipments may require the shipping description to contain the "Marine Pollutant" notation [49 CFR 172.203(l)] and the container(s) to display the [Marine Pollutant Mark] [49 CFR 172.322].
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code: Not applicable

SECTION 15: Regulatory information

CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds)
This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

CERCLA/SARA - Section 311/312 (Title III Hazard Categories)
Should this product meet EPCRA 311/312 Tier reporting criteria at 40 CFR 370, refer to Section 2 of this SDS for appropriate classifications.

CERCLA/SARA - Section 313 and 40 CFR 372
This material contains the following chemicals subject to the reporting requirements of Section 313 of SARA Title III and 40 CFR 372:

Chemical Name	Concentration	de minimis
Naphthalene	<1	0.1%

EPA (CERCLA) Reportable Quantity (in pounds)
EPA's Petroleum Exclusion applies to this material - (CERCLA 101(14)).

California Proposition 65

⚠ **WARNING.** This product can expose you to chemicals including Naphthalene (CASRN 91-20-3) and Benzene (CASRN 71-43-2) which are known to the State of California to cause cancer, and Toluene (CASRN 108-88-3) and Benzene (CASRN 71-43-2) which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

International Inventories
All components are either listed on the US TSCA Inventory, or are not regulated under TSCA.
All components are either on the DSL, or are exempt from DSL listing requirements.

SECTION 16: Other information

Issue date	Previous Issue Date:	SDS Number	Status:
05-Feb-2019	27-Feb-2018	001847	FINAL

Revised Sections or Basis for Revision:
Regulatory information (Section 15)

Mexican NOM-018-STPS-2015:
The information within is considered correct but is not exhaustive and will be used for guidance only, which is based on the current knowledge of the substance or mixture and is applicable to the appropriate safety precautions for the product.

Precautionary Statements:
P201 - Obtain special instructions before use
P202 - Do not handle until all safety precautions have been read and understood
P233 - Keep container tightly closed
P240 - Ground/bond container and receiving equipment
P241 - Use explosion-proof electrical/ ventilating/ lighting/ equipment
P242 - Use only non-sparking tools
P243 - Take precautionary measures against static discharge
P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P264 - Wash skin thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P273 - Avoid release to the environment
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
P331 - Do NOT induce vomiting
P303 + P361 + P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
P332 + P313 - If skin irritation occurs: Get medical advice/attention
P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
P308 + P313 - IF exposed or concerned: Get medical advice/attention

P362 - Take off contaminated clothing and wash before reuse
P370 + P378 - In case of fire: Use dry chemical, carbon dioxide, or foam to extinguish
P391 - Collect spillage
P403 + P235 - Store in a well-ventilated place. Keep cool
P501 - Dispose of contents/ container to an approved waste disposal plant

Guide to Abbreviations:
ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; GHS = Globally Harmonized System; HPR = Hazardous Products Regulations; IARC = International Agency for Research on Cancer; INSHT = National Institute for Health and Safety at Work; IOPC = International Oil Pollution Compensation; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

Disclaimer of Expressed and implied Warranties:
The information presented in this Safety Data Sheet is based on data believed to be accurate as of the date this Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license.

Safety Data Sheet

According to OSHA HCS 2012 (29 CFR 1910.1200), Health Canada HPR (SOR/2015-17), and Mexico NOM-018-STPS-2015

SECTION 1: Identification

Product Identifier	**Unbranded Conventional Gasoline**
Other means of identification	Gasoline, Unleaded, Conventional (All Grades) Gasoline, Low Sulfur Unleaded (All Grades) Gasoline Treated as Blendstock (GTAB)
Code	**724020**
Issue date	17-May-2019
MARPOL Annex I Category	Gasoline and Spirits
Relevant identified uses	Fuel
Uses advised against	All others
24 Hour Emergency Phone Number	CHEMTREC: 1-800-424-9300 CHEMTREC Mexico 01-800-681-9531 CHEMTREC Global +1 703 527 3887

Manufacturer/Supplier	**SDS Information**
Phillips 66 Company	URL: www.phillips66.com/SDS
P.O. Box 421959	Phone: 800-762-0942
Houston, Texas 77242-1959	Email: SDS@P66.com

SECTION 2: Hazard identification

Classified Hazards

H224 -- Flammable liquids -- Category 1
H304 -- Aspiration Hazard -- Category 1
H315 -- Skin corrosion/irritation -- Category 2
H336 -- Specific target organ toxicity (single exposure) -- Category 3
H350 -- Carcinogenicity -- Category 1B
H411 -- Hazardous to the aquatic environment, chronic toxicity -- Category 2

Hazards Not Otherwise Classified (HNOC)

PHNOC: Electrostatic charge may be generated during pumping and other operations

HHNOC: None known

Label elements



DANGER

Extremely flammable liquid and vapor
May be fatal if swallowed and enters airways
Causes skin irritation
May cause drowsiness or dizziness
May cause cancer
Toxic to aquatic life with long lasting effects

Obtain special instructions before use; Do not handle until all safety precautions have been read and understood; Keep away from heat/sparks/open flames/hot surfaces. - No smoking; Keep container tightly closed; Ground/bond container and receiving equipment; Use explosion-proof electrical (ventilation and lighting) equipment; Use only non-sparking tools; Take precautionary measures against static discharge; Avoid breathing dust/fume/gas/mist/vapours/spray; Wash skin thoroughly after handling; Use only outdoors or in a well-ventilated area; Avoid release to the environment; Wear protective gloves/protective clothing and eye/face protection; IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician; IF INHALED: Remove person to fresh air and keep comfortable for breathing; Do NOT induce vomiting; IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower; If skin irritation occurs: Get medical advice/attention; Call a POISON CENTER or doctor/physician if you feel unwell; Take off contaminated clothing and wash before reuse; In case of fire: Use CO_2, dry chemical, or foam for extinction; Collect spillage; Dispose of contents/container to an approved waste disposal plant

SECTION 3: Composition/information on ingredients

Chemical Name	CASRN	Concentration
Gasoline	86290-81-5	100

Hazardous Constituent(s) Contained Within Above Complex Substance(s)

Chemical Name	CASRN	Concentration
Toluene	108-88-3	0-35
Xylenes (o-, m-, p- isomers)	1330-20-7	0-15
Benzene	71-43-2	0-5
n-Hexane	110-54-3	0-5
Ethylbenzene	100-41-4	0-5

[1] All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

SECTION 4: First aid measures

Eye Contact: If irritation or redness develops from exposure, flush eyes with clean water. If symptoms persist, seek medical attention.

Skin Contact: Remove contaminated shoes and clothing, and flush affected area(s) with large amounts of water. If skin surface is damaged, apply a clean dressing and seek medical attention. If skin surface is not damaged, cleanse affected area(s) thoroughly by washing with mild soap and water or a waterless hand cleaner. If irritation or redness develops, seek medical attention. Wash contaminated clothing before reuse. If product is injected into or under the skin, or into any part of the body, regardless of the appearance of the wound or its size, the individual should be evaluated immediately by a physician. (see Note to Physician)

Inhalation: If respiratory symptoms develop, move victim away from source of exposure and into fresh air in a position comfortable for breathing. If breathing is difficult, oxygen or artificial respiration should be administered by qualified personnel. If symptoms persist, seek medical attention.

Ingestion: Aspiration hazard: Do not induce vomiting or give anything by mouth because this material can enter the lungs and cause severe lung damage. If victim is drowsy or unconscious and vomiting, place on the left side with the head down. If possible, do not leave victim unattended and observe closely for adequacy of breathing. Seek medical attention.

Most important symptoms and effects, both acute and delayed: Effects of overexposure can include slight irritation of the respiratory tract, nausea, vomiting, and signs of nervous system depression (e.g., headache, drowsiness, dizziness, loss of coordination, disorientation and fatigue). Continued exposure to high concentrations can result in vomiting, cardiac irregularities and sudden loss of consciousness. Prolonged or repeated contact may dry skin and cause irritation

Notes to Physician: Epinephrine and other sympathomimetic drugs may initiate cardiac arrhythmias in persons exposed to high concentrations of hydrocarbon solvents (e.g., in enclosed spaces or with deliberate abuse). The use of other drugs with less arrhythmogenic potential should be considered. If sympathomimetic drugs are administered, observe for the development of cardiac arrhythmias.

When using high-pressure equipment, injection of product under the skin can occur. In this case, the casualty should be sent immediately to the hospital. Do not wait for symptoms to develop. High-pressure hydrocarbon injection injuries may produce substantial necrosis of underlying tissue despite an innocuous appearing external wound. These injuries often require extensive emergency surgical debridement and all injuries should be evaluated by a specialist in order to assess the extent of injury. Early surgical treatment within the first few hours may significantly reduce the ultimate extent of injury.

Federal regulations (29 CFR 1910.1028) specify medical surveillance programs for certain exposures to benzene above the action level or PEL (specified in Section (i)(1)(i) of the Standard). In addition, employees exposed in an emergency situation shall, as described in Section (i)(4)(i), provide a urine sample at the end of the shift for measurement of urine phenol.

SECTION 5: Firefighting measures

NFPA 704: National Fire Protection Association

Health: 1 **Flammability:** 3 **Instability:** 0



0 = minimal hazard
1 = slight hazard
2 = moderate hazard
3 = severe hazard
4 = extreme hazard

Extinguishing Media: Dry chemical, carbon dioxide, or foam is recommended. Water spray is recommended to cool or protect exposed materials or structures. Carbon dioxide can displace oxygen. Use caution when applying carbon dioxide in confined spaces. Simultaneous use of foam and water on the same surface is to be avoided as water destroys the foam. Water may be ineffective for extinguishment, unless used under favorable conditions by experienced fire fighters.

Specific hazards arising from the chemical

Unusual Fire & Explosion Hazards: Extremely flammable This material can be ignited by heat, sparks, flames, or other sources of ignition (e.g., static electricity, pilot lights, mechanical/electrical equipment, and electronic devices such as cell phones, computers, calculators, and pagers which have not been certified as intrinsically safe) Vapors may travel considerable distances to a source of ignition where they can ignite, flash back, or explode. May create vapor/air explosion hazard indoors, in confined spaces, outdoors, or in sewers. This product will float and can be reignited on surface water. Vapors are heavier than air and can accumulate in low areas. If container is not properly cooled, it can rupture in the heat of a fire.

Hazardous Combustion Products: Combustion may yield smoke, carbon monoxide, and other products of incomplete combustion. Oxides of nitrogen and sulfur may also be formed.

Special protective actions for fire-fighters: For fires beyond the initial stage, emergency responders in the immediate hazard area should wear protective clothing. When the potential chemical hazard is unknown, in enclosed or confined spaces, a self contained breathing apparatus should be worn. In addition, wear other appropriate protective equipment as conditions warrant (see Section 8). Isolate the hazard area and deny entry to unnecessary and unprotected personnel. Stop spill/release if it can be done safely. Move undamaged containers from immediate hazard area if it can be done safely. Water spray may be useful in minimizing or dispersing vapors and to protect personnel. Avoid spreading burning liquid with water used for cooling purposes. Cool equipment exposed to fire with water, if it can be done safely.

See Section 9 for Flammable Properties including Flash Point and Flammable (Explosive) Limits

SECTION 6: Accidental release measures

Personal precautions, protective equipment and emergency procedures: Extremely flammable Spillages of liquid product will create a fire hazard and may form an explosive atmosphere. Keep all sources of ignition and hot metal surfaces away from spill/release if safe to do so. The use of explosion-proof electrical equipment is recommended. Stay upwind and away from spill/release. Avoid direct contact with material. For large spillages, notify persons down wind of the spill/release, isolate immediate hazard area and keep unauthorized personnel out. Wear appropriate protective equipment, including respiratory protection, as conditions warrant (see Section 8). See Sections 2 and 7 for additional information on hazards and precautionary measures.

Environmental Precautions: Stop and contain spill/release if it can be done safely. Prevent spilled material from entering sewers, storm drains, other unauthorized drainage systems, and natural waterways. Use foam on spills to minimize vapors Use water sparingly to minimize environmental contamination and reduce disposal requirements. If spill occurs on water notify appropriate authorities and advise shipping of any hazard. Spills into or upon navigable waters, the contiguous zone, or adjoining shorelines that cause a sheen or discoloration on the surface of the water, may require notification of the National Response Center (phone number 800-424-8802).

Methods and material for containment and cleaning up: Notify relevant authorities in accordance with all applicable regulations. Immediate cleanup of any spill is recommended. Dike far ahead of spill for later recovery or disposal. Absorb spill with inert material such as sand or vermiculite, and place in suitable container for disposal. If spilled on water remove with appropriate methods (e.g. skimming, booms or absorbents). In case of soil contamination, remove contaminated soil for remediation or disposal, in accordance with local regulations.

Recommended measures are based on the most likely spillage scenarios for this material; however local conditions and regulations may influence or limit the choice of appropriate actions to be taken. See Section 13 for information on appropriate disposal.

SECTION 7: Handling and storage

Precautions for safe handling: Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Take precautionary measures against static discharge. Use only non-sparking tools. Wear protective gloves/protective clothing/eye protection/face protection. Wash thoroughly after handling. Use good personal hygiene practices and wear appropriate personal protective equipment (see section 8). Extremely Flammable. May vaporize easily at ambient temperatures. The vapor is heavier than air and may create an explosive mixture of vapor and air. Beware of accumulation in confined spaces and low lying areas. Open container slowly to relieve any pressure. The use of explosion-proof electrical equipment is recommended and may be required (see appropriate fire codes). Refer to NFPA-70 and/or API RP 2003 for specific bonding/grounding requirements. Do not enter confined spaces such as tanks or pits without following proper entry procedures such as ASTM D-4276 and 29CFR 1910.146. Do not wear contaminated clothing or shoes. Keep contaminated clothing away from sources of ignition such as sparks or open flames.

High pressure injection of hydrocarbon fuels, hydraulic oils or greases under the skin may have serious consequences even though no symptoms or injury may be apparent. This can happen accidentally when using high pressure equipment such as high pressure grease guns, fuel injection apparatus or from pinhole leaks in tubing of high pressure hydraulic oil equipment.

For use as a motor fuel only. Do not use as a solvent due to its flammable and potentially toxic properties. Siphoning by mouth can result in lung aspiration which can be harmful or fatal. The use of hydrocarbon fuel in an area without adequate ventilation may result in hazardous levels of incomplete combustion products (e.g. carbon monoxide, oxides of sulfur and nitrogen, benzene and other hydrocarbons) and/or dangerously low oxygen levels. Gasoline engine exhaust contains hazardous combustion products and has been identified as a possible cancer hazard. Exposure should be minimized to reduce potential risk.

Static Accumulation Hazard: Electrostatic charge may accumulate and create a hazardous condition when handling this material. To minimize this hazard, bonding and grounding of tanks, transfer piping, and storage tank level floats are necessary but may not, by themselves, be sufficient. Review all operations which have the potential of generating and accumulating an electrostatic charge and/or a flammable atmosphere (including tank and container filling, splash filling, tank cleaning, sampling, gauging, switch loading, filtering, mixing, agitation, and vacuum truck operations) and use appropriate mitigating procedures. Special care should be given to ensure that special slow load procedures for "switch loading" are followed to avoid the static ignition hazard that can exist when higher flash point material (such as fuel oil or diesel) is loaded into tanks previously containing low flash point products (such as gasoline or naphtha). For more information, refer to OSHA Standard 29 CFR 1910.106, 'Flammable and Combustible Liquids', National Fire Protection Association (NFPA 77, 'Recommended Practice on Static Electricity', and/or the American Petroleum Institute (API) Recommended Practice 2003, 'Protection Against Ignitions Arising Out of Static, Lightning, and Stray Currents'.

Conditions for safe storage: Keep container(s) tightly closed and properly labeled. Use and store this material in cool, dry, well-ventilated areas away from heat, direct sunlight, hot metal surfaces, and all sources of ignition. Store only in approved containers. Post area "No Smoking or Open Flame." Keep away from any incompatible material (see Section 10). Protect container(s) against physical damage. Outdoor or detached storage is preferred. Indoor storage should meet OSHA standards and appropriate fire codes. Portable Containers: Static electricity may ignite gasoline vapors when filling portable containers. To avoid static buildup do not use a nozzle lock open device. Use only approved containers for the storage of gasoline. Place the container on the ground before filling. Keep the nozzle in contact with the container during filling. Do not fill any portable container in or on a vehicle or marine craft.

"Empty" containers retain residue and may be dangerous. Do not pressurize, cut, weld, braze, solder, drill, grind, or expose such containers to heat, flame, sparks, or other sources of ignition. They may explode and cause injury or death. "Empty" drums should be completely drained, properly bunged, and promptly shipped to the supplier or a drum reconditioner. All containers should be disposed of in an environmentally safe manner and in accordance with governmental regulations.

SECTION 8: Exposure controls/personal protection

Occupational exposure limits
The following constituents are the only constituents of the product which have a PEL, TLV or other recommended exposure limit. At this time, the other constituents have no known exposure limits.

Chemical Name	ACGIH	OSHA	Mexico	Phillips 66
Gasoline	TWA-8hr: 300 ppm STEL: 500 ppm	Carcinogen	TWA-8hr: 300 ppm (VLE-PPT) STEL: 500 ppm (PPT-CT) Carcinogen	TWA-8hr: 0.5 ppm STEL: 2.5 ppm Skin (with > 0.1% Benzene)

Toluene	TWA-8hr: 20 ppm	TWA-8hr: 200 ppm Ceiling: 300 ppm	TWA-8hr: 20 ppm (VLE-PPT) Carcinogen Skin	TWA-8hr: 20 ppm
Xylenes (o-, m-, p- isomers)	TWA-8hr: 100 ppm STEL: 150 ppm	TWA-8hr: 100 ppm TWA-8hr: 435 mg/m³	TWA-8hr: 100 ppm (VLE-PPT) STEL: 150 ppm (PPT-CT) Carcinogen	TWA-8hr: 100 ppm STEL: 150 ppm Skin
Benzene	TWA-8hr: 0.5 ppm STEL: 2.5 ppm Skin	TWA-8hr: 10 ppm applies to industry segments exempt from the benzene standard at 29 CFR 1910.1028 TWA-8hr: 1 ppm STEL: 5 ppm Ceiling: 25 ppm Carcinogen	TWA-8hr: 0.5 ppm (VLE-PPT) STEL: 2.5 ppm (PPT-CT) Carcinogen Skin	TWA-8hr: 0.5 ppm STEL: 2.5 ppm Skin Carcinogen
n-Hexane	TWA-8hr: 50 ppm Skin	TWA-8hr: 500 ppm TWA-8hr: 1800 mg/m³	TWA-8hr: 50 ppm (VLE-PPT) Skin	TWA-8hr: 50 ppm Skin
Ethylbenzene	TWA-8hr: 20 ppm	TWA-8hr: 100 ppm TWA-8hr: 435 mg/m³ Carcinogen	TWA-8hr: 20 ppm (VLE-PPT) Carcinogen	TWA-8hr: 20 ppm Skin

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information.

Biological occupational exposure limits		
Chemical Name	**ACGIH**	**Mexican NOM-047-SSA1-2011**
Toluene	Toluene in blood: 0.02 mg/L (prior to last shift of workweek) Toluene in urine: 0.03 mg/L (end of shift) o-Cresol with hydrolysis in urine: 0.3 mg/g creatinine (end of shift)	o-Cresol in urine: 0.5 mg/L (end of work shift) Hippuric acid in urine: 1.6 g/g creatinine (end of work shift) Toluene in blood: 0.05 mg/L (before last shift at end of work week)
Xylenes (o-, m-, p-isomers)	Methylhippuric acids in urine: 1.5 g/g creatinine (end of shift)	Methylhippuric acids in urine: 1.5 g/g creatinine (end of work shift)
Benzene	S-Phenylmercapturic acid in urine: 25 µg/g creatinine (end of shift) t,t-Muconic acid in urine: 500 µg/g creatinine (end of shift)	S-Phenylmercapturic acid in urine: 25 µg/g creatinine (end of work shift) t,t-Muconic acid in urine: 500 µg/g creatinine (end of work shift)
n-Hexane	2,5-Hexanedione without hydrolysis in urine: 0.5 mg/L (end of shift)	2,5-Hexanedione without hydrolysis in urine: 0.4 mg/L (end of shift at end of work week)
Ethylbenzene	Sum of mandelic acid and phenylglyoxylic acid in urine: 0.15 g/g creatinine (end of shift)	Sum of mandelic acid and phenylglyoxylic acid in urine: 0.7 g/g creatinine (end of shift at end of work week) Ethylbenzene in exhaled air: (not critical)

Note: State, local or other agencies or advisory groups may have established more stringent limits. Consult an industrial hygienist or similar professional, or your local agencies, for further information --- = None

Engineering controls: If current ventilation practices are not adequate to maintain airborne concentrations below the established exposure limits, additional engineering controls may be required.

Eye/Face Protection: The use of eye protection that meets or exceeds ANSI Z.87.1 is recommended to protect against potential eye contact, irritation, or injury. Depending on conditions of use, a face shield may be necessary.

Skin/Hand Protection: The use of gloves impervious to the specific material handled is advised to prevent skin contact. Users should check with manufacturers to confirm the breakthrough performance of their products. Depending on exposure and use conditions, additional protection may be necessary to prevent skin contact including use of items such as chemical resistant boots, aprons, arm covers, hoods, coveralls, or encapsulated suits. Suggested protective materials: Nitrile rubber

Respiratory Protection: Where there is potential for airborne exposure above the exposure limit a NIOSH certified air purifying respirator equipped with organic vapor cartridges/canisters with R or P95 filters may be used. A respiratory protection program that meets or is equivalent to OSHA 29 CFR 1910.134 and ANSI Z88.2 should be followed whenever workplace conditions warrant a respirator's use. Air purifying respirators provide limited protection and cannot be used in atmospheres that exceed the maximum use concentration (as directed by regulation or the manufacturer's instructions), in oxygen deficient (less than 19.5 percent oxygen) situations, or under conditions that are immediately dangerous to life and health (IDLH).

If benzene concentrations equal or exceed applicable exposure limits, OSHA requirements for personal protective equipment, exposure monitoring, and training may apply (29CFR1910.1028 - Benzene).

Other Protective Equipment: Eye wash and quick-drench shower facilities should be available in the work area. Thoroughly clean shoes and wash contaminated clothing before reuse.

Suggestions provided in this section for exposure control and specific types of protective equipment are based on readily available information. Users should consult with the specific manufacturer to confirm the performance of their protective equipment. Specific situations may require consultation with industrial hygiene, safety, or engineering professionals.

SECTION 9: Physical and chemical properties

Note: Unless otherwise stated, values are determined at 20°C (68°F) and 760 mm Hg (1 atm). Data represent typical values and are not intended to be specifications.

Appearance: Clear to amber
Physical Form: Liquid
Odor: Gasoline
Odor Threshold: No data
pH: Not applicable
Vapor Density (air=1): >1
Upper Explosive Limits (vol % in air): 7.6
Lower Explosive Limits (vol % in air): 1.4
Evaporation Rate (nBuAc=1): >1
Particle Size: Not applicable
Percent Volatile: 100%
Flammability (solid, gas): Not applicable
Solubility in Water: Negligible

Flash Point: < -49 °F / < -45 °C
Test Method: (estimate)
Initial Boiling Point/Range: 80 - 440 °F / 27 - 227 °C
Vapor Pressure: 330-775 mm Hg / 6.4-15 psia (Reid VP) @ 100°F / 37.8°C
Partition Coefficient (n-octanol/water) (Kow): No data
Melting/Freezing Point: No data
Auto-ignition Temperature: 833 °F / 445 °C
Decomposition Temperature: No data
Specific Gravity (water=1): 0.72-0.75 @ 60°F (15.6°C)
Bulk Density: 6.17 lbs/gal
Viscosity: No data
Pour Point: No data

SECTION 10: Stability and reactivity

Reactivity: Not chemically reactive.

Chemical stability: Stable under normal ambient and anticipated conditions of use.

Possibility of hazardous reactions: Hazardous reactions not anticipated.

Conditions to avoid: Avoid high temperatures and all sources of ignition. Prevent vapor accumulation.

Incompatible materials: Avoid contact with strong oxidizing agents and strong reducing agents.

Hazardous decomposition products: Not anticipated under normal conditions of use.

SECTION 11: Toxicological information

Information on Toxicological Effects

Substance / Mixture

Acute Toxicity	Hazard	Additional Information	LC50/LD50 Data
Inhalation	Expected to have a low degree of toxicity by inhalation		>5.2 mg/L (vapor)
Dermal	Unlikely to be harmful		3.75 g/kg
Oral	Unlikely to be harmful		14 g/kg

Likely Routes of Exposure: Inhalation, eye contact, skin contact

Aspiration Hazard: May be fatal if swallowed and enters airways

Skin Corrosion/Irritation: Causes skin irritation. Repeated exposure may cause skin dryness or cracking.

Serious Eye Damage/Irritation: Causes mild eye irritation.

Skin Sensitization: Not expected to be a skin sensitizer.

Respiratory Sensitization: No information available.

Specific Target Organ Toxicity (Single Exposure): May cause drowsiness and dizziness.

Specific Target Organ Toxicity (Repeated Exposure): Not expected to cause organ effects from repeated exposure. Two year inhalation studies of wholly vaporized unleaded gasoline, and 90 days studies of various petroleum naphthas, did not produce significant target organ toxicity in laboratory animals. Nephropathy in male rats, characterized by the accumulation of alpha-2-u- globulin in epithelial cells of the proximal tubules was observed, however follow-up studies suggest that these changes are unique to the male rat.

Carcinogenicity: May cause cancer. Based on component information. Two year inhalation studies of vaporized unleaded gasoline produced an increased incidence of kidney tumors in male rats and liver tumors in female mice. Repeated skin application of various petroleum naphthas in mice for two years resulted in an increased incidence of skin tumors but only in the presence of severe skin irritation. Follow-up mechanistic studies suggest that the occurrence of these tumors may be the consequence of promotional processes and not relevant to human risk assessment. Epidemiology data collected from a study of more than 18,000 petroleum marketing and distribution workers showed no increased risk of leukemia, multiple myeloma, or kidney cancer from gasoline exposure. Unleaded gasoline has been identified as a possible carcinogen by the International Agency for Research on Cancer.

Germ Cell Mutagenicity: Not expected to cause heritable genetic effects. Gasoline was negative in microbial mutagenicity and unscheduled DNA tests in rat hepatocytes. Gasoline did not induce chromosome aberrations in vivo in rat bone marrow cells and was negative in a mouse dominant lethal assay.

Reproductive Toxicity: Not expected to cause reproductive toxicity. Based on component information. No evidence of developmental toxicity was found in pregnant laboratory animals (rats and mice) exposed to high vapor concentrations of unleaded gasoline and petroleum naphthas via inhalation. A two-generation reproductive toxicity study of vapor recovery gasoline did not adversely affect reproductive function or offspring survival and development.

Other Comments: Gasoline engine exhaust has been classified by the International Agency for Research on Cancer (IARC) as possibly carcinogenic to human.

Information on Toxicological Effects of Components

Toluene

Carcinogenicity: Exposure of rats and mice to toluene at concentrations ranging from 120-1200 ppm for two years did not demonstrate evidence of carcinogenicity. Toluene has not been listed as a carcinogen by IARC.

Reproductive Toxicity: Exposure to toluene during pregnancy has demonstrated limited evidence of developmental toxicity in laboratory animals. Decreased fetal body weight and increased skeletal variations in both inhalation and oral studies, but only at doses that were maternally toxic. No fetal toxicity was seen at doses that were not maternally toxic. Decreased sperm counts have been observed in male rats in the absence of a reduction in fertility. Toluene has been reported to cause mental or growth retardation in the children of solvent abusers who directly inhale toluene during pregnancy.

Target Organ(s): Epidemiology studies suggest that chronic occupational overexposure to toluene may damage color vision. Subchronic and chronic inhalation studies with toluene produced kidney and liver damage, hearing loss and central nervous system (brain) damage in laboratory animals. Intentional misuse by deliberate inhalation of high concentrations of toluene has been shown to cause liver, kidney, and central nervous system damage, including hearing loss and visual disturbances.

Xylenes (o-, m-, p- isomers)

Reproductive Toxicity: Both mixed xylenes and the individual isomers produced limited evidence of developmental toxicity in laboratory animals. Inhalation and oral administration of xylene resulted in decreased fetal weight, increased incidences of delayed ossification, skeletal variations and resorptions, but no evidence of teratogenicity.

Target Organ(s): Rats exposed to xylenes at 800, 1000 or 1200 ppm 14 hours daily for 6 weeks demonstrated high frequency hearing loss. Another study in rats exposed to 1800 ppm 8 hours daily for 5 days demonstrated middle frequency hearing loss.

Benzene

Carcinogenicity: Benzene is an animal carcinogen and is known to produce acute myelogenous leukemia (a form of cancer) in humans. Benzene has been identified as a human carcinogen by IARC, the US National Toxicology Program and the US-Occupational Safety and Health Administration.

Reproductive Toxicity: Some studies in occupationally exposed women have suggested benzene exposure increased risk of miscarriage and stillbirth and decreased birth weight and gestational age. The size of the effects detected in these studies was small, and ascertainment of exposure and outcome in some cases relied on self-reports, which may limit the reliability of these

results.
Target Organ(s): Prolonged or repeated exposures to benzene vapors can cause damage to the blood and blood forming organs, including disorders like leukopenia, thrombocytopenia, and aplastic anemia.
Germ Cell Mutagenicity: Benzene exposure has resulted in chromosomal aberrations in human lymphocytes and animal bone marrow cells. Exposure has also been associated with chromosomal aberrations in sperm cells in human and animal studies.

n-Hexane

Reproductive Toxicity: Prolonged exposure to high concentrations of n-hexane (>1,000 ppm) resulted in decreased sperm count and degenerative changes in the testes of rats but not those of mice.
Target Organ(s): Excessive exposure to n-hexane can result in peripheral neuropathies. The initial symptoms are symmetrical sensory numbness and paresthesias of distal portions of the extremities. Motor weakness is typically observed in muscles of the toes and fingers but may also involve muscles of the arms, thighs and forearms. The onset of these symptoms may be delayed for several months to a year after the beginning of exposure. The neurotoxic properties of n-hexane are potentiated by exposure to methyl ethyl ketone and methyl isobutyl ketone.

Ethylbenzene

Carcinogenicity: Rats and mice exposed to 0, 75, 250, or 750 ppm ethyl benzene in a two year inhalation study demonstrated limited evidence of kidney, liver, and lung cancer. Ethyl benzene has been listed as a possible human carcinogen by IARC.
Target Organ(s): In rats and mice exposed to 0, 75, 250, or 750 ppm ethyl benzene in a two year inhalation study there was mild damage to the kidney (tubular hyperplasia), liver (eosinophilic foci, hypertrophy, necrosis), lung (alveolar epithelium metaplasia), thyroid (hyperplasia), thyroid (hyperplasia) and pituitary (hyperplasia). In animal models (particularly rats), ethyl benzene affects the auditory function mainly in the cochlear mid-frequency range and ototoxicity was observed after combined exposure to noise and ethyl benzene. There is no evidence of either ethyl benzene-induced hearing losses or ototoxicity with combined exposure to ethyl benzene and noise in workers.

SECTION 12: Ecological information



GHS Classification:
H411 -- Hazardous to the aquatic environment, chronic toxicity -- Category 2
Toxic to aquatic life with long lasting effects.

Toxicity: Acute aquatic toxicity studies on samples of gasoline and naphtha streams show acute toxicity values greater than 1 mg/L and mostly in the range 1-100 mg/L. These tests were carried out on water accommodated fractions, in closed systems to prevent evaporative loss. Results are consistent with the predicted aquatic toxicity of these substances based on their hydrocarbon composition. These substances should be regarded as toxic to aquatic organisms, with the potential to cause long term adverse effects in the aquatic environment.

Persistence and Degradability: The hydrocarbons in this material are not readily biodegradable but are regarded as inherently biodegradable since their hydrocarbon components can be degraded by microorganisms.

Persistence per IOPC Fund definition: Non-Persistent

Bioaccumulative Potential: Log Kow values measured for the hydrocarbon components of this material range from 3 to greater than 6 and therefore are regarded as having the potential to bioaccumulate. In practice, metabolic processes or physical properties may prevent this effect or limit bioavailability.

Mobility in Soil: On release to water, hydrocarbons will float on the surface and since they are sparingly soluble, the only significant loss is volatilization to air. In air, these hydrocarbons are photodegraded by reaction with hydroxyl radicals with half lives varying from 6.5 days for benzene to 0.5 days for n-dodecane.

Other adverse effects: None anticipated.

SECTION 13: Disposal considerations

The generator of a waste is always responsible for making proper hazardous waste determinations and needs to consider state and local requirements in addition to federal regulations. This material, if discarded as produced, would not be a federally regulated RCRA "listed" hazardous waste. However, it would likely be identified as a federally regulated RCRA hazardous waste for the following characteristic(s) shown below. See Sections 7 and 8 for information on handling, storage and personal protection and Section 9 for physical/chemical properties. It is possible that the material as produced contains constituents which are not

required to be listed in the SDS but could affect the hazardous waste determination. Additionally, use which results in chemical or physical change of this material could subject it to regulation as a hazardous waste.Container contents should be completely used and containers should be emptied prior to discard. Container residues and rinseates could be considered to be hazardous wastes.

EPA Waste Number(s)
- D001 - Ignitability characteristic
- D018 - Benzene

SECTION 14: Transport information

UN Number: UN1203
UN proper shipping name: Gasoline
Transport hazard class(es): 3
Packing Group: II
Environmental Hazards: Marine pollutant - Environmentally Hazardous
Special precautions for user: *If transported in bulk by marine vessel in international waters, product is being carried under the scope of MARPOL Annex I.*
Container(s) greater than 5 liters (liquids) or 5 kilograms (solids), shipped by water mode and ALL bulk shipments may require the shipping description to contain the "Marine Pollutant" notation [49 CFR 172.203(l)] and the container(s) to display the [Marine Pollutant Mark] [49 CFR 172.322].
Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code: Not applicable

SECTION 15: Regulatory information

CERCLA/SARA - Section 302 Extremely Hazardous Substances and TPQs (in pounds)
This material does not contain any chemicals subject to the reporting requirements of SARA 302 and 40 CFR 372.

CERCLA/SARA - Section 311/312 (Title III Hazard Categories)
US EPA has published a final rule aligning hazardous chemical reporting under sections 311 and 312 of the Emergency Planning and Community Right-to-Know Act (EPCRA) with OSHA HCS. See Section 2 for hazard classifications under EPCRA.

CERCLA/SARA - Section 313 and 40 CFR 372
This material contains the following chemicals subject to the reporting requirements of Section 313 of SARA Title III and 40 CFR 372:

Chemical Name	Concentration	de minimis
Toluene	0-35	1.0%
Xylenes (o-, m-, p- isomers)	0-15	1.0%
Benzene	0-5	0.1%
Benzene, 1,2,4-trimethyl-	0-5	1.0%
n-Hexane	0-5	1.0%
Ethylbenzene	0-5	0.1%
Cyclohexane	0-2	1.0%

[1] All concentrations are percent by weight unless ingredient is a gas. Gas concentrations are in percent by volume.

EPA (CERCLA) Reportable Quantity (in pounds)
EPA's Petroleum Exclusion applies to this material - (CERCLA 101(14)).

California Proposition 65

WARNING. This product can expose you to chemicals including Benzene (CASRN 71-43-2), Ethylbenzene (CASRN 100-41-4), Cumene (CASRN 98-82-8) and Unleaded gasoline (wholly vaporized) which are known to the State of California to cause cancer, and Benzene (CASRN 71-43-2), Toluene (CASRN 108-88-3) and n-Hexane (CASRN 110-54-3) which are known to the State of California to cause birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov. Gasoline engine exhaust is on the Proposition 65 list of chemicals known to the State of California to cause cancer.

International Inventories
All components are either listed on the US TSCA Inventory, or are not regulated under TSCA.

All components are either on the DSL, or are exempt from DSL listing requirements.

SECTION 16: Other information

Issue date	Previous Issue Date:	SDS Number	Status:
17-May-2019	07-Feb-2019	724020	FINAL

Revised Sections or Basis for Revision:
Exposure limits (Section 8)

Mexican NOM-018-STPS-2015:
The information within is considered correct but is not exhaustive and will be used for guidance only, which is based on the current knowledge of the substance or mixture and is applicable to the appropriate safety precautions for the product.

Precautionary Statements:
P201 - Obtain special instructions before use
P202 - Do not handle until all safety precautions have been read and understood
P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking
P233 - Keep container tightly closed
P240 - Ground/bond container and receiving equipment
P241 - Use explosion-proof electrical/ ventilating/ lighting/ equipment
P242 - Use only non-sparking tools
P243 - Take precautionary measures against static discharge
P261 - Avoid breathing dust/fume/gas/mist/vapors/spray
P264 - Wash skin thoroughly after handling
P271 - Use only outdoors or in a well-ventilated area
P273 - Avoid release to the environment
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301 + P310 - IF SWALLOWED: Immediately call a POISON CENTER or doctor/physician
P331 - Do NOT induce vomiting
P303 + P361 + P353 - IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower
P304 + P340 - IF INHALED: Remove person to fresh air and keep comfortable for breathing
P312 - Call a POISON CENTER or doctor if you feel unwell
P362 - Take off contaminated clothing and wash before reuse
P370 + P378 - In case of fire: Use dry chemical, carbon dioxide, or foam to extinguish
P391 - Collect spillage
P403 + P235 - Store in a well-ventilated place. Keep cool

Guide to Abbreviations:
ACGIH = American Conference of Governmental Industrial Hygienists; CASRN = Chemical Abstracts Service Registry Number; CEILING = Ceiling Limit (15 minutes); CERCLA = The Comprehensive Environmental Response, Compensation, and Liability Act; EPA = Environmental Protection Agency; GHS = Globally Harmonized System; HPR = Hazardous Products Regulations; IARC = International Agency for Research on Cancer; INSHT = National Institute for Health and Safety at Work; IOPC = International Oil Pollution Compensation; LEL = Lower Explosive Limit; NE = Not Established; NFPA = National Fire Protection Association; NTP = National Toxicology Program; OSHA = Occupational Safety and Health Administration; PEL = Permissible Exposure Limit (OSHA); SARA = Superfund Amendments and Reauthorization Act; STEL = Short Term Exposure Limit (15 minutes); TLV = Threshold Limit Value (ACGIH); TWA = Time Weighted Average (8 hours); UEL = Upper Explosive Limit; WHMIS = Worker Hazardous Materials Information System (Canada)

Disclaimer of Expressed and implied Warranties:
The information presented in this Safety Data Sheet is based on data believed to be accurate as of the date this Safety Data Sheet was prepared. HOWEVER, NO WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY OTHER WARRANTY IS EXPRESSED OR IS TO BE IMPLIED REGARDING THE ACCURACY OR COMPLETENESS OF THE INFORMATION PROVIDED ABOVE, THE RESULTS TO BE OBTAINED FROM THE USE OF THIS INFORMATION OR THE PRODUCT, THE SAFETY OF THIS PRODUCT, OR THE HAZARDS RELATED TO ITS USE. No responsibility is assumed for any damage or injury resulting from abnormal use or from any failure to adhere to recommended practices. The information provided above, and the product, are furnished on the condition that the person receiving them shall make their own determination as to the suitability of the product for their particular purpose and on the condition that they assume the risk of their use. In addition, no authorization is given nor implied to practice any patented invention without a license. Except to the extent required by law, re-publication or retransmission of this document, in whole or part, is not permitted.

JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-079/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (in its entirety.)

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** Suggested Language Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. <u>Suggested Language:</u> Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - 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 <u>31 U.S.C. 1352</u>. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** <u>Required Certification:</u> CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	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 *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor Tri-con Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jody Spoonemore

Signature of Contractor's Authorized Official

jody Spoonemore

Name and Title of Contractor's Authorized Official

01-12-26

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Tri-con Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Jody Spoonemore

Signature of Contractor's Authorized Official

Jody Spoonemore

Name and Title of Contractor's Authorized Official

01-12-26

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Jody Spoonemore

Signature of Contractor's Authorized Official

Jody Spoonemore

Name and Title of Contractor's Authorized Official

01-12-26

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent**, by email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, **January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES

570
FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1407072

Date Filed:
01/12/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Tri-con Inc.
Beaumont, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County Purchasing Dept

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB-25-079/CG
Motor fuel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Jody Shoulemone, and my date of birth is 01-21-1968.

My address is 7075 W. Port Arthur Rd, Beaumont, TX, 77705, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 12 day of Jan, 2026.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional Insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County

Bidder's Company/Business Name: Tri-Con Inc.

Bidder's TAX ID Number: 74-1647339

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: jody Spoonemore **Title:** Sales Representative

Phone Number (with area code): 409-835-2237 Ext 115

Alternate Phone Number if available (with area code): 409-782-9548

Fax Number (with area code): 409-835-1925

Email Address: jodyspoonemore@triconinc.org

Mailing Address (Please provide a <u>physical address for bid bond return</u>, if applicable):

7076 West Port Arthur Road
Address

Beaumont, Texas 77705
City, State, Zip Code

REQUIRED FORM
<u>Bidder</u>: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-079/CG.

Scope of Project:

Vendor shall provide motor fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

The County shall reserve the right to award to one successful bidder for tank wagon loads. Partial bids will not be considered.

Bidder shall include brand names or trade names of products offered on the bid blank.

Delivery

Delivery of motor fuel shall be to storage tanks located throughout Jefferson County, with delivery prepaid and allowed, and unloading charges for the account of the seller. Delivery locations are listed on page 16 of these specifications.

Taxes/Fees

Jefferson County does not pay federal tax on gasoline.

The County is exempt from State Gasoline Tax following passage of H.B.1109.

The County is subject to Petroleum Product Delivery Fees.

Petroleum Product Delivery Fee Schedule

Gasoline		Diesel	
0-2499 gallons	$25.00	0-2499 gallons	$25.00
2500-4999 gallons	$50.00	2500-4999 gallons	$50.00
5000-6999 gallons	$75.00	5000-7999 gallons	$75.00
7000-10,000 gallons	$100.00	8000-10,000 gallons	$100.00

Bidders are reminded to list the fee as a separate line item charge and to identify it on the invoice as "Reimbursement for Petroleum Delivery Fee." Invoice the fees as separate items. **Do not include these fees in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

Approximate Annual Usage

Items listed on page 46 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis**, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

General Specification

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:

   a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.

   b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.

   c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

   d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.

2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**

3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.

4. The official reference for prices for fuel delivered under this specification shall be **the Oil Price Information Service (OPIS) PADD 3 REPORT,** published weekly by United Communications Group, 4550 Montgomery Avenue, Suite 700, N. Bethesda, MD 20814. This publication lists weekly and daily average prices, in cents per gallon, F.O.B. Beaumont, TX, excluding taxes, for the three grades of motor fuel listed in the Technical Specification below.

5. **Prices bid shall be expressed as equal to or a differential of, in cents per gallon, either more or less, the OPIS PADD 3 report daily average prices published for Beaumont, TX. RACK PRICES ARE NOT ACCEPTABLE.**

6. Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department. The weekly prices for these orders shall be on the following basis:

   a. OPIS averages are published daily.

   b. The reports are normally available the following business day.

   c. The prior days report will be the reference for prices for all purchases made.

7. Price quotes shall be for tank wagon loads delivered to the following County locations:

Item	Delivery Locations	Tank Capacity (gallons)
1	Jefferson County Correctional Facility (Diesel/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	2,500
2	Jefferson County Correctional Facility (Unleaded Gasoline/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	6,000
3	Jack Brooks Regional Airport (Diesel/Above Ground) 5000 Jerry Ware Drive, Beaumont TX 77705	1,000
4	Road & Bridge, Precinct 1 (Diesel/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
5	Road & Bridge, Precinct 1 (Unleaded Gasoline/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
6	Road & Bridge, Precinct 2 (Diesel/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
7	Road & Bridge, Precinct 2 (Unleaded Gasoline/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
8	Road & Bridge, Precinct 3 (Diesel/Above Ground) Highway 124 Stockpile, Hamshire TX 77622	1,000
9	Road & Bridge, Precinct 3 (Diesel/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	5,000
10	Road & Bridge, Precinct 3 (Unleaded Gasoline/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	3,000
11	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
12	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
13	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) Port of Beaumont, Beaumont TX 77701	1,000
14	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) 5950 South 1st Avenue, Sabine Pass TX 77655	8,000
15	Jefferson County Subcourthouse (Unleaded Gasoline/Above Ground) 525 Lakeshore Drive, Port Arthur TX 77640	2,000

The County can furnish the successful bidder copies of the underground storage tank requirements for the applicable tanks.

Additional locations may be added during disasters/emergencies.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

   If delivery truck is not equipped with a meter, the driver shall notify a representative of Jefferson County at the delivery location upon arrival. The Jefferson County representative shall measure the level of fuel in the tank before and after the deliver is made, to ensure that an accurate delivery amount is recorded. Both measurements, as well as the signatures of the driver and the Jefferson County representative, shall be recorded on the bill of lading or delivery ticket.

9. **Estimated consumption of tank wagon delivery product is as follows: (FY 2025)**

Unleaded gasoline	207,817 gallons
No. 2 Diesel	66,989 gallons

   These figures are estimates only. No promise is made or implied that these quantities will be purchased.

10. **Technical Specification:**

Gasoline: Gasoline shall be petroleum motor fuels satisfactory for use in gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

Item 1.	Unleaded Gasoline, Regular Grade Minimum Octane Rating R+M/2=87
Item 2.	Unleaded Gasoline, Medium Grade Minimum Octane Rating R+M/2=89
Item 3.	Unleaded Gasoline, Premium Grade Minimum Octane Rating R+M/2=93
Item 4.	No. 2 Diesel Fuel

Diesel fuel shall be petroleum fuel for use in Diesel internal combustion engines. Fuel supplied under this specification shall meet minimum standards prescribed by the American Society of Testing and Materials for number 2-4 fuel (ASTM D-975) and shall meet or exceed the following minimum criteria:

API specific gravity	30 min
Flash point, PM	125 degrees F min
Viscosity CST @ 104 degrees F (40 degrees C)	1.9 – 3.4
Color, ASTM	2.0 max
Cloud point	0 – 16 degrees F
Sulfur, by percentage weight	0.5% max
Cetane Index	40 minimum
Water & sediment, percentage by volume	0.05%
Distillation temperature	
10% point	470 degrees F max
50% point	540 degrees F max
90% point	640 degrees F max
End point	675 degrees F max
Copper strip corrosion 3 hrs. @ 122 degrees F	1 B max
Carbon residue	0.35 max

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

TriCon Inc.
Company Name

P.O. Box 20555
Address

Beaumont, Texas 77705
City State Zip

Jody Spoonemore
Signature of Person Authorized to Sign

Jody Spoonemore
Printed Name

Sales Representative
Title

For clarification of this offer, contact:

Jody Spoonemore/Sles Representative
Name & Title

409-835-2237 409-835-1925
Phone Fax

jodyspoonemore@triconinc.org
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 25-079/CG, Term Contract for Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**

ATTEST:

Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

Note to bidders: Minimum order bids are <u>not acceptable</u>.

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline- Regular Grade 87 Octane	Global	+.0645	$ 1.6857
2	Unleaded Gasoline- Medium Grade 89 Octane	Global	+.0645	$ 1.9527
3	Unleaded Gasoline- Premium Grade 93 Octane	Global	+.0645	$ 2.1829
4	No. 2 Diesel	Global	+.0645	$ 2.1734

Unit price based on OPIS daily average 01-12-26

* Bidder will supply the quantity of the requested item required to meet the specifications.

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
<u>Bidder</u>: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: Orange county

Address: 812 N 16th Street Orange, TX 77630

Contact Person and Title: Tim Funchess

Phone: 409-882-7902 Fax: 409-670-4106

Email Address: tfunchess @co.orange.tx.us Contract Period: Active

Scope of Work: Fuel & lubricants

REFERENCE TWO

Government/Company Name: Jefferson Co.unty DD #6

Address: 6550 Walden road, Beaumont, TX 77707

Contact Person and Title: Karen Stewart

Phone: 409-842-3616 Fax:

Email Address: kstewart@dd6.org Contract Period: Active

Scope of Work: Fuel & lubricants

REFERENCE THREE

Government/Company Name: Lower Neches Valley Authority

Address: 7850 Eastex Freeway Beaumont, TX 77708

Contact Person and Title: David Marceaux

Phone: 408-892-4011 Fax:

Email Address: dmarceaux@lnva.org Contract Period: Active

Scope of Work: Fuel & lubricants

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? .....**Yes** ☒ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Tri-Con Inc.	Jody Spoonemore
Bidder (Entity Name)	Signature
7076 W. Port Arthur Road/ P.O. box 20555	Jody Spoonemore
Street & Mailing Address	Print Name
Beaumont, Texas 77720	01-12-26
City, State & Zip	Date Signed
409-835-2237	409-835-1925
Telephone Number	Fax Number
jodyspoonemore@triconinc.org	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Jody Spoonemore

Signature of Contractor's Authorized Official

Jody Spoonemore/Sales Representative

Name and Title of Contractor's Authorized Official *(Please Print)*

01-12-26

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☐ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☐ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☐ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
☐ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☐ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

Jody Spoonemore
Printed Name of Authorized Representative

Jody Spoonemore
Signature

Sales Representative
Title

01-12-26
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that Tri-Con Inc. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76*-1647339
Company Name submitting bid/proposal:	Tri-Con Inc.
Mailing address:	P.O. Box 20555 Beaumont, TX 77720
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
See attached	

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, Jody Spoonemore, the undersigned representative of (company or business name) Tri-Con Inc. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Jody Spoonemore
Signature of Company Representative

2-9-26
Date

On this 9th day of February, 2026, personally appeared

Jody Spoonemore, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Paula Cooper
Notary Signature

2-9-26
Date

Paula Cooper
My Commission Expires
3/20/2027
Notary ID 7118932

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Jody Spoonemore (name), who

after being by me duly sworn, did depose and say:

"I, jbdy Spoonemore (name) am a duly authorized officer of/agent

for Tri-con Inc. (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Tri-Con Inc. (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Tri-Con Inc.

Fax: 409-835-1925 Telephone# 409-835-2237

by: Jody Spoonemore (print name) Title: Sales Representative

Signature: Jody Spoonemore

SUBSCRIBED AND SWORN to before me by the above-named

Jody Spoonemore on

this the 9th day of February, 2026.

Paula Cooper

Notary Public in and for the State of Texas

Paula Cooper
My Commission Expires
3/20/2027
Notary ID 7118932

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

Tri-Con, Inc

LOCATION	ACCOUNT #	CITY/COUNTY	ADDRESS
BULK PLANT	233220-000-058900-00000-5	JEFF CNTY	7076 W Port Arthur Road
BULK PLANT	700000-000-625001-00000-6	JEFF CNTY	7076 W Port Arthur Road
EM #4	300044-000- 001100-00000-2	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	300044-000-001000-00000-4	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	300044-000-001105-00000-1	JEFF CNTY	11755 Hwy 105, Beaumont
EM #4	700000-000-197002-00000	JEFF CNTY	11755 Hwy 105, Beaumont
EM #6	071425-000-000100-00000-1	JEFF CNTY	3181 Saba Lane, Pt Neches
EM #6	700000-000-622386-00000	JEFF CNTY	3181 Saba Lane, Pt Neches
4455 WASHINGTON	036050-000-006100-00000-5	JEFF CNTY	4455 Washington, Beaumont
EM #10	036050-000-006000-00000-7	JEFF CNTY	2210 IH10 South, Beaumont
EM #10	700000-000-195763-00000-0	JEFF CNTY	2210 IH10 South, Beaumont
EM #10 Subway	700000-000-583091-00000-0	JEFF CNTY	2210 IH10 South, Beaumont
EM #11	300459-000-002500-00000-2	JEFF CNTY	4095 Dowlen Road, Beaumont
EM #11	700000-000-622383-00000	JEFF CNTY	4095 Dowlen Road, Beaumont
EM #15	032700-000-000700-00000-2	JEFF CNTY	5710 Hwy 105, Beaumont
EM #15	700000-000-622388-00000	JEFF CNTY	5710 Hwy 105, Beaumont
EM #18	049401-000-060800-00000-3	JEFF CNTY	2357 Hwy 69, Nederland
EM #18	700000-000-622392-00000-2	JEFF CNTY	2357 Hwy 69, Nederland
EM #19	049400-000-048831-00000-7	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #19	049400-000-048805-00100-0	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #19	700000-000-622393-00000-0	JEFF CNTY	2920 Jimmy Johnson Blvd, Pt Arthur
EM #20	021850-000-013400-00000-0	JEFF CNTY	3980 Eastex Freeway, Beaumont
EM #20	700000-000-622389-00000-8	JEFF CNTY	3980 Eastex Freeway, Beaumont
EM#23	067550-000-000100-00000-2	JEFF CNTY	910 S Major Drive, Beaumont
EM #23	700000-000-622396-00000-0	JEFF CNTY	910 S Major Drive, Beaumont
EM#25	039130-000-000100-00000	JEFF CNTY	3649 Gulfway Drive, Pt Arthur
EM#25	700000-000-622403-00000-0	JEFF CNTY	3649 Gulfway Drive, Pt Arthur
EM#26	049402-000-025600-00000	JEFF CNTY	5410 Parkway Street, Groves
EM#26	700000-000-622397-00000-0	JEFF CNTY	5410 Parkway Street, Groves
EM#27	002250-000-001100-00000	JEFF CNTY	3911 Pure Atlantic, Groves
EM#27	700000-000-622398-00000-0	JEFF CNTY	3911 Pure Atlantic, Groves
EM#28 (1655)	235222-000-004800-00000	JEFF CNTY	1755 E Cardinal Drive, Beaumont
EM#28 (1655)	700000-000-622402-00000-0	JEFF CNTY	1755 E Cardinal Drive, Beaumont
EM#29	233220-000-007400-00000	JEFF CNTY	1650 W Cardinal Drive, Beaumont
EM#29	700000-000622399-00000-0	JEFF CNTY	1650 W Cardinal Drive, Beaumont
EM#30	231218-000-012600-00000	JEFF CNTY	255 Dowlen Road, Beaumont
EM#30	700000-000-622401-00000-0	JEFF CNTY	255 Dowlen Road, Beaumont
ROYAL STOP	300056-000-016200-00000	JEFF CNTY	8350 Gladys Street, Beaumont
ROYAL STOP	700000-000-622394-00000-8	JEFF CNTY	8350 Gladys Street, Beaumont
EASTEX/DELAWARE	021750-000-003800-00000	JEFF CNTY	2790 Eastex Frwy, Beaumont

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-079/CG**
IFB TITLE:	**Term Contract for Motor Fuel for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**1**
ISSUED (DATE):	**January 9, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor question and Bid Opening Location change.

Bids will be publicly opened and read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the bid due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Authorized Signature (Respondent)

Witness

Sales Representative

Title of Person Signing Above

Witness

Jody Prowell DBE

Typed Name of Business or Individual

Approved by ____ Date: _____

P.O. Box 2655 Bmt, Tx. 77720

Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** Is the #2 diesel fuel on road or off road?
   Answer: The #2 diesel fuel is on road.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	**IFB 25-079/CG**
IFB TITLE:	**Term Contract for Motor Fuel for Jefferson County**
IFB DUE BY:	**11:00 am, CST, Wednesday, February 11, 2026**
ADDENDUM NO.:	**2**
ISSUED (DATE):	**January 26, 2026**

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda.* For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by ____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

TRI-CON INC

Typed Name of Business or Individual

7075 W. Pt. Arthur Rd. Bmt. TX. 77705

Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question**: For the benchmark are you looking for Gross OPIS Daily Average Beaumont for the day of delivery, which this report comes out each morning at 10am?
   Answer: See Section 4: General Specifications #4, #5 & #6 on page 44 of the Specifications for IFB 25-079/CG

2. **Question:** Can we please get a copy of the previous bid tabulations?
   Answer: See Attachment A

3. **Question** What is the average size of delivery per location per fuel?
   Answer: We do not track this information. You can request this information from the current Vendor at their discretion.

4. **Question** Do you typically order all fuel products at one time per location?
   Answer: Fuel is ordered as needed. Orders vary.

5. **Question** Can we please get a copy of a current invoice with backup provided by your current supplier for each fuel?
   Answer: See Attachment B

6. **Question:** Are you currently an OPIS subscriber?
   Answer: OPIS subscription is the responsibility of the vendor.

7. **Question:** Can you provide a monthly gallon estimate for all locations?
   Answer: See Attachment C for the total fuel ordered by month for FY 2025. Please note that this is for historical reference only. Fuel is ordered as needed and varies by location and depends on multiple factors.

8. **Question:** Can you provide the bid tabulations from previous bids?
   Answer: See Question and answer 2

9. **Question:** Will the separate locations order fuel at the same time or independently?
   Answer: Each location orders fuel independently based on their individual needs.

10. **Question:** Can we base our pricing on OPIS Daily Beaumont Rack average?
    Answer: See Question and Answer 1

Attachment A

Final Tabulation

IFB 21-001/YS, Term Contract for Motor Fuel for Jefferson County In Accordance with Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

Bids Opened: 11:00 am, Friday, February 19, 2021

Item	Description	C&I Oil Company, Inc +/- Factor Brand	Midtex Oil, LP +/- Factor Brand	Spidle Oil Co. +/- Factor Brand	Tri-Con, Inc. +/- Factor Brand
1	Unleaded Gasoline Regular Grade 87 Octane	+.12 unbranded/non-ethanol	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
2	Unleaded Gasoline Medium Grade 89 Octane	+.12 unbranded/non-ethanol	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
3	Unleaded Gasoline Premium Grade 93 Octane	+.12 (*91 octane) unbranded/non-ethanol	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
4	No. 2 Diesel	+.12 Citgo unbranded	+.0700 unbranded*	+.065 unbranded	+.0749 unbranded
		C&I Oil Company, Inc 6050 College Street Beaumont TX 77707 ph: 409-833-6331 Attn: Donovan Weldon II dweldon2@doll.com	Midtex Oil, LP 12583 Highway 90 West Beaumont TX 77713 ph: 979-482-6998/409-866-0333 fx: 409-866-4505 Attn: Deana Clanton deana@midtexoil.com	Spidle Oil Co. 401 West 19th Street Port Arthur TX 77641 ph: 409-727-4400 fx: 409-985-5695 Attn: William Spidle spidleoil@yahoo.com	Tri-Con Inc. PO Box 20538 Beaumont TX 77720 ph: 409-835-2237 ext 118 fx: 409-838-1625 Attn: Jody Spoonemore jodyspoonemore@triconinc.org

* unbranded fuel suppliers Midtex uses are: Atlas, Bunker One, Global, NGL, Motiva, Valero, and US Oil

Attachment B

Spidle & Spidle Inc

Port Arthur, Texas 77641
P. O. Box 782

409-727-4400

Invoice

Date	Invoice #
1/2/2026	209495

Bill To

Jefferson County Auditors Office
1149 Pearl Street
Beaumont, TX 77701
Pays NO sales tax
Cert Exp- 1-31-26 Texas 77701 USA

Ship To

Jefferson County Prect#4
Boyt road Call 30 minB4
Beaumont Texas
Rowena 434-5400
Opis +.065

P.O. No.	Terms	SIGNED STMT#	TX TAXPAYER #
096606			74-6000291-2

Quantity	Description	Rate	Amount
1,050	#2 Low Sulfer Clear Diesel Fuel	2.1188	2,224.74

Gauge before and after
Master eter before and after
Take a picture

OK A.J. 1-12-26

Line 4 entered
1-8-26 KvB
114-0405-431.30-34
096606

Boyt Service Center

JAN 08 2026

Received

Mitten Zaun 1/9/26

Thank You for your business and have a great day

Total $2,224.74

Spidle & Spidle Inc

Port Arthur, Texas 77641
P. O. Box 782

409-727-4400

Invoice

Date	Invoice #
1/2/2026	209494

Bill To

Jefferson County Auditors Office
1149 Pearl Street
Beaumont, TX 77701
Pays NO sales tax
Cert Exp- 1-31-26 Texas 77701 USA

Ship To

Jefferson County Prect#4
Boyt road Call 30 minB4
Beaumont Texas
Rowena 434-5400
Opis +.065

P.O. No.	Terms	SIGNED STMT#	TX TAXPAYER #
096604			74-6000291-2

Quantity	Description	Rate	Amount
550	87 Octane E10R up to 10% ethanol Gasohol,3,NA1203,II	1.7241	948.26

Gauge before and after
take a picture
master before and after

OK 1-12-26

Line 4 entered
1-8-26 KwB
114-0405-431.30-37
096604

Boyt Service Center
JAN 08 2026
Received

Milton Gary 1/9/26

Thank You for your business and have a great day

Total $948.26

Attachment C

FY 2025	Diesel ordered (gal)	Unleaded ordered (gal)
October 2024	3,398	14,518
November 2024	8,022	21,435
December 2024	4,143	13,126
January 2025	3,495	12,285
February 2025	5,485	18,180
March 2025	5,711	15,990
April 2025	4,877	15,691
May 2025	4,854	19,214
June 2025	8,559	20,968
July 2025	6,764	19,153
August 2025	7,881	21,075
September 2025	3,800	16,178
Total:	**66,989 Gallons**	**207,817 gallons**

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Invitation for Bids

January 6, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.** Specifications for this project may be obtained from the Jefferson County website, https://jeffersoncountytx.gov/Purchasing/ or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	**Term Contract for Motor Fuel for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
BID NUMBER:	**IFB 25-079/CG**
DUE BY TIME/DATE:	**11:00 AM CT, Wednesday, February 11, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these bid requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise: January 7, 2026
Port Arthur News: January 10, 2026
The Examiner:
January 8, 2026 & January 15, 2026

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet (in its entirety.)

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://jeffersoncountytx.gov/Purchasing/

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.
All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.
The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.
Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.
A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.
Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.
Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.
All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.
The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.
Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.
Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.
Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.
Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.
All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.
Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.
Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.
Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.
A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid

price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder **must** clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal office working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The Contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.
Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.
Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.
A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.
All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.
In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay Subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.
Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.
The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.
No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of

Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or Subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor

representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, Subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within **90** days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's

supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://jeffersoncountytx.gov/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas.
"Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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 incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3

	In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. **Applicability** **This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.** Required Language Compliance with the Contract Work Hours and Safety Standards Act. 1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section. 3. *Withholding for unpaid wages and liquidated damages.* The (insert	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

	name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section. 4. *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section. **For contracts that are only subject to Contract Work Hours and Safety Standards Act and are not subject to the other statutes in 29 C.F.R. § 5.1 where an additional contract provision is required, FEMA suggests including the language below.** <u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> 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 <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Suggested Language: Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive 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

	Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	(implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)

Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	2 CFR 200.323; Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962)
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement	

	or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:	2 CFR 200.216

	(1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If	2 CFR 200.336

	paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) These business types are solicited whenever they are deemed eligible as potential sources; (3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (4) Establishing delivery schedules (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds	2 CFR 200.334; and 200.337

	must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation. Suggested Language for All Procurements: a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. d. In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that	United States Code 19 U.S.C. 2511

	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 *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor_____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and Contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all Contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the Contractor agrees as follows:

1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions **supersede** General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this Specifications Packet (**in its entirety.**)

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. https://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, February 11, 2026.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2026):

~~January 1, 2026 (Thursday) - New Year's~~
January 19 (Monday) - Martin Luther King, Jr. Day
April 3 (Friday) - Good Friday
May 25 (Monday) - Memorial Day
June 19 (Friday) - Juneteenth
July 3 Observed (Friday) - Independence Day
September 7 (Monday) - Labor Day
November 11 (Wednesday) - Veteran's Day
November 26 & 27 (Thursday & Friday) - Thanksgiving
December 24 & 25 (Thursday & Friday) Christmas

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent**, by email at: deb.clark@jeffersoncountytx.gov.
The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, **January 23, 2026.**

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.
However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department **with bid submission.**

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

A sample of a completed FORM 1295 is included on **PAGE 36**.

FORM 1295 Implementation Background:
In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:
- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2026-1418272

Date Filed:
02/09/2026

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Spidle & Spidle Inc
Port Arthur, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County Auditors

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
IFB 25-079/CG
Fuel

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Spidle & Spidle Inc	Port Arthur , TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is William D Spidle, and my date of birth is 5-3-1959

My address is 3680 Innsbrook, Beaumont (city), TX (state), 77707 (zip code), USA (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson County, State of Texas, on the 9 day of Feb (month), 2026 (year).

Signature of authorized agent of contracting business entity
(Declarant)

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:
Jefferson County Auditing Department
Attention: Accounts Payable
1149 Pearl Street, 7th floor
Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):
Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.

11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above**.

11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **11.1. – 11.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.

11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

BIDDER INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 25-079/CG) Term Contract for Motor Fuel for Jefferson County

Bidder's Company/Business Name: Spidle & Spidle, Inc

Bidder's TAX ID Number: 74-1703-344

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: William Spidle **Title:** President

Phone Number (with area code): 409-727-4400

Alternate Phone Number if available (with area code): 409-460-6334

Fax Number (with area code): _____

Email Address: Spidleoil@yahoo.com

Mailing Address (Please provide a physical address for bid bond return, if applicable):

401 W. 19th Street
Address

Port Arthur, Texas 77640
City, State, Zip Code

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or via email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or by email at: deb.clark@jeffersoncountytx.gov. Please reference Bid Number: IFB 25-079/CG.

Scope of Project:

Vendor shall provide motor fuel for Jefferson County for daily business, and in times of Emergency or Natural Disaster subject to the terms and conditions stated herein for a period of one year beginning on or about Date of Award.

The County shall reserve the right to award to one successful bidder for tank wagon loads. Partial bids will not be considered.

Bidder shall include brand names or trade names of products offered on the bid blank.

Delivery

Delivery of motor fuel shall be to storage tanks located throughout Jefferson County, with delivery prepaid and allowed, and unloading charges for the account of the seller. Delivery locations are listed on page 16 of these specifications.

Taxes/Fees

Jefferson County does not pay federal tax on gasoline.

The County is exempt from State Gasoline Tax following passage of H.B.1109.

The County is subject to Petroleum Product Delivery Fees.

Petroleum Product Delivery Fee Schedule

Gasoline		Diesel	
0-2499 gallons	$25.00	0-2499 gallons	$25.00
2500-4999 gallons	$50.00	2500-4999 gallons	$50.00
5000-6999 gallons	$75.00	5000-7999 gallons	$75.00
7000-10,000 gallons	$100.00	8000-10,000 gallons	$100.00

Bidders are reminded to list the fee as a separate line item charge and to identify it on the invoice as "Reimbursement for Petroleum Delivery Fee." Invoice the fees as separate items. **Do not include these fees in your bid.** Successful bidder shall negotiate a 6416 agreement whereby the bidder will not charge the County for federal excise tax and the County will allow the bidder to collect a refund from the Internal Revenue Service. **Therefore, do not bid federal excise tax.**

Approximate Annual Usage

Items listed on page 46 indicate our approximate annual usage. No promise is made or implied that these quantities will be purchased. Orders will be placed on an **as-needed basis**, delivered to various locations in Jefferson County, for the duration of the contract. Purchase Orders will be released to the successful bidder(s) as required. **Minimum Orders Are Not Acceptable.**

Contract

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

General Specification

1. It is understood and agreed that independent laboratory tests and analysis may be required under the following conditions:

   a. Independent laboratory test may be made from samples taken at destination. The County shall select the testing laboratory.

   b. If the results of such test and analysis reveal the samples submitted meet the technical specifications below, Jefferson County will bear the cost of such test and analysis.

   c. If the results of such test and analysis reveal the samples submitted do not meet the technical specifications below, the cost of such tests and analysis shall be for the successful bidder's account, and the successful bidder shall make satisfactory adjustment for all product delivered which does not comply with the County's technical specifications.

   d. The results of the foregoing tests and analysis shall be furnished to the successful bidder and to Jefferson County.

2. The Contractor shall make adjustment and allowance in gallonage of gasoline to compensate for change in temperature of gasoline, i.e., Contractor must show temperature of gasoline at loading point at the time the gasoline was unloaded onto the transport and must show the correction and adjustment made in gallonage delivered to the County using 60 degrees F as normal temperature reading. **Such corrections and adjustment will be shown on 5,000 gallons or more on invoice billing to the County.**

3. The successful bidder shall exercise extreme care at all time during delivery to ensure all safety precautions are met.

4. The official reference for prices for fuel delivered under this specification shall be **the Oil Price Information Service (OPIS) PADD 3 REPORT,** published weekly by United Communications Group, 4550 Montgomery Avenue, Suite 700, N. Bethesda, MD 20814. This publication lists weekly and daily average prices, in cents per gallon, F.O.B. Beaumont, TX, excluding taxes, for the three grades of motor fuel listed in the Technical Specification below.

5. **Prices bid shall be expressed as equal to or a differential of, in cents per gallon, either more or less, the OPIS PADD 3 report daily average prices published for Beaumont, TX. RACK PRICES ARE NOT ACCEPTABLE.**

6. Deliveries will not be made unless a purchase order has been issued by the Jefferson County Purchasing Department. The weekly prices for these orders shall be on the following basis:

   a. OPIS averages are published daily.

   b. The reports are normally available the following business day.

   c. The prior days report will be the reference for prices for all purchases made.

7. Price quotes shall be for tank wagon loads delivered to the following County locations:

Item	Delivery Locations	Tank Capacity (gallons)
1	Jefferson County Correctional Facility (Diesel/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	2,500
2	Jefferson County Correctional Facility (Unleaded Gasoline/Below Ground) 5030 Highway 69 South, Beaumont TX 77705	6,000
3	Jack Brooks Regional Airport (Diesel/Above Ground) 5000 Jerry Ware Drive, Beaumont TX 77705	1,000
4	Road & Bridge, Precinct 1 (Diesel/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
5	Road & Bridge, Precinct 1 (Unleaded Gasoline/Above Ground) 1290 Highway 90, Beaumont TX 77713	2,000
6	Road & Bridge, Precinct 2 (Diesel/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
7	Road & Bridge, Precinct 2 (Unleaded Gasoline/Above Ground) 7759 Viterbo Road, Beaumont TX 77705	2,000
8	Road & Bridge, Precinct 3 (Diesel/Above Ground) Highway 124 Stockpile, Hamshire TX 77622	1,000
9	Road & Bridge, Precinct 3 (Diesel/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	5,000
10	Road & Bridge, Precinct 3 (Unleaded Gasoline/Above Ground) 5700 Jade Avenue, Port Arthur TX 77640	3,000
11	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
12	Road & Bridge, Precinct 4 (Diesel/Above Ground) 7780 Boyt Road, Beaumont TX 77713	2,000
13	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) Port of Beaumont, Beaumont TX 77701	1,000
14	Sheriff's Department Marine Division (Unleaded Gasoline/Above Ground) 5950 South 1st Avenue, Sabine Pass TX 77655	8,000
15	Jefferson County Subcourthouse (Unleaded Gasoline/Above Ground) 525 Lakeshore Drive, Port Arthur TX 77640	2,000

The County can furnish the successful bidder copies of the underground storage tank requirements for the applicable tanks.

Additional locations may be added during disasters/emergencies.

8. **Successful bidder shall make deliveries within 24 hours of order.** Transport delivery vehicles shall be equipped with meters capable of printing registrations on the invoice before and after delivery. The amount delivered shall be so recorded on each delivery ticket.

   If delivery truck is not equipped with a meter, the driver shall notify a representative of Jefferson County at the delivery location upon arrival. The Jefferson County representative shall measure the level of fuel in the tank before and after the deliver is made, to ensure that an accurate delivery amount is recorded. Both measurements, as well as the signatures of the driver and the Jefferson County representative, shall be recorded on the bill of lading or delivery ticket.

9. **Estimated consumption of tank wagon delivery product is as follows: (FY 2025)**

Unleaded gasoline	207,817 gallons
No. 2 Diesel	66,989 gallons

   These figures are estimates only. No promise is made or implied that these quantities will be purchased.

10. **Technical Specification:**

Gasoline: Gasoline shall be petroleum motor fuels satisfactory for use in gasoline-powered internal combustion engines.

Grades of gasoline shall conform to the following formulas:

Item 1.	Unleaded Gasoline, Regular Grade Minimum Octane Rating R+M/2=87
Item 2.	Unleaded Gasoline, Medium Grade Minimum Octane Rating R+M/2=89
Item 3.	Unleaded Gasoline, Premium Grade Minimum Octane Rating R+M/2=93
Item 4.	No. 2 Diesel Fuel

Diesel fuel shall be petroleum fuel for use in Diesel internal combustion engines. Fuel supplied under this specification shall meet minimum standards prescribed by the American Society of Testing and Materials for number 2-4 fuel (ASTM D-975) and shall meet or exceed the following minimum criteria:

API specific gravity	30 min
Flash point, PM	125 degrees F min
Viscosity CST @ 104 degrees F (40 degrees C)	1.9 – 3.4
Color, ASTM	2.0 max
Cloud point	0 – 16 degrees F
Sulfur, by percentage weight	0.5% max
Cetane index	40 minimum
Water & sediment, percentage by volume	0.05%
Distillation temperature	
10% point	470 degrees F max
50% point	540 degrees F max
90% point	640 degrees F max
End point	675 degrees F max
Copper strip corrosion 3 hrs. @ 122 degrees F	1 B max
Carbon residue	0.35 max

OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, _____, _____, _____.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

_____
Company Name

_____
Address

_____
City State Zip

_____
Signature of Person Authorized to Sign

_____
Printed Name

_____
Title

For clarification of this offer, contact:

_____
Name & Title

_____
Phone Fax

_____
E-mail

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Motor Fuel for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for two (2) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 25-079/CG, Term Contract for Motor Fuel for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge **JEFFERSON COUNTY, TEXAS**	**Date**

ATTEST:

Roxanne Acosta Hellberg, County Clerk **JEFFERSON COUNTY, TEXAS**	**Date**

BIDDER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

BID FORM

Note to bidders: Minimum order bids are not acceptable.

Item	Description	Brand	+/- Factor	Unit Price
1	Unleaded Gasoline- Regular Grade 87 Octane	UN	+0.065	$
2	Unleaded Gasoline- Medium Grade 89 Octane	UN	+0.065	$
3	Unleaded Gasoline- Premium Grade 93 Octane	UN	+0.065	$
4	No. 2 Diesel	UN	+0.065	$

* Bidder will supply the quantity of the requested item required to meet the specifications.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received_____

Addendum 2 _____ Date Received_____

Addendum 3 _____ Date Received_____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

REFERENCE ONE

Government/Company Name: City of Beaumont Transit Dept

Address: 550 Milam Beaumont, Texas

Contact Person and Title: Johnathan Clegg - / new Purchasing Mgr

Phone: 409-835-7895 Fax:

Email Address: Jclegg@beaumonttransit Contract Period: 1998-present

Scope of Work: Fuel / Lubricants

REFERENCE TWO

Government/Company Name: Orange County Drainage District

Address: 8081 Old Hwy 90 Orange, Texas 77630

Contact Person and Title: Joe Escobedo

Phone: 409-745-3362 Fax:

Email Address: jescobedo@ocddtx.com Contract Period:

Scope of Work: Fuels / Lubs

REFERENCE THREE

Government/Company Name: Pt Neches ISD

Address: 1506 Park Pt Neches Tx

Contact Person and Title: Kevin - mgr

Phone: 409-729-4141 Fax: 27 yrs +

Email Address: Contract Period:

Scope of Work: Fuel / lubricants

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... **Yes** ☐ **No** ☐

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Spidle & Spidle, Inc	William D. Spidle
Bidder (Entity Name)	Signature
401 W. 19th St P.O.Box 782	William D. Spidle
Street & Mailing Address	Print Name
Port Arthur, Texas 77640	2-8-26
City, State & Zip	Date Signed
409-727-4400	
Telephone Number	Fax Number
Spidleoil@yahoo.com	
E-mail Address	

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

NONE

4 ✓ _____ _____
Signature of vendor doing business with the governmental entity — Date

Adopted 8/7/2015

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

Date Received

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____ _____ _____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

Spidle oil will use our trucks and employees to deliver awarded fuel + lubricants

If "No" was selected, please explain and include any pertinent documentation with your bid.
If necessary, please use a separate sheet to answer the above questions.

William Spidle
Printed Name of Authorized Representative

Signature

President
Title

2-9-26
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: ☐ Yes ☐ No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
☐ Yes ☒ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: _____ Initials: _____

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: Bidder will not be using subcontractors

---

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All Subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☒ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: Bidder will not be using subcontractors

---

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required.** I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): William D. Spidle

Title: President

Signature: Will D L

Date: 2-8-21

E-mail address: Spidleoil@yahoo.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Melissa Pearson

Title: office manager

Date: _____

E-mail address: Spidleoil@yahoo.com

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident Bidder" refers to a person who is not a resident.

(4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that Spidle Oil [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	74-1703-344
Company Name submitting bid/proposal:	Spidle + Spidle, Inc
Mailing address:	P.O. Box 782 Port Arthur, Texas 77640
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
199418	401 W. 19th Street
	Port Arthur, Texas 77640

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

HOUSE BILL 89 VERIFICATION

I, William Spidle, the undersigned representative of (company or business name) Spidle + Spidle, Inc (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

2-9-2026
Date

On this 9th day of February, 2026 personally appeared

William Spidle, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Cathy H. Day
Notary Signature

CATHY H DAY
Notary Public, State of Texas
Comm. Expires 10-07-2029
Notary ID 126371629

2-9-2026
Date

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared William D. Spidle (name), who

after being by me duly sworn, did depose and say:

"I, William D. Spidle (name) am a duly authorized officer of/agent

for Spidle + Spidle, Inc (name of firm) and have been duly authorized to execute the

foregoing on behalf of the said Spidle + Spidle, Inc (name of firm).

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Spidle + Spidle, Inc

401 W. 14th St Port Arthur, Texas 77640

Fax: _____ Telephone# 409-727-4400

by: William D. Spidle (print name) Title: President

Signature: William D Spidle

SUBSCRIBED AND SWORN to before me by the above-named

William D. Spidle on

this the 9th day of February, 20 26

Cathy H Day

Notary Public in and for the State of Texas

CATHY H DAY
Notary Public, State of Texas
Comm. Expires 10-07-2029
Notary ID 126371629

REQUIRED FORM
Bidder: Please complete this form and include with bid submission.

CONTRACT FOR EMERGENCY DISASTER ASSISTANCE RECOVERY

THIS CONTRACT FOR EMERGENCY DISASTER ASSISTANCE entered into on this 17 day of February, 2026 (hereafter "Contract" or "Agreement"), by and between Jefferson County, Texas (hereafter the "Government"), represented herein by its authorized representative below, and DRC Emergency Services, LLC (hereafter "Contractor"), represented herein by its authorized representative below.

WITNESSETH that Government and Contractor, in consideration of the mutual covenants, promises and agreements set forth herein agree as follows:

SCOPE OF CONTRACT: The Contractor shall perform and provide all those services and work for the benefit of the Government in accordance with and as set forth in the "Contract Documents" defined below.

CONTRACT DOCUMENTS: The "Contract Documents" consist of:

(a) The Government's Request for Proposals designated as RFP No. 25-063/CG, all documents referenced therein, and any amendments thereto (collectively, the "RFP");

(b) The attached Exhibit "A" and,

(b) Contractor's Proposal submitted in response to the RFP.

CONTRACT TERM: See RFP.

All of the above-described Contract Documents are expressly adopted and incorporated herein by reference and form part of this Contract.

THUS DONE AND SIGNED, the parties have caused this Contract to be duly executed intending to be bound thereby on this 17 day of February 2026.

JEFFERSON COUNTY, TX

(Signature)

(Print Name)

DRC EMERGENCY SERVICES, LLC

(Signature)

Kristy Fuentes
Vice President, Treasurer, Secretary

(Print Name)

ATTEST

DATE 2/17/2026

COMMISSIONERS COURT JEFFERSON COUNTY, TEXAS

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

December 2, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals **(RFP 25-063/CG), Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. Specifications for this project may be obtained from the Jefferson County website,** https://jeffersoncountytx.gov/Purchasing/ **, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME:	**Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
PROPOSAL NUMBER:	**RFP 25-063/CG**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, January 14, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this bid.

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Port Arthur News:
December 3, 2025
The Examiner:
December 4, 2025 & December 11, 2025

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PROPOSAL SUBMITTAL CHECKLIST

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

☐ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

☐ An acknowledgment and/or response to each section of the proposal.

☐ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☐ Identification of three (3) entities for which the Proposer is providing or has provided Emergency Disaster Assistance Recovery Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☐ Completed and Signed FORM 1295.

☐ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

☐ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

☐ **One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Please read the "Proposal Submittal Checklist" included in this package.

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery Services.

The following items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; (3) the Contractor's Best and Final Offer; (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson County's interpretation shall govern.

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP will result in disqualification.

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are **required** to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: https://www.sam.gov

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may *initially* accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFP PROPOSAL SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require Form 1295 to include an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and o any qualified vendor is eligible for the contract
- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT.
JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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.

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), **Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.** Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an Insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public, Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

1.36.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that “Jefferson County as an additional insured” will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or

	all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Required Language

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
   $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The (insert 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. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. **This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.**	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders 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	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387

	regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

	3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.	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)

	Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or	

	suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (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	2 CFR 200.216

	support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) 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 Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained	2 CFR 200.334; and 200.337

for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

<u>Suggested Language for All Procurements:</u>

a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

	b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (6) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	d. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: 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	(1) The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor _____ certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official

_____

Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://jeffersoncountytx.gov/Purchasing/.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, January 14, 2025.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct all questions to Cindy Greene**,** Contract Specialist at 409-835-8593 or by email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.gov.

Courthouse Security:
All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

~~January 20 (Monday) - Martin Luther King, Jr. Day~~
~~April 18 (Friday) - Good Friday~~
~~May 26 (Monday) - Memorial Day~~
~~June 20 (Friday) - Juneteenth~~
~~July 4 (Friday) - Independence Day~~
~~September 1 (Monday) - Labor Day~~
~~November 11 (Tuesday) - Veteran's Day~~
~~November 27 & 28 (Thursday & Friday) - Thanksgiving~~
December 25 & 26 (Thursday & Friday) Christmas
January 1, 2026 (Thursday) - New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov or faxed at: 409-835-8456. If no answer in 72 hours, email **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, Monday, December 15, 2025.**

3.4 TENTATIVE SCHEDULE OF EVENTS

December 2, 2025	**Issuance of Request for Proposal**
January 14, 2026	**Deadline Submission (late proposals will not be considered)**
January 16, 2026	**Proposals distributed to Evaluation Committee**
January 23, 2026	**Evaluation Committee Convenes to Tabulate Scoring and Determines Short List**
January 30, 2026	**If Applicable: Conduct Interview/Best and Final Offer/Short List**
February 10, 2026	**Recommendation for Award**

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

A. Transmittal Letter

B. Table of Contents

C. Executive Summary

D. Proposer Identifying Information

E. Proposer Personnel and Organization

F. Cost Proposal Form (PAGE 61)

G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for (**90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than (**90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;

e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and

h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROPOSED SCOPE OF SERVICES

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

Contractor will agree to work alongside and cooperate with any state, federal or quasi-governmental agency, such as Agrilife or TDEM or their designees that may bring resources to assist with debris removal, damage assessments, etc.

Contractor is to ensure strict compliance to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

COUNTY BACKGROUND

Jefferson County covers approximately 1,100 square miles and has a population of 253,700. Jefferson County owns 165 buildings and has 1,123 employees.

TERMS

The selected contractor shall not begin any service resulting from this agreement without a Notice to Proceed or Purchase Order issued by Jefferson County. A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

It is the intent of the County to award a one (1) year contract with the possibility of two (2) one-year renewals, which shall commence immediately upon the County Commissioner's approval and signing of the contact. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

QUALIFICATIONS

The Contractor must, at a minimum, have performed at least three (3) debris removal, reductions, and operations in excess of 1,000,000 cubic yards, and provide references for the communities where these operations took place. At least two (2) of these operations must have been performed in the last eight (8) years.

The Contractor shall have at least ten (10) years of experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency/disaster type conditions.

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full-time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement

in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

Contractor is required to be registered with The System for Award Management (SAM) with an "active" status.

Subcontractors: Should subcontractors be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, Contractor shall provide all internal sub-contractor documentation for federal reimbursement review.

RECORDS RETENTION

Contractor is required to retain all records and files related to a DISASTER/EMERGENCY until the Jefferson County Auditing Department gives written permission to discard these materials.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of the Notice to Proceed, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

STRATEGIC PLANNING

The Contractor in conjunction with the EMC/EOC shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one USB flash thumb drive in Adobe Acrobat format to the County for approval prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the EMC/EOC prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

MOBILIZATION

The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

The County will release the equipment to the Contractor for deployment outside of Jefferson County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly,) of the Contractor's agreement for rental/lease. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event.

<u>The plan shall include:</u>

- Verification of primary transportation routes, which require clearing;
- Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);
- Placement of emergency power;
- Placement of immediate need sanitary portable facilities/portable housing facilities;
- Placement of immediate need reefer and refrigerator containers and initial ice supply;
- Placement of water trucks with potable water and emergency water; and
- Placement and operation of a temporary fleet maintenance facility.

The Contractor shall also be capable of deploying all resources for the following immediate need services within **twenty–four (24)** to **thirty–six (36)** hours following an event:

- Equipment for clearing transportation routes;
- Equipment and materials to provide emergency power at facilities deemed essential by the County;
- Portable facilities;
- Reefer and refrigerator containers with initial ice delivery;
- Potable water trucks and emergency bottled water;
- Temporary fleet maintenance;
- Traffic control and signage;
- and Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

<u>OBJECTIVE</u>

Jefferson County is seeking proposals from qualified Contractors to establish Emergency Disaster Assistance Recovery contract(s) for project management and various disaster related services. Services shall include, but not be limited to:

- Emergency Road Clearance
- Emergency Power Generators
- Temporary Satellite Communications
- Temporary Sanitary Facilities/Portable Housing Facilities
- Reefer and Refrigerator Container
- Potable Water Truck and Drinking Water (add water troughs)
- Mobile Fleet Repair Facilities, Technicians and Mechanics
- Canteen, Inclusive of Operation and Staffing
- Traffic Control and Signage

- Right of Way (ROW) Debris Removal
- Right of Entry (ROE) Debris Removal
- Tree, Tree Stump, and Tree Limb Removal
- Demolition of Structures
- Emergency Temporary Dry-in of Facilities
- Temporary Security Personnel
- Temporary Lighting
- Temporary Fueling Sites and Dispensing
- Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- Temporary Fencing
- Other Disaster Related Services: Waterway Debris Removal
- Cleaning of Storm Drains

The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

a. Debris Removal
   - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.

b. Ancillary Services
   - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

EMERGENCY ROAD CLEARANCE:

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by Jefferson County Emergency Management/Emergency Operations Center (EM/EOC). Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

The County will reimburse the contractor as follows:
County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor. Rate Schedule **(Item A).**

EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. **The Contractor shall contact Emergency Management Center (EMC)/Emergency Operations Center (EOC) staff before final location of generators are decided.**

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C).** The generators have been classified as "essential" and "as needed". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as needed" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff unless otherwise directed by the County.

The County may provide the Contractor with the County's emergency fuel vendors.

The County will be responsible for payment of fuel for the re-fueling of County-owned generators unless otherwise directed by the County. The Contractor will be responsible for payment of fuel for the generators rented by the County.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unity, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C).** The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SATELLITE COMMUNICATION:
The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.
The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications **(Item D).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

The Contractor shall provide essential self-contained temporary sanitary facilities and heavy-duty tents/canopies with portable evaporative coolers immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

- Comfort Station-10 stall units
- Comfort Station-26 ft .BT Unit
- Shower Units - 4 stall
- Shower Unit- 6 stall
- Shower Units -12 stall with 6 sinks
- Portable Laundry Facilities
- Heavy Duty Tents/Canopies with sides (16' x 32')
- Portable Evaporative Coolers for use with Heavy Duty Tents/Canopies

Waste products must be disposed at a legally operated disposal facility. Frequency of disposal will be determined by the County.

The County will reimburse the contractor as follows:
Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities **(Item E).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

Upon the request of the EMC/EOC, the Contractor shall provide a minimum of one (1) reefer trailer container, one (1) refrigerated container trailer immediately following a disaster event and one (1) refrigerated trailer truck shall be provided for **exclusive** use by the Morgue. A tracking system is required for trucks and trailers. Ice for the reefer trailer may be requested by the County.

The Morgue is located at 4381 W. Cardinal Drive, Beaumont, TX 77705. Contact is Helga Briscoe 409-924-1440.

Placement of trailers containers shall be as directed by the EMC/EOC.

The Contractor shall be responsible for fueling the Reefer and Refrigerator containers unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendor.

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment.

The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly, per Appendix A of the Cost Proposal section, Reefer and Refrigeration Containers w/Initial Ice Deliver **(Item F).** Contractor shall include cost for fueling, repairs, and maintenance in their cost proposal.

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:
Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendors. The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing pallets of emergency bottled water and sports drinks upon request by the County. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water, per Appendix A of the Cost Proposal section, Potable Water Truck and Drinking Water **(Item G).** Contractor shall include the cost for fueling, refilling trucks, maintenance, and repairs in the cost proposal. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County can at any time request a copy of the supplier's invoice for the pay request.

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

As directed by EMC/EOC, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

The County will reimburse the contractor as follows:
Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, per Appendix A of the Cost Proposal Section, Mobile Fleet Repair Facility **(Item H).** Contractor shall be compensated at a flat rate per hour for two different kinds of labor, skilled mechanic, and unskilled mechanic assistant. A flat rate per tire and a flat rate per battery. The County will compensate the Contractor for any additional materials/parts at a fixed percentage over their cost.

CANTEEN:

Jefferson County is currently under contract with a primary Canteen Services provider. However, Jefferson County may elect to have Mobile Canteen Services fulfilled by a secondary provider.

Should the Contractor (CATERER) under this RFP be elected to provide Mobile Canteen Services:

The Caterer shall recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively. The County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a "secondary provider" contractual agreement based on the terms in this RFP.

As directed by the EMC/EOC, the Caterer shall provide all labor, facilities, equipment, and staff required to provide a temporary mobile canteen for feeding County Employees, Mutual Aid Employees and small unincorporated communities in Jefferson County at remote locations in the County. Caterer shall provide meals, beverages, utensils, plastic bags for cleanup, other meal related supplies, meal catering services, staging of equipment, and clean up ("MEALS") for emergency workers in times of hurricanes and other natural or man-made disasters or emergencies ("DISASTERS").

Caterer will provide equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.

Caterer will employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.

Caterer must comply with current Health Ordinances.

The number of requested meals will be specified by the EMC/EOC. Meals to be prepared on site or delivered to one or more of the County's staging sites. The number of meals to be requested will be based on the nature and needs of the incident.

There will be 3 regular serving times per day.

- Breakfast: 7:00 AM daily
- Lunch: 12:00 Noon daily
- Dinner: 6:00 PM daily

Contractor shall comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean-up for as long as its services are required as a result of the Disaster.

Contractor shall respond to an activation request made by EMC/EOC and be prepared to serve the first MEALS **within twelve (12) hours** depending on the circumstances.

In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), the EMC/EOC will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period.

Caterer understands that providing MEALS requires the staging of equipment at remote sites in the County

Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.

Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.

Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by EMC/EOC) for each meal that is served and billed to Jefferson County.

County (EMC/EOC) agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.

County (EMC/EOC) agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements.

The County will reimburse the contractor as follows:

The County will compensate the Contractor based on flat fee per meal served for breakfast, lunch, dinner, including the condiments and drinks with a one-time mobilization cost for the mobile kitchen, per Appendix A of the Cost Proposal section, Canteen **(Item I)**.

Contractor should include the cost for labor/staffing the Canteen in the cost proposal. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

Emergency Menu Minimum Standards-

BREAKFAST

EVERYDAY: BREAKFAST SANDWICH/BURRITO, BOTTLED WATER

LUNCH

EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

DINNER

EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

TRAFFIC CONTROL AND SIGNAGE:

As directed by the EMC/EOC, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided. Quantities will be determined by the EMC/EOC:

- Safety Cade Type II Barricades with flashing lights
- DOT Black Base 36" traffic cones with two (2) each reflective bands
- Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs
- Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles
- A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.
The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

The County will reimburse the contractor as follows:
The Contractor shall be compensated at a fixed percentage over their cost, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control **(Item J).** The County can at any time request a copy of the supplier's invoice for the pay request.

RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The EMC/EOC and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* "Passes/Sweeps" refers to the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

Possible TDSRS Facilities:

Undeveloped Land	Undeveloped Land	Undeveloped Land
Owner: Jefferson County	Owner: Jefferson County	Owner:Jefferson County
Interstate 10 East at Major Drive	Highway 365 & Jade Road	Highway 73 and Big Hill Road
Size: 150 acres	Size: 20 acres	Size: 300 acres

Landfill sites:

Republic Services	Republic Services	Waste Management
5433 Labelle Road	2601 Jenkins Road	2175 West Cardinal Drive
Beaumont, TX 77705	Anahuac, TX 77514	Beaumont, TX 77701
409-242-4456	409-267-6666	409-842-0065

City of Beaumont Municipal Landfill	City of Port Arthur Sanitary Landfill
5895 Lafin	4732 Hwy 73
Beaumont, TX 77705	Beaumont, TX 77705
409-842-5686	409-736-1341

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of seven (7) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D);
- White goods (i.e. refrigerators, stoves, and other appliances).
- Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.
- Eligible Animal Carcasses
- Abandoned Vehicle

Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;
Reduction of debris at the TDSRS; and
Loading and transporting reduced debris to a lawful disposal site.
The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the seven (7) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The contractor will collect and remove vehicles that are severely damaged by the disaster event, and abandoned. The County will determine the vehicles to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing Contractor to remove and dispose of vehicle at appropriate site.

Price per pound for pick up and transporting eligible animal carcasses to an approved disposal site/facility per Jefferson County Livestock Officer and Jefferson County Public Health Department.

The County will reimburse the Contractor as follows:
One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K).**

RIGHT-OF-ENTRY DEBRIS REMOVAL (If implemented by the EMC/EOC):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of–Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K).**

TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump 4.5’ (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24” (inches) in diameter measured at 2’ (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6” (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal **(Item L).** The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

DEMOLITION OF STRUCTURES (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately-owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of–Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures **(Item M).**

EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.

- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors:

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows:

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item N).** The County can at any time request a copy of the supplier's invoice for the pay request.

TEMPORARY SECURITY PERSONNEL:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Cost Proposal Equipment/Labor Rate Schedule **(Item O).** The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY LIGHTING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item P).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The Contractor shall be responsible for fuel deliveries unless otherwise specified by the County.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item Q).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
The County will reimburse the contractor as follows:
Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).**

Unspecified Equipment – County will compensate the Contractor at a fixed percentage over their cost, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).**

TEMPORARY FENCING:

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item S).**

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land

edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the County. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The County will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel.

The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item T).**

CLEANING OF STORM DRAINS

Storm Drain Cleaning will be itemized by round culverts or box culvert. Work shall consist of all labor, equipment, fuel and other associated costs necessary to clean subsurface drainage structures of silt and debris to establish normal flow. Eligible silt and debris removed from drainage structures will be transported to a designated final disposal site (designated by EMC/EOC) in accordance with all federal, state, and local rules and regulations.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item U).**

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1.

6.4 LAWS AND REGULATIONS

The Emergency Disaster Assistance Recovery Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 61 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 61 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

COST PROPOSAL FORM: APPENDIX A

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	$_____	$_____	$_____
A.2	Self-Loading Prentice Truck 25 to yard dump body	$_____	$_____	$_____
A.3	Wheel Loader 2 ½ to 3 yard bucket	$_____	$_____	$_____
A.4	Wheel Loader 3 to 5 yard bucket	$_____	$_____	$_____
A.5	Tandem Dump Truck 16 to 20 yards	$_____	$_____	$_____
A.6	Mini Loader/Bobcat	$_____	$_____	$_____
A.7	Dozer/Cat D6 or equivalent	$_____	$_____	$_____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	$_____	$_____	$_____
A.9	Chainsaw with operator	$_____	$_____	$_____
A.10	Laborers	$_____	$_____	$_____
A.11	Four men crew with transportation	$_____	$_____	$_____
A.12	Three men crew with transportation	$_____	$_____	$_____
A.13	Two men crew with transportation	$_____	$_____	$_____
A.14	Supervisor with transportation	$_____	$_____	$_____
A.15	Safety Manager with transportation	$_____	$_____	$_____
A.16	Flagger for traffic control	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR *(Continued)*

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	$_____	$_____	$_____
A.18	Trash Transfer Trailer _____ yard with Tractor	$_____	$_____	$_____
A.19	Trash Transfer Trailer _____ yard with Tractor	$_____	$_____	$_____
A.20	Equipment Transports	$_____	$_____	$_____
A.21	Other Equipment:	$_____	$_____	$_____
A.22	Other Equipment:	$_____	$_____	$_____
A.23	Other Equipment:	$_____	$_____	$_____
A.24	Other Equipment:	$_____	$_____	$_____
A.25	Other Labor:	$_____	$_____	$_____
A.26	Other Labor:	$_____	$_____	$_____
A.27	Other Labor:	$_____	$_____	$_____
A.28	Other Labor:	$_____	$_____	$_____
A.29	Other Labor:	$_____	$_____	$_____
A.30	Other Labor:	$_____	$_____	$_____

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	$_____	$_____	$_____
A.32	Miscellaneous Unspecified Construction Equipment	$_____	$_____	$_____

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "as needed". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-needed" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 24 hours per day; and 2) 7 days per week, and 3) 30 days per month **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	$_____	$_____	$_____	$_____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	$_____	$_____	$_____	$_____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	$_____	$_____	$_____	$_____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	$_____	$_____	$_____	$_____
C.5	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	$_____	$_____	$_____	$_____
C.6	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	$_____	$_____	$_____	$_____
C.7	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	$_____	$_____	$_____	$_____
C.8	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	$_____	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.9	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	$_____	$_____	$_____	$_____
C.10	Jack Brooks Regional Airport– *Jerry Ware Terminal* 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	$_____	$_____	$_____	$_____
C.11	Jack Brooks Regional Airport– *Runway Lighting* 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	$_____	$_____	$_____	$_____
C.12	Jack Brooks Regional Airport- *Main Terminal (Airport Maintenance)* 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	$_____	$_____	$_____	$_____
C.13	Jack Brooks Regional Airport – *Main Terminal (All Other)* 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	$_____	$_____	$_____	$_____
C.14	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	$_____	$_____	$_____	$_____
C.15	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	$_____	$_____	$_____	$_____
C.16	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	$_____	$_____	$_____	$_____
C.17	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	$_____	$_____	$_____	$_____
C.18	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	$_____	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.19	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	$_____	$_____	$_____	$_____

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	$_____	$_____	$_____	$_____

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	$_____	$_____	$_____	$_____
E.2	Comfort Station-26 ft BT Unit	$_____	$_____	$_____	$_____
E.3	Shower Units – 4 stall	$_____	$_____	$_____	$_____
E.4	Shower Units 6 stall	$_____	$_____	$_____	$_____
E.5	Shower Units – 12 stall with 6 sinks	$_____	$_____	$_____	$_____
E.6	Portable Laundry Facilities	$_____	$_____	$_____	$_____
E.7	Hand Washing Station	$_____	$_____	$_____	$_____
E.8	Heavy Duty Tents/Canopies with sides (16’ x 32’)	$_____	$_____	$_____	$_____
E.9	Portable Evaporative Coolers for use with E.8	$_____	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

F. REEFER & REFRIGERATION CONTAINERS WITH ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	$_____	$_____	$_____	$_____
F.2	Equipment Rental for Morgue	$_____	$_____	$_____	$_____
Item	**Description**	**Flat Rate Per Ten Pound Bag with No Mobilization Fee**			
F.3	Ice Delivery	$_____			

G. POTABLE WATER TRUCK, EMERGENCY BOTTLED WATER AND SPORTS DRINKS

Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case. Include number of ounces per bottle, number of bottles per case and number of cases per pallet.		
G.1	Bottled Water	$_____		
G.2	Sports Drinks	$_____		
Item	**Description**	**Unit Cost Per Day**	**Unit Cost Per Week**	**Unit Cost Per Month**
G.3	Equipment Rental	$_____	$_____	$_____

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	$_____	$_____	$_____	$_____
Item	**Description**	**Flat Rate Per Unit**			
H.2	Unit Price Per Tire	$_____			

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

Item	Description	Flat Rate Per Unit
H.3	Unit Price Per Battery	$_____
Item	**Description**	**Fixed Percentage Over Contractor's Cost**
H.4	Materials/Parts (i.e., supplies, oil, repair materials)	_____%
Item	**Description**	**Hourly Rate**
H.5	Skilled Mechanic Hourly Rate	$_____
H.6	Unskilled Mechanic Assistant	$_____

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner. Contractor shall include cost of beverages, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

Item	Description	Price Per Meal/ per person
I.1	Breakfast	$_____
I.2	Lunch	$_____
I.3	Dinner	$_____

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____%
J.2	Equipment Purchased by County	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	**Description**	**UOM**	**Unit Price**
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	$_____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	$_____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	$_____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	$_____
K.9	**ALTERNATE:** Reduction by incineration and site management (based on incoming yardage)	Cubic yard	$_____
K.10	**ALTERNATE: Loading and** Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$_____

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	**Description**	**UOM**	**Unit Price**
K.11	**ALTERNATE:** Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$_____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	$_____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	$_____

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	$_____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$_____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	$_____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	$_____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	$_____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	$_____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	$_____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	$_____

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	**Description**	**UOM**	**Unit Price**
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. **Offerors shall provide their program method and pricing structure for E- waste.**	Each	$_____

*** **Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.**

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Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELIGIBLE WHITE GOODS			
Item	**Description**	**UOM**	**Unit Price**
K.37	Pick up of refrigerators and freezers requiring refrigerant recovery and decontamination to designated disposal site.	Each	$_____
K38	Pick up of washers, dryers, stoves, ovens, AC units, and hot water heaters to designated disposal site.	Each	$_____

ABANDONED VEHICLES			
Item	**Description**	**UOM**	**Unit Price**
K.39	Pick up of abandoned vehicles to designated site, one-way haul	Each	$_____

ELIGIBLE ANIMAL CARCASSES			
Item	**Description**	**UOM**	**Unit Price**
K.40	Recovery and disposal of animal carcasses	Pound	$_____

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5” (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24” (inches) in diameter measured at 2’ (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6” (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

TREE AND STUMP REMOVAL			
Item	**Description**	**Stump Unit Price**	**Tree Unit Price**
L.1	24" diameter and greater, but less than 48" diameter	$_____	$_____
L.2	Equal to or greater than 48"	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL (*Continued)*

DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	$_____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.4	24-36 inches	Per stump	$_____
L.5	36-48 inches	Per stump	$_____
L.6	Greater than 48 inches	Per stump	$_____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	$_____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	$_____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	$_____
BACKFILL (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.10	Backfill per specifications	Per cubic yard	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

LEANING TREES/HANGING LIMBS			
Item	**Description**	**UOM**	**Unit Price**
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	$_____
L.12	Removal of hazardous standing trees 6”-12” in diameter	Per tree	$_____
L.13	Removal of hazardous standing trees 13”-24” in diameter	Per tree	$_____
L.14	Removal of hazardous standing trees 25”-36” in diameter	Per tree	$_____
L.15	Removal of hazardous standing trees 37” or larger in diameter	Per tree	$_____

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

Contractor shall be compensated based on the schedule below. Disposal/Tipping fees shall be included in the unit rates proposed for services.

Item	**Description**	**UOM**	**Unit Price**
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	$_____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	$_____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	$_____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	$_____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	$_____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	$_____

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A).

Item	**Description**	**Fixed Percentage Over Contractor’s Cost**
N.1	Non-specified Equipment Rental	_____%
N.2	Materials (i.e. plywood, hardware materials)	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____%

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____%

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____%

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).** Contractor shall identify/specify miscellaneous equipment on the schedule **(Item A)**, as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	$_____	$_____	$_____
T.2	Debris removal and restoration of canals	$_____	$_____	$_____
Item	**Description**	**Per vessel for a one way haul of 1-15 miles**	**Per vessel for a one way haul of 15-30 miles**	**Per cubic for a one way haul of 31-40 miles**
T.3	Boat removal (vessels less than or equal to 20 linear feet)	$_____	$_____	$_____
T.4	Boat removal (vessels 21 linear feet or greater)	$_____	$_____	$_____

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.1	Clean 21" & 24" Storm Sewer	$_____
U.2	Clean 27" & 30" Storm Sewer	$_____
U.3	Clean 36" Storm Sewer	$_____
U.4	Clean 42" Storm Sewer	$_____
U.5	Clean 48" Storm Sewer	$_____
U.6	Clean 54" Storm Sewer	$_____
U.7	Clean 60" Storm Sewer	$_____

(Continued on next page)

Appendix A. Cost Proposal (Continued)

U. Cleaning of Storm Drains (Continued)

ROUND CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.8	Clean 72" Storm Sewer	$_____
U.9	Clean Catch Basins	$_____
U.10	Clean Drainage Manholes	$_____
BOX CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.11	Clean 0 - 4 (Square Foot)	$_____
U.12	Clean 4.01 - 9 (Square Foot)	$_____
U.13	Clean 9.01 - 15 (Square Foot)	$_____
U.14	Clean 15.01 – 20 (Square Foot)	$_____
U.15	Clean 20.01 – 30 (Square Foot)	$_____
U.16	Clean 31.01 – 40 (Square Foot)	$_____
U.17	Clean 40.01 – 50 (Square Foot)	$_____
U.18	Clean 50.01 - 60 (Square Foot)	$_____
U.19	Clean 60.01 - 70 (Square Foot)	$_____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

_____

By: _____
Title: _____
Date: _____

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFP Number & Name: (RFP 25-063/CG) Emergency Disaster Assistance Recovery for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

If Applicable: **HUB Vendor No**. _____ **DBE Vendor No**. _____

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

Alternate Phone Number if available (with area code):_____

Fax Number (with area code):_____

Email Address: _____

Mailing Address (Please provide a <u>physical address for bid bond return</u>, *if applicable*):

_____
Address

_____
City, State, Zip Code

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Proposer: Please complete this form and include with proposal submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☐ **No** ☐

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____

Signature of Contractor's Authorized Official

_____

Name and Title of Contractor's Authorized Official *(Please Print)*

_____

Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks “Sub-awardee,” then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., “RFP-DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application _____ b. initial award c. post-award	**Report Type:** a. initial filing _____ b. material change

Name and Address of Reporting Entity: ____ Prime _____ Sub-awardee Tier_____, if Known: **Congressional District, if known:**	**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*	**9. Award Amount**, *if known:* **$**
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*	**b. Individuals Performing Services** *(including address if different from No. 10a)* *(last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	**Signature:** _____ **Print Name:** _____ **Title:** _____ **Telephone No.:** _____ **Date:** _____
Federal Use Only	**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

_____
Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☐ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

4

_____ _____
Signature of vendor doing business with the governmental entity Date

Adopted 8/7/2015

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code**

4 **Description of the nature and extent of employment or other business relationship with vendor named in item 3**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 **AFFIDAVIT**

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☐ Yes ☐ No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?

☐ Yes ☐ No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?

☐ Yes ☐ No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?

☐ Yes ☐ No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?

☐ Yes ☐ No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?

☐ Yes ☐ No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your proposal.
If necessary, please use a separate sheet to answer the above questions.

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: _____ HUB: p Yes p No

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____

Prime Contract Amount: $ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

_____ _____ _____
Printed Name of Contractor Representative Signature of Representative Date

_____ _____ _____
Printed Name of HUB Signature of Representative Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☐ Yes ☐ No

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

Phone (with area code): _____ Fax (with area code): _____

Project Title & No.: _____ IFB/RFP No.: _____

Total Contract: $ _____ Total HUB Subcontract(s): $ _____

Construction HUB Goals: 12.8% MBE:: _____ % 12.6% WBE: _____ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

HUB Subcontractor Disclosure
PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on PART I.

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

Contact person that will be in charge of invoicing for this project:

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq*., as amended, Jefferson County requests Resident Certification. §2252.001 *et seq*. of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Non-resident RFP Respondent" refers to a person who is not a resident.

(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☐ I certify that _____ [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal/response:	
Mailing address:	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

I, _____, the undersigned representative of (company or business name)_____ (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

_____
Signature of Company Representative

_____
Date

On this _____ day of _____, 20____, personally appeared

_____, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

_____
Notary Signature

_____
Date

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

_____
NAME OF BUSINESS

BY:

_____
SIGNATURE

_____
NAME & TITLE, TYPED OR PRINTED

_____
MAILING ADDRESS

_____
CITY, STATE, ZIP CODE

(___) _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____day of
_____, 20___

_____
Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

EXHIBIT "A"

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge, 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 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 undersigned 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. § 3801 et seq., apply to this certification and disclosure, if any.

DRC EMERGENCY SERVICES, LLC



KRISTY FUENTES, VICE-PRESIDENT

Date: February 10, 2026

DRC EMERGENCY SERVICES
Striking Back.

Proposal By

DRC Emergency Services, LLC
6702 Broadway St.
Galveston, TX 77554

ORIGINAL PROPOSAL

(RFP 25-063/CG) Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327

January 14th, 2026 at 11:00 AM Central



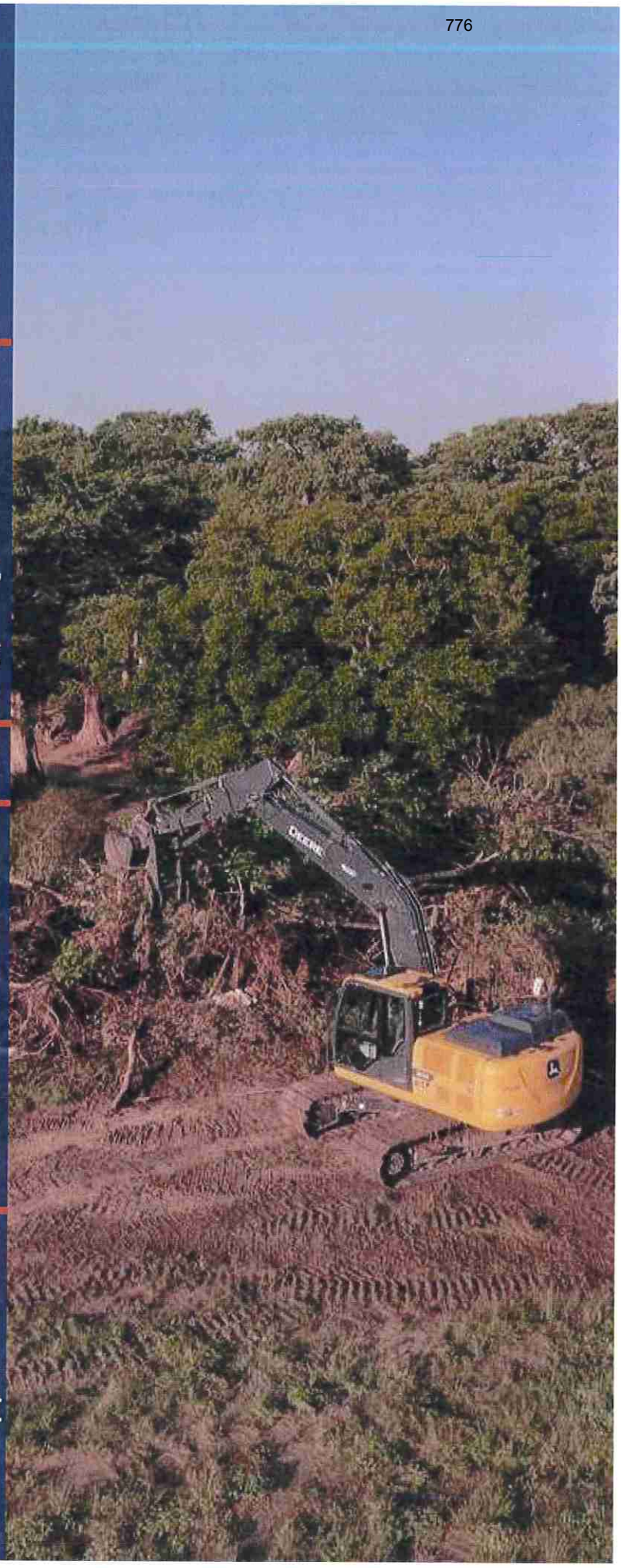
Clif Kennedy
Regional Manager
ckennedy@drcusa.com
c: (713) 715-8772
f: (504) 482-2852



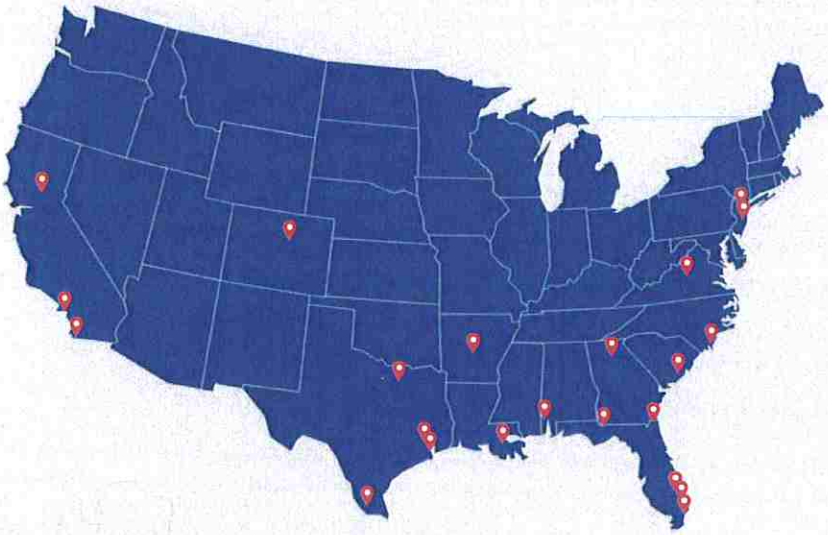
Kristy Fuentes
Vice President of Compliance and Administration
Kfuentes@drcusa.com

Jefferson County, Texas

Jefferson County Purchasing Department
Deborah L. Clark, Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, TX 77701



DRC
EMERGENCY SERVICES
Striking Back.



P.O. Box 17017
Galveston, TX 77552
TTY: 888-721-4DRC
Phone: 504-482-2852
Fax: 504-482-2852
www.drcusa.com

OFFICE ADDRESS

6702 Broadway Street •
Galveston, TX 77554

DRC CONTACTS

CLIF KENNEDY
Regional Manager
Email: ckennedy@drcusa.com
Cell: 713.715.8772

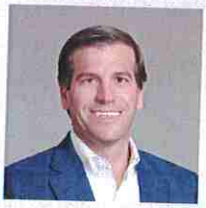




KRISTY FUENTES
Vice President of Compliance and Administration
Email: kfuentes@drcusa.com
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Cell: 504.220.7682



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Cell: 832.731.8234



LISA GARCIA WALSH
Contract Manager
Email: lwalsh@drcusa.com
Office: 504.482.2848
Cell: 504.715.9052

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697

David Whitley
Secretary of State

Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Application for Certificate of Authority for DRC Emergency Services, LLC (file number 800551038), a ALABAMA, USA, Foreign Limited Liability Company (LLC), was filed in this office on September 28, 2005.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 01, 2019.

David Whitley
Secretary of State

DRC EMERGENCY SERVICES
Striking Back.

January 5, 2025

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Re: Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327
RFP No. 25-063/CG

Dear Deborah L. Clark, Purchasing Agent,

DRC is pleased to present our proposal to provide Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. DRC has had the pleasure of holding this contract with the Couty since 2010.

Local Knowledge and Experience

DRC is a Texas-based company located in Galveston, Texas. Owner John Sullivan, along with his brothers and business partners, William and Todd, was born and raised in Texas. The Sullivans are deeply rooted in the State of Texas. As lifelong residents, the Sullivans have an in-depth understanding of the needs of Texas along with the statewide rules and regulations under which it operates. DRC strongly believes the use of local knowledge and resources is vitally important to a successful disaster recovery operation. As such, the Sullivan brothers provide invaluable generational knowledge in the face of any event which may affect the State of Texas.

DRC's Texas-based management team also includes Joe Newman, Vice President of Operations; Mark Bush, Operations Manager; Clifton Kennedy, Regional Manager; Valerie Blanton, Emergency Management Liaison; Mike White, Southeast Texas Area Manager; and Harry Hayes, Senior Advisor for Government and Client Relations. DRC understands the challenges and threats posed by natural disasters in Texas. For us, any disaster here is not just a job, it's personal.

DRC currently serves as the standby debris removal contractor for the City of Beaumont, as well as Chambers, Hardin, Jasper, Liberty and Newton Counties. This will allow us to efficiently mobilize our resources to and reduce debris more economically in Jefferson County following a disaster. Furthermore, having provided pre-disaster planning and training services to Jefferson County in the past, DRC is familiar with the needs of the County, as well as its geography, terrain, government, population, and unique challenges.

DRC EMERGENCY SERVICES
Striking Back.

In response to Hurricane Beryl in 2024, DRC removed more than 2 million cubic yards of debris from 22 communities in Southeast Texas. In total, DRC performed disaster debris removal in seven states following the four hurricanes to hit the Gulf Coast in 2024: Beryl, Francine, Helene, and Milton. DRC removed more than 18,000,000 cubic yards of debris on 91 contracts in our 2024 hurricane response.

Our past work in Jefferson County includes the following:

Tropical Storm Imelda

In 2019, DRC mobilized 32 load and haul trucks in Jefferson County following Tropical Storm Imelda. We removed almost $1,000,000 worth of debris, including 57,000 cubic yards of construction and demolition (C&D) debris from the County.

Hurricane Harvey

DRC removed more than 4.6 million cubic yards of debris, including approximately 3.5 million cubic yards of C&D debris, during 23 concurrent contract activations following Hurricane Harvey in 2017. In Jefferson County, we removed more than $4,000,000 worth of debris, including approximately 150,000 cubic yards of C&D debris, 48,000 pounds of household hazardous waste, and 9,000 units of electronic waste.

Comprehensive Services

For more than 20 years, DRC Emergency Services, LLC has been a national leader in providing comprehensive disaster response and recovery services. Our personnel have more than 500 years of combined experience in all aspects of disaster response, including but not limited to the following:

- Emergency debris removal
- Disaster response management
- Temporary Housing
- Workforce Support
- Supplies and Logistics
- FEMA Documentation
- Debris Management
- Right-Of-Way Maintenance
- Marine Debris Salvage
- Vehicle and Vessel Removal
- Dredging
- Technical Assistance
- Project Management
- Construction
- Demolition
- Final Disposal Management

Financial and Organizational Capacity

As part of the Sullivan Brothers Family of Companies, DRC has a bonding capacity of $1B, with additional funding available through our affiliates. Several of our affiliates – including SLS, Forgen, and Callan Marine – specialize in related services, granting DRC access to **more than 1,000 employees** and a wealth of institutional knowledge.

DRC EMERGENCY SERVICES
Striking Back.

Mobilization and Resources

In addition to the experience of our in-house staff and affiliates, DRC has built long-standing relationships with subcontractors in Texas and across the country that specialize in a wide range of related services. These relationships augment our personnel and equipment resources, allowing DRC to respond **immediately** to any disaster Jefferson County may face.

Commitment to Safety

DRC's professional staff hold **132 unique certifications**, including those from FEMA, OSHA, USACE, the American Red Cross, and others. We bring this knowledge to bear on every project, emphasizing the importance of safety in every aspect of our work. As a result, DRC has a **multi-year OSHA record of zero work-related illnesses or injuries**.

Your Local Contacts:

Clifton Kennedy, Regional Manager

e: ckennedy@drcusa.com | c: (713) 715-8772 | f: (504) 482-2852

Mike White, Assistant Regional Manager

e: mwhite@drcusa.com | c: (409) 617-2890 | f: (504) 482-2852

Corporate officers with legal signing authority to bind DRC to the terms and conditions of this proposal include John Sullivan, President, and Kristy Fuentes, Vice President/Secretary-Treasurer. Evidence of their authority is attached.

This proposal is in all respects fair and in good faith, without collusion or fraud, and conforms to the specifications of your Request for Proposal. DRC accepts the terms and conditions of the contract resulting from this RFP. This proposal is valid for ninety (90) days from the deadline for delivery of proposals to the County. If we may offer any additional information or clarifications, please let us know. Thank you for the opportunity to offer our services and we look forward to working with Jefferson County in the future.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

DRC EMERGENCY SERVICES
Striking Back.

January 12, 2026

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Re: Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327
RFP No. 25-063/CG

STATEMENT OF CONFIDENTIAL INFORMATION

Dear Deborah L. Clark, Purchasing Agent,

Please note that **pages 17 and 18** of this proposal are marked confidential.

Sincerely,

Kristy Fuentes
Vice President, Secretary, Treasurer

ACTION IN LIEU OF
A MEETING OF THE
MEMBERS OF
DRC EMERGENCY SERVICES, LLC

This action is taken in accordance with the Alabama Limited Liability Company Act, as amended (the "Act"), in lieu of a meeting of the Members of DRC EMERGENCY SERVICES, LLC, an Alabama limited liability company (the "Company"), and is made effective as of January 1, 2018.

WHEREAS, Section 9.01 of the Company's Third Amended and Restated Operating Agreement dated January 1, 2018 (as amended, the "LLC Agreement") and the Act permit the Members of the Company to take the following actions; and

WHEREAS, the undersigned, constitutes the Members of the Company (the "Members").

NOW, THEREFORE, the undersigned hereby make the following resolutions and consents to the following actions in lieu of a meeting of the Members of the Company:

1. The following persons, in their respective capacities indicated below, are hereby authorized and empowered for the express purpose of signing all contracts, agreements, bid documents, filings and other documents necessary for execution between Company and any third-party in the ordinary course of the Company's business, subject to any restrictions of limitations on authority as set forth in the Company's governing documents:

Name	Office/Capacity
John R. Sullivan	President
Todd P. Sullivan	Vice President
William W. Sullivan	Vice President and Secretary
Kristy Fuentes	Vice President of Administration and Compliance, Secretary and Treasurer

2. The officers listed above after giving effect to this written consent are hereby authorized and directed on behalf of the Company to execute and deliver such agreements and instruments, make such filings and give such notices, and take any and all such other actions, and to do or cause to be done, such acts as such officers may deem necessary or advisable to accomplish or otherwise implement the purposes of the foregoing resolutions or to cause the Company to perform its obligations under any of the foregoing, until his or her successor is duly elected and qualified, his or her resignation, his or her removal from office by the Members of his or her death.

3. All actions taken by any officer of the Company in connection with any of the transactions contemplated by these resolutions are hereby authorized, approved, ratified and confirmed in all respects.

4. This written consent may be executed in counterparts, and all so executed shall constitute one action notwithstanding that all of the undersigned are not signatories to the original or to the same

counterpart. This written consent shall be filed with the minutes of the proceedings of the Members of the Company.

Dated effective as of the date first written above.

DRC EMERGENCY SERVICES, LLC

By: John R. Sullivan
Its: Member

By: Todd P. Sullivan
Its: Member

By: William W. Sullivan
Its: Member

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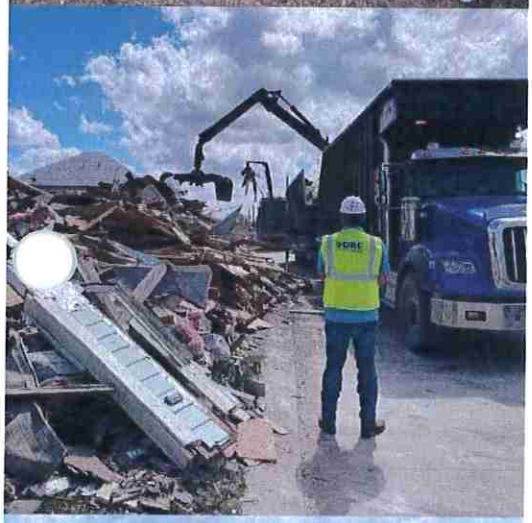
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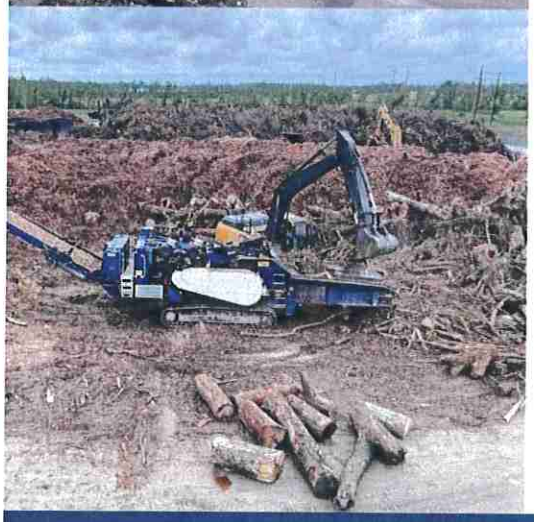
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DISCOVER DRC: A CLOSER LOOK

- With a bonding capacity exceeding **$1 billion** and working capital more than **$500 million**, DRC ensures uninterrupted execution of its projects. DRC excels in concurrent project management, maintaining uninterrupted progress across multiple jurisdictions.
- DRC holds the U.S. Army Corps of Engineers **(USACE) ACI Debris Removal** contract for Region 3 (MI, IN, TN, KY, OH, WV) and collaborates with USACE on training and preparations. DRC has been tasked four times under this contract, most recently in response to the December 2023 tornado in Hendersonville, Tennessee, and previously in response to the tornadoes in Graves County and Mayfield, Kentucky, in December 2021.
- As a debris removal provider for the **National Association of State Procurement Officials (NASPO)**, DRC is available to work with any state or local government using the NASPO contract.
- **Subcontractors are paid every Friday**, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.
- DRC performed debris removal in **seven states** following the **four hurricanes** to hit the Gulf Coast in 2024: Beryl, Francine, Helene, and Milton. DRC removed more than **18,000,000 cubic yards** of debris and operated **151 debris management sites** on **91 contracts** in our 2024 hurricane response.
- DRC has **recycled more than 15,000,000 cubic yards of vegetative debris** in the last five years.
- DRC operated in **every FEMA-declared parish in the State of Louisiana** in 2021. DRC managed **90 debris management sites** and removed **18,000,000 cubic yards** of debris solely in response to Hurricane Ida.
- Since 2020, DRC has performed **specialized private property debris removal and demolitions** following devastating wildfires in California, Colorado, Hawaii, New Mexico, and Washington State. In our ongoing wildfire response in New Mexico, we have completed hazardous site assessments, demolitions, hazardous material abatement, erosion control and debris removal on more than **920 properties**.
- DRC conceived, executed, supervised, and funded a 150-mile Gulf of Mexico shoreline protection system in response to the BP oil spill.
- **Certified Arborist** on staff full time, Taylor Jumonville.

Founded in 2001, DRC Emergency Services, LLC (DRC) is one of the nation's leading providers of disaster debris removal and recovery services. As part of the Sullivan Brothers family of companies, DRC has access to more than 1,000 employees dedicated to disaster recovery and related services.

DRC AND JEFFERSON COUNTY: A WINNING PARTNERSHIP

DRC has responded to every major disaster to strike Texas in the last 24 years, including severe rain and windstorms, hurricanes, tornadoes, flooding, and man-made disasters. Having held the contract for on-call debris removal services with Jefferson County for more than a decade, DRC has responded to several major disasters within the County, and we continue to be uniquely positioned to provide the County with these services.

DRC was previously activated by Jefferson County following Tropical Storm Imelda in 2019, Hurricane Harvey in 2017, Hurricane Ike in 2008, and Hurricane Rita in 2005. During our response to Tropical Storm Imelda, we removed more than 57,000 cubic yards of debris from Jefferson County, almost all of which was C&D debris. The total value of this response was approximately $1,000,000.

DRC removed around 150,000 cubic yards of C&D debris from Jefferson County after Hurricane Harvey. DRC also removed more than 47,000 pounds of household hazardous waste, 9,000 units of electronic waste, and 1,800 units of white goods. The total value of our work in Jefferson County following Hurricane Harvey exceeded $4,000,000. In total, DRC removed more than 4.6 million cubic yards of debris from 23 communities in Southeast Texas during our response to this hurricane.

Having standby contracts in place before disasters strike allows DRC to make multiple preparations which save jurisdictions like Jefferson County precious time in the days following disasters. During the pre-disaster planning phase, DRC will meet with stakeholders like state agencies, cities and counties, and their third-party monitoring firms to discuss and agree on detailed contingency plans, and we will do the same again with Jefferson County officials prior to any potential future disaster.

Jefferson County features a unique mix of urban and suburban communities, such as the City of Beaumont, agricultural areas, and sensitive ecosystems. The County lies on the coastal plain of the Gulf of America, and is flanked by the Neches River, Sabine Lake, and Pine Island Bayou. Jefferson County also holds several protected environments, including McFadden National Wildlife Refuge and Texas Point National Wildlife Refuge, as well as several wildlife management areas. However, DRC's experience in both Texas cities and towns, as well as the various ecosystems within the state allows our team to confidently provide *Trusted Leadership in Disaster Response.*

EXECUTIVE SUMMARY

DRC is a preeminent standby disaster debris removal contractor with more than 24 years of successful operations. We have responded to some of the largest disasters in history—in Texas, in the Contiguous United States, and outside the Contiguous United States. Thus, our team is uniquely qualified to respond to any and all disasters that threaten Jefferson County. Our operations team's list of certifications is industry-leading, and our qualified administrative staff is proficient in navigating FEMA reimbursement and funding issues. Through our subcontractors, DRC has access to an expansive and varied selection of equipment, and we excel in tailoring our equipment to the specific needs of each community we serve. Additionally, at DRC we pride ourselves on the pre-event pro bono training sessions that we provide for our clients, which expedite response times in the event of contract activation.

DRC's proposed Project Managers include Taylor Jumonville, a certified arborist, Sam Dancer, who also serves as DRC's safety officer, Mitch Varnadoe, and Ace Baker. These project managers have responded to major disasters in Texas, such as July 2025 Texas Hill Country Floods. They will be directed from our headquarters in Galveston, Texas, by DRC's Vice President of Compliance and Administration, Kristy Fuentes, and our Regional Manager for the State of Texas, Clif Kennedy. Ms. Fuentes and Mr. Kennedy have decades of combined experience in the disaster debris removal industry and their direct oversight of operations in Jefferson County will facilitate faster recovery from disasters.

DRC's technical approach to debris removal operations has been honed over our 24 years of successful operations. We employ a three-part plan: Prepare, Respond, Recover. More information on our technical approach may be found in Tab H: Additional Required Information. Finally, DRC's financial strength and stability ensures that we can operate simultaneous, large-scale debris removal operations, and we have never defaulted on a contract or filed for bankruptcy.

BY THE NUMBERS

- **830+** PROJECTS MANAGED
- **208,000,000** CUBIC YARDS OF DEBRIS REMOVED
- **$4.7B+** IN CONTRACTS MANAGED
- **$1B** BONDING CAPACITY
- **104 FEMA** DECLARED DISASTERS 30 STATES 1 TERRITORY
- **440,000** CUBIC YRDS COLLECTED IN ONE DAY
- **6.4M** HAZARDOUS TREES & LIMBS REMOVED
- **5.6M** CUBIC YARDS 100% RECYCLED FOR SINGLE EVENT RECORD



PROPOSER IDENTIFYING INFORMATION

A. NAME AND ADDRESS OF BUSINESS ENTITY SUBMITTING THE PROPOSAL

DRC Emergency Services, LLC
6702 Broadway Street
Galveston, TX 77554

B. TYPE OF BUSINESS ENTITY

DRC Emergency Services is a Limited Liability Company.

C. PLACE OF INCORPORATION

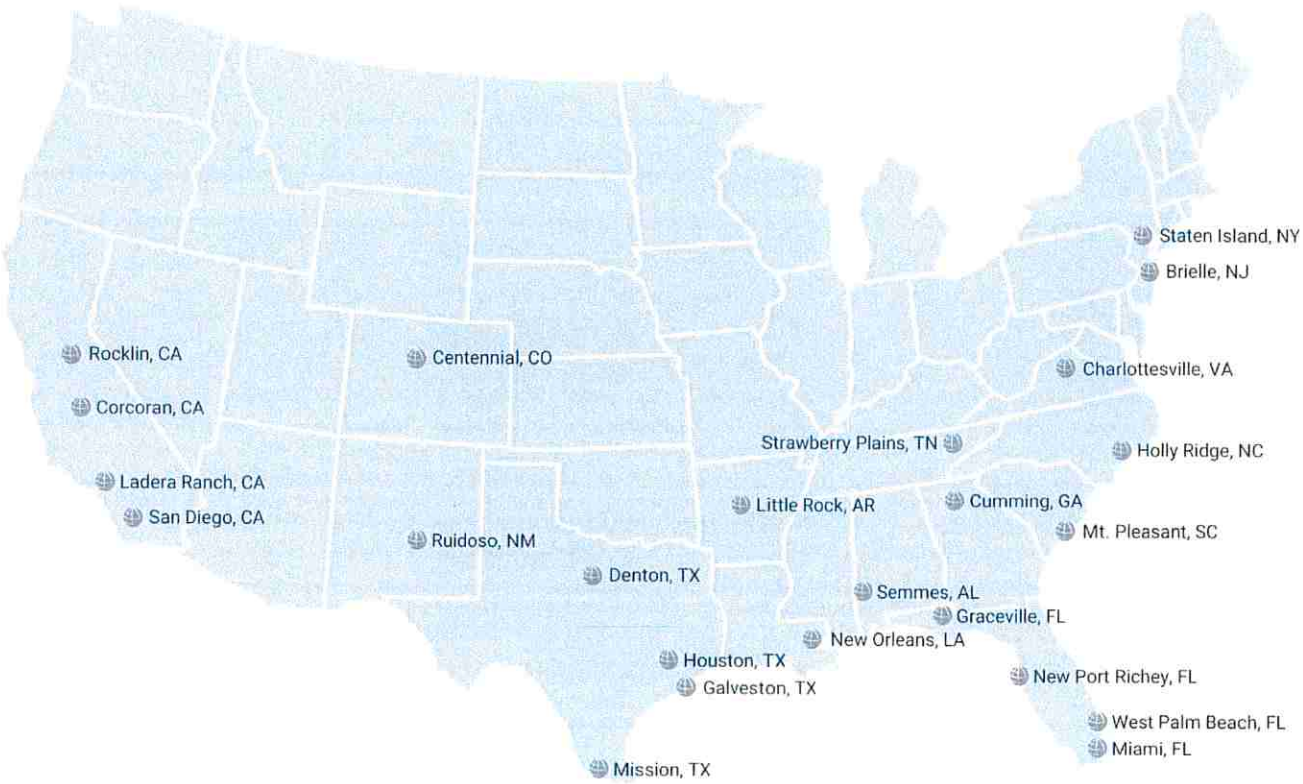
DRC Emergency Services was incorporated in the State of Alabama.

D. NAME AND LOCATION OF MAJOR OFFICES AND OTHER FACILITIES

DRC's principal place of business in Galveston, Texas is less than two hours away from Jefferson County, and our proximity to the County will facilitate faster response times as well as unhindered communication between parties. In the event of a disaster, DRC will establish an office within the County, and we will manage all operations locally.

Additionally, our network of satellite offices ensures operational flexibility; if a severe weather event hinders our ability to respond from one location, we are ready to respond from another. Please see below for a list of all of DRC's office locations:

- Brielle, NJ
- Centennial, CO
- Charlottesville, VA
- Corcoran, CA
- Cumming, GA
- Denton, TX
- Galveston, TX
- Graceville, FL
- Holly Ridge, NC
- Houston, TX
- Ladera Ranch, CA
- Little Rock, AR
- Miami, FL
- Mission, TX
- Mt. Pleasant, SC
- New Orleans, LA
- New Port Richey, FL
- Rocklin, CA
- Ruidoso, NM
- San Diego, CA
- Semmes, AL
- Staten Island, NY
- Strawberry Plains, TN
- West Palm Beach, FL



E. NAME, ADDRESS, BUSINESS AND FAX NUMBER OF PROPOSER'S PRIMARY CONTACT PERSON

The Principal Contact for Jefferson County is Regional Manager Clif Kennedy. He can be reached at (888) 721-4372, by cell: (713) 715-8772, by fax: (504) 482-2852, or by email: ckennedy@drcusa.com. His address is 6702 Broadway Street, Galveston, TX 77554,

F. FEDERAL IDENTIFICAITION NUMBER, JEFFERSON COUNTY VENDOR NUMBER, AND JEFFERSON COUNTY BUSINESS LICENSE NUMBER

DRC's FEIN Number is 63-1283729. Our Jefferson County Vendor Number is 204263.

G. FULL NAME AND ADDRESS FOR EACH MEMBER, PARTNER, AND EMPLOYEE OF THE PROPOSER WHO WILL PERFORM SERVICES ON THIS PROJECT

Galveston Office (Headquarters), 6702 Broadway Street Galveston, Texas 77554:

- John Sullivan, President
- Clif Kennedy, Regional Manager
- Mark Bush, Project Manager
- Mike White, Assistant Regional Manager
- Valerie Blanton, Emergency Management Liaison
- Harry Hayes, Senior Advisor for Government and Client Relationships

New Orleans Office, 111 Veterans Memorial Boulevard, Suite 1420, Metairie, Louisiana 70005:

- Kristy Fuentes, Vice President of Compliance and Administration
- Joe Newman, Vice President of Operations
- Lisa Walsh, Contracts Manager
- Tony Furr, Director of Technical Assistance and Training
- Chad Braun, Director of Response Readiness
- Sam Dancer, Project Manager and Safety Officer
- Taylor Jumonville, Project Manager and Arborist
- Mitch Varnadoe, Project Manager
- Ace Baker, Project Manager

DNR Group, Inc.:

12246 River Road
St. Rose, Louisiana 70087

J&KD, Inc.:

12337 Gentry Road
Beaumont, Texas 77713

Scruggs Environmental Services:

11143 Dalebrook Drive
Houston, Texas 77016

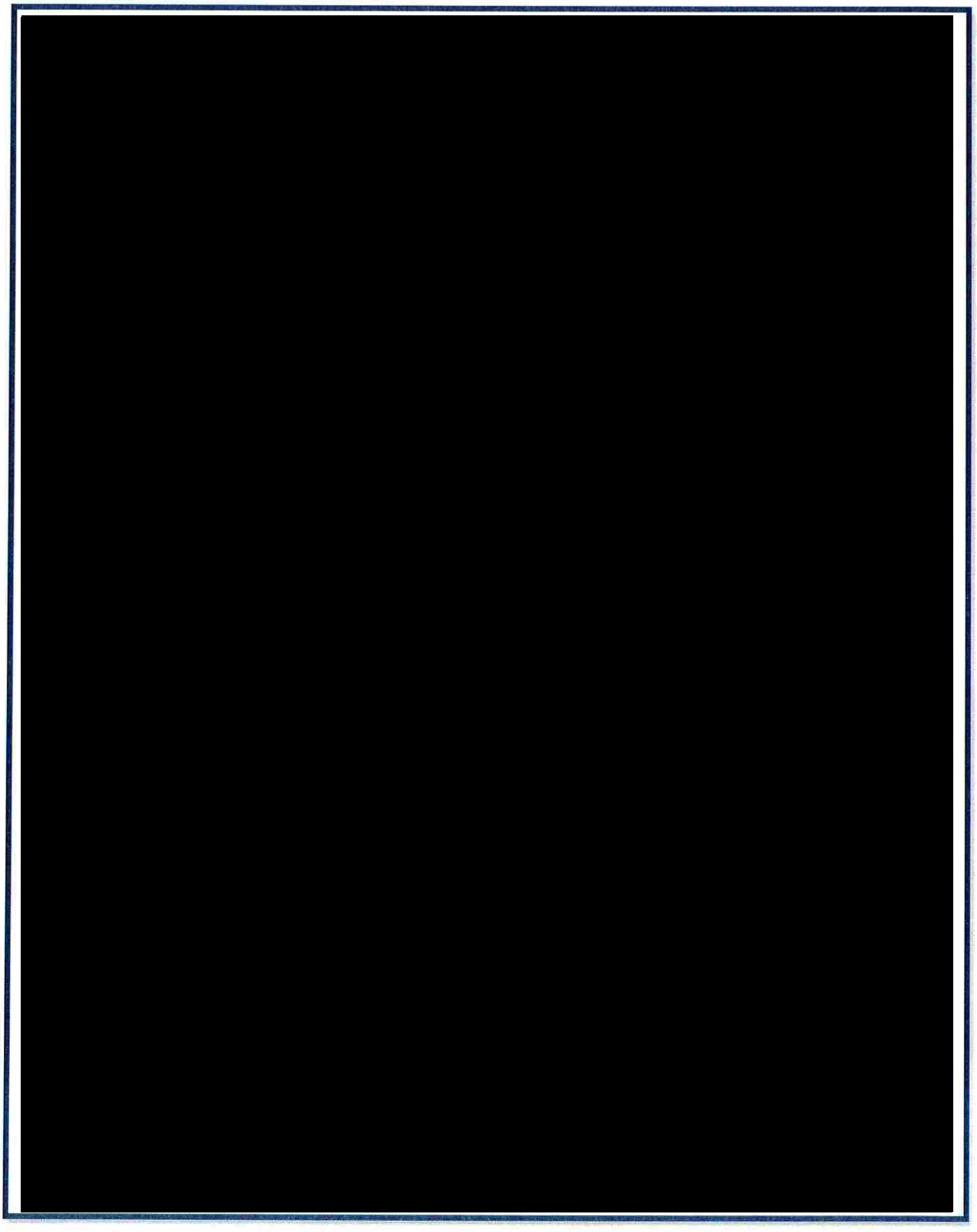
Timberwolf Land Clearing & Field Services:

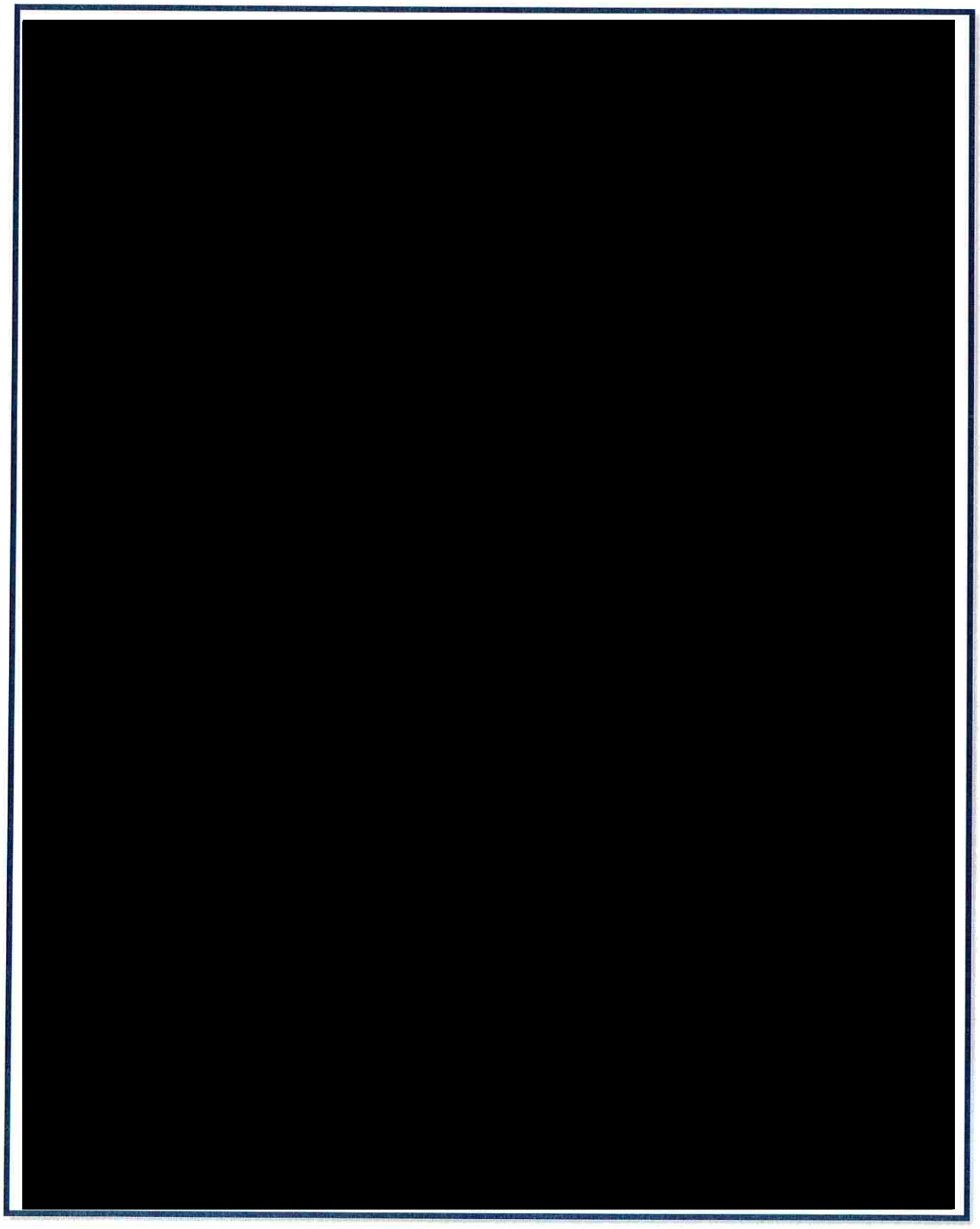
45828 Highway 69 North
Jacksonville, Texas 75766

H. FINANCIAL STRENGTH AND STABILITY

[redacted]







LEADERSHIP AT A GLANCE

Clifton Kennedy is the Regional Manager for Jefferson County and will serve as a direct government liaison between the County and the DRC operations team. Joe Newman, Vice President of Operations, will direct and manage the project, leveraging DRC's experienced operations team. Mr. Newman and his team have over 500 years of combined experience in disaster recovery management, including but not limited to the following:



Clifton Kennedy, Regional Manager

2024 Hurricanes – DRC was activated on 91 contracts in seven states in response to Hurricanes Beryl, Francine, Helene, and Milton. We have removed more than 18,000,000 cubic yards of debris during these activations.

2023 Tornadoes – DRC was activated on contracts for disaster debris removal following tornadoes in Alabama, Mississippi, Arkansas, and Oklahoma. We removed and disposed of more than 1,390,000 cubic yards of debris on these contracts, which included the removal of 4,699 hazardous trees.

2021 Hurricane Ida – DRC managed four Louisiana Department of Transportation district contracts and removed debris in all FEMA-declared parishes across the state, while managing 41 additional local activations in Louisiana, Alabama, and Pennsylvania.



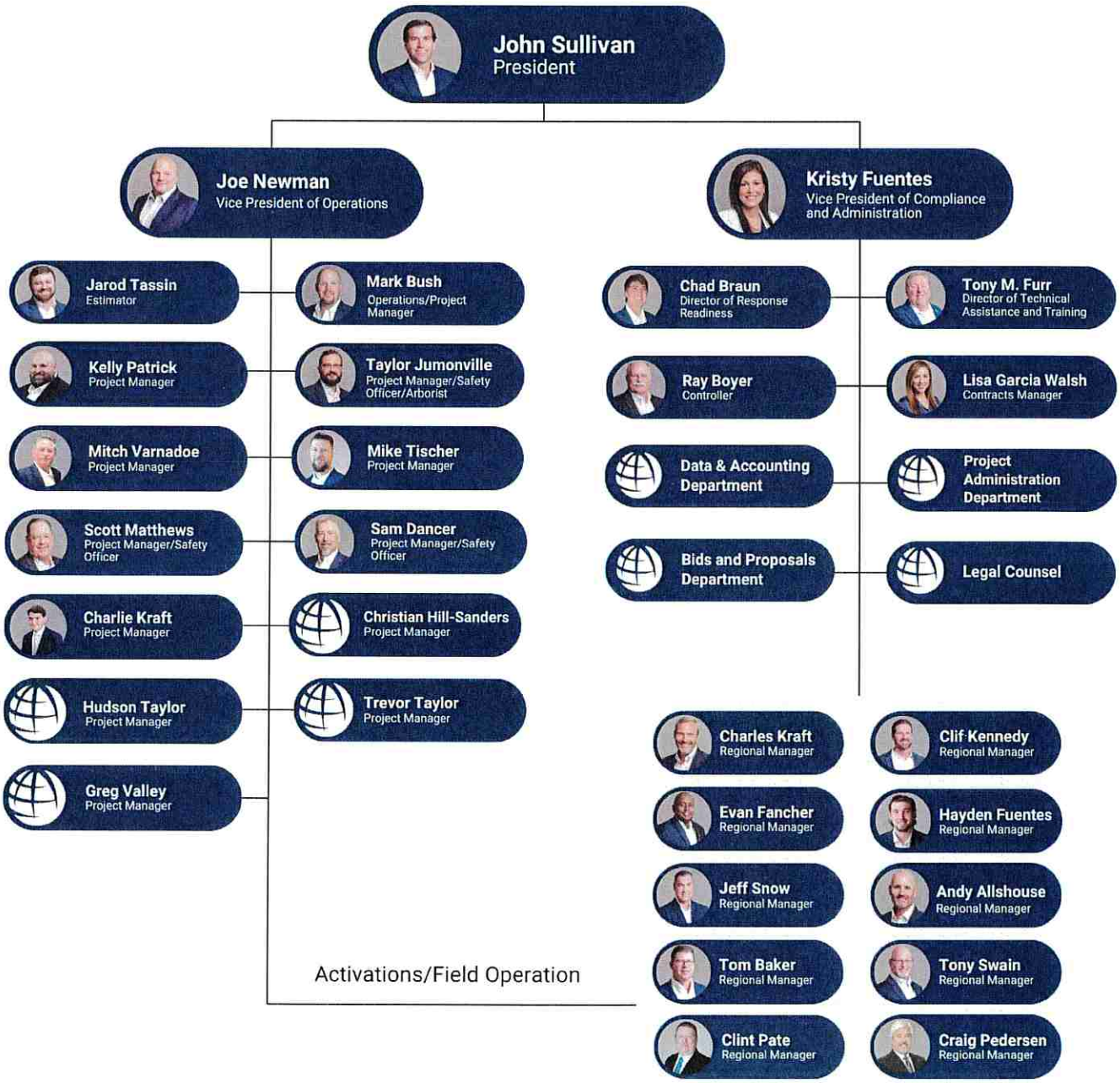
STATEMENT ON AVAILABILITY OF KEY PERSONNEL

Since its inception, the DRC team has responded to major natural and man-made disasters occurring across the United States. DRC's personnel are trained, motivated, and available for immediate deployment in an emergency response. All assigned personnel will be available to the County as needed. Personnel are NIMS-certified and/or have specialized training in safety and asbestos management. They are equipped with utility vehicles; digital, handheld, multi-state, two-way radios; cellular communications; and handheld computers; as well as a DRC supervisor handbook including required reports and forms for successful disaster response and management. DRC personnel have the experience and/or training to respond **immediately** to disasters.

DRC employs more than 30 Regional and Project Managers. Regional Managers are assigned to specific geographic locations throughout the United States to assist, monitor and lead the project teams in response to emergency situations. In the event of a large-scale disaster, Regional Managers may be mobilized to support recovery efforts in any area of the country. Clifton Kennedy, the Regional Manager for Jefferson County, is capable of responding to the needs of the County 24 hours a day, 7 days a week.

KEY PERSONNEL ROLES

ORGANIZATIONAL CHART



KEY PERSONNEL

DRC employs approximately 60 full-time employees, all of whom are equipped with unique experience and distinctive professional backgrounds. Our staff holds degrees in areas such as Civil Engineering, Computer Science, Business Technology, Construction Science, Accounting, and Forestry. DRC's management team includes former U.S. Army Rangers, a former FEMA Public Assistance/Debris Task Force Lead, and U.S. Army Corps of Engineers Emergency Operations Leaders. To support DRC's dedication to safety and preparedness, many of our staff are FEMA-certified in National Incident Management Services (NIMS), hold certifications in first aid and CPR, and retain both 40-hour Hazwoper training and mandated 40-hour OSHA training. With experience managing FEMA declared disasters for more than 20 years, DRC's personnel can provide disaster debris relief for communities nationwide.

DRC does not charge an hourly rate for our personnel; the costs associated with our personnel are included in the pricing as set forth in the Cost Proposal Form. Additionally, DRC's personnel is not related through blood or marriage to the County or to any current employee of the County.

John Sullivan, President

- Executive management of projects
- Coordination and delegation of responsibility among senior management personnel
- Point of contact with executive client management
- Oversight of all operational divisions

Kristy Fuentes, Vice President of Compliance and Administration

- Overall day-to-day responsibility for directing the DRC ethics, business conduct and government contracting compliance programs. Ensures that all executives and employees have ethics training on an annual basis and that the code provides compliance guidance appropriate to the size and nature of DRC business
- Management of DRC's marketing, sales and communications functions, providing client relations and assistance in the areas of planning, program management, disaster response, demolition contracting and regulatory compliance

Joe Newman, Vice President of Operation

- Oversees all on-ground execution of projects
- Provides crew oversight while managing schedule adherence, resource utilization, and quality/safety and regulatory compliance

Tony Furr, Director of Technical Assistance and Training

- Provides ongoing education to DRC personnel and clients through trainings and workshops
- Attends meetings with FEMA
- Consults with clients to help identify and suggest equipment, products, or services they may need
- Performs a key role in project planning and identification of resources

Chad Braun, Director of Response Readiness

- Leads DRC's safety, quality assurance, and compliance programs
- Works with regional managers and project managers to provide personalized support for clients following contract award, through the preparatory phase of DRC's disaster response, and during project kickoff
- Develops DRC's processes, training programs, and subcontractor manual to ensure compliance with federal, state, and local requirements, including those of FEMA and the USACE

Lisa Garcia Walsh, Contracts Manager

- Maintains contractual records and documentation such as receipt and control of all contract correspondence
- Ensures that signed contracts are communicated to all relevant parties to provide contract visibility and awareness, interpretation, and to support implementation
- Responsible for applying, renewing and activating general contractor's licenses and pre-qualifications with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Clifton Kennedy, Regional Manager (lead person for project team)

- Specializes in client services, incident command and command center operations
- Provides hands-on participation and incident command in response and recovery operations for numerous major disasters and emergencies

Mark Bush, Operations Manager

- Contributes information and recommendations for strategic plans and reviews; prepares and completes action plans; implements production, productivity, quality, and customer service standards; resolves problems in the field; completes audits; identifies trends; analyzes and improves organizational processes and workflows; maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complies with legal regulations

Sam Dancer, Field Supervisor and Project Manager

- Works with the Vice President of Operations, Project Manager, and Regional Manager to help supervise all phases of assigned projects
- Ensures contractual obligations are met and accountable for the personnel and equipment onsite

One or more of the following Project Managers will be assigned to the County, depending on the scale of the event.

Taylor Jumonville, Project Manager

- Works with the Vice President of Operations, Regional Manager, and Field Manager to help manage all phases of assigned projects
- Provides on-ground execution of projects at the direction of the Vice President of Operations
- Certified Arborist

Ace Baker, Project Manager

- Works with the Vice President of Operations, Regional Manager, and Field Manager to help manage all phases of assigned projects
- Provides on-ground execution of projects at the direction of the Vice President of Operations

Mitch Varnadoe, Project Manager

- Works with the Vice President of Operations, Regional Manager, and Field Manager to help manage all phases of assigned projects
- Provides on-ground execution of projects at the direction of the Vice President of Operations

PLEASE SEE KEY STAFF RESUMES

JOHN SULLIVAN

President



John R. Sullivan is the president of DRC Emergency Services, one of the nation's largest providers of disaster recovery, debris management and emergency response services across the United States. Under his leadership, DRC is at the forefront of every major disaster, working with federal, state and local agencies to restore communities and rebuild critical infrastructure. As an Executive Board member of the Disaster Recovery Coalition of America (DRCA), Mr. Sullivan is dedicated to advancing best practices in disaster response.

With 30 years of experience in the construction and emergency response industries, Mr. Sullivan has extensive expertise in disaster recovery, large-scale infrastructure development, marine construction and dredging. In addition to his leadership at DRC, he plays a key role in the executive management and operations of several portfolio companies, including SLSCO Ltd., Callan Marine and Forgen.

What began as Sullivan Land Services over three decades ago has grown into the Sullivan Brothers Family of Companies, a nationwide enterprise operating in all 50 states with 12,400 employees and 580+ active project locations. Together, these companies are dedicated to transforming communities and improving individual lives by delivering comprehensive solutions across a wide range of industries. Their work spans construction, disaster recovery, infrastructure development, industrial services, environmental remediation, healthcare and energy projects, addressing the diverse needs of both public and private sector clients, including FEMA, USACE and HUD.

(888) 721-4372

Jsullivan@drcusa.com

111 Veterans Boulevard, Ste. 1420,
Metairie, LA 70005

EDUCATION

Texas A&M University – College Station, Texas
Bachelor of Science - Construction Science

WORK EXPERIENCE

NYC Build It Back Program – *New York, NY*
• Program/construction management for the reconstruction, rehabilitation and elevation of over 700 homes in Staten Island. CDBG-DR funded project for New York City restoring homes damaged by Hurricane Sandy.

New York City Rapid Repairs Program – *New York, NY*
• Over 1,700 homes were repaired throughout the five boroughs of New York following Hurricane Sandy. All repairs were performed in a four-month period and included mechanical, electric, and plumbing.

FEMA Galveston County Emergency Housing – Galveston County, TX
• Involved the complete development of two former athletic fields into fully-functional manufactured home communities totaling 106 units. Both projects were completed in 28 days.

USACE GIWW Willacy County Dredging – Harlingen, TX
• Dredging of approximately 423,000 cubic yards of material in the Gulf Intracoastal Waterway and disposal in designated USACE placement areas.

Port of Harlingen Maintenance Dredging – Harlingen, TX
• Maintenance dredging of Port of Harlingen dock facilities. Dredging of approximately 58,000 cubic yards of material and disposal in POH placement areas.

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Hurricane Ida, Kentucky and Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
2019
Hurricane Dorian, Tropical Storm Barry, Tropical Storm Imelda
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey
2016
LA Severe Storms & Flooding
2015
Winter Storm Jonas; Houston, TX Flood

CERTIFICATIONS

• Introduction to Incident Command System, ICS-100
• ICS for Single Resources and Initial Action Incident
• OSHA Safety Certification
• USACE Contractor Quality Management
• FEMA IS-20.24 • FEMA IS-100.b • FEMA IS-200.b

KRISTY FUENTES

Vice President of Compliance and Administration



(888) 721-4372

Kfuentes@drcusa.com

111 Veterans Boulevard, Ste. 1420,
Metairie, LA 70005

Kristy Fuentes, DRC's Vice President of Compliance and Administration, offers 20 years of experience in disaster recovery projects, client expansion, and government relations. Throughout the years, Ms. Fuentes has been an essential element in the management of all of DRC's disaster relief projects. Some of these major hurricane projects include Hurricanes Helene, Milton, Ian, Ida, Michael, Florence, Irma, Harvey, Ike, Wilma, and Katrina. Other major projects include the 2025 Texas Hill Country Floods, 2024 South Fork and Salt Fires, 2023 Hawaii Wildfires, 2022 Colorado Marshall Wildfires, 2021 Kentucky Tornadoes, 2021 Winter Storm Uri, 2020 California Wildfires, 2020 Malden Fire, 2016 Louisiana Severe Storms and Flooding, and the 2010 BP Oil Spill. She managed 91 activations in response to Hurricanes Helene and Milton in 2025; these projects involved the operation of 151 debris management sites, as well as the removal and disposal of more than 18 million cubic yards of debris. Ms. Fuentes has been an instrumental asset to the company by acting as the designated liaison for clients and ensuring consistency and quality in performance while managing various projects.

Ms. Fuentes has implemented changes and improvements to the methods and procedures for contracts, licensing, and pre-qualification processes to guarantee contractor compliance with Federal and State regulations. Ms. Fuentes continues to aid clients across the United States in planning, program management, disaster response, demolition contracting, and regulatory compliance while maintaining a key administrative role for every disaster and project DRC performs. Ms. Fuentes' unique oversight and creativity in every role she has assumed has significantly improved DRC's ability to flourish in increasingly demanding disaster recovery environments.

EDUCATION

University of New Orleans – New Orleans, LA
Marketing – 1993
Southeastern Louisiana University – Hammond, LA
Marketing - 1992-1993

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Chief Executive Compliance Officer, October 2014 - Present
• Overall day-to-day responsibility for directing the DRC ethics, business conduct, and government contract compliance programs. Ensures that all executives and employees have ethics training on an annual basis and that the code provides compliance guidance appropriate to the size and nature of DRC's business.

Vice President of Business Development, 2013 - Present
• Management of DRC's marketing, sales, and communications functions, providing client relations and assistance in planning, program management, disaster response, demolition, contracting, and regulatory compliance.

Regional Manager, 2005 - Present
• Overall day-to-day responsibility for managing all client customer needs, including contracts, maintenance, training, and planning for disaster events.

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
2019
Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey

PROMINENT CERTIFICATIONS

Hazardous Waste Operations & Emergency Response – Initial • FEMA IS-100.b • FEMA IS-632.a • FEMA IS-633 • FEMA IS-634 • FEMA IS-700 • FEMA IS-702.a

OTHER CERTIFICATIONS

Can be provided upon request.

JOE NEWMAN

Vice President of Operations

Mr. Newman has more than 2 decades of experience overseeing large-scale construction and disaster-related debris management projects. As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman plays a key role in every major activation, providing operational oversight to measure progress and adjusting processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation. Since becoming Vice President of Operations in 2017, Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornados, Winter Storms, Fires, and Earthquakes, with a cumulative contract value of more than $1.8 billion. Mr. Newman is a strong leader whose organizational, critical thinking, and communication skills are integral to the success of the team.



(888) 721-4372

Jnewman@drcusa.com

111 Veterans Boulevard, Ste. 1420,
Metairie, LA 70005

EDUCATION

United States Army
Army Ranger *1995–2000*

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Vice President of Operations *March 2016 - Present*

Program Manager *2003 - March 2016*
- On-ground execution of projects
- Crew oversight
- Schedule adherence
- Resource utilization
- Quality, safety, and regulatory compliance

United States Army

Army Ranger *1995 - 2000*
- Ranger Indoctrination Program (RIP)
- Primary Leadership Development Course (PLDC)
- Airborne School

CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response – Initial
- FEMA IS-100.b
Introduction to Incident Command System, ICS-100
- FEMA IS-632.a
Introduction to Debris Operations
- FEMA IS-702.a
NIMS Public Information Systems
- FEMA IS-100.PWB
- FEMA IS-35.17
- FEMA IS-2900

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricanes Zeta, Delta, Sally, Laura, Isaias, and Hana
2019
Tropical Storm Imelda, Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey
2016
Hurricane Matthew, Louisiana Severe Storms and Flooding
2015
Houston, TX Flood
2011
Tornado Outbreak
2008
Hurricane Gustav
2007
Missouri Ice Storm
2006
New York Ice Storm
2005
Hurricane Katrina, Hurricane Dennis

TONY FURR

Director of Technical Assistance and Training

Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for more than 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program from 2005 (Hurricanes Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services and all clients while navigating the FEMA Disaster grant programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he has presided over the round table workshops hosted by the Disaster Recovery Coalition of America (DRCA) in FEMA Region VI.

Tony Furr is among the most knowledgeable people working in the debris management business, with firsthand field experience managing major disasters and PA grants.



(888) 721-4372

Tfurr@drcusa.com

111 Veterans Boulevard, Ste. 1420,
Metairie, LA 70005

EDUCATION

Mitchell Community College – Statesville, North Carolina
Technical or Occupational Certificate in Engineering – 2002

Stanley Community College – Albemarle, North Carolina
Technical or Occupational Certificate – 1980

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA
Director of Technical Assistance & Training, *2021 - Present*
- Provide ongoing education to DRC Personnel and Jurisdictions through training and workshops
- Attend meetings with FEMA
- Consult with Clients to help identify and suggest equipment, products, or services they may need
- Perform a key role in project planning and identification of resources needed

Department of Homeland Security-Federal Emergency Management Agency (FEMA)
Public Assistance Task Force Lead/Debris Task Force Lead, *2016-2021*
- Regional Debris Subject Matter Expert (SME)
- Managed United States Army Corps of Engineers (USACE) mission assignment (MA) for Federal Operational Support (FOS) for a debris mission consisting of ten debris SMEs conducting field operations
- Coordinated the Debris Task Force, which consists of state, federal, and local agencies, to promote an efficient and effective debris removal mission consisting of an excess of 5,000,000 cubic yards of debris across 26 Parishes
- Liaison to the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) for debris issues

NOTABLE PROJECTS

- Designed and implemented the Chambers County Audit Program (DR-1791-TX) as requested by the Office of Inspector General (OIG). Specific program elements included research and analysis of OIG findings, guidance to the seven-person FEMA/State Audit Team on the necessary steps and methodology of the audit process, interpretation of statutory regulation and policy, and communication and coordination between all stakeholders on the project progress and results

- At the request of Senior Management, designed and developed the current Region 6, Debris Management Plan (DMP) templates to aid the Grantee / Subgrantees in the development of their own comprehensive DMP

- Served as Region 6 Debris Subject Matter Expert (SME), reviewing all applicant-submitted Debris Management Plans

- Performed technical review of the City of Dayton's (subgrantee) second appeal for FEMA HQ and provided White Paper technical analysis of programmatic compliance

CERTIFICATIONS

ICS-100 • ICS-200 • FEMA IS-24 • FEMA IS-632.a • FEMA IS-634 • FEMA IS-800.b • FEMA IS-821 • FEMA IS-00022 • FEMA IS-00230 • FEMA IS-00317 • FEMA IS-00393.a • FEMA IS-00631 • FEMA IS-00632 • FEMA IS-00821 • FEMA IS-1812 • National Wildlife Coordinative Group Certifications L-381 and L-480 • E0193 Certified Appeal Analyst • Various field training, including CEF, Hazard Mitigation, PA Ops 1, PA Ops 2, and Debris • Project Management (Certified Project Manager (CPM) URS Corporation

CHAD BRAUN

Director of Response Readiness

Mr. Braun is a nationally recognized expert in debris disaster response with over 2 decades of experience leading emergency operations for the U.S. Army Corps of Engineers (USACE). He has managed large-scale debris missions following major hurricanes and natural disasters across Florida, Puerto Rico, Mississippi, Louisiana, Texas, Alabama, and Tennessee. Notably, he served on the USACE Debris National Cadre as a Debris Subject Matter Expert (SME) from 2016 to 2025, leading and overseeing debris removal and disposal operations during some of the most complex emergency missions in recent U.S. history. Mr. Braun has directed large field teams, led major public and private debris cleanup efforts, and developed response protocols for national-level debris operations. His subject matter expertise in Government coordination, debris contracting, and disaster logistics make him a critical asset to our response team.

In addition to his disaster response work, Mr. Braun has a deep background in federal construction and service contract management, overseeing more than $700 million annually in global construction and $330 million in service contract task orders. He has served as a warranted Administrative Contracting Officer (ACO) for multi-million-dollar programs, delivered design-build projects, and provided leadership for large scale Civil Works Projects. Mr. Braun has led technical evaluations for major acquisitions, served as a CPARS Assessing Official, and played key roles on Source Selection Evaluation Boards. His credentials and leadership in high-risk, multi-site operations, reflect his ability to deliver results across mission-critical federal programs.



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EDUCATION

Tennessee Technological University
B.S. in Civil Engineering

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA
Director of Response Readiness, 2025 - Present

USACE – Huntsville Center - Huntsville, AL
Emergency Operations SME, 2015 - 2025
• SME for FEMA Debris Emergency Operations—coordinated logistics, contracts, and recovery across FL, LA, TX, TN. Key player in Hurricane Maria Response; led $749M T&M contract support for Puerto Rico's power grid recovery. Directed post-disaster debris management with federal, state, and local partners; supervised large-scale response teams. Oversaw $700M+ in construction and $330M+ in service task orders annually across global programs.

USACE – Mobile District - Crestview, FL
Resident Engineer/Office Chief, 2019
• Oversaw $50M+ in military construction and SRM projects. Led construction team, ensured QA/safety compliance, and evaluated CMS A&E proposals.

USACE – Transatlantic Middle East District – Iraq
Lead Office Engineer, 2017
• Supported $300M emergency dam stabilization; led SOP development for high-risk cost-reimbursable contracts. Supervised Iraqi engineers and served as COR for personnel services.

USACE - Nashville District - Center Hill, TN
Team Lead, 2008 - 2015
• Directed teams of 50–80 QA staff for national debris removal ops. Managed megaprojects including $120M barrier wall and $87M grouting contracts. Led $58M+ in REA and mod resolution; implemented VECPs saving $6.8M.

CERTIFICATIONS

• Registered Professional Engineer, Tennessee License #112212 • Certified Construction Manager, CMAA • DAWIA Level II Contracting • DAWIA Level III Facility Engineering • 10-hour OSHA Construction Safety and Health • FEMA/USACE - COR Certification/Credentials • USACE - Civil Level One Training • FEMA IS-100.c • FEMA IS-700.b
• Hazwoper

NOTABLE PROJECTS

2024-2025 - Hurricane Helene, Hurricane Milton
2023 - Hurricane Idalia
2022 - Hurricane Ian
2021-2020 - Tennessee Floods, Hurricane Laura, Hurricane Delta, Tennessee Tornadoes
2017-2018 - Hurricane Maria, Hurricane Irma
2016 - Louisiana Severe Storms and Flooding, Texas Floods
2005-2006 - Hurricane Katrina

LISA WALSH

Contracts Manager

Prior to joining DRC, Ms. Walsh provided administrative assistance for emergency response projects involving FEMA protocol. Since joining DRC in 2010, she gained experience in data management operations following some of the largest debris generating natural disasters in recent history, and she became an integral part of DRC's data department. Ms. Walsh was responsible for overseeing data collection for state and federally funded projects, helping to recover $2.5 billion in data collection since 2016. Ms. Walsh is very important to DRC's continued success in data.

Since 2013, Ms. Walsh has overseen all contracts for DRC as Contracts Manager. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence; managing the pre-events contracts database; and coordinating with new and existing clients in establishing pre-event contract awards, contract renewals, and contract extensions. Ms. Walsh has provided continuous administrative aid to DRC's management personnel on all major disasters since 2010 through assisting and maintaining close relationships with each jurisdiction to ensure that all documentation is received and sent in a timely manner.



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EDUCATION

Our Lady of Holy Cross College – New Orleans, LA
Bachelor's Degree in Accounting – May 2015
Nunez Community College – Chalmette, LA
Associates Degree in Business Technology – 2010

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Contracts Manager, *November 2013 - Present*
- Maintain contractual records and documentation such as receipt and control of all contract correspondence.
- Ensure that signed contracts are communicated to all relevant parties to provide contract visibility and awareness and interpretation to support implementation.
- Responsible for applying for, renewing, and activating general contractor's licenses nationwide; prequalification with Department of Transportation offices nationwide
- Responsible for Secretary of State annual filings and authorizations to do business

Project Administrator, *July 2010 - November 2013*
- Provided administrative assistance to the Chief Operating Officer, Regional Manager, and several Project Managers for projects in Louisiana, including, but limited to:
  - MC52 BP Oil Spill Clean Up
  - St. Bernard Road Project
  - Orleans Parish Sheriff's Office
  - Hurricane Isaac Recovery – Assisted project managers in several contracts; coordinated and managed personnel to scan and submit tickets to the Mobile office
- Project Administrator for two demolition projects for the City of New Orleans; responsibilities included filing permits, making LA One Calls, reviewing all packets for demolition paperwork before demolition, attending monthly meetings with the City of New Orleans, and providing invoicing reconciliation
- Researched bids and RFPs throughout the United States

Law Offices of Christian D. Chesson – New Orleans, Louisiana
Paralegal/Office Manager, *September 2006-January 2009*
- Assisted in Chapter 7 Bankruptcy and Lemon Law documentation for clients
- Provided overall office management, including:
  - Client relations
  - Accounts payable/receivable
  - Administrative support to ten attorneys in the New Orleans office location
  - Liaison between the New Orleans office and the Lake Charles office locations

Advanced Cleanup Technologies, Inc. – Rancho Dominguez, California
Administrative Manager, *October 2005-May 2006*
- Director of Human Resources for the Southeastern Branch of ACTI
- Administrative office manager duties included documentation and operational support for operations manager and project managers; invoicing for emergency response projects following FEMA protocol

PROMINENT CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response – Initial

OTHER CERTIFICATIONS

Can be provided upon request.

LISA WALSH

Contracts Manager

NOTABLE PROJECTS

2025
Flooding in Texas, Kentucky, and Tennessee
2024
Hurricanes Beryl, Francine, Helene, and Milton; New Mexico Wildfire
2023
Hawaii Wildfire; Tornadoes in Alabama, Arkansas, Mississippi, and Oklahoma
2022
Hurricane Ian
2021
Kentucky Tornadoes, Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Zeta, Hurricane Delta, Hurricane Sally, Hurricane Laura, Hurricane Isaias, Hurricane Hana
2019
Tropical Storm Imelda, Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Maria, Hurricane Irma, Hurricane Harvey
2016
Hurricane Matthew, Louisiana Severe Storms and Flooding (DR-4277)
2015
Winter Storm Jonas, Houston, TX Flood
2014
Winter Storm Pax
2013
Midwestern Tornado Outbreak
2012
Super Storm Sandy, Hurricane Issac
2011
Hurricane Irene
2010
BP Oil Spill
2008
Hurricane Gustav, Hurricane Ike
2006
Hurricane Wilma
2005
Hurricane Rita, Hurricane Ophelia, Hurricane Katrina, Hurricane Dennis

CLIFTON KENNEDY

Regional Manager



As a former Captain in the U.S. Marine Corps, Mr. Kennedy handled the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. As Regional Manager for Colorado and Texas, Mr. Kennedy is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Kennedy handled several Mechanical Dredging and Waterway Debris Removal Projects within the City of Houston, TX, with a cumulative contract value of $43.5 million. Upon joining the DRC team, Mr. Kennedy worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey; during this project he coordinated with eight different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

In 2022, Mr. Kennedy handled the Marshall Fire in Boulder County, Colorado, which had a total contract value of $27 million. Additionally, he oversaw the removal of debris following flash floods in Larimer County, Colorado. In 2024, Mr. Kennedy oversaw 22 activations in Texas following Hurricane Beryl; under his supervision, DRC's work crews removed more than 2 million cubic yards of debris during our response to the hurricane. Additionally, Mr. Kennedy has overseen the removal and disposal of more than $111 million worth of debris during DRC's response to the South Fork and Salt Fires in New Mexico since 2024, and Mr. Kennedy has led DRC's response to the July 2025 Floods that devastated the Texas Hill Country. Mr. Kennedy has managed the removal and disposal of more than 2 million cubic yards of debris from 9 counties and 8 cities in Central Texas in response to the Texas Hill Country Floods.

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EDUCATION

Infantry Officer's Course – Quantico, Virginia 2003

Texas A&M University – College Station, Texas
Bachelor of Arts in Political Science – 2002

WORK EXPERIENCE

DRC Emergency Services, LLC – Houston, Texas

Texas & Southwest Regional Manager, March 2018 – Present
Special Projects Manager, October 2017-February 2018

- Responsible for seeking out, and managing the business development efforts for immediate and opportunistic disaster response and recovery projects in Texas and the Southwest United States.
- In charge of responding to RFP's and negotiating contracts with city, county, and federal agencies for pre-event disaster response contracts.
- Responsible for the response and coordination for a project and hand-over to the operations team in the field.

PROJECT EXPERIENCE

Regional Manager, Hurricane Beryl and Derecho, Texas Gulf Coast Region, 2024.

- Mr. Kennedy led the DRC response and recovery across the State of Texas. Mr. Kennedy oversaw 21 contract activations and over $50 million in debris removal contracts.

Project Manager, Hurricane Florence, North Carolina, 2018.

- Mr. Kennedy served as the company's lead in response and recovery for military installations that were affected by the hurricane. Mr. Kennedy developed partnerships with federal contractors that led to debris removal contracts at Marine Corps Base, Camp Lejeune. Responsibilities included providing daily reporting to client, project management oversight, logistical support and contract management. Debris removal covered multiple mission essential areas around the 246 square mile installation.

Business Development, Hurricane Michael, Georgia, 2018.

- Mr. Kennedy served in the role of business development and client relations in the affected areas of southwest Georgia. Immediately following the landfall of the hurricane, Mr. Kennedy mobilized to the area to meet with existing customers and advise them on what steps they needed to take to ensure an efficient response. DRC was awarded a contract from Georgia Department of Transportation to remove storm debris from state right-of-ways in Southwest Georgia.

Regional Manager, Hurricane Harvey and waterway debris removal, Houston, Texas, 2017-Present

- Mr. Kennedy served as the manager during the recovery efforts for multiple contract activations in the aftermath of Hurricane Harvey. Mr. Kennedy's responsibilities included managing the daily operations of debris removal, transportation and final disposal; logistical coordination of the personnel and resources; and maintaining lines of communication and reporting with the customers. Mr. Kennedy has also directed the City of Houston's waterway clean-up project, encompassing debris removal operations in Lake Houston, San Jacinto River and creek and bayou system.

CLIFTON KENNEDY

Regional Manager

PROJECT EXPERIENCE CONT.

Special Projects Manager, Hurricane Harvey, Texas, 2017, General Land Office.

• Mr. Kennedy served in various capacities to serve customers around the state of Texas. Mr. Kennedy oversaw contracts with the State of Texas' General Land Office recovery along a 130-mile stretch of Gulf Coast beaches. Mr. Kennedy's responsibilities included preparing operation plans and schedules, ensuring compliance with local, state and federal authorities, providing logistical and procurement support and project management. Responsible for daily reporting to USACE and Texas General Land Office.

PREVIOUS EXPERIENCE

Every Village – Houston, Texas and South Sudan, Africa
Director, 2016-2017

• Developed strategy and vision for the organization to grow its budget and capacity to increase clean water and radio programs in South Sudan.

Stream Realty Partners – Houston, Texas
Vice President, 2010-2016

• Managed construction and development projects across the company's full service, commercial real estate platform.

MILITARY EXPERIENCE

United States Marine Corps
Captain/Infantry Officer
Marine Barracks Washington, "8th & I" – 2007-2010

• Served as Company Commander for Bravo Company, comprised of 140 infantry Marines. During that time, executed over two hundred ceremonies in the National Capital Region, honoring U.S. Presidents, government officials, military officials, and visiting foreign dignitaries.

2nd Battalion, 3rd Marines – Kaneohe Bay, Hawaii – 2004-2007
Assistant Operations Officer, Al Anbar Province, Iraq.

Infantry platoon commander, Jalalabad and Kunar, Afghanistan

Infantry platoon commander, 31st Marine Expeditionary Unit – Southeast Asia

CERTIFICATIONS

• FEMA – IS-100.c
• FEMA – IS-632.a
• FEMA – IS-700.b
• 8 Hour HAZWOPER Refresher
• 10 Hour OSHA Training for the Construction Industry

NOTABLE PROJECTS

2025
Texas Floods
2024
Hurricane Beryl, Salt Fork Fires, Hurricane Helene
2022
Larimer County Floods
2021
Hurricane Ida, Hurricane Nicolas, Winter Storm Uri
2020
Hurricane Beta, Hurricane Laura, Hurricane Hanna
2019
Hurricane Dorian, Tropical Storm Imelda
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Harvey, Hurricane Maria

MARK BUSH

Operations Manager/Project Manager



Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He also served six years in the US Army as a Light Wheel Mechanic and served as a Squad Leader with the 4th Brigade/4th Infantry Division. Mr. Bush went to Lamar University in Beaumont, TX. Upon joining DRC, he worked as a Project Manager. Currently, Mr. Bush works for DRC as Operations Manager. As Operations Manager, Mr. Bush contributes information and recommendations for strategic plans and reviews; prepares and completes action plans; implements production, productivity, quality, and customer service standards; resolves problems in the field; completes audits; identifies trends; analyzes and improves organizational processes and workflows; maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complies with legal regulations. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail, adaptability to change, and time management.

Mr. Bush managed debris removal operations following the Babb Road Wildfire in Washington in 2020 and the Marshall Fires in Colorado in 2021. In 2022, he managed several projects in Florida following Hurricane Ian. Additionally, Mr. Bush led DRC's response to Winter Storm Mara for Travis County, Texas in 2023. In 2024, he managed projects for the State of Washington following the Oregon & Grey Fires. Mr. Bush also directed debris removal operations in Harris County following the May 2024 Derecho, in the City of Houston following Hurricane Beryl, and in several Louisiana cities and parishes following Hurricane Francine. The value of his 2024 work exceeded $24 million. Beginning in July 2025, Mr. Bush has overseen DRC's response to the Texas Hill Country Floods. Mr. Bush is currently managing operations in nine counties and eight cities in Central Texas, from which he has managed the removal and disposal of more than $97 million worth of debris.

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WORK EXPERIENCE

DRC Emergency Services, LLC
Operations Manager/Project Manager, 2017–Present
- Manages the daily logistical coordination of crews, heavy equipment, and support resources
- Implements health and safety protocols to ensure that all work is completed safely
- Plans workflow and future crew movement
- Produces daily work site documentation
- Coordinates DMS closures
- Manages all phases of assigned projects, ensuring contractual obligations are met
- Accountable for the personnel and equipment onsite

Orion Water Solutions
Field Service Supervisor/Operations Coordinator, 2014-2017
- Served as the supervisor and coordinator for all operations, including but not limited to managing the logistics of mobile equipment, chemical shipments, and all personnel.

MILITARY EXPERIENCE

United States Army
- Squad Leader with the 4th Brigade/4th Infantry Division, 2007-2013
- Jalalabad, Afghanistan. Tasked with Base Defense Ops and served as a member of a QRF Team in support of Operation Enduring Freedom.

EDUCATION

Lamar University, 1995–1997
Houston Area Plumbers Joint Apprenticeship Training, 1999-2003

CERTIFICATIONS

• Hazardous Waste Operations & Emergency Response – 40-Hour • TX All-lines Ins. Adjuster (lic#2156078) • SafeLand USA • SafeGulf USA • H2S Awareness Training CPR AED Certified
FEMA IS-5.a • FEMA IS-10.a • FEMA IS-37.23 • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.c • FEMA IS-235.c • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-317.a • FEMA IS-321 • FEMA IS-325 • FEMA IS-632.a • FEMA IS-633 • FEMA IS-700.b

NOTABLE PROJECTS

2025
Texas Flooding
2024
Hurricane Beryl, New Mexico Wildfire
2023
Hawaii Wildfire; Arkansas and Oklahoma Tornadoes
2021
Hurricane Ida, Texas Severe Winter Storms, Marshall Fires
2020
Hurricanes Zeta, Delta, Sally, and Hana; Babb Road Wildfire
2019
Hurricane Dorian, Tropical Storm Barry, Tropical Storm Imelda
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Harvey

SAM DANCER

Project Manager/Field Supervisor

After more than a decade in military and law enforcement, Mr. Dancer joined DRC as a Field Supervisor and Project Manager. His responsibilities as Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Dancer helped seven cities and parishes in Louisiana respond to Hurricane Ida, and he oversaw the removal and disposal of more than 8.6 million cubic yards on contracts worth more than $151 million. In 2024 and 2025, Mr. Dancer managed activations in Texas, Louisiana, and Florida following Hurricanes Beryl, Francine, Helene, and Milton. The cumulative value of his 2024 and 2025 projects is approximately $8 million.



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EDUCATION

Southeastern Louisiana University – Hammond, LA
Computer Science

WORK EXPERIENCE

DRC Emergency Services, LLC – New Orleans, LA

Field Supervisor/Project Manager, 2013 – Present
• Manages all phases of assigned projects, ensuring contractual obligations are met. Accountable for the personnel and equipment onsite. Projects include St. Louis County and the City of Bridgeton, MO, tornado debris removal; Tuscaloosa, AL (ALDOT) residential demolition of tornado-damaged residences; Terrebonne Parish, LA, St. Louis Bayou Cleanout project; City of New Orleans, LA, Strategic Demolition for Economic Recovery project.

Cahaba Disaster Recovery– Mobile, Alabama

Project Manager, 2008-2012
• Directed all phases of disaster-related projects from contract activation to final closeout; coordinated mobilization of subcontractors and ensured crews in the field operated in accordance with OSHA and DEQ regulations; maintained effective communication with local governing bodies, FEMA, Army Corps of Engineers, and monitoring firms. Recovery projects included areas impacted by Hurricanes Gustav and Ike, the City of Fayetteville, Arkansas ice storm; the City of Nashville, Tennessee flooding; BP Oil Spill; and the Port au Prince, Haiti earthquake.

Omni-Pinnacle Emergency Response – Slidell, LA

Field Supervisor, 2005-2008
• Managed the day-to-day activities of crews and employees in the field, including operations involving tree cutting, debris removal, debris disposal, waterway clearing and residential and commercial demolition; ensured that FEMA, OSHA, DEQ and contractual obligations were met; project involvement included Hurricanes Katrina and Rita in unincorporated St. Tammany Parish, LA and Wilma in Indian River County, FL.

MILITARY EXPERIENCE

Louisiana Army National Guard (Infantry) – Houma, Louisiana

Squad Leader, 1989-1991
• Accountable for the proper training and the well-being of an eleven-person infantry squad; maintained combat readiness of the squad and all assigned weapons and equipment to ensure mission completion; unit was activated for Desert Storm.

United States Army (Infantry) – Multiple Locations

Senior Custodial Agent, Fire Team Leader/Track Commander, 1983-1986
• Controlled entry of US and German personnel into the limited and exclusion areas of a remote nuclear missile site and provide tactical response in the event of a perimeter breach; ensured that the soldiers in the fire team were properly trained and all assigned equipment was maintained; participated in Bright Star, Egypt (1985).

SAM DANCER

Project Manager/Field Supervisor

PROMINENT CERTIFICATIONS

- Hazardous Waste Operations & Emergency Response – Initial
- LDEQ Asbestos Contractor/Supervisor
- FEMA IS-100.c Introduction to Incident Command System, ICS-100
- FEMA IS-100.pwb Introduction to the Incident Command System
- FEMA IS-632.a Introduction to Debris Operations
- FEMA IS-633 Debris Management Plan Development
- FEMA IS-634 Introduction to FEMA's Public Assistance Program
- FEMA IS-700.b National Incident Management System (NIMS), An Introduction
- FEMA IS-702.a NIMS Public Information Systems
- USACE CQM Training Certificate
- CPR: Adult, Child, Infant, & AED Training (BLS)

OTHER CERTIFICATIONS

FEMA IS-5.a • FEMA IS-10.a • FEMA IS-11.a • FEMA IS-20.24 • FEMA IS-21.21 • FEMA IS-35.21 • FEMA ISI-36 • FEMA IS-37.17 • FEMA IS-37.21 • FEMA IS-37.24 • FEMA IS-42 • FEMA IS-60.b • FEMA IS-75 • FEMA IS-100.a • FEMA IS-100.b • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.a • FEMA IS-200.b • FEMA IS-200.c • FEMA IS-201 • FEMA IS-230.e • FEMA IS-230.d • FEMA IS-235.c • FEMA IS-240.b • FEMA IS-241.b • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-244.b • FEMA IS-315 • FEMA IS-315.a • FEMA IS-317 • FEMA IS-317.a • FEMA IS-324.a • FEMA IS-325 •FEMA IS-360 • FEMA IS-368.a • FEMA IS-394.a •FEMA IS-403 • FEMA IS-405 • FEMA IS-453 • FEMA IS-559 • FEMA IS-632.a • FEMA IS-634 • FEMA IS-660 • FEMA IS-700.a • FEMA IS-700.b • FEMA IS-800.b • FEMA IS-800.d • FEMA IS-904 • FEMA IS-905 • FEMA IS-906 • FEMA IS-907 • FEMA IS-909 • FEMA IS-912 • FEMA IS-914 • FEMA IS-1000 • FEMA IS-1001 • FEMA IS-1010 • FEMA IS-1150 • FEMA IS-1151 • FEMA IS-1172 • FEMA IS-2002 • FEMA IS-2200 •FEMA IS-2900.a • FEMA IS-2901 • OSHA-105 •OSHA-107 • OSHA-108 • OSHA-112 • OSHA-113 •OSHA-115 • OSHA-116 • OSHA-121 • OSHA-122 •OSHA-144 • OSHA-150 • OSHA-151 • OSHA-152 •OSHA-161 • OSHA-162 • OSHA-602 • OSHA-603 •OSHA-605 • OSHA-612 • OSHA-614 • OSHA-618 •OSHA-700 • OSHA-701 • OSHA-702 • OSHA-704 •OSHA-707 • OSHA-716 • OSHA-718 • OSHA-719 •OSHA-722 • OSHA-750 • OSHA-806 • OSHA-807 •OSHA-808 • OSHA-809 • OSHA-815 • OSHA-852

NOTABLE PROJECTS

2024
Hurricane Beryl, Hurricane Francine, Hurricane Helene, Hurricane Milton
2021
Hurricane Ida, Alabama Tornadoes, Texas Severe Winter Storms
2020
Hurricane Delta, Hurricane Laura
2019
Hurricane Dorian, Tropical Storm Barry
2018
Hurricane Michael, Hurricane Florence
2017
Hurricane Irma, Hurricane Harvey
2016
Louisiana Serve Storms and Flooding (DR-4277)
2015
Houston, TX Flood
2014
Winter Storm Pax
2013
Midwestern Tornado Outbreak
2012
Hurricane Isaac
2011
Hurricane Irene
2010
BP Oil Spill
2008
Hurricane Gustav, Hurricane Ike
2005
Hurricane Rita, Hurricane Katrina, Hurricane Dennis

ACCESS AND AWARDS

- TWIC Card
- Access to the Homeland Security Information
- Network for LA, MS, TX, AL and the EM Site
- Louisiana War Cross
- National Defense Service Medal
- Good Conduct Medal
- Army Achievement Medal

TAYLOR JUMONVILLE

Project Manager

Mr. Jumonville has nine years of experience in project management, both for DRC and for our sister company, SLSCO. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors. Mr. Jumonville is also asbestos certified, technician and traffic control support certified for Louisiana, and a certified arborist. Mr. Jumonville presently resides in Lafayette, Louisiana.

Mr. Jumonville's most notable project is the Hurricane Ida Cleanup, which resulted in the removal and disposal of over 2.3 million cubic yards of debris. Mr. Jumonville also managed DRC's Hurricane Zeta response for the Alabama Department of Transportation (ALDOT) in 2020, and assisted ALDOT following the Dallas County Tornado in 2023. In 2024, Mr. Jumonville oversaw seven contract activations during DRC's response to Hurricane Francine in Louisiana. Additionally, Mr. Jumonville managed a project for the U.S. Army Corps of Engineers in Tennessee following the 2023 Old Hickory Tornado; the contract value for this ongoing project has eclipsed $4.5 million.



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WORK EXPERIENCE

DRC Emergency Services, LLC
Project Manager, 2019 – Present
- Manages all phases of assigned projects, ensuring contractual obligations are met.
- Accountable for the personnel and equipment onsite.

SLSCO, LLC – Galveston, TX
Superintendent/Operations Manager, 2016–2019
- Managed all phases of assigned projects, ensuring contractual obligations are met.
- Accountable for the personnel and equipment onsite.

CERTIFICATIONS

Asbestos Contractor/Supervisor • Traffic Control Technician • Traffic Control Supervisor • Certified Arborist • 40-Hour OSHA HAZWOPER • FEMA IS-5.a • FEMA IS-37.23 • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.c • FEMA IS-633 • FEMA IS-800 • FEMA IS-1010 • FDOT Temporary Traffic Control Course • OSHA 10 HR Outreach Program – Construction • LDEQ Certificate • University of Alabama Safe State SSEP Accreditation • VDOT Intermediate Work Zone and Flagger Certification

NOTABLE PROJECTS

2024
Texas Derecho
Hurricane Francine
2023
Texas Winter Storm Mara
Alabama Winter Tornado
Tennessee Tornado
2022
Boulder, CO Wildfires
Lafourche Parish PPDR Demos
2021
Hurricane Ida
2020
Hurricane Zeta
Puerto Rico Housing Recovery Program
Commonwealth of the Northern Marianna Islands Homeowner Assistance Program
2017
Hurricane Harvey
2016
South Carolina Disaster Recovery Homeowner Assistance Program
Baton Rouge/Victoria MHU Group Site
Louisiana Shelter at Home Program (GOHSEP)

ACE BAKER

Project Manager

With more than 20 years of experience in logistics management, industrial and residential construction, demolition, rigging and recovery, Mr. Baker joined DRC as a Project Manager in October of 2024. Prior to his work with DRC, Mr. Baker was an independent contractor in his home state of Missouri where he provided oversight for crews and companies working to restore infrastructure following natural disasters. His work in independent contracting gave him the expertise needed to successfully lead a team and manage field operations. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

In his first year at DRC, Mr. Baker managed five contracts following the spring 2025 flooding in Eastern Kentucky. Mr. Baker also helped with DRC's response to Hurricane Helene for the Georgia Department of Transportation and the Virginia Department of Emergency Management, and he supported DRC's response to the July 2025 Texas Hill Country Floods. The total value of Mr. Baker's contracts for 2025 exceeded $55 million.

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WORK EXPERIENCE

DRC Emergency Services - New Orleans, LA
Project Manager, 2024-Present

- Manages all phases of assigned projects, ensuing contractual obligations are met.
- Accountable for the personnel and equipment onsite.
- Oversaw debris removal projects for the Georgia Department of Transportation, the Virginia Department of Emergency Management, and the Texas Division of Emergency Management.

Self Employed
Independent Contractor, 2005-2024

- Provided logistical services for large-scale industrial projects including industrial rigging, transportation, and deconstruction across the country.
- Supplied FEMA with camp construction and logistical services, in addition to transporting emergency housing, shower, laundry and kitchen units.
- Managed debris removal following disasters including Hurricanes Michael, Maria, and Ida.
- Worked with Lowes as a legacy contractor doing custom home remodeling from 2009 to 2015.
- Built and remodeled homes for resale from 2005 to 2009.

(Continued)

Ozarks Coca-Cola - Springfield, Missouri
Delivery Driver and Supervisor, 1999-2004

- Supervised load creation and served as the evening dispatcher for 40 trucks across 3 locations.

NOTABLE PROJECTS

2025
Texas Hill Country Floods
Kentucky Tornadoes
Kentucky Floods

2024
Hurricane Helene

MITCH VARNADOE

Project Manager

Mr. Varnadoe has been with DRC since 2021, and he has more than a decade of relevant work experience. Mr. Varnadoe's responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Varnadoe was the Project Manager on DRC's contract with the United States Army Corps of Engineers in response to the 2022 Kentucky Tornadoes. Additionally, Mr. Varnadoe facilitated debris removal and disposal in multiple communities following Hurricane Ian, which resulted in the removal and disposal of $69 million worth of debris. In 2024, Mr. Varnadoe assisted in managing several activations in Georgia, Alabama, and Texas following Hurricane Beryl, Hurricane Helene, and the May 2024 Texas Derecho. The total value of Mr. Varnadoe's 2024 projects exceeded $39 million.



(888) 721-4372

Mvarnadoe@drcusa.com

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Metairie, LA 70005

EDUCATION

St. Petersburg Junior College, Florida
Associate's Degree in Business Administration

WORK EXPERIENCE

DRC Emergency Services, LLC
Project Manager, 2021 - Present

- Manages all phases of assigned projects, ensuring contractual obligations are met.
- Accountable for the personnel and equipment onsite.

Varnadoe and Associates, Inc.
Consultant, 1990 - Present

- Advised local governments on how to obtain funding from various Federal agencies for projects such as municipal water, wastewater, road improvements, housing improvements and community facilities such as senior citizen buildings, special education buildings, etc., as well as disaster debris removal.
- Secured engineering firms, architects, surveyors and contractors to accomplish project goals.
- Wrote funding proposals to government agencies.
- Administered projects from the beginning to project close-out.
- Prepared and held public hearings, prepared the Federal Environmental Review for each project, and worked with other state or federal agencies such as EPA, EPD, DOT, and local governing agencies in order to meet all regulatory issues associated with the project.

Continued -

- Communicated with local officials such as Mayors, Commission Chairpersons, and city or commission councils in order to provide project updates and projections.
- Administered approximately $100 million of grant funds to approximately 52 local governments.

NOTABLE PROJECTS

2024
Hurricane Beryl, Hurricane Helene, Alabama Tornado
2022
Hurricane Ian; Boulder, Colorado, Marshall Fires
2021
Hurricane Ida, Kentucky Tornado
2020
Hurricane Laura
2018
Hurricane Michael
2017
Hurricane Irma, Hurricane Maria
2016
Hurricane Matthew

CERTIFICATIONS

FEMA IS-5.a • FEMA IS-10.a • FEMA IS-37.23 • FEMA IS-100.c • FEMA IS-111.a • FEMA IS-200.c • FEMA IS-235.c • FEMA IS-241.c • FEMA IS-242.c • FEMA IS-317.a • FEMA IS-321 • FEMA IS-325 • FEMA IS-632.a • FEMA IS-633 • FEMA IS-700.b • VDOT Intermediate Work Zone and Flagger Certification

VALERIE BLANTON

Emergency Management Liaison

Ms. Blanton, retired Recovery Specialist from the Texas Division of Emergency Management (TDEM) – Austin HQ with 30 years in State government. She worked for TDEM for 23 years starting out as a Public Information Technician shortly after Tropical Storm Allison devastated the Houston area. After being promoted to Contracts & Grants Technician, Ms. Blanton then moved to a Recovery Auditor position. For the last 15+ years, she has worked as a Recovery Coordinator/Specialist in the Public Assistance program specializing in debris management operations and managing all types of infrastructure projects. Prior to her TDEM time, she was working for Texas DPS for an additional seven years.

Ms. Blanton was also a Lead Instructor for the FEMA G-202 Debris Management Planning Course for Local Officials. As a Debris Technical Specialist, she has trained regional TDEM staff FEMA Public Assistance in the debris operations covering the regulation, law and policies that enable higher reimbursements when FEMA grants are eligible.



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WORK EXPERIENCE

DRC Emergency Services, LLC
Emergency Management Liaison, 2024 – Present

Texas Division of Emergency Management (TDEM) – Austin HQ
Recovery Coordinator/Specialist, 1999 – 2022

- Specialized in Public Assistance program, focusing on debris management operations and infrastructure project management.
- Promoted from Contracts & Grants Technician to Recovery Auditor, contributing to the recovery efforts post-Tropical Storm Allison.
- Led initiatives to enhance reimbursement processes for FEMA grants through comprehensive training on regulations, laws, and policies.

Public Information Technician, 1999 – 2002

- Assisted in disseminating crucial information during emergency situations shortly after Tropical Storm Allison.

Texas Department of Public Safety (DPS)
Various Roles, 1992 – 1999

- Gained foundational experience in state government operations prior to joining TDEM.

TRAINING

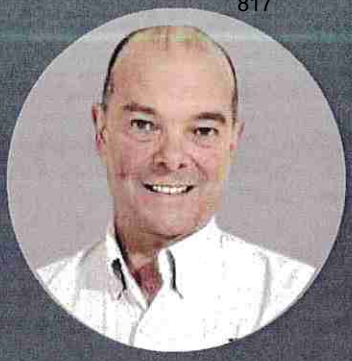
- Lead Instructor, FEMA G-202 Debris Management Planning Course for Local Officials.
- Trained regional TDEM staff in FEMA Public Assistance debris operations.

MIKE WHITE

Southeast Texas Area Manager

Mr. White served in the US Army for 22 years prior to getting involved in Emergency Management. He has served as the Emergency Management Coordinator for Jefferson County, Texas for the last 15 years. He has worked on the responses to 12 hurricanes, including Harvey and Imelda, two major floods, a major plant explosion (TPC, Pt. Neches, TX), several ice storms, numerous HAZMAT incidents, and served as the Co-incident Commander in a five-county EOC for COVID response which included Testing, Vaccination, and Infusion Center operations. Mr. White was twice recognized as responder of the year from two different organizations. He served on the Joint Terrorism Task Force and was selected to serve on the Disaster Recovery Task Force.

As a member of our dedicated Texas staff, Mr. White assists with all of DRC's contract activations in Texas. In 2024 and 2025, Mr. White helped with debris removal operations following the May 2024 Derecho, Hurricane Beryl, and the 2025 Texas Hill Country Floods. With Mr. White's assistance, DRC removed and disposed of more than $134 million worth of debris from Texas in the last two years.



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WORK EXPERIENCE

DRC Emergency Services
Southeast Texas Area Manager, 2023 – Present
·Work with Southeast Texas regional government Emergency Management and Elected Officials in all aspects of response and recovery.

Jefferson County, TX
Emergency Management Coordinator, 2018 – 2022
Managed the Jefferson County Office of Emergency Management and Homeland Security; addressed all natural and manmade disasters as well as terrorist events. Served as liaison with other elected officials, government agencies, county employees, and the general public regarding emergency management issues; on 24-hour call for all disasters and emergency situations in Jefferson County, including hazardous material spills, industrial and other major fires, floods, hurricanes, severe weather, and other events.

Deputy Emergency Management Coordinator, 2007 - 2018
Coordinated Emergency Management Operations during times of crisis; managed Homeland Security Grants for Jefferson County; updated/wrote plans as necessary; responded to all hazards; participated in all exercises; conducted media interviews; conducted various public awareness programs; worked closely with state and local agencies; coordinated volunteer groups.

South East Texas Regional Planning Commission
Regional Emergency Planner, 2004 - 2007
Managed the region's Homeland Security grants; assisted in the formulation of regional response plans; and assisted in the planning and execution of regional exercises.

U.S. Army
Retired as a Master Sergeant with 22 years, 1983 - 2004
Served in various positions throughout a long career in the Active Duty Army, including combat operations during Desert Shield/Storm.

EDUCATION

B.A. Criminal Justice, 1999
Chapman University, Orange, CA

CERTIFICATIONS

Certified Emergency Manager (CEM) 2022
Texas Emergency Manager (TEM) 2019
ICS/NIMS Instructor Certified
Completed all required ICS courses
Completed FEMA Professional Development Series
Completed FEMA Advanced Professional Series
Extensive courses in FEMA Emergency Management (over 100)
Member of Emergency Management Association of Texas
Member of International Association of Emergency Managers

HARRY J. HAYES

Senior Advisor for Government and Client Relationships

As the former Solid Waste Director for the City of Houston, Mr. Hayes oversaw the provision of solid waste and environmental services to 2.3 million residents comprising more than 440,000 directly served households. Houston, which is the largest municipal solid waste operation in the Southern United States, has a $90 million program which is only exceeded in size nationally by the cities of New York, Los Angeles and Chicago. As director, he would go on to be the longest serving in the post 13 and a half years, spanning three mayoral administrations.

Mr. Hayes is a widely known and well-respected figure in the municipal government, solid waste, recycling and disaster recovery industries. He has been lauded by mayors, councilmembers, and community/business leaders as a model city executive who maintained the taxpayers' interests and trust as his guiding leadership philosophy. Mr. Hayes is a former board member of the Texas Solid Waste Association of North America, UH's Hobby School for Public Policy, as well a board member and former President of the Municipal Waste Management Association/US Conference of Mayors. He retired in December of 2020 after a city career of nearly 28 years. Since retiring, Mr. Hayes formed Better Days Management, LLC, which provides senior level consulting services to firms and governmental units seeking experienced counsel on improving/navigating local government operations, administration, and community/public relations.

Mr. Hayes grew up in Magnolia, Arkansas and is a 1988 graduate of Texas Southern University, earning a BA in French funded by athletic (golf) and academic scholarships. He studied internationally in 1985 at the Universite de Bordeaux III in Talence, France, having earned a scholarship from the Alliance Francaise de Houston and a Connaissance de la France scholarship from the French Ministry of Culture. In 1986, he was awarded a Leland Congressional Scholarship and interned in the US House of Representatives, serving in the office of the Honorable Bob Edgar of Pennsylvania. Mr. Hayes served in the US Army Reserves as both an enlisted member and a commissioned officer where his work assignments included human resources, operations, and logistics.



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WORK EXPERIENCE

City of Houston

Chief Operating Officer
Apr 2014 - Dec 2020

Director of Solid Waste Management
Aug 2007 - Dec 2020
Led the solid waste management system for the 4th largest city in the nation, an $85 million business.

Deputy Director of North Operations Division, Department of Solid Waste Management
Jan 2006 - Jul 2007
Led North Operations Division which provided solid waste services to North Houston, 175,000 customers in a population of more than 1,000,000. Services provided included garbage, yard waste, heavy trash and dead animal services. Collected, transferred and disposed of more than 300,000 tons of material annually.

Assistant Director, Finance & Administration, Department of Solid Waste Management
Dec 2004 - Jan 2006
Served as the chief financial and administrative officer of the Solid Waste Management Department with an ~$75 million dollar budget. Managed the complete processes for Human Resources, Safety & Training, Information Technology, Permits, and Purchasing groups.

EDUCATION

Texas Southern University
B.A. French
1983 - 1988

Université Bordeaux Montaigne (ex - Bordeaux 3)
Certificate de State
1985

John Richard Sullivan, President



John R. Sullivan is the president of DRC Emergency Services, one of the nation's largest providers of disaster recovery, debris management and emergency response services across the United States. Under his leadership, DRC is at the forefront of every major disaster, working with federal, state and local agencies to restore communities and rebuild critical infrastructure. As an Executive Board member of the Disaster Recovery Coalition of America (DRCA), Mr. Sullivan is dedicated to advancing best practices in disaster response.

With 30 years of experience in the construction and emergency response industries, Mr. Sullivan has extensive expertise in disaster recovery, large-scale infrastructure development, marine construction and dredging. In addition to his leadership at DRC, he plays a key role in the executive management and operations of several portfolio companies, including SLSCO Ltd., Callan Marine and Forgen.

What began as Sullivan Land Services over three decades ago has grown into **the Sullivan Brothers Family of Companies, a nationwide enterprise operating in all 50 states with 12,400 employees and 580+ active project locations.** Together, these companies are dedicated to transforming communities and improving individual lives by delivering comprehensive solutions across a wide range of industries. Their work spans construction, disaster recovery, infrastructure development, industrial services, environmental remediation, healthcare and energy projects, addressing the diverse needs of both public and private sector clients, including FEMA, USACE and HUD.

A sixth-generation Galvestonian, Mr. Sullivan earned a Construction Management degree from Texas A&M University, where he was a member of the Corps of Cadets. He and his wife, Sydney, have two sons and are active in the Holy Family Parish of the Archdiocese of Galveston-Houston.

Kristy Rose Fuentes, Vice President of Compliance and Administration



Kristy Fuentes, DRC's Vice President of Compliance and Administration, offers 20 years of experience in disaster recovery projects, client expansion, and government relations. Throughout the years, Ms. Fuentes has been an essential element in the management of all of DRC's disaster relief projects. Some of these major hurricane projects include Hurricanes Helene, Milton, Ian, Ida, Michael, Florence, Irma, Harvey, Ike, Wilma, and Katrina. Other major projects include the 2025 Texas Hill Country Floods, 2024 South Fork and Salt Fires, 2023 Hawaii Wildfires, 2022 Colorado Marshall Wildfires, 2021 Kentucky Tornadoes, 2021 Winter Storm Uri, 2020 California Wildfires, 2020 Malden Fire, 2016 Louisiana Severe Storms and Flooding, and the 2010 BP Oil Spill. **She managed 91 activations in response to Hurricanes Helene and Milton in 2025; these projects involved the operation of 151 debris management sites, as well as the removal and disposal of more than 18 million cubic yards of debris.** Ms. Fuentes has been an instrumental asset to the company by acting as the designated liaison for clients and ensuring consistency and quality in performance while managing various projects.

Ms. Fuentes has implemented changes and improvements to the methods and procedures for contracts, licensing, and pre-qualification processes to guarantee contractor compliance with Federal and State regulations. Ms. Fuentes continues to aid clients across the United States in planning, program management, disaster response, demolition contracting, and regulatory compliance while maintaining a key administrative role for every disaster and project DRC performs. Ms. Fuentes' unique oversight and creativity in every role she has assumed has significantly improved DRC's ability to flourish in increasingly demanding disaster recovery environments.

Joe Robert Newman, Vice President of Operations



Mr. Newman has more than 2 decades of experience overseeing large-scale construction and disaster-related debris management projects. As Vice President of Operations, Mr. Newman maintains business relationships and offers hands-on participation and incident command on all operations. Mr. Newman plays a key role in every major activation, providing operational oversight to measure progress and adjusting processes to ensure the success of the project. Mr. Newman works closely with management personnel and oversees all project managers to maintain efficient team structure during an activation. Since becoming Vice President of Operations in 2017, **Mr. Newman has managed teams across multiple types of disasters including Hurricanes, Tropical Storms, Floods, Ice Storms, Tornados, Winter Storms, Fires, and Earthquakes, with a cumulative contract value of more than $1.8 billion.** Mr. Newman is a strong leader whose organizational, critical thinking, and communication skills are integral to the success of the team.

Tony Martin Furr, Director of Technical Assistance and Training



Mr. Furr was the Region VI Debris Subject Matter Expert (SME) from 2013 – 2021 for FEMA and has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for more than 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Mr. Furr was directly involved in the FEMA Public Assistance (PA) grant program from 2005 (Hurricanes Katrina and Rita) through 2020 COVID-19 events, including Hurricane Ike and Hurricane Harvey. Mr. Furr's knowledge and experience of the FEMA PA program is invaluable to both DRC Emergency Services and all clients while navigating the FEMA Disaster grant programs. Mr. Furr is also a FEMA trainer for Grants Management and Debris Management. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he has presided over the round table workshops hosted by the Disaster Recovery Coalition of America (DRCA) in FEMA Region VI.

Tony Furr is among the most knowledgeable people working in the debris management business, with firsthand field experience managing major disasters and PA grants.

Chad Braun, Director of Response Readiness



Mr. Braun is a nationally recognized expert in debris disaster response with over 2 decades of experience leading emergency operations for the U.S. Army Corps of Engineers (USACE). He has managed large-scale debris missions following major hurricanes and natural disasters across Florida, Puerto Rico, Mississippi, Louisiana, Texas, Alabama, and Tennessee. Notably, he served on the USACE Debris National Cadre as a Debris Subject Matter Expert (SME) from 2016 to 2025, leading and overseeing debris removal and disposal operations during some of the most complex emergency missions in recent U.S. history. Mr. Braun has directed large field teams, led major public and private debris cleanup efforts, and developed response protocols for national-level debris operations. His subject matter expertise in Government coordination, debris contracting, and disaster logistics make him a critical asset to our response team.

In addition to his disaster response work, Mr. Braun has a deep background in federal construction and service contract management, **overseeing more than $700 million annually in global construction and $330 million in service contract task orders**. He has served as a warranted Administrative Contracting Officer (ACO) for multi-million-dollar programs, delivered design-build projects, and provided leadership for large scale Civil Works Projects. Mr. Braun has led technical evaluations for major acquisitions, served as a CPARS Assessing Official, and played key roles on Source Selection Evaluation Boards. His credentials and leadership in high-risk, multi-site operations, reflect his ability to deliver results across mission-critical federal programs.

Lisa Michelle Garcia Walsh, Contracts Manager



Prior to joining DRC, Ms. Walsh provided administrative assistance for emergency response projects involving FEMA protocol. Since joining DRC in 2010, she gained experience in data management operations following some of the largest debris generating natural disasters in recent history, and she became an integral part of DRC's data department. **Ms. Walsh was responsible for overseeing data collection for state and federally funded projects, helping to recover $2.5 billion in data collection since 2016.** Ms. Walsh is very important to DRC's continued success in data.

Since 2013, Ms. Walsh has overseen all contracts for DRC as Contracts Manager. Her role is to maintain all contractual records and documentation, such as receipt and control of all contract correspondence; managing the pre-events contracts database; and coordinating with new and existing clients in establishing pre-event contract awards, contract renewals, and contract extensions. Ms. Walsh has provided continuous administrative aid to DRC's management personnel on all major disasters since 2010 through assisting and maintaining close relationships with each jurisdiction to ensure that all documentation is received and sent in a timely manner.

Mark Adam Bush, Operations Manager



Mr. Bush is a Texas native who worked previously as Field Service Supervisor/Operations Coordinator for an oilfield services company specializing in water treatment. He also served six years in the US Army as a Light Wheel Mechanic and served as a Squad Leader with the 4th Brigade/4th Infantry Division. Mr. Bush went to Lamar University in Beaumont, TX. Upon joining DRC, he worked as a Project Manager. Currently, Mr. Bush works for DRC as Operations Manager. As Operations Manager, Mr. Bush contributes information and recommendations for strategic plans and reviews; prepares and completes action plans; implements production, productivity, quality, and customer service standards; resolves problems in the field; completes audits; identifies trends; analyzes and improves organizational processes and workflows; maintains safe and healthy work environments by establishing, following, and enforcing standards and procedures; and complies with legal regulations. His prior experience has helped him hone his skills in personnel management, reliability and responsiveness, attention to detail, adaptability to change, and time management.

Mr. Bush managed debris removal operations following the Babb Road Wildfire in Washington in 2020 and the Marshall Fires in Colorado in 2021. In 2022, he managed several projects in Florida following Hurricane Ian. Additionally, Mr. Bush led DRC's response to Winter Storm Mara for Travis County, Texas in 2023. In 2024, he managed projects for the State of Washington following the Oregon & Grey Fires. Mr. Bush also directed debris removal operations in Harris County following the May 2024 Derecho, in the City of Houston following Hurricane Beryl, and in several Louisiana cities and parishes following Hurricane Francine. The value of his 2024 work exceeded $24 million. **Beginning in July 2025, Mr. Bush has overseen DRC's response to the Texas Hill Country Floods. Mr. Bush is currently managing operations in 9 counties and 8 cities in Central Texas, from which he has managed the removal and disposal of more than $97 million worth of debris.**

Andy Allshouse, Regional Manager



Mr. Allshouse has seven years of relevant work experience and a Bachelor of Science Degree in Community Health Education from Western Michigan University. Prior to working with DRC, Mr. Allshouse worked with SLSCO, DRC's sister company, in disaster response. Mr. Allshouse currently resides in New Port Richey, Florida. As Regional Manager for Central Florida, Mr. Kennedy is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

As a project manager, Mr. Allshouse facilitated the removal and disposal of a combined total of 3.8 million cubic yards of debris in response to Hurricanes Ian, Ida, and Idalia, resulting in a cumulative contract value of $53 million. **Since 2024, Mr. Allshouse's region of Central Florida has seen 24 contract activations from Hurricanes Helene and Milton, and the total value of these contracts has nearly eclipsed $40 million.**

Tom Baker, Regional Manager



Mr. Baker joined DRC in 2020 with more than 25 years of experience in Operations, Acquisitions, Finance, and Sales in the Solid Waste and Recycling Industry, as well as a Master's Degree in Taxation and a Bachelor of Business Administration in Accounting from Georgia State University. Before joining DRC's team, he previously worked as an Area Municipal Services Manager for Republic Services in Los Angeles, California, where he managed a team of 14 municipal managers while juggling responsibility for contracts with an annual revenue of $400 million, including the City of Los Angeles Commercial Contract and the Los Angeles Unified School District Contract. Mr. Baker brings his experience in employee management, financial analysis, project management, municipal sales, contract negotiation, and operations supervision to DRC. As the Regional Manager for the Northeast United States, Mr. Baker helps to secure pre-event contracts with jurisdictions, facilitate communication with clients to coordinate appropriate disaster planning before and after an event, identify local sub-contractors and DMS sites, and assist other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Baker worked as the Project Manager in New York City following Hurricane Isaias, resulting in a contract value of more than $7.7 million. Mr. Baker also oversaw debris removal and disposal operations following Hurricanes Francine, Beryl, Ian, Ida, Zeta, and Laura, resulting in a contract value of more than $38 million. In 2024 and 2025, **Mr. Baker managed DRC's activation for the South Carolina Department of Transportation (SCDOT) following Hurricane Helene; under Mr. Baker's purview, DRC removed and disposed of more than 900,000 cubic yards of debris from state roads across South Carolina.**

Evan Fancher, Regional Manager



Mr. Fancher joined DRC in 2021 with more than seven years of relevant experience, a dual Bachelor's Degree in Sociology and Political Science from the University of Alabama at Birmingham, and a Master's Degree in Applied American Politics and Public Policy from Florida State University. As DRC's Regional Manager for South Florida, he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region. Prior to working with DRC, he led several infrastructure projects for local governments throughout South Florida. He also has experience working with FEMA, and as such, he conducts training courses with local governments, helping them to understand FEMA guidelines and best practices.

Mr. Fancher managed 20 simultaneous activations in response to Hurricane Ian; this project involved the removal and disposal of a combined total of 5 million cubic yards of debris. **In response to Hurricanes Helene and Milton, Mr. Fancher oversaw 13 contract activations with values exceeding $81 million**, including activations in Manatee and Sarasota Counties, and the Cities of Bradenton and Sarasota.

Hayden Fuentes, Regional Manager



Mr. Fuentes joined DRC with a wealth of experience and expertise that will greatly benefit our clients and partners. His professional journey includes roles such as Project Manager at DRC Emergency Services and Branch Manager at Enterprise Holdings, which have equipped him with a strong foundation in leadership, project management, and operational excellence. His duties as a Regional Manager consist of helping to secure pre-event contracts with jurisdictions, facilitating communication with clients to coordinate appropriate disaster planning before and after an event, identifying local subcontractors and DMS sites, and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

As a Project Manager, Mr. Fuentes oversaw activations in several jurisdictions throughout the State of North Carolina and Louisiana following Hurricanes Isaias, Laura, and Zeta. He facilitated the removal of a total of 467,000 cubic yards of debris and provided on site management of five debris management sites, resulting in over $6.6 million of federal funding.

As DRC's Regional Manager for Georgia, Tennessee, and Kentucky, **Mr. Fuentes oversaw 19 contract activations in 2024 and 2025**, including DRC's debris removal operations following Tropical Storm Debby, Hurricane Helene, the Old Hickory Tornado, the Laurel County, Kentucky Tornado, and the Floyd County, Kentucky Floods. Mr. Fuentes's most notable projects from the last two years include DRC's debris removal operations for Bacon County, Georgia, wherein we removed more than 1.2 million cubic yards of debris, the Georgia Department of Transportation in Districts 2, 4, and 5, where DRC removed and disposed of more than 3.6 million cubic yards of debris worth more than $101 million; and projects with the Tennessee Department of Transportation and the Tennessee Department of Emergency Management. **Mr. Fuentes assisted with the removal and disposal of more than $370 million worth of debris on behalf of these Tennessee agencies in 2025, and more than $500 million across his region since 2024.**

Clifton Gene Kennedy, Regional Manager



As a former Captain in the U.S. Marine Corps, Mr. Kennedy handled the training and combat readiness of hundreds of Marines and led expeditionary combat operations around the world. His leadership and experience conducting operations in extreme situations gives him a unique perspective in the disaster response business. As Regional Manager for Colorado and Texas, Mr. Kennedy is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Kennedy handled several Mechanical Dredging and Waterway Debris Removal Projects within the City of Houston, TX, with a cumulative contract value of $43.5 million. Upon joining the DRC team, Mr. Kennedy worked with the Texas General Land Office restoring 125 miles of Texas coastline after Hurricane Harvey; during this project

he coordinated with eight different federal, state, and county agencies and completed the project on time while navigating numerous unexpected contingencies.

In 2022, Mr. Kennedy handled the Marshall Fire in Boulder County, Colorado, which had a total contract value of $27 million. Additionally, he oversaw the removal of debris following flash floods in Larimer County, Colorado. In 2024, Mr. Kennedy oversaw 22 activations in Texas following Hurricane Beryl; under his supervision, DRC's work crews removed more than 2 million cubic yards of debris during our response to the hurricane. Additionally, **Mr. Kennedy has overseen the removal and disposal of more than $111 million worth of debris during DRC's response to the South Fork and Salt Fires in New Mexico** since 2024, and **Mr. Kennedy has led DRC's response to the July 2025 Floods that devastated the Texas Hill Country. Mr. Kennedy has managed the removal and disposal of more than 2 million cubic yards of debris from 9 counties and 8 cities in Central Texas in response to the Texas Hill Country Floods.**

Mr. Kennedy has a Bachelor's Degree in Political Science from Texas A&M University. He lives in Clifton, TX with his wife, Kat, and their four children.

Charles Kraft, Regional Manager



Mr. Kraft has been working with DRC for two decades and has a wealth of experience managing clean-up following hurricanes, winter storms, floods, and tornadoes. As Regional Manager for Alabama, his duties include assisting with securing pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Additionally, **Mr. Kraft was instrumental in the design and implementation of DRC's Project Manager's Toolbox**, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s). The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

Mr. Kraft worked for several jurisdictions in Alabama following Hurricanes Sally and Zeta, managing the removal and disposal of close to 1 million cubic yards of debris. **In response to Hurricane Ida in Louisiana, he oversaw the removal and disposal of more than 3 million cubic yards of debris** from Tangipahoa Parish. In 2024, Mr. Kraft managed projects in Texas, Louisiana, Florida, and Georgia in response to Hurricanes Beryl, Francine, Helene, and Milton. His 2024 work experience includes **Manatee County, where Mr. Kraft oversaw the removal and disposal of 2.5 million cubic yards of debris worth $61 million.**

Clint Pate, Regional Manager



Clint Pate comes to DRC with more than 30 years of experience. Before joining the DRC team, Mr. Pate worked for an engineering firm for 23 years designing highways. In 2014, he was elected to serve on the Jackson County, Florida Commission where he worked for eight years. For two years, Mr. Pate was Chairman of the Board of the County Commission, where **he helped with the cleanup after Hurricane Michael, Hurricane Sally, and the start of Covid.** Mr. Pate is skilled in sales, project management, and contract reviews, and he has remarkable knowledge of elected officials and leaders in the panhandle of Florida.

From his position in government, Mr. Pate managed disaster recovery efforts following Hurricane Michael in 2018. After this storm, **DRC removed approximately $35 million worth of debris from Jackson County alone.** In 2024, Mr. Pate assisted with DRC's response to Hurricanes Helene and Milton in Florida.

Craig Pederson, Regional Manager



Currently serving as a Regional Manager and Government Relations Representative for DRC Emergency Services, LLC., Craig assists City and County jurisdictions throughout the State to prepare and recover from Federal Emergency Management Agency (FEMA) designated natural disasters.

Prior to serving in his current capacity with DRC, Craig served two terms (eight years) as an elected Kings County District 4 Supervisor. Along with the many duties required in this role, he served two years as Chairman of the Eight County San Joaquin Valley Unified Air Pollution Control District (APCD). The District, one of two APCD's in the Nation designated as Serious Non-Attainment under the Clean Air Act. During his time on the District Air Board Craig enjoyed both the challenges and the rewarding outcomes while working with the U.S. Environmental Protection Agency, California Air Resources Board (CARB), as well as the local communities and industries to find common sense solutions to air quality issues facing the San Joaquin Valley.

Craig served eight years (two years as chair) on the National Association of Counties Agriculture and Rural Affairs Committee. The committee addressed and created national policy positions on many vital issues such as Rural Broad Band Access, the 2018 Farm Bill, the United States Mexico Canada Free Trade Agreement (USMCA) and the Waters of the United States (WOTUS). During his time on the committee, his work culminated with an invitation from President Donald J. Trump to attend and witness the signing of both the 2018 Farm Bill and the United States Mexico Canada Free Trade Agreement.

Craig is a lifelong agriculturalist, operating a third-generation diversified family farm, Pedersen Farms. The operation consisted of 2,000 acres growing 40 different commodities ranging from cotton to organic broccoli and melons to dairy replacement cattle during his 34 years of ownership. Mr. Pedersen proudly served on many different commodity and trade associations as a recognized leader in the California agriculture industry.

Mr. Pederson is currently assisting DRC's debris removal operations in Orange County following the 2025 Airport Fire. DRC has already removed and disposed of more than $7 million worth of debris during this ongoing project.

Jeff Snow, Regional Manager



Mr. Snow comes to DRC with more than a decade of experience in the Solid Waste and Recycling Industry in California. He earned his Bachelor's Degree in Business from California State University and his MBA and MIM from Thunderbird School of Global Management, where he also earned certificates from studies at École du Commerce in Paris, France. Prior to working for DRC, Mr. Snow served as President of Rainbow Disposal in Huntington Beach, California – where he and Rainbow were recognized as the nation's leader in recycling and diversion of materials from landfills. Upon acquisition of Rainbow by Republic Services, he served as Senior Area Municipal Sales Manager for Republic Services. He also served as Vice President for CR&R Environmental Services throughout Southern California. Mr. Snow was a leader in the "Don't Waste L.A." movement which culminated in a revolutionized commercial waste & recycling franchise system for the City of Los Angeles, dramatically increasing recycling, good jobs and clean air.

Mr. Snow is a distinguished sustainability and community leader with recognitions from the United States Congress, State of California Senate, State of California Assembly, and Orange County, California. DRC believes in giving back to the communities we serve, and Mr. Snow is dedicated to community service leadership throughout California. He currently serves on the Boards of Directors for Special Olympics, Coastkeeper, Abound Food Care, and Influencers For Good (Passkeys).

Mr. Snow's duties as California Regional Manager for DRC include improving local government's resilience and preparation for natural disasters through pre-event contracts, joint planning and training, identifying local Emergency Push routes for life safety, identifying Debris Management Sites within jurisdictions, partnering with local subcontractors to bolster economic reinvigoration following a disaster event, and assuring timely communications and mobilization for emergency response and recovery following a disaster event.

Mr. Snow is currently managing DRC's response to the 2025 Airport Fire in Orange County, California. DRC has removed and disposed of more than $7 million worth of debris during our ongoing response to the 2025 Airport Fire.

Tony Swain, Regional Manager



Mr. Swain joined DRC with 15 years of experience as a Project Manager, and prior to working for DRC, he had been involved in DRC's projects since 2006. As DRC's Regional Manager for North and South Carolina, he is responsible for helping to secure pre-event contracts with jurisdictions; facilitating communication with clients to coordinate appropriate disaster planning before and after an event; identifying local subcontractors and DMS sites; and assisting other Regional Managers with mobilization and response post-disaster when not in his region.

Mr. Swain oversaw the response to Hurricanes Matthew, Isaias, Irma, Florence, and Dorian, which resulted in a cumulative contract value of approximately $34 million. In 2020, Mr. Swain managed the removal and disposed of more than $2 million worth of debris from the City of Wilmington following Hurricane Isaias. Mr. Swain also oversaw the removal of around 2 million cubic yards of debris in several Florida communities following Hurricane Ian. In response to Hurricane Ida, Mr. Swain aided in the removal of more than 2 million cubic yards of debris in Louisiana. Following Hurricane Helene, **Mr. Swain managed activations for the South Carolina Department of Transportation and the City of Spartanburg, which involved the removal of more than 2.3 million cubic yards of debris, including more than 54,000 hazardous trees, for a total contract value of more than $42 million.**

Sam Hood Dancer, Field Supervisor and Project Manager



After more than a decade in military and law enforcement, Mr. Dancer joined DRC as a Field Supervisor and Project Manager. His responsibilities as Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Dancer helped seven cities and parishes in Louisiana respond to Hurricane Ida, and he oversaw the removal and disposal of more than 8.6 million cubic yards on contracts worth more than $151 million. In 2024 and 2025, Mr. Dancer managed activations in Texas, Louisiana, and Florida following Hurricanes Beryl, Francine, Helene, and Milton. The cumulative value of his 2024 and 2025 projects is approximately $8 million.

Jarod Tassin, Estimator and Project Manager



Mr. Tassin joined DRC in 2021 with four years of relevant work experience, having worked for a debris monitoring firm. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors. As an Estimator, he estimates

costs for all aspects of DRC's debris removal and management projects. Mr. Tassin is also technician and traffic control support certified for Louisiana.

Mr. Tassin oversaw the operation for the Marshall Fires in Colorado, which had a contract value of $27 million, and cleanup for Hurricanes Ian and Ida, which had a combined contract value of approximately $44 million. In 2024, Mr. Tassin assisted Pinellas County, Florida during its response to Hurricane Milton. Additionally, he oversaw debris removal operations for six jurisdictions in Florida following Hurricane Helene. Mr. Tassin has also managed debris removal projects in Vermillion Parish, Louisiana, Pointe Coupee Parish, Louisiana, and Jackson County, Florida. In 2024, **Mr. Tassin managed the removal and disposal of approximately 1 million cubic yards of debris, and the combined value of his projects exceeded $34 million.**

Ace Baker, Project Manager

With more than 20 years of experience in logistics management, industrial and residential construction, demolition, rigging and recovery, Mr. Baker joined DRC as a Project Manager in October of 2024. Prior to his work with DRC, Mr. Baker was an independent contractor in his home state of Missouri where he provided oversight for crews and companies working to restore infrastructure following natural disasters. His work in independent contracting gave him the expertise needed to successfully lead a team and manage field operations. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

In his first year at DRC, Mr. Baker managed five contracts following the spring 2025 flooding in Eastern Kentucky. Mr. Baker also helped with DRC's response to Hurricane Helene for the Georgia Department of Transportation and the Virginia Department of Emergency Management, and he supported DRC's response to the July 2025 Texas Hill Country Flood. **The total value of Mr. Baker's contracts for 2025 exceeded $55 million.**

Taylor Jumonville, Project Manager



Mr. Jumonville has nine years of experience in project management, both for DRC and for our sister company, SLSCO. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors. Mr. Jumonville is also asbestos certified, technician and traffic control support certified for Louisiana, and a certified arborist. Mr. Jumonville presently resides in Lafayette, Louisiana.

Mr. Jumonville's most notable project is the Hurricane Ida Cleanup, which resulted in the removal and disposal of over 2.3 million cubic yards of debris. Mr. Jumonville also managed DRC's Hurricane Zeta response for the Alabama Department of Transportation (ALDOT) in 2020, and assisted ALDOT following the Dallas County Tornado in 2023. In 2024, Mr. Jumonville oversaw 7 contract activations during DRC's response to Hurricane Francine in Louisiana. Additionally, **Mr. Jumonville managed a project for the U.S. Army Corps of Engineers in Tennessee following the 2023 Old Hickory Tornado**; the contract value for this ongoing project has eclipsed $4.5 million.

Charlie Kraft, Project Manager



Charlie Kraft joined DRC in 2024 after graduating from Spring Hill College with a B.S. in Business Administration with a concentration in Supply Chain Management. He gained hands-on experience in project management during DRC's responses to Hurricanes Debby, Francine, and Helene. **Mr. Kraft personally oversaw projects in the Cities of St. Marys, Kingsland, and Richmond Hills, Georgia, as well as the City of Palm Coast, Florida, and the Florida Department of Transportation following Hurricane Helene**. The value of Mr. Kraft's 2024 projects exceeded $840,000.

In 2025, **Mr. Kraft assisted with the removal and disposal of more than $340 million worth of debris for the Tennessee Emergency Management Agency** following Hurricane Helene. Mr. Kraft also managed specialty projects in Sarasota and Pinellas Counties, Florida, in 2025.

Scott Matthews, Project Manager



Mr. Matthews has more than three decades of relevant work experience as a Project Supervisor and Manager. He has a proven track record of coordinating and planning for complex contracts, including developing project milestones. His duties as a Project Manager consist of on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

In his first year with DRC, Mr. Matthews managed the removal and disposal of more than 3 million cubic yards of debris across four Louisiana jurisdictions in response to Hurricane Ida. **In response to Hurricane Ian, Mr. Matthews worked closely with the Florida Department of Transportation, the Florida Department of Environmental Protection, and several Florida jurisdictions while aiding in the removal and disposal of more than 2.6 million cubic yards of debris.** In 2024, he assisted in managing 6 activations in Texas and Florida following Hurricanes Beryl, Helene, and Milton, as well as other severe weather events. **The total value of Mr. Matthews's 2024 work was approximately $36 million.**

Scottie Matthews, Project Manager

Mr. Matthews joined DRC in 2024 with two years of experience in the Disaster Recovery Industry as well as a Bachelor's Degree in Psychology from the University of South Carolina, Beaufort. His prior work included being a Field Supervisor/Operations Manager for a debris monitoring firm as well as a supervisor on FEMA disaster recovery projects for Landfall Strategies. As Field Supervision/Operations Manager, Mr. Matthews managed a team of monitors after Hurricanes Helene and Milton (for the City of Longwood, Florida; Appling County Georgia; and Jeff Davis County, Georgia) and mapped multiple Florida counties (Orange, Lake, Polk) using 360 cameras & LIDAR pre- and post-storm for the State of Florida. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Matthews served as a project manager in 3 counties following the 2025 Laurel County, Kentucky Tornado and the 2025 Floyd County, Kentucky Floods. Additionally, Mr. Matthews has assisted DRC's response to the July 2025 Texas Hill Country Floods in Kimble and Menard Counties, Texas. In total, **Mr. Matthews oversaw the removal and disposal of almost $8 million worth of debris in 2025.**

Kelly Patrick, Project Manager



Kelly Patrick came to DRC in 2020 with 3 years' experience in the debris removal industry. Previously, he was a practicing attorney working primarily in environmental law. As an attorney for both the State of Louisiana and the Plaintiffs' Steering Committee in MDL 2179 class action regarding the Deepwater Horizon oil spill, he served on teams that accomplished landmark settlement agreements with BP.

As a Project Manager for DRC, he manages debris removal projects from start to finish, including meeting with clients, damage assessment, planning, deployment of assets, and progress monitoring. Mr. Patrick has managed projects following Hurricanes Delta and Ida, the February 2021 ice storm and May 2021 flood in East Baton Rouge Parish, as well as the August 2021 tornado in Randolph County, Alabama. **Mr. Patrick also managed a waterway clearing project for East Baton Rouge Parish, wherein he oversaw the removal and disposal of more than 30,000 tons of wet debris.** In 2024, Mr. Patrick managed DRC's response to Hurricane Francine in East Baton Rouge/City of Baton Rouge and the City of Baker, Louisiana. Additionally, Mr. Partick has overseen blight reduction, tree removal, and demolition projects in Louisiana in 2024 and 2025.

Hudson Taylor, Project Manager

Mr. Taylor joined DRC in 2024 with two years of experience in the construction field. His work experience includes a year as a Heavy Equipment Operator for Taylor Mongomery, and as a Demolition and Abatement General Laborer, giving Mr. Taylor the necessary skills to tackle debris contracting for Taylor Brothers Solutions alongside his brother Trevor Taylor before they both joined DRC. His responsibilities as a Project Manager include on-site management

of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Taylor assisted with DRC's debris removal operations in Burnet County, Texas after the July 2025 Texas Hill Country Floods. **The total value of Mr. Taylor's 2025 work was approximately $31 million.**

Trevor Taylor, Project Manager

With 8+ years of experience in the Construction and Debris Removal industries, Trevor Taylor joined DRC in 2024. Mr. Taylor's previous work includes being a Production Manager for Weedoo Greenboat, where he led a team of 10 employees, as well as work as a Debris Contractor for his own company Taylor Brothers Solutions, where he oversaw the removal of more than 40,000 cubic yards of debris from Hurricane Ian on North Captiva Island, FL and assisted in the removal of more than 150,000 cubic yards of debris from Hurricane Idalia in Citrus County, FL. . His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Taylor's 2025 work includes the removal and disposal of more than $28 million worth of debris for the Tennessee Department of Transportation following Hurricane Helene. **Following the July 2025 Texas Hill Country Floods, Mr. Taylor has managed multiple contract activations worth approximately $30 million.**

Mike Tischer, Project Manager



Mr. Tischer joined DRC in 2022 with 14 years of experience in the Disaster Recovery Industry. He earned a Bachelor of Science in Environmental Geosciences with a Minor in Geography from North Illinois University. Prior to joining DRC, Mr. Tischer worked for Arcadis from 2010 to 2022, where he honed his ability to manage and interact with clients, regulators, and local, federal, and state governments; coordinate field operations; and manage staffs as large as 230 people. Mr. Tischer is well versed in tree removal operations, wildfire debris cleanup operations, pre-demos and asbestos operations, and environmental health and safety compliance. Mr. Tischer's unique background brings a fresh view to DRC's disaster operations and will be a huge asset to DRC in the years to come. As a Project Manager, Mr. Tischer can handle on-site management of all phases of projects and make necessary adjustments to ensure optimal performance; ensure that personnel are properly trained and equipped to carry out their duties; investigate incidents and accidents in the field and take appropriate corrective action; coordinate with other departments to ensure that field operations are running smoothly; coordinate daily meetings and reports; and coordinate subcontractors.

Since joining DRC in 2022 as a Project Manager, Mr. Tischer assisted with DRC's response to Hurricane Ida in Terrebonne Parish, Louisiana. Mr. Tischer also oversaw the Larimer County Flood Cleanup and the Marshall Fire Cleanup in Boulder County, Colorado. In 2024, Mr. Tischer managed debris removal operations in Lafayette Parish, Louisiana following Hurricane Francine, and Mr. Tischer directed DRC's Hurricane Beryl response in Brazoria County, Texas. **Mr. Tischer's most impressive experience is his management of DRC's ongoing response to the South Fork and Salt Fires for the State of New Mexico, during which he has overseen the removal and disposal of more than $111 million worth of debris.**

Gregory Valley, Project Manager

Mr. Valley came to DRC in 2024 as a former firefighter and upgrade captain for the St. Tammany Parish Fire Department and a former member of the United States Marine Corps Reserves. In addition to overseeing a fire station, its staff and its service area, he was also deployed with the fire service to other locations to assist with emergency management after natural disasters. Mr. Valley went to Lake Charles, Louisiana after Hurricane Laura to assist a volunteer fire district covering their area and responding to fires. Following this deployment, he returned to Lake Charles to help a local tree service with debris cleanup and tree removal. His responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance, ensuring that personnel are properly trained and equipped to carry out their duties, investigating incidents and accidents in the field and taking appropriate corrective action, coordinating with other departments to ensure that field operations are running smoothly, coordinating daily meetings and reports, and coordinating subcontractors.

Mr. Valley assisted with the Georgia Department of Transportation's response to Hurricane Helene in District 4, where DRC removed and disposed of more than 1.6 million cubic yards of debris, as well as the Texas Division of Emergency Management in Kendall County following the July 2025 Texas Hill Country Floods. In total, **Mr. Valley managed projects with values exceeding $48 million in 2025.**

Mitch Varnadoe, Project Manager



Mr. Varnadoe has been with DRC since 2021, and he has more than a decade of relevant work experience. Mr. Varnadoe's responsibilities as a Project Manager include on-site management of all phases of projects and making necessary adjustments to ensure optimal performance; ensuring that personnel are properly trained and equipped to carry out their duties; investigating incidents and accidents in the field and taking appropriate corrective action; coordinating with other departments to ensure that field operations are running smoothly; coordinating daily meetings and reports; and coordinating subcontractors.

Mr. Varnadoe was the Project Manager on DRC's contract with the United States Army Corps of Engineers in response to the 2022 Kentucky Tornadoes. Additionally, Mr. Varnadoe **facilitated debris removal and disposal in multiple communities following Hurricane Ian, which resulted in the removal and disposal of $69 million worth of debris.** In 2024, Mr. Varnadoe assisted in managing several activations in Georgia, Alabama, and Texas

following Hurricane Beryl, Hurricane Helene, and the May 2024 Texas Derecho. **The total value of Mr. Varnadoe's 2024 projects exceeded $39 million.**

AVAILABLE EQUIPMENT

DRC will use owned equipment, subcontractor equipment, and/or lease/rent equipment based upon the disaster scenario. **DRC has the most expansive collection of rolling stock and equipment in the disaster services industry.** The company has 2,568 trucks and 1,657 pieces of support equipment, either owned or under agreement, available for immediate use. As part of the company's Corporate Mobilization Plan, a monthly inventory of available equipment is performed, recorded, and readily available. DRC has actively demonstrated the ability to quickly amass and mobilize significant quantities of equipment. **During the 2021 hurricane season, DRC operated more than 4,000 pieces of equipment simultaneously while responding to Hurricane Ida.**

Additionally, DRC has Master Service Agreements in place with national equipment suppliers, such as Herc, Sunbelt, Bottom Line, United, Caterpillar, William Scotsman, etc., to supplement our equipment needs.



DRC Emergency Services Asset List

Equipment Type	Description	Quantity
Bucket Trucks	Various Models with Booms	110
Chip Trailers	Various Models and Horsepower	14
Chip Vans	Receptacle Vehicles	2
Dump Trucks	Various Models with Dual and Tri Axles	353
End Dump Trailers	Various Models and Capacity	298
Flat Bed Semis	Various Models for Equipment Movement	6
Flat Beds	53' Equipment Trailers	20
Fuel Trucks	Multiple Model and Gallon Capacity	46
Low Boys	Equipment Movement Trailers	53
Pickups	Half and Three-Quarter Ton of Various Makes and Models	45
Roll Off Trucks	Primarily Galbreath 60,000-Pound Hoist on Various Makes	82
Rolls Off Containers	20, 30 and 40 Cubic Yard Containers	337
Self-Loaders	Various Makes with Buckets Ranging from 2-10 Cubic Yards	343
Semi Dumps	Various Makes and Models with Various Capacity	240
Semi Tractors	Various Makes	232
Service Trucks	Fully Stocked Road Ready Service Vehicles	79
Slingers	Various Models	5
Straight Trucks	Various Makes and Models	8
Sweepers	Various Models Used for DMS Operation	3

Tankers	Various Models	125
Tractor /Trailers Combos	Various Models	29
Tractors	Various Makes and Models	43
Trailers	25-Foot Travel Trailer	1
Utility Trailers	15 and 20-Foot Utility Trailers	2
Vacuum Trailer	Various Makes	30
Vacuum Trucks (Wet)	Various Makes	13
Walking Floors	48-Foot Automated Trailers	46
Water Trucks	Various Capacity Used for DMS Operation	3
Attachments - various	Buckets, Hoists, Slings, etc.	157
Back Hoes	Various Models and Capacity	40
Bobcats	Skid-Steer with Multiple Attachments	53
Bull Dozers	Various Makes and Sizes	45
Conveyors	Used for Material Movement	2
Crushers	Metal Compaction and Volume Reduction	24
Excavator	Various Makes and Models	164
Feller Buncher	Various Makes and Models Used for Clearing Projects	27
Front End Loaders	Various Makes, Models and Bucket Capacity	127
Generators	Various	41
Grinders	Horizontal and Tub Grinders	36
Jarraf Tree Trimmers	High-Capacity Trimming Equipment	3
Jersey Barriers	Used for Highway Projects and Within DMS	200
Light Plants	Various Used for Night Operation	100
Material Handlers (Tele Boom)	Loading Equipment	3
Mobile Kitchens	Various Models	13
Off Road Dumps	Volvo High Capacity	2
Pumps	Various Sizes	5
Safety Signs, Cones and PPE/arrow boards/message boards	Used for Highway Operations	503
skid steers	Various Sizes with Multiple Attachments	96
Screens	Shaker Screens and Sand Screens	4
Water Trucks	Various Models and Capacity	12
	Total:	**4225**

Marine Vessels/Equipment

Equipment Type	Quantity
Inland Marine Harvester	1
Air Boat	3
Amphibious Aquatic Excavator	1
Tugboat	14
Underwater ROV	1
Utility Boat	1
Work Boat	15
JON Boats	10
500 CRANE (120 X 54 X 10)	1
510 CRANE (100 X 52 X 9)	1
524 CRANE (250 x 64 x 12)	1
526 CRANE (293 X 80 X 19)	1
527 CRANE (176 X 75 X 13)	1
529 CRANE (250 X 64 X 12)	1
531 CRANE (420 X 98 X 25)	1
532 CRANE (300 X 90 X 19)	1
533 CRANE (310 X 100 X 20)	1
534 CRANE (111 X 45 X 11)	1
535 CRANE (250 x 64 x 12)	1
536 CRANE (250 x 64 x 12)	1
541 CRANE (200 X 60 X 12)	1

566 CRANE (140 X 70 X 12)	1
Hopper Barge (EX NYC DOS)	16
Hopper Barge (260 X 52.5 X 12)	7
Hopper Barge (200 X 40 X 17.75)	2
Hydra Sport	1
Hydraulic Driven Propelled Pushers	1
Pontoon Boats	9
Poseidon Barges	3
Push Boats	2
Rescue Skiff	2
Sectional Barges	28
Side Scan Sonar	2
Deck Barge	32
Deck Barge with 9' Bin Walls	2
Deck Barge with Spuds	7
Deck Barge with Steel Box Rails	19
Go Devil Boat	1
Total:	**61**

SPECIALTY EQUIPMENT

Drones and Unmanned Arial Vehicles (UAVs)



When authorized by the County, DRC will utilize drone (UAV) flights to support right-of-way patrols and supplement our ability to identify areas within the scope of the project that require debris management. UAVs help us quickly and safely assess inaccessible areas, confirm vegetation encroachments, and document hangers, leaners, and edge-of-ROW overhang prior to dispatch. High-resolution, geotagged imagery (and, when approved, LiDAR) allows our planners to assess structural damage, estimate clearance needs, and produce orthomosaics that guide crew routing and access restoration.

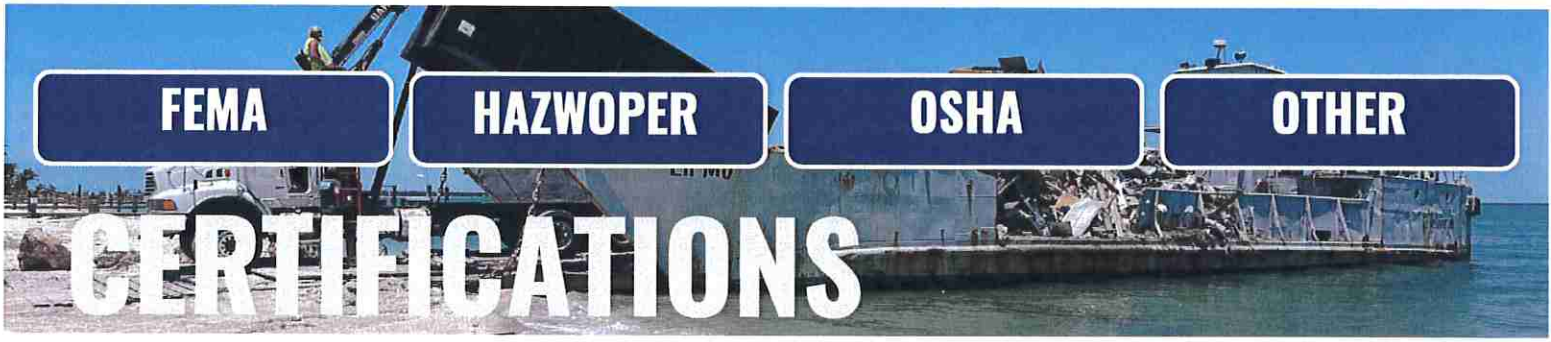
Helicopters

Helicopters can play a crucial role in disaster debris removal by providing rapid, flexible, and efficient access to areas that are otherwise inaccessible due to damaged infrastructure, blocked roads, or hazardous conditions. Their ability to maneuver in tight spaces allows them to efficiently transport personnel, heavy equipment, and essential supplies directly to affected areas. In situations where time is critical, helicopters can quickly air-lift debris or clear paths for emergency responders, accelerating the overall recovery process. Their utilization enhances the speed of both initial damage assessments and cleanup operations and helps ensure the safety of ground crews by reducing their exposure to the areas' unstable environments.



The photo to the right depicts DRC's use of a helicopter to quickly and safely remove derelict vessels from the mangroves in Fort Myers following Hurricane Ian without damaging the sensitive environment.

DRC TEAM CERTIFICATIONS



CONTINUOUSLY LEARNING

Staying current with all certifications and emerging certifications is not just a requirement, but a **commitment to excellence** that ensures we are always equipped with the latest knowledge and best practices. This dedication to ongoing education strengthens our overall knowledge base, allowing us to provide the highest level of service and innovative solutions for our clients.



TOP COVERAGE

FEMA IS-100.C	FEMA IS-200.C	FEMA IS-632.A	FEMA IS-5.A	FEMA IS-10.A
19 TEAM MEMBERS	16 TEAM MEMBERS	14 TEAM MEMBERS	13 TEAM MEMBERS	13 TEAM MEMBERS

Key Certifications	
2018 Debris Management Training	Kristy Fuentes
40-HR EM 385-1-1 Construction Safety Hazard Awareness for Contractors 2024	Andy Allshouse, Chad Braun
Arborist License	Taylor Jumonville
Asbestos Abatement Training Certificate	Andy Allshouse
Asbestos Abatement Training Course for Arkansas, Alabama, Louisiana, Mississippi, and Texas	Taylor Jumonville, Jarod Tassin
Asbestos Supervisor Tennessee Environmental Services	Hayden Fuentes
Asbestos Supervisor Initial 40-HRS	Jarod Tassin
ATSSA Traffic Control Supervisor Certificate	Jarod Tassin
ATSSA Traffic Control Supervisor Course	Taylor Jumonville
ATSSA Traffic Control Technician	Andy Allshouse, Mike Tischer, Hayden Fuentes
Certified Construction Manager, CMAA	Chad Braun
CPR: Adult, Child, Infant, & AED Training (BLS)	Sam Dancer, Greg Valley, Andy Allshouse
DAWIA Level II Contracting	Chad Braun
DAWIA Level III Facility Engineering	Chad Braun
Emergency Medical Technician Certification (Louisiana and National License)	Greg Valley
Engineer-In-Training/Land Surveyor-In-Training (EIT/LSIT) – CA Board for Professional Engineers	Rommel Salinas
FDOT MOT Advanced	Scott Matthews
FDOT NUSA	Kristy Fuentes
FDOT Temporary Traffic Control Certificate	Andy Allshouse
FDOT Temporary Traffic Control Course	Taylor Jumonville
FEMA/USACE - COR Certification/Credentials	Chad Braun
Fire Apparatus Driver/Operator – Aerial (LSU)	Greg Valley
Fire Apparatus Driver/Operator – Pumper (LSU)	Greg Valley
Hazardous Waste Operations & Emergency Response - Initial	Joe Newman, Mark Bush, Lisa Garcia, Clif Kennedy, Hayden Fuentes, Andy Allshouse, Taylor Jumonville, Greg Valley
H2S Awareness Training CPR AED Certified	Mark Bush
LA Board of Ethics – Ethics Training for Public Servants	Greg Valley
LADOTD Traffic Incident Management	Greg Valley
LDEQ Asbestos Contractor/Supervisor	Sam Dancer, Taylor Jumonville, Jarod Tassin
Leadership in Energy and Environmental Design Accredited Professional - USGBC	Rommel Salinas
Louisiana Solid Waste Operator's Training Workshop - Certificate of Attendance 2024	Kristy Fuentes
National Registry – EMS Professional	Greg Valley
National Wildlife Coordinative Group Certification L-381	Tony Furr

National Wildlife Coordinative Group Certification L-480	Tony Furr
NFPA 1001 Firefighter I	Greg Valley
NFPA 1010 Firefighter II	Greg Valley
QCI Training Program - Online Refresher Training	Sam Dancer
Registered Professional Engineer, Tennessee License #112212	Chad Braun
St. Tammany NFPA 1002 Standards for Fire Apparatus Driver	Greg Valley
St. Tammany Vehicle Rescue 12 HR	Greg Valley
University of Alabama Safe State SSEP Accreditation	Taylor Jumonville
USACE - Civil Level One Training	Chad Braun
USACE Construction Quality Management (CQM) Training Certificate	Greg Valley, Sam Dancer, Rommel Salinas
VDOT Intermediate Work Zone and Flagger Certification	Hayden Fuentes, Jarod Tassin, Kelly Patrick, Mitch Varnadoe, Taylor Jumonville, Tom Baker, Greg Valley
Hazwoper	
Hazwoper	Ace Baker, Andy Allshouse, Chad Braun, Hayden Fuentes, Hudson Taylor, Joe Newman, Kelly Patrick, Mark Bush, Sam Dancer, Taylor Jumonville, Christian Carver, Jarod Tassin, Rommel Salinas
Hazwoper Refresher	Sam Dancer
OSHA	
10-HR OSHA Training for the Construction Industry	Clif Kennedy, Taylor Jumonville, Tom Baker
OSHA 10-HR Construction Safety and Health	Chad Braun, Hayden Fuentes
OSHA 30-HR Outreach Training Program - Construction	Ace Baker, Jarod Tassin, Kelly Patrick, Andy Allshouse, Charles Kraft
OSHA 30-HR General Industry Outreach Training Program	Chad Braun, Hayden Fuentes, Hudson Taylor, Trevor Taylor
OSHA Biological Health Hazards in Construction	Sam Dancer
OSHA Confined Space Safety	Sam Dancer
OSHA Demolition Safety	Sam Dancer
OSHA Effective Accident Investigation	Sam Dancer
OSHA Effective OSHA Committee Meetings	Sam Dancer
OSHA Effective Safety Committee Operations	Sam Dancer
OSHA Electrical Safety for Employees - Basic	Sam Dancer
OSHA Ergonomics Hazards in Construction	Sam Dancer
OSHA Ergonomics Program Management	Sam Dancer
OSHA Fire Prevention Plans	Sam Dancer
OSHA Fleet Safety Management	Sam Dancer
OSHA Focus Four: Caught-In-Or-Between Hazards	Sam Dancer

OSHA Focus Four: Electrocution Hazards	Sam Dancer
OSHA Focus Four: Fall Hazards	Sam Dancer
OSHA Focus Four: Struck-By Hazards	Sam Dancer
OSHA Hazard Analysis and Control	Sam Dancer
OSHA Hazard Communication - Basic	Sam Dancer
OSHA Heat and Cold Stress Safety	Sam Dancer
OSHA Introduction to Industrial Hygiene	Sam Dancer
OSHA Introduction to Safety Management	Sam Dancer
OSHA Managing Safety and Health - Construction	Sam Dancer
OSHA Personal Protective and Lifesaving Equipment	Sam Dancer
OSHA Physical Health Hazards in Construction	Sam Dancer
OSHA Safety Management System Evaluation	Sam Dancer
OSHA Stairway and Ladder Safety	Sam Dancer
OSHA Work Zone Traffic Safety	Sam Dancer
FEMA	
IS-5.a - An Introduction to Hazardous Materials	Sam Dancer, Jarod Tassin, Andy Allshouse, Taylor Jumonville, Mark Bush, Tony Swain, Hayden Fuentes, Evan Fancher, Tom Baker, Kristy Fuentes, Charles Kraft, Lisa Walsh, Mike Tischer
IS-10.a - Animals in Disasters: Awareness and Preparedness	Lisa Walsh, Sam Dancer, Jarod Tassin, Andy Allshouse, Taylor Jumonville, Mark Bush, Tony Swain, Hayden Fuentes, Charles Kraft, Evan Fancher, Tom Baker, Kristy Fuentes, Mike Tischer
IS-11.a - Animals in Disasters: Community Planning	Lisa Walsh, Sam Dancer, Hayden Fuentes, Kristy Fuentes
IS-15.b - Special Events Contingency Planning for Public Safety Agencies	Hayden Fuentes
IS-20.24 - Diversity Awareness Course 2024	Sam Dancer, Hayden Fuentes, John Sullivan
IS-21.24 - Civil Rights and FEMA Disaster Assistance	Sam Dancer, Hayden Fuentes
IS-27 - Orientation to FEMA Logistics	Hayden Fuentes
IS-29.a - Public Information Officer Awareness	Sam Dancer, Kristy Fuentes, Mike Tischer
IS-35.24 - FEMA Safety Orientation 2024	Hayden Fuentes
IS-42.a – Social Media in Emergency Management	Kristy Fuentes
IS-37.24 - Managerial Safety and Health	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Charles Kraft, Evan Fancher, Lisa Walsh, Tom Baker
IS-75 - Military Resources in Emergency Management	Sam Dancer
IS-100.c - Introduction to the Incident Command System, ICS 100	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Taylor Jumonville, Mike Tischer, Mark Bush, Tony Swain, Tony Furr, Clif Kennedy, Charles Kraft, Evan Fancher, Tom Baker, Joe Newman, Kristy Fuentes, John Sullivan, Lisa Walsh, Chad Braun, Greg Valley
IS-111.a - Livestock in Disasters	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Taylor Jumonville, Mark Bush, Charles Kraft, Evan Fancher, Tom Baker

IS-200.c - Basic Incident Command System for Initial Response, ICS-200	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Taylor Jumonville, Mark Bush, Charles Kraft, Evan Fancher, Tom Baker, Kristy Fuentes, John Sullivan, Mike Tischer, Tony Furr, Greg Valley
IS-201 - Forms Used for the Development of the Incident Action Plan	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-230.e - Fundamentals of Emergency Management	Sam Dancer, Tony Furr
IS-235.c - Emergency Planning	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Charles Kraft, Tom Baker, Lisa Walsh, Evan Fancher
IS-241.c - Decision Making and Problem Solving	Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Charles Kraft, Tom Baker, Evan Fancher, Sam Dancer, Lisa Walsh, Kristy Fuentes
IS-242.c - Effective Communication	Mark Bush, Andy Allshouse, Mitch Varnadoe, Jarod Tassin, Lisa Walsh, Tom Baker, Evan Fancher, Charles Kraft, Sam Dancer
IS-244.b - Developing and Managing Volunteers	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-315.a - CERT and the Incident Command System (ICS)	Sam Dancer, Charles Kraft, Kristy Fuentes
IS-317.a - Introduction to Community Emergency Response Team (CERTs)	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Charles Kraft, Tom Baker, Evan Fancher, Kristy Fuentes, Lisa Walsh, Tony Furr
IS-321 - Hurricane Mitigation Basics for Mitigation Staff	Mark Bush
IS-324.a - Community Hurricane Preparedness	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Charles Kraft, Tom Baker, Kristy Fuentes, Lisa Walsh
IS-325 - Earthquake Basics: Science, Risk, and Mitigation	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Mark Bush, Tony Swain, Evan Fancher, Charles Kraft, Tom Baker, Lisa Walsh
IS-360 - Preparing for Mass Casualty Incidents: A Guide for Schools, Higher Education, and Houses of Worship	Sam Dancer
IS-368.a - Including People with Disabilities in Disaster Operations	Sam Dancer
IS-393.b Introduction to Hazard Mitigation	Tony Furr
IS-453 - Introduction to Homeland Security Planning	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-559 - Local Damage Assessment	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Charles Kraft, Evan Fancher, Tom Baker, Lisa Walsh
IS-632.a - Introduction to Debris Operations	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Mark Bush, Tony Swain, Clif Kennedy, Charles Kraft, Evan Fancher, Tom Baker, Joe Newman, Kristy Fuentes, Lisa Walsh
IS-633 - Debris Management Plan Development	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Taylor Jumonville, Mark Bush, Tony Swain, Charles Kraft, Evan Fancher, Tom Baker, Kristy Fuentes, Lisa Walsh
IS-660 - Introduction to Public-Private Partnerships	Lisa Walsh, Sam Dancer

IS-662 - Improving Preparedness and Resilience through Public-Private Partnerships	Lisa Walsh
IS-700.b - An Introduction to the National Incident Management System	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Mark Bush, Clif Kennedy, Evan Fancher, Tom Baker, Kristy Fuentes, Mike Tischer, Chad Braun, Greg Valley
IS-703.b - National Incident Management System Resource Management	Mike Tischer
IS-706 - NIMS Intrastate Mutual Aid - An Introduction	Lisa Walsh, Sam Dancer, Kristy Fuentes, Mike Tischer
IS-800.d - National Response Framework, An Introduction	Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Charles Kraft, Tom Baker, Evan Fancher, Kristy Fuentes, Lisa Walsh, Mike Tischer, Tony Furr, Greg Valley
IS-904 - Active Shooter Prevention: You Can Make a Difference	Sam Dancer
IS-905 - Responding to an Active Shooter: You Can Make a Difference	Sam Dancer
IS-906 - Workplace Security Awareness	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-907 - Active Shooter: What You Can Do	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-909 - Community Preparedness: Implementing Simple Activities for Everyone	Lisa Walsh, Sam Dancer, Kristy Fuentes
IS-912 - Retail Security Awareness: Understanding the Hidden Hazards	Sam Dancer
IS-1000 - Public Assistance Program and Eligibility	Sam Dancer, Andy Allshouse, Chad Braun
IS-1001 - The Public Assistance Delivery Model Orientation	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Kelly Patrick, Andy Allshouse, Charles Kraft, Evan Fancher, Tom Baker
IS-1006 – Documenting Disaster Damage and Developing Project Files	Andy Allshouse, Chad Braun
IS-1008 – Scope of Work Development	Andy Allshouse, Chad Braun
IS-1010 - Emergency Protective Measures	Lisa Walsh, Sam Dancer, Jarod Tassin, Mitch Varnadoe, Andy Allshouse, Taylor Jumonville, Charles Kraft, Evan Fancher, Tom Baker
IS-1150 - DHS Human Trafficking Awareness for FEMA Employees	Sam Dancer
IS-1151 - Blue Campaign Disaster Responder Training	Sam Dancer
IS-1172 - The Risk Management Process for Federal Facilities: Facility Security Level (FSL) Determination	Sam Dancer
IS-2002 - Introduction to FEMA Operational Planning	Sam Dancer
IS-2200 - Basic emergency Operations Center Functions	Sam Dancer
IS-2900.a - National Disaster Recovery Framework (NDRF) Overview	Lisa Walsh, Sam Dancer, Charles Kraft, Joe Newman, Kristy Fuentes
IS-2901 - Introduction to Community Lifelines	Sam Dancer

SUBCONTRACTORS AND EMPLOYMENT

EMPLOYMENT OF LOCAL & MINORITY SUBCONTRACTORS

DRC maintains **one of the industry's largest networks of pre-screened and fully qualified subcontractors**, including local and preferred vendors. DRC's subcontractors are evaluated extensively, including past performance, equipment and personnel availability, mobilization timeframes, insurance, and cost.

DRC has access to more than 2,000 firms through our pre-qualified supplier database, including more than 1,200 Small Business Enterprises (SBE). Many are also designated as Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Disadvantaged Business Enterprise (DBE), Small Disadvantaged Business (SDB), HUB Zone Business, 8(a) Business Development Program, and/or Veteran-Owned Small Business (VOSB), including Service-Disabled Veteran-Owned Small Business (SDVOSB) contractors.

This database facilitates our ability to identify firms qualified for specific scopes of work and allows DRC to efficiently sort the firms by type of service and size of business. Interested businesses may apply to be added to DRC's subcontractor list at any time by filling out the application form on our website, drcusa.com, or by calling (888) 721-4DRC.

PROPOSED SUBCONTRACTORS

DRC has teamed with the following subcontractors. These partnerships augment our resources and ability to quickly respond to any contingency that disrupts Jefferson County. This alliance provides vital local knowledge and assists DRC in establishing relationships with other local civil contractors.

DNR Group is a Saint Rose, Louisiana-based company which has operated in the Post Disaster Renovations industry within the Construction - Special Trade Contractors sector for more than 20 years. DNR Group has the capacity and experience to assist with all facets of disaster debris removal, including waterway debris removal. DNR Group has worked with DRC on many contracts for disaster debris removal and demolition, including the following:

- 2025 Texas Hill Country floods
- Hurricanes Helene and Milton – Manatee County, Florida
- Hurricane Beryl – Houston, Texas
- Hurricane Ian – Manatee County, Florida
- Hurricane Ida – Terrebonne Parish, Louisiana
- Houston Dredging (multi-year, ongoing)

Timber Wolf Land Clearing & Field Services is a Jacksonville, Texas-based subcontractor who specializes in vegetative debris removal and temporary debris staging and reduction site (TDSRS) operations. We have worked with Timber Wolf on the following contract activations:

- Hurricane Helene – Tennessee Valley Authority (TVA) and Tennessee Emergency Management Agency (TEMA)
- Hurricane Beryl – Texas Department of Transportation (TxDOT) Jasper County

J&KD, Inc. is a Beaumont, Texas-based construction company with years of experience providing disaster debris removal services. J&KD most recently worked with DRC during our response to Hurricane Imelda, where they assisted with the removal of debris from Jefferson County.

Scruggs Environmental, a certified Disadvantaged Business Enterprise (DBE) and Service-Disabled Veteran-Owned Small Business (SDVOSB), has worked with DRC, either directly or through our network of subcontractors, on several projects, including but not limited to the following:

- Hurricane Milton, Palm Coast, Florida
- Hurricane Helene, TXDOT Jefferson County District
- Hurricane Beryl, City of Houston, Harris County, and Navarro County, Texas
- Hurricane Ida, East Baton Rouge Parish, Louisiana
- Hurricane Delta, East Baton Rouge Parish and West Feliciana, Louisiana
- Hurricane Harvey, City of Houston, Texas

COMPANY	POINT OF CONTACT	PHONE NUMBER	EMAIL	ADDRESS	SCOPE OF WORK
DNR Group, Inc.	Glenn Nelson	(504) 451-2368	nelsonbros1@cox.net	12246 River Rd. St. Rose, LA 70087	load & haul, waterway debris removal
Timber Wolf	Allen Byers	(903) 339-8500	allen@timberwolflandclearing.com	45828 Hwy 69 N Jacksonville, TX 75766	load & haul operations
J&KD, Inc.	Kay Dishman	(409) 838-7998	kkdish60@gmail.com	12337 Gentry Rd., Beaumont, TX 77713	load & haul operations
Scruggs Environmental Services (DBE, HUB, SDVOSB)	David Scruggs	(281) 630-8887	scruggsdavid70@gmail.com	11143 Dalebrook Dr., Houston, TX 77016	load & haul operations

OUTREACH AND TRAINING

The use of local resources is vitally important to a successful disaster recovery operation. We pride ourselves in facilitating local involvement during recovery efforts and encourage local knowledge and experience. DRC utilizes local vendors to the maximum extent possible to minimize load times, transportation costs, and schedule risk.

Upon receipt of Notice of Award, DRC will schedule an informational and technical assistance workshop for potential vendors and businesses. The workshop will provide all interested local businesses with information about the overall scope of work and opportunities for contracting and partnership with DRC. Our highly qualified and experienced staff will also provide hands-on technical assistance and training in all relevant aspects of the debris removal and management process, so that local subcontractors are ready to partner with DRC in providing superior services to Jefferson County.

The Regional Manager will recruit local subcontractors and small and diverse business enterprises by utilizing DRC's subcontractor database, as well as the following resources:

- Government databases
- Local, regional, and national SBE compliance departments
- Client and vendor references
- Direct mail community outreach

STANDARDS AND OVERSIGHT

Under the leadership of Chad Braun, Director of Response Readiness, management of subcontractors involves carefully vetting them for experience, compliance with safety standards, and ensuring proper licensing and insurance before onboarding. Effective subcontractor management is critical for DRC to ensure projects are completed safely, efficiently, and on schedule. Clear communication of project requirements, timelines, and performance expectations is essential to align subcontractor efforts with DRC's goals and standards. Regular monitoring through site inspections, performance reviews, and daily progress reports helps maintain quality control and address any subcontractor issues proactively. DRC's strong relationships with subcontractors are built on trust and accountability, which not only improves workflow coordination but also reduces risk, enhances safety compliance, and ensures that debris removal operations meet client and regulatory standards.

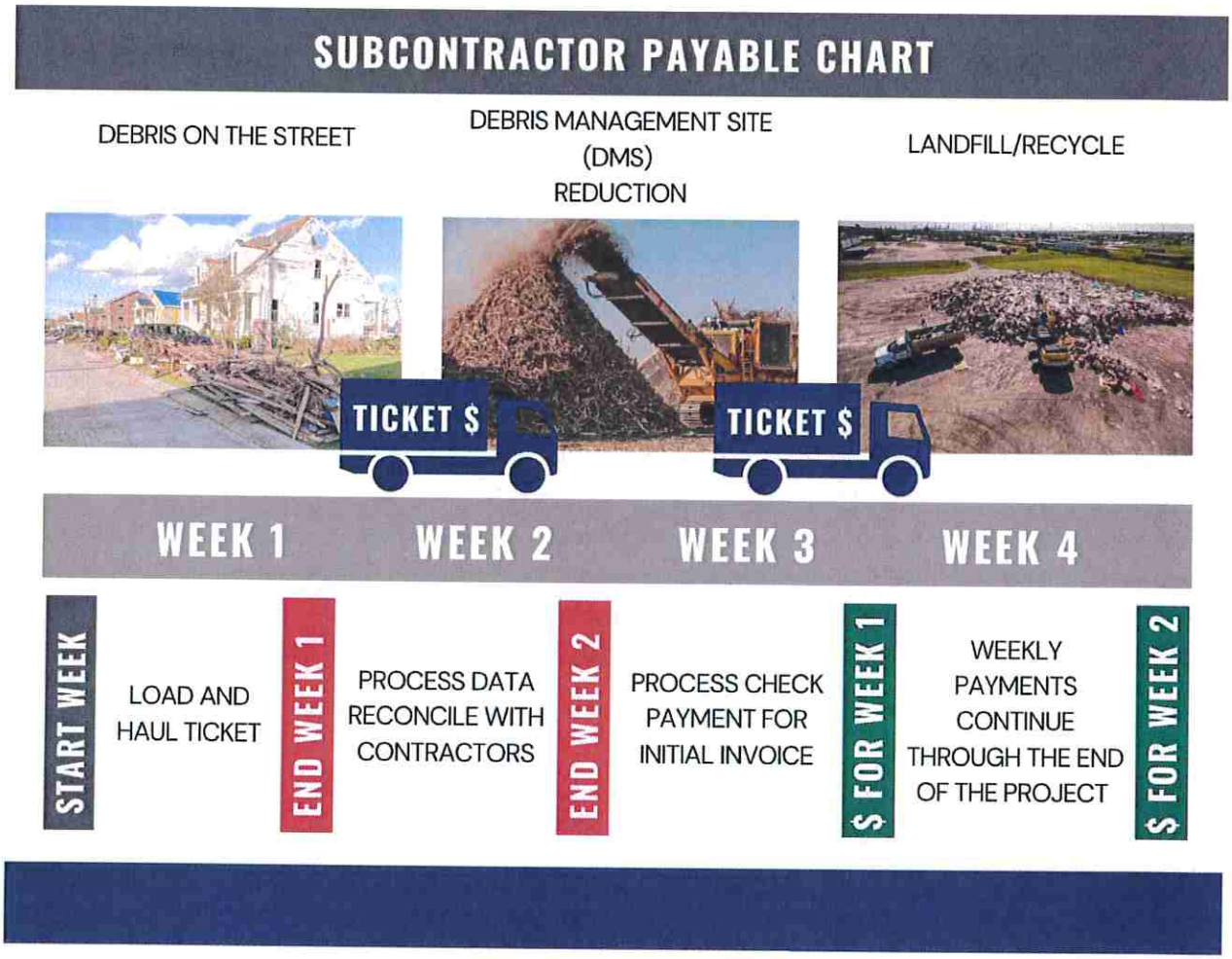
As an extension of DRC, subcontractors are held to the same environmental regulations and compliance standards that we are, further ensuring the success and efficacy of our contract with Jefferson County.

SUBCONTRACTOR BILLING RATES

Subcontractor pricing cannot be pre-set because disaster response environments create unpredictable labor and supply conditions. Rates are therefore determined at the time services are required to ensure compliance with market-based pricing and the ability to mobilize qualified resources quickly.

PROMPT PAYMENT OF SUBCONTRACTORS

Subcontractors are paid every Friday, with payments covering work completed two weeks prior, ensuring consistent and timely compensation throughout the project duration.



"Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the 'on the ground' presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated."

– Adam M. Smith, P.E., Chief of Wastewater Operations & Maintenance, City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services

EQUAL OPPORTUNITY POLICY

DRC is an equal opportunity employer. Employment decisions are based on merit and business need, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, or any other factor protected by law. DRC complies with the law regarding reasonable accommodation for employees with disabilities. DRC's President has issued the following policy:

> DRC recognizes the value of hiring a diverse group. Due to the nature of our work and the fact that we provide services worldwide, we find it necessary and advantageous to employ a number of persons from various countries who are of different races, religions and ethnic groups. In addition, we believe workforce diversity may provide a significant market advantage.
>
> It is the policy of DRC to comply with all the relevant and applicable provisions of the Americans with Disabilities Act (ADA). DRC will not discriminate against any qualified employee or job applicant with respect to any terms, privileges, or conditions of employment because of a person's physical or mental disability. DRC will also make reasonable accommodation wherever necessary for all employees or applicants with disabilities, provided that the individual is otherwise qualified to safely perform the essential duties and assignments connected with the job and provided that any accommodations made do not impose an undue hardship on DRC.
>
> Equal employment opportunity notices are posted as required by law. Management is primarily responsible for seeing that DRC's equal employment opportunity policies are implemented, but all members of the staff share in the responsibility for assuring that by their personal actions the policies are effective and apply uniformly to everyone. Any employee, including managers, involved in discriminatory practices will be subject to termination.

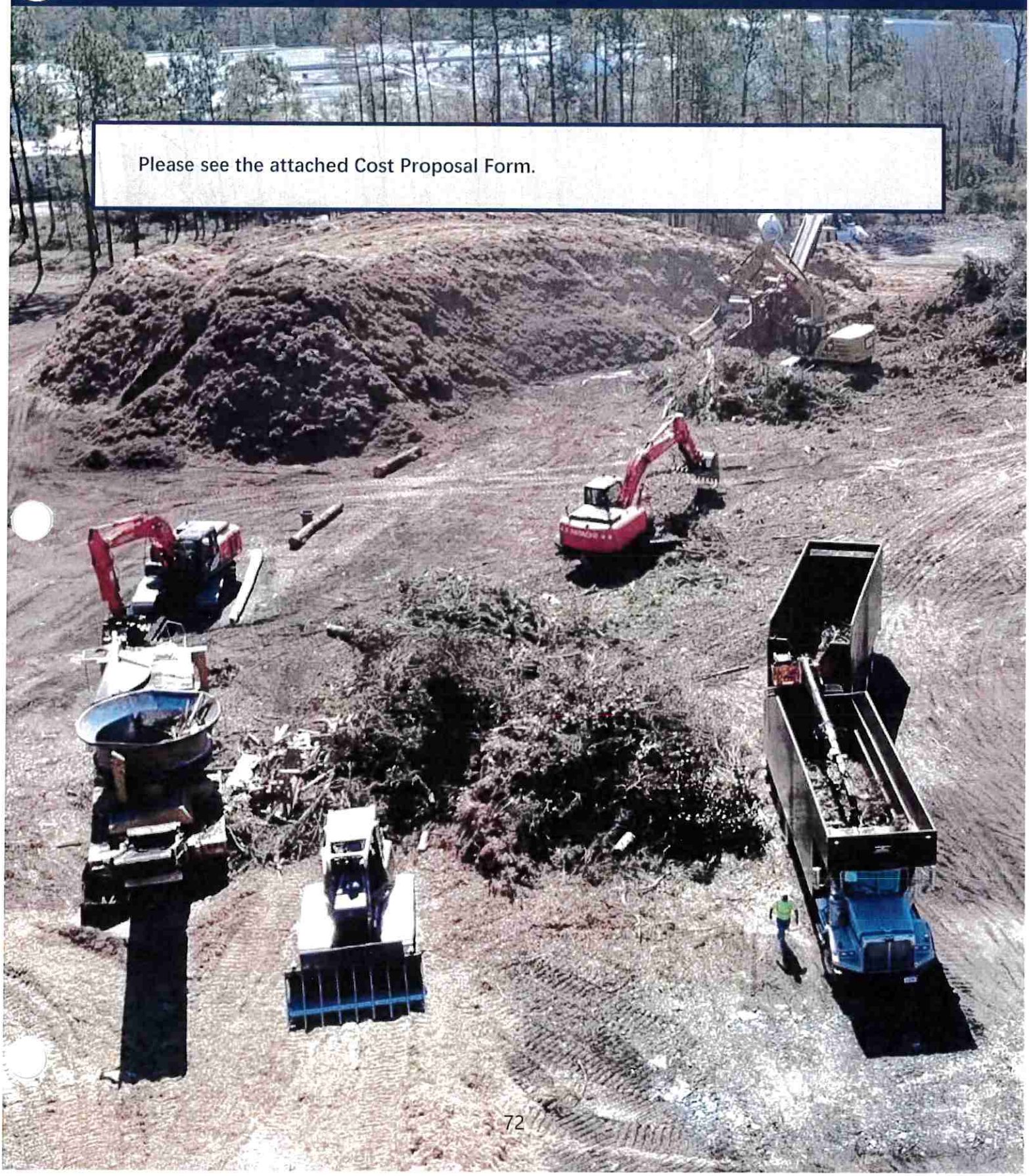


DRC EMERGENCY SERVICES *Striking Back.*

TAB F: Cost Proposal Form

EMERGENCY DISASTER ASSISTANCE RECOVERY FOR JEFFERSON COUNTY, PURSUANT TO CHAPTER 262, TEXAS LOCAL GOVERNMENT CODE, THE COUNTY PURCHASING ACT AND 2 CFR SECTIONS 200.318-327

Please see the attached Cost Proposal Form.



COST PROPOSAL FORM: APPENDIX A

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	$250.00	$10,000.00	$270.00
A.2	Self-Loading Prentice Truck 25 to yard dump body	$225.00	$9,000.00	$245.00
A.3	Wheel Loader 2 ½ to 3 yard bucket	$225.00	$9,000.00	$245.00
A.4	Wheel Loader 3 to 5 yard bucket	$250.00	$10,000.00	$270.00
A.5	Tandem Dump Truck 16 to 20 yards	$150.00	$6,000.00	$170.00
A.6	Mini Loader/Bobcat	$135.00	$5,400.00	$155.00
A.7	Dozer/Cat D6 or equivalent	$185.00	$7,400.00	$205.00
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	$225.00	$9,000.00	$245.00
A.9	Chainsaw with operator	$65.00	$2,600.00	$85.00
A.10	Laborers	$65.00	$2,600.00	$85.00
A.11	Four men crew with transportation	$300.00	$12,000.00	$320.00
A.12	Three men crew with transportation	$240.00	$9,600.00	$260.00
A.13	Two men crew with transportation	$170.00	$6,800.00	$190.00
A.14	Supervisor with transportation	$80.00	$3,200.00	$100.00
A.15	Safety Manager with transportation	$80.00	$3,200.00	$100.00
A.16	Flagger for traffic control	$50.00	$2,000.00	$70.00

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Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR *(Continued)*

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	$120.00	$4,800.00	$140.00
A.18	Trash Transfer Trailer 50 yard with Tractor	$115.00	$4,600.00	$135.00
A.19	Trash Transfer Trailer 20 yard with Tractor	$110.00	$4,400.00	$130.00
A.20	Equipment Transports	$120.00	$4,800.00	$140.00
A.21	Other Equipment: Grapple Truck 50 cubic yards or greater	$275.00	$11,000.00	$295.00
A.22	Other Equipment:	$	$	$
A.23	Other Equipment:	$	$	$
A.24	Other Equipment:	$	$	$
A.25	Other Labor:	$	$	$
A.26	Other Labor:	$	$	$
A.27	Other Labor:	$	$	$
A.28	Other Labor:	$	$	$
A.29	Other Labor:	$	$	$
A.30	Other Labor:	$	$	$

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	$120.00	$4,800.00	$140.00
A.32	Miscellaneous Unspecified Construction Equipment	$ Cost plus 20%	$ Cost plus 20%	$ Cost plus 20%

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "as needed". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-needed" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 24 hours per day; and 2) 7 days per week, and 3) 30 days per month **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	$21,690.00	$15,492.00	$108,445.00	$406,670.00
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	$2,950.00	$2,020.00	$14,145.00	$53,045.00
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	$2,470.00	$1,763.00	$12,342.00	$46,282.00
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	$6,160.00	$4,398.00	$30,786.00	$115,448.00
C.5	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	$1,500.00	$897.00	$6,278.00	$23,543.00
C.6	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	$1,910.00	$1,358.00	$9,508.00	$35,655.00
C.7	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	$1,500.00	$897.00	$6,278.00	$23,542.00
C.8	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	$1,500.00	$412.00	$2,882.00	$10,808.00

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.9	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	$1,910.00	$1,358.00	$9,508.00	$35,655.00
C.10	Jack Brooks Regional Airport– *Jerry Ware Terminal* 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	$2,075.00	$1,474.00	$10,315.00	$38,682.00
C.11	Jack Brooks Regional Airport– *Runway Lighting* 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	$2,850.00	$2,020.00	$14,145.00	$53,044.00
C.12	Jack Brooks Regional Airport- *Main Terminal (Airport Maintenance)* 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	$2,075.00	$1,474.00	$10,315.00	$38,682.00
C.13	Jack Brooks Regional Airport – *Main Terminal (All Other)* 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	$10,345.00	$7,386.00	$51,702.00	$193,882.00
C.14	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	$1,500.00	$897.00	$6,278.00	$23,542.00
C.15	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	$21,690.00	$15,492.00	$108,445.00	$406,670.00
C.16	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	$21,690.00	$15,492.00	$108,445.00	$406,670.00
C.17	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	$1,500.00	$935.00	$6,546.00	$24,548.00
C.18	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	$1,910.00	$1,358.00	$9,508.00	$35,655.00

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Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.19	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	$318.00	$2,270.00	$15,895.00	$59,607.00

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	$50.00	$2,500.00	$8,000.00	$32,000.00

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	$9,500.00	$4,900.00	$34,300.00	$137,200.00
E.2	Comfort Station-26 ft BT Unit	$9,500.00	$4,900.00	$34,300.00	$137,200.00
E.3	Shower Units – 4 stall	$8,000.00	$3,080.00	$21,560.00	$86,240.00
E.4	Shower Units 6 stall	$9,000.00	$4,620.00	$32,340.00	$129,360.00
E.5	Shower Units – 12 stall with 6 sinks	$12,200.00	$9,240.00	$64,680.00	$258,720.00
E.6	Portable Laundry Facilities	$9,000.00	$5,500.00	$38,500.00	$154,000.00
E.7	Hand Washing Station	$250.00	$250.00	$1,750.00	$7,000.00
E.8	Heavy Duty Tents/Canopies with sides (16' x 32')	$7,500.00	$1,375.00	$9,600.00	$38,400.00
E.9	Portable Evaporative Coolers for use with E.8	$3,250.00	$600.00	$3,600.00	$1,440.00

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Appendix A. Cost Proposal (Continued)

F. REEFER & REFRIGERATION CONTAINERS WITH ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	$4,500.00	$950.00	$4,250.00	$15,800.00
F.2	Equipment Rental for Morgue	$4,500.00	$1,150.00	$5,650.00	$21,400.00
Item	**Description**	**Flat Rate Per Ten Pound Bag with No Mobilization Fee**			
F.3	Ice Delivery	$8.00			

G. POTABLE WATER TRUCK, EMERGENCY BOTTLED WATER AND SPORTS DRINKS

Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case. Include number of ounces per bottle, number of bottles per case and number of cases per pallet.		
G.1	Bottled Water	$14.88		
G.2	Sports Drinks	$23.35		
Item	**Description**	**Unit Cost Per Day**	**Unit Cost Per Week**	**Unit Cost Per Month**
G.3	Equipment Rental	$2,500.00	$17,500.00	$70,000.00

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	$7,500.00	$5,800.00	$40,600.00	$162,400.00
Item	**Description**	**Flat Rate Per Unit**			
H.2	Unit Price Per Tire	$750.00			

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

Item	Description	Flat Rate Per Unit
H.3	Unit Price Per Battery	$ 750.00
Item	**Description**	**Fixed Percentage Over Contractor's Cost**
H.4	Materials/Parts (i.e., supplies, oil, repair materials)	20 %
Item	**Description**	**Hourly Rate**
H.5	Skilled Mechanic Hourly Rate	$ 150.00
H.6	Unskilled Mechanic Assistant	$ 110.00

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner. Contractor shall include cost of beverages, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

Item	Description	Price Per Meal/ per person
I.1	Breakfast	$ 35.00
I.2	Lunch	$ 35.00
I.3	Dinner	$ 48.00

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	20 %
J.2	Equipment Purchased by County	20 %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	**Description**	**UOM**	**Unit Price**
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	$ 8.42
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	$ 8.52
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	$ 9.42
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	$ 9.52
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	$ 10.52
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	$ 4.22
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	$ 4.42
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	$ 0.62
K.9	**ALTERNATE:** Reduction by incineration and site management (based on incoming yardage)	Cubic yard	$ 3.42
K.10	**ALTERNATE: Loading and** Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$ 0.62

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	**Description**	**UOM**	**Unit Price**
K.11	**ALTERNATE:** Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$0.62
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$8.86
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$9.86

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$8.62
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$8.92
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	$9.62
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	$9.62
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$9.92
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$10.72
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	$2.42

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	$4.42
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$0.62
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$9.98
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$10.68

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$8.62
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$8.92
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$9.62
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$9.62
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$9.92

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	$ 9.98
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	$ 2.42
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	$ 74.88
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	$ 4.42
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	$ 79.88
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	$ 89.88

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	**Description**	**UOM**	**Unit Price**
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. **Offerors shall provide their program method and pricing structure for E- waste.**	Each	$ 25.00

*** **Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.**

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELIGIBLE WHITE GOODS			
Item	**Description**	**UOM**	**Unit Price**
K.37	Pick up of refrigerators and freezers requiring refrigerant recovery and decontamination to designated disposal site.	Each	$75.00
K38	Pick up of washers, dryers, stoves, ovens, AC units, and hot water heaters to designated disposal site.	Each	$50.00

ABANDONED VEHICLES			
Item	**Description**	**UOM**	**Unit Price**
K.39	Pick up of abandoned vehicles to designated site, one-way haul	Each	$250.00

ELIGIBLE ANIMAL CARCASSES			
Item	**Description**	**UOM**	**Unit Price**
K.40	Recovery and disposal of animal carcasses	Pound	$2.00

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5" (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

TREE AND STUMP REMOVAL			
Item	**Description**	**Stump Unit Price**	**Tree Unit Price**
L.1	24" diameter and greater, but less than 48" diameter	$200.00	$295.00
L.2	Equal to or greater than 48"	$350.00	$395.00

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL (*Continued*)

DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	$28.86
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.4	24-36 inches	Per stump	$200.00
L.5	36-48 inches	Per stump	$250.00
L.6	Greater than 48 inches	Per stump	$350.00
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	$34.98
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	$23.98
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	$26.98
BACKFILL (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.10	Backfill per specifications	Per cubic yard	$35.00

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

LEANING TREES/HANGING LIMBS			
Item	**Description**	**UOM**	**Unit Price**
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	$ 92.50
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	$ 110.00
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	$ 210.00
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	$ 300.00
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	$ 400.00

M. DEMOLITION OF STRUCTURES (If implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

Contractor shall be compensated based on the schedule below. Disposal/Tipping fees shall be included in the unit rates proposed for services.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	$ 6.25
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	$ 6.50
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	$ 7.00
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	$ 7.15
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	$ 7.50
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	$ 7.50

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A).

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	20 %
N.2	Materials (i.e. plywood, hardware materials)	20 %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	20 %

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	20 %

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	20 %

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A)**. Contractor shall identify/specify miscellaneous equipment on the schedule **(Item A)**, as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	20 %

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	$ 24.98	$ 26.98	$ 32.98
T.2	Debris removal and restoration of canals	$ 142.50	$ 144.50	$ 149.50
Item	**Description**	**Per vessel for a one way haul of 1-15 miles**	**Per vessel for a one way haul of 15-30 miles**	**Per cubic for a one way haul of 31-40 miles**
T.3	Boat removal (vessels less than or equal to 20 linear feet)	$ 1,250.00	$ 1,350.00	$ 1,500.00
T.4	Boat removal (vessels 21 linear feet or greater)	$ 3,250.00	$ 3,450.00	$ 3,650.00

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.1	Clean 21" & 24" Storm Sewer	$ 14.50
U.2	Clean 27" & 30" Storm Sewer	$ 16.50
U.3	Clean 36" Storm Sewer	$ 18.50
U.4	Clean 42" Storm Sewer	$ 24.50
U.5	Clean 48" Storm Sewer	$ 26.50
U.6	Clean 54" Storm Sewer	$ 28.50
U.7	Clean 60" Storm Sewer	$ 30.50

(Continued on next page)

Appendix A. Cost Proposal (Continued)
U. Cleaning of Storm Drains (Continued)

ROUND CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.8	Clean 72" Storm Sewer	$ 36.50
U.9	Clean Catch Basins	$ 450.00
U.10	Clean Drainage Manholes	$ 300.00
BOX CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.11	Clean 0 - 4 (Square Foot)	$ 250.00
U.12	Clean 4.01 - 9 (Square Foot)	$ 350.00
U.13	Clean 9.01 - 15 (Square Foot)	$ 450.00
U.14	Clean 15.01 – 20 (Square Foot)	$ 550.00
U.15	Clean 20.01 – 30 (Square Foot)	$ 650.00
U.16	Clean 31.01 – 40 (Square Foot)	$ 750.00
U.17	Clean 40.01 – 50 (Square Foot)	$ 850.00
U.18	Clean 50.01 - 60 (Square Foot)	$ 950.00
U.19	Clean 60.01 - 70 (Square Foot)	$ 1,000.00

NOTE: Removal of vessels includes the use of land based equipment only. Marine based salvage will be negotiated on a unit basis

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

DRC EMERGENCY SERVICES *Striking Back.*

TAB G: Copy of RFP and Addenda

EMERGENCY DISASTER ASSISTANCE RECOVERY FOR JEFFERSON COUNTY, PURSUANT TO CHAPTER 262, TEXAS LOCAL GOVERNMENT CODE, THE COUNTY PURCHASING ACT AND 2 CFR SECTIONS 200.318-327



Please see the attached Copy of RFP with forms attached.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

LEGAL NOTICE
Advertisement for Request for Proposal

December 2, 2025

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals **(RFP 25-063/CG), Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327. Specifications for this project may be obtained from the Jefferson County website,** https://jeffersoncountytx.gov/Purchasing/ **, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

PROPOSAL NAME:	**Emergency Disaster Assistance Recovery for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-327.**
PROPOSAL NUMBER:	**RFP 25-063/CG**
DUE DATE/TIME:	**11:00 AM CT, Wednesday, January 14, 2026**
MAIL OR DELIVER TO:	**Jefferson County Purchasing Department** **1149 Pearl Street, 1st Floor** **Beaumont, Texas 77701**

Any questions relating to these requirements should be directed to Cindy Greene, Contract Specialist at 409-835-8593 or Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.gov.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this bid.

Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Port Arthur News:
December 3, 2025
The Examiner:
December 4, 2025 & December 11, 2025

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PROPOSAL SUBMITTAL CHECKLIST

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

☑ Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

☑ An acknowledgment and/or response to each section of the proposal.

☑ Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

☑ Identification of three (3) entities for which the Proposer is providing or has provided Emergency Disaster Assistance Recovery Services of the type requested, including the name, position, and telephone number of a contact person at each entity.

☑ Completed and Signed FORM 1295.

☑ Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.

☑ Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

☑ **One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Please read the "Proposal Submittal Checklist" included in this package.

DRC Emergency Services, LLC
Company

6702 Broadway Street, Galveston, TX 77554
Address

Kristy Fuentes
Authorized Representative (Please print)

Authorized Signature

(888) 721-4372
Telephone Number

(504) 482-2852
Fax Number

Vice President, Treasurer, Secretary
Title

1/12/26
Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Emergency Disaster Assistance Recovery Services.

The following Items are provided as general information and specifications as required by the Jefferson County Purchasing Department.

1.1 VENDOR INSTRUCTIONS

Read the document carefully. Follow all instructions. Proposer is responsible for fulfilling all requirements and specifications. It is imperative

General Requirements apply to all advertised requests for proposals; however, these may be superseded, whole or in part, by the Scope of Services, Guidelines and Specifications, Requested Responses and Information, or other data contained herein. Be sure your proposal package is complete.

1.2 GOVERNING LAW

Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that Jefferson County may request and rely on advice, decisions, and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

If Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in the RFP, Proposer shall immediately notify the County of such error in writing and request modification or clarification of the document. Modifications will be made by issuing Addenda. Written notice will be given to all parties who have been furnished with the RFP without divulging the source of the request for the same. If the Proposer fails to notify the County prior to the date and time fixed for submission of proposals of an error or ambiguity in the RFP known to Proposer, or an error or ambiguity that reasonably should have been known to Proposer, then Proposer shall not be entitled to compensation or additional time by reason of the error or ambiguity or its later resolution.

The County may also modify the RFP, no later than 48 hours prior to the date and time fixed for submission of proposals, by issuance of an Addendum to all parties who have received the RFP. All addenda will be numbered consecutively, beginning with 1.

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

Firms in receipt of this RFP shall notify Deborah L. Clark, Jefferson County Purchasing Agent, of any address changes, contact person changes, and/or telephone number changes no later than 48 hours prior to the date and time fixed for submission of proposals.

1.5 PROPOSAL PREPARATION COST

Cost for developing proposals is entirely the responsibility of Proposers and shall not be charged to Jefferson County.

1.6 SIGNATURE OF PROPOSAL

A transmittal letter, which shall be considered an integral part of the proposal, shall be signed by an individual who is authorized to bind the Proposer contractually. If the Proposer is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

If the Proposer is a partnership, the true name of the firm shall be provided with the signature of the partner or partners authorized to sign.

If the Proposer is an individual, that individual shall sign. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a power of attorney or equivalent document must be submitted to the Jefferson County Purchasing Department prior to the submission of the proposal or with the proposal.

1.7 ECONOMY OF PRESENTATION

Proposals shall not contain promotional or display materials, except as they may directly answer in whole or in part questions contained in the RFP. Such exhibits shall be clearly marked with the applicable reference number of the question in the RFP. Proposals must address the technical requirements as specified in the RFP. All questions posed by the RFP must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

1.8 PROPOSAL OBLIGATION

The contents of the proposal and any clarification thereof submitted by the selected Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

This Agreement is derived from (1) the RFP, written clarifications to the RFP and County's response to questions; (2) the Contractor's Best and Final Offer, and (3) the Contractor's response to the RFP.

In the event of a dispute under this Agreement, applicable documents will be referred to for the purpose of clarification or for additional detail in the following order of precedence: (1) Amendments to the Agreement in reverse chronological order; (2) the Agreement, including the Scope of Work; **(3) the Contractor's Best and Final Offer;** (4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Jefferson **County's interpretation shall govern.**

1.11 IMPLIED REQUIREMENTS

Products and services not specifically mentioned in the RFP, but which are necessary to provide the functional capabilities described by the Proposer, shall be included in the proposal.

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

It is intended that this Request for Proposals (RFP) describe the requirements and the response format in sufficient detail to secure comparable proposals. Failure to comply with all provisions of the RFP <u>will result</u> in disqualification.

1.13 VENDOR REGISTRATION: SAM (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.

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

ALL NON-EXEMPT PROPOSERS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH PROPOSAL SUBMISSION.

INSTRUCTIONS:

(1) Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form.
The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 hard copy (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department WITH RFP PROPOSAL SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.

FORM 1295 Implementation Background:

In accordance with House Bill 1295 (passed January 1, 2016), Vendors entering into contracts and professional agreements with Jefferson County will be required to complete a Certificate of Interested Parties (FORM 1295), **unless contract is considered exempt as described below.**

In 2017, the Texas legislature amended the law to require **Form 1295 to include an "unsworn declaration" which** includes, among other things, the date of birth and address of the authorized representative signing the form. The unsworn declaration, including the date of birth and address of the signatory, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an **"unsworn declaration."**

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- **a sponsored research contract of an institution of higher education**
- **an interagency contract of a state** agency or an institution of higher education
- **a contract related to health and human services if: the value of the contract cannot be determined at the time the** contract is executed; and o any qualified vendor is eligible for the contract
- **a contract with** a publicly traded business entity, including a wholly owned subsidiary of the business entity
- **a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code**
- **a contract with a gas utility, as that term is defined by** Section 121.001, Utilities Code

SAMPLE COMPLETED FORM 1295

VENDOR: FORM 1295 MUST BE COMPLETED/SUBMITTED ON TEXAS ETHICS COMMISSION WEBSITE. HARD COPY OF FORM 1295 IS TO BE PRINTED, COMPLETED, SIGNED, AND SUBMITTED WITH BID/PROPOSAL/AGREEMENT/CONTRACT. JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES — FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

VENDOR:ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

JEFFERSON COUNTY, TEXAS

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE** ☐

6 UNSWORN DECLARATION **VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

_____
Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/22/2017

NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

Must file online at www.ethics.state.tx.us/File

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2025-1400100

Date Filed:
12/15/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
DRC Emergency Services, LLC
Galveston, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Jefferson County, TX

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
25-063CG
Emergency Disaster Assistance Recovery

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Kristy Fuentes, and my date of birth is May 31, 1974.

My address is 111 Veterans Memorial Blvd. Suite 1420, Metairie (city), LA (state), 70005 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jefferson Parish County, State of Louisiana, on the 11th day of December (month), 2025 (year).

Signature of authorized agent of contracting business entity
(Declarant)

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award is in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

The Proposer may withdraw its proposal by submitting a written request over the signature of an authorized individual, as described in paragraph 1.6, to the Purchasing Department any time prior to the submission deadline. The Proposer may thereafter submit a new proposal prior to the deadline. Modification or withdrawal of the proposal in any manner, oral or written, will not be considered if submitted after the deadline.

1.18 SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of Small, Minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the County does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms.

Minority owned business may be eligible for contract procurement assistance with public and private sector entities from MBDA Centers

Dallas Fort Worth MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550 B
Dallas, TX 75247
214-920-2436
Website: https://www.mbdadfw.com
Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: https://www.mbda.gov/business-center/el-paso-mbda-business-center
Email: treed@ephcc.org

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.

1.19 AWARD

Jefferson County reserves the right to award this contract on the basis of the **Best Offer** in accordance with the laws of Texas, to waive any formality or irregularity, to make award to more than one Proposer, and/or to reject any or all proposals. In the event the highest dollar Proposer meeting specifications is not awarded a contract, the Proposer may appear before Commissioners' Court and present evidence concerning his responsibility.

1.20 OWNERSHIP OF PROPOSAL

All proposals become the property of Jefferson County and will not be returned to Proposers.

1.21 DISQUALIFICATION OF PROPOSAL

Upon signing this proposal document, a contractor offering to sell supplies, materials, services, or equipment to Jefferson County certifies that the Proposer has not violated the antitrust laws of this state codified in Section 15.01, et seq, Business & Commerce Code, or the Federal Antitrust Laws, and has not communicated directly or indirectly the offer made to any competitor or any other person engaged in such line of business. Any or all proposals may be rejected if the County believes that collusion exists among the Proposers.

1.22 CONTRACTUAL DEVELOPMENT

The contents of the RFP and the selected proposal will become an integral part of the contract, but may be modified by provisions of the contract as negotiated. Therefore, the Proposer must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFP or subsequently during the selection process.

1.23 ASSIGNMENT

The selected vendor may not assign, sell, or otherwise transfer this contract without written permission of the Jefferson County Commissioners' Court.

1.24 CONTRACT OBLIGATION

Jefferson County Commissioners' Court must award the contract, and the County Judge or other person authorized by Jefferson County Commissioners' Court must sign the contract before it becomes binding on Jefferson County or the Proposer. **Department heads are not authorized to sign agreements for Jefferson County.** Binding agreements shall remain in effect until all products and/or services covered by this proposal have been satisfactorily delivered and accepted.

1.25 TERMINATION

Jefferson County reserves the right to terminate the contract for default if the awarded vendor breached any of the terms therein, including warranties of proposal, or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all other requirements to Jefferson County's satisfaction, and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified.

1.26 INSPECTIONS

Jefferson County reserves the right to inspect any item(s) or service location(s) for compliance with specifications and requirements and needs of the using department. If a proposal cannot furnish a sample of a proposed item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the Proposer as inadequate.

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

The Proposer shall totally indemnify Jefferson County against all claims by its employees, agents, or representatives or personal injury arising from any cause. In addition, the Proposer shall totally indemnify Jefferson County against all claims of loss or damage to the Proposer's and Jefferson County's property, equipment, and/or supplies.

1.29 TAXES

The contractor and its subcontractors, agents and employees, as the case may be, will be responsible for the payment of all federal, state and local taxes, and deposits or contributions imposed or required by law.

1.30 NON-DISCRIMINATION

The successful Proposer will be required to comply with the Americans With Disabilities Act and with all provisions of federal, state, county and local (if any) laws and regulations to ensure that no employee or applicant for employment is discriminated against because of race, color, religion, sex, age, handicap or national origin.

1.31 CONFLICT OF INTEREST

The agreement entered into pursuant to this RFP will contain the Contractor's warranty that, except for bona-fide employees or selling agents maintained by the Contractor for the purpose of securing business, no person or selling agency has been employed or retained to solicit this contract upon an agreement or understanding for commission, percentage or contingency.

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

By submitting a proposal in response to this RFP, all Proposers affirm that they have not given, nor intend to give, at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement.

Each Proposer must disclose any existing or potential conflict of interest relative to the performance of the requirements of this RFP. Examples of potential conflicts may include an existing business or personal relationship between the Proposer, its principal, or any affiliate or subcontractor, with the County or any other entity or person involved in any way in the project that is the subject of this RFP. Similarly, any personal or business relationship between the Proposer, the principals, or any affiliate or subcontractor, with any employee of the County or its suppliers must be disclosed. **Any such relationship that might be perceived or represented as a conflict must be disclosed. Failure to disclose any such relationship or reveal personal relationships with state employees may be cause for contract termination. The County will decide if an actual or perceived conflict should result in proposal disqualification.**

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

If any material in the proposal submission is considered by Proposer to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Proposer), **Proposer must clearly mark the applicable pages of Proposer's proposal submission to indicate each claim of confidentiality. Additionally, Proposer must include a statement on company letterhead identifying all Proposal section(s) and page(s) that have been marked as confidential.** Jefferson County will protect from public disclosure such portions of a proposal, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire proposal submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire proposal submission subject to release under the Texas Public Information Act.

By submitting a proposal, Proposer agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Proposer's proposal submission or other information submitted by Proposer.

1.33 WAIVER OF SUBROGATION

Proposer and Proposer's Insurance Carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from the Proposer's performance under this agreement.

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

By signing its proposal, Proposer acknowledges that it has read and understands the insurance requirements for this proposal. Proposer also understands that evidence of required insurance must be submitted within fifteen (15) working days following notification of acceptance of its offer; otherwise, Jefferson County may rescind its acceptance of the Proposer's proposal. The insurance requirements are part of this package.

1.35 INSURANCE REQUIREMENTS

The contractor (including any and all subcontractors as defined in Section 1.36 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability. All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an Insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public, Liability, including Products & Completed Operations	$1,000,000
Excess Liability	$1,000,000

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants)
Builder's Risk Policy: Structural Coverage for Construction Projects
Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 **Definitions:**

1.36.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

1.36.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.

1.36.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.

1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 1.35 above.

1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.

1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:

1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and

1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.

1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:

1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.

1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.

1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:

1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and

1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.

1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.

1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and

1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 1.36.1. – 1.36.7., with the certificates of coverage to be provided to the person for whom they are providing services.

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

PROPOSER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Proposer(s) prior to the issuance of a Purchase Order.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McGriff, a Marsh & McLennan Agency LLC Company 10100 Katy Freeway, #400 Houston, TX 77043	**CONTACT NAME:** Turner Murphy **PHONE (A/C, No, Ext):** 713-877-8975 **FAX (A/C, No):** 713-877-8974 **E-MAIL ADDRESS:** turner.murphy@mcgriff.com
INSURED DRC Emergency Services, LLC P.O. Box 17017 Galveston, TX 77552	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Old Republic Insurance Company — 24147 **INSURER B :** United States Fire Insurance Company — 21113 **INSURER C :** Texas Mutual Insurance Company — 22945 **INSURER D :** Argonaut Insurance Company — 19801 **INSURER E :** Vantage Risk Specialty Insurance Company — 16275 **INSURER F :** Gotham Insurance Company — 25569

COVERAGES **CERTIFICATE NUMBER:** NXKU8VLD **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			MWZY31921225	04/30/2025	03/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 200,000 $ 10,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			1387802214	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
F	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $			EX202500006247	04/30/2025	03/31/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		0001307608 WC929208471764	03/31/2025	03/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Contractors Pollution & Errors & Omissions			P03CP0000055601	03/31/2025	03/31/2026	Contractor's Pollution Errors & Omissions Policy Aggregate	$ 5,000,000 $ 5,000,000 $ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RFP NUMBER: RFP 25-063/CG
RFP TITLE: Emergency Disaster Assistance Recovery for Jefferson County

The General Liability, Automobile and Excess policies contain blanket Additional Insured endorsements in favor of all parties where required by a written contract. The General Liability, Automobile, Workers' Compensation and Excess policies contain blanket Waiver of Subrogation endorsements in favor of all parties where required by written contract. Coverage is primary and non-contributory as respects to the General Liability, Automobile and Excess Liability policies as required by written contract. Additional Insured, Waiver of Subrogation and Primary and non-contributory wording is limited to the extent of the policy terms, conditions and exclusions. Excess coverages follow form. In the event of cancellation by the insurance companies, the policies have been endorsed to provide (30) days' Notice of Cancellation (except for non-payment) to the certificate holder shown below.

CERTIFICATE HOLDER

Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE R Michael Broadlove, JR

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SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.327 APPENDIX II TO 2 CFR §200

2 CFR 200.327 Contract provisions. The non-**Federal entity's contracts should contain applicable provisions described in** Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal **entity's contracts must** contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. ***Language as of January 3, 2025**

THRESHOLD	PROVISION	CITATION
>$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Although not required for contract at or below the SAT, FEMA suggests including a remedies provision. The NFE should consult their servicing legal counsel to determine whether and how remedies for breach of contract are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (A)
>$10,000	All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. FEMA suggests including a termination for cause and for convenience in all contracts even when not required. The NFE should consult their servicing legal counsel to determine whether and how termination provisions are permissible under applicable state, local, or tribal laws or regulations.	2 CFR 200 APPENDIX II (B)
None	Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, **all contracts that meet the definition of "federally assisted construction contract" in** 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, **"Equal Employment Opportunity"** (30 FR 12319, 12935, 3 CFR Part, 1964-1965 **Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing** regulations at 41 CFR part 60, **"Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."** 41 CFR 60-1.4 Equal opportunity clause. b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause: The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:	2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)

The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through
(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or

	all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>$2,000	Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, **"Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").** In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance **with the Copeland "Anti-Kickback" Act** (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, **"Contractors and** Subcontractors on Public Building or Public Work Financed in Whole or in Part **by Loans or Grants from the United States"). The Act provides that each** contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. **FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR.** When required, prime construction contracts over $2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at 29 C.F.R. § 5.5(a)(1)-(10) in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts. In situations where the Davis-Bacon Act does not apply, neither does the **Copeland "Anti-Kickback" Act. Sample contract clauses are** provided in the FEMA Contract Provisions Guide.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141-3144 and 3146-3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
> $100,000+ Mechanics or Laborers	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a	2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701-3708; supplemented by 29 C.F.R. Part 5

half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Applicability

This required contract provision applies to all procurements over $100,000 that involve the employment of mechanics, laborers, and construction work. These requirements *do not* apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Required Language

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of
   $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. *Withholding for unpaid wages and liquidated damages.* The (insert 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. 1. The contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this provision shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.	
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal **award meets the definition of "funding agreement" under** 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research **work under that "funding agreement," the recipient or subrecipient must** comply with the requirements of 37 CFR Part 401, **"Rights to Inventions Made** by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative **Agreements,"** and any implementing regulations issued by the awarding agency. **This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.**	2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).
>$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders 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	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387

	regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.* The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 *et seq.* The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with federal assistance provided by FEMA.	
>$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 **Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the** names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified. Suggested Language: Suspension and Debarment This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the **contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined** at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180 (implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989)); 2 C.F.R. Part 3000 (Department of Homeland Security regulations for Non-procurement Debarment and Suspension, implementing 2 C.F.R. Part 180).

	3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the federal government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.	
> $100,000; and Certification required for all contracts greater than $100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding $100,000.** Required Certification: CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
Work involves the use of materials, and the contract is for more than $10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Suggested Language: In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or At a reasonable price.	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)

	Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines webpage: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.	
>$100,000	*§135.38 Section 3 clause* *All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):* A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135. E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135. F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or	

	suspension from future HUD assisted contracts. G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None; All FEMA declarations and awards issued on or after November 12, 2020.	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to: Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (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	2 CFR 200.216

	support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See Public Law 115-232, section 889 for additional information. (d) See also § 200.471.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None; All FEMA declarations and awards issued on or after November 12, 2020.	Suggested Language: If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to **ensure that small and minority businesses, women's business enterprises,** and labor surplus area firms are used when possible. Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) When possible, the recipient or subrecipient should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) are considered as set forth below. (b) Such consideration means: (1) These business types are included on solicitation lists; (2) 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 Requiring a contractor under a Federal award to apply this section to subcontracts.	2 C.F.R. § 200.321(b)(1)-(5)
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained	2 CFR 200.334; and 200.337

for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:

(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.

(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.

(e) Records for program income transactions after the period of performance. In some cases recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(1) *If submitted for negotiation.* If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(2) *If not submitted for negotiation.* If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

<u>Suggested Language for All Procurements:</u>

a. The Contractor agrees to provide (insert non-federal entity), the Texas Division of Emergency Management (TDEM), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

	b. The FIRM agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. c. The CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. (6) In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the (insert name of the non-federal entity) and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.	
None	d. CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental Corporation may not enter into a governmental contract with a company that is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224.The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of $100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: 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	(1) 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 *Violence Against Women Act Reauthorization of 2022*, the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

BYRD ANTI-LOBBYING CERTIFICATION

Certification for Contracts, Grants, Loans, and Cooperative Agreements-The undersigned certifies, to the best of his or her knowledge and belief, that:

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor DRC Emergency Services, LLC certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official

1/12/26

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid/proposal. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor DRC Emergency Services, LLC certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official

1/12/26

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)
(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official

1/12/26

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions **supersede** General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

The County requests that response submissions NOT be bound by staples or glued spines.

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. https://jeffersoncountytx.gov/Purchasing/.

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Reponses must be submitted in complete original form by mail or messenger to the following address:
Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

Respondent shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED RFP RESPONSE." The outside of the envelope of box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, January 14, 2025.

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct all questions to Cindy Greene, Contract Specialist at 409-835-8593 or by email at: Cynthia.greene@jeffersoncountytx.gov. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: deb.clark@jeffersoncountytx.gov.

Courthouse Security:
All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days.

In response to the Covid-19 pandemic, Jefferson County will be implementing precautionary measures as currently recommended by the CDC within its facilities.

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2025):

~~January 20 (Monday) - Martin Luther King, Jr. Day~~
~~April 18 (Friday) - Good Friday~~
~~May 26 (Monday) - Memorial Day~~
~~June 20 (Friday) - Juneteenth~~
~~July 4 (Friday) - Independence Day~~
~~September 1 (Monday) - Labor Day~~
~~November 11 (Tuesday) - Veteran's Day~~
~~November 27 & 28 (Thursday & Friday) - Thanksgiving~~
December 25 & 26 (Thursday & Friday) Christmas
January 1, 2026 (Thursday) - New Year's

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFP closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of **qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact** time specified in the RFP and urgent County requirements preclude amendment to the RFP, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this Request for Proposals, a Pre-Proposal Conference will not be held for this project.

Proposals will be opened publicly in a manner to avoid public disclosure of contents; however, only names of Proposers will be read aloud.

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Cindy Greene, Contract Specialist** at: Cynthia.greene@jeffersoncountytx.gov or faxed at: 409-835-8456. If no answer in 72 hours, email **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, Monday, December 15, 2025.**

3.4 TENTATIVE SCHEDULE OF EVENTS

December 2, 2025	Issuance of Request for Proposal
January 14, 2026	Deadline Submission (late proposals will not be considered)
January 16, 2026	Proposals distributed to Evaluation Committee
January 23, 2026	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
January 30, 2026	If Applicable: Conduct Interview/Best and Final Offer/Short List
February 10, 2026	Recommendation for Award

Please note:
The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

The County requests that proposal submissions NOT be bound by staples or glued spines.

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

A. Transmittal Letter

B. Table of Contents

C. Executive Summary

D. Proposer Identifying Information

E. Proposer Personnel and Organization

F. Cost Proposal Form (PAGE 61)

G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

a. Name and address of business entity submitting the proposal;

b. Type of business entity (i.e., corporation, partnership);

c. Place of incorporation, if applicable;

d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;

e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;

f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;

g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and

h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

a. Full name (including full middle name);

b. An employment history;

c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);

d. A specific indication of what role the individual will have in this project; and

e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

PROPOSED SCOPE OF SERVICES

Offerors shall submit a proposal for the following services. However, the proposals are not limited to the below list should the offeror feel they might have similar services available that may be of benefit to the County.

The Contractor shall perform all services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations, and permits. Only the highest quality of workmanship will be acceptable. Services, equipment, and/or workmanship not conforming to the intent of the awarded contract or meeting the approval of the County may be rejected. Replacements and/or rework, as required, will be accomplished at no additional cost to the County.

Contractor shall bear all of its own operating costs and is responsible for all permit, license fees, and maintenance of its own and subcontractor's trucks, and equipment to keep such property in condition and manner adequate to accomplish contracted services.

The Contractor shall provide expertise, technical guidance and consultation before, during and after the disaster event. The Contractor shall provide administrative support for contracted operations, on-site management staff to work with County staff, and field supervisors, operators, drivers, laborers along with appropriate vehicles, equipment, housing, hand tools and all other incidentals to ensure a successful recovery operation.

The Contractor shall be responsible for knowledge of and compliance with all federal, state and local laws, rules, practices and regulations.

Contractor will agree to work alongside and cooperate with any state, federal or quasi-governmental agency, such as Agrilife or TDEM or their designees that may bring resources to assist with debris removal, damage assessments, etc.

Contractor is to ensure strict compliance to Code of Federal Regulations 2 (CFR) Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200 main 02.tpl

No guarantee is expressed or implied as the volume of services, if any, shall be procured under this Request for Proposal by the Jefferson County.

COUNTY BACKGROUND

Jefferson County covers approximately 1,100 square miles and has a population of 253,700. Jefferson County owns 165 buildings and has 1,123 employees.

TERMS

The selected contractor shall not begin any service resulting from this agreement without a Notice to Proceed or Purchase Order issued by Jefferson County. A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

It is the intent of the County to award a one (1) year contract with the possibility of two (2) one-year renewals, which shall commence immediately upon the County Commissioner's approval and signing of the contact. Should any active individual project extend beyond the expiration date of the contract, the project agreement shall be extended until the project has been satisfactorily, successfully completed, and accepted.

QUALIFICATIONS

The Contractor must, at a minimum, have performed at least three (3) debris removal, reductions, and operations in excess of 1,000,000 cubic yards, and provide references for the communities where these operations took place. At least two (2) of these operations must have been performed in the last eight (8) years.

The Contractor shall have at least ten (10) years of experience in the provision of emergency products and services and must be able to demonstrate that some of this experience was during periods of emergency/disaster type conditions.

The Contractor's company shall be currently engaged in emergency disaster recovery services on a full-time basis, year round, with dedicated management and administrative support staff, in-house employees. The Contractor may supplement

in-house resources with private individuals or companies. The contractor shall have the financial strength to assume extensive and large expenditures.

Contractor is required to be registered with The System for Award Management (SAM) with an "active" status.

Subcontractors: Should subcontractors be included in the proposal, all terms and conditions must be disclosed including method and reason for selection, subcontractor compensation, and subcontractor billing rate. At the County's request, Contractor shall provide all internal sub-contractor documentation for federal reimbursement review.

RECORDS RETENTION

Contractor is required to retain all records and files related to a DISASTER/EMERGENCY until the Jefferson County Auditing Department gives written permission to discard these materials.

PERFORMANCE AND PAYMENT BOND REQUIREMENTS

Based on an agreed upon estimate following a disaster/emergency; within ten (10) days after the date of the signing of the Notice to Proceed, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars ($100,000). If the contract is for one hundred thousand dollars ($100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

Once work, separately or cumulatively, exceeds the original bonded amount, an additional Performance and Payment Bond, or rider to the original bonds, will be required.

The bonds shall remain in effect until both the final payment is made and the closeout of the project is finalized.

STRATEGIC PLANNING

The Contractor in conjunction with the EMC/EOC shall develop a strategic plan for disaster recovery services and submit twelve (12) hard copies and same documentation on one USB flash thumb drive in Adobe Acrobat format to the County for approval prior to the pre-event planning meeting.

A pre-event planning meeting shall be conducted upon the award of this contract. EMC/EOC will work closely with the Contractor to identify the following:

- Map of primary transportation routes;
- Map of all facilities with notation to essential facilities;
- Emergency power requirements for essential facilities;
- Map of sanitary portable facilities for immediate placement;
- Possible locations for temporary debris staging and reduction site (TDSRS); and
- Possible equipment staging locations.

The Contractor shall meet with the EMC/EOC prior to the beginning of each Hurricane season for pre-event planning. At this meeting, the County and Contractor will discuss elements that may change or effect disaster recovery.

MOBILIZATION

The contractor is responsible to contact the County's representative ninety-six (96) hours, forty-eight (48) hours AND twenty-four (24) hours prior to a storm event.

Depending on the category of event and/or type of event, the County may revise the requirements for immediate mobilization.

Compensation for Standby Equipment – Following are procedures should the need for immediate equipment no longer exist based on minimal storm damage or the storm by-passes the County:

The County will release the equipment to the Contractor for deployment outside of Jefferson County. This process shall be in writing with the County's Representative signature authorizing the release of the equipment.

In the event the equipment cannot be redirected, the County shall compensate the Contractor based on the minimum term (daily, weekly,) of the Contractor's agreement for rental/lease. In all instances the Contractor shall make every effort to negotiate with their supplier a rental term no longer than one (1) week. In all instances a copy of the Contractor's supplier's invoice and contract shall accompany the Contractor's application for payment.

The contractor shall make every attempt to communicate via telephone with the County's appointed representative immediately after the event to receive an initial assessment of damage. The Contractor shall then report to the County's Emergency Operations Center.

The Contractor shall be responsible for placing all immediate need equipment, materials, and personnel on stand-by in a safe location to await deployment to the designated areas immediately following a disaster event. The Contractor shall coordinate with the County a disaster recovery plan applicable to the event.

The plan shall include:

- Verification of primary transportation routes, which require clearing;
- Debris removal strategy (i.e., landfill disposal site, TDSRS site, if required additional mileage to disposal site, etc.);
- Placement of emergency power;
- Placement of immediate need sanitary portable facilities/portable housing facilities;
- Placement of immediate need reefer and refrigerator containers and initial ice supply;
- Placement of water trucks with potable water and emergency water; and
- Placement and operation of a temporary fleet maintenance facility.

The Contractor shall also be capable of deploying all resources for the following immediate need services within **twenty–four (24)** to **thirty–six (36)** hours following an event:

- Equipment for clearing transportation routes;
- Equipment and materials to provide emergency power at facilities deemed essential by the County;
- Portable facilities;
- Reefer and refrigerator containers with initial ice delivery;
- Potable water trucks and emergency bottled water;
- Temporary fleet maintenance;
- Traffic control and signage;
- and Canteen to include staffing and operation.

The Contractor shall be capable of mobilizing 100% of required resources within 96 hours following an event for all other services.

OBJECTIVE

Jefferson County is seeking proposals from qualified Contractors to establish Emergency Disaster Assistance Recovery contract(s) for project management and various disaster related services. Services shall include, but not be limited to:

- Emergency Road Clearance
- Emergency Power Generators
- Temporary Satellite Communications
- Temporary Sanitary Facilities/Portable Housing Facilities
- Reefer and Refrigerator Container
- Potable Water Truck and Drinking Water (add water troughs)
- Mobile Fleet Repair Facilities, Technicians and Mechanics
- Canteen, Inclusive of Operation and Staffing
- Traffic Control and Signage

- Right of Way (ROW) Debris Removal
- Right of Entry (ROE) Debris Removal
- Tree, Tree Stump, and Tree Limb Removal
- Demolition of Structures
- Emergency Temporary Dry-in of Facilities
- Temporary Security Personnel
- Temporary Lighting
- Temporary Fueling Sites and Dispensing
- Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- Temporary Fencing
- Other Disaster Related Services: Waterway Debris Removal
- Cleaning of Storm Drains

The Contractor may be called upon throughout the contract term to render services to assist the County with special needs and events for other than full-scale disasters.

The County, at its sole discretion, may expand the scope of services to include additional requirements. The County reserves the right to investigate, as it deems necessary to determine the ability of any firm to perform the work or services requested. Information the County deems necessary in order to make a determination shall be provided by the firms upon request.

It is the intent of the County to award the contract(s) as follows:

a. Debris Removal
   - **The following services shall not be split:** ROW Debris Removal, ROE Debris Removal and Tree/Tree Stump/Limb Removal.

b. Ancillary Services
   - Debris Removal Contractors shall have the right to withdraw ancillary services from their proposal if they are not selected as a Debris Management Contractor.

It is the County's intent to pre-establish immediate and non-immediate services that may be required in the event of a disaster.

EMERGENCY ROAD CLEARANCE:

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by Jefferson County Emergency Management/Emergency Operations Center (EM/EOC). Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

The County will reimburse the contractor as follows:
County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor. Rate Schedule **(Item A).**

EMERGENCY POWER GENERATORS:

Contractor shall provide all labor, materials, equipment, tools and any other incidental items to furnish, deliver and install emergency power to essential facilities as identified and directed by the County. **The Contractor shall contact Emergency Management Center (EMC)/Emergency Operations Center (EOC) staff before final location of generators are decided.**

A list of generators that could possibly be requested by the EMC/EOC is provided in Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C).** The generators have been classified as "essential" and "as needed". The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as needed" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.

In some instances, the contractor shall be required to be on-call 24 hours for repairs to essential generators.

Upon delivery of each unit, the Contractor shall contact the EMC/EOC for receipt and documentation for equipment.

The Contractor shall be responsible for fueling both the Contractor's provided generators AND County-owned generators on a daily basis or as identified by and directed by EMC/EOC staff unless otherwise directed by the County.

The County may provide the Contractor with the County's emergency fuel vendors.

The County will be responsible for payment of fuel for the re-fueling of County-owned generators unless otherwise directed by the County. The Contractor will be responsible for payment of fuel for the generators rented by the County.

The Contractor shall be responsible for providing required maintenance and repair to provided generators. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The Contractor must provide a certified electrician to connect all provided generators.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate (rental prices shall include all labor, equipment, parts and materials to connect and properly maintain the unity, in accordance with use, and provide any necessary repairs), per Appendix A of the Cost Proposal section, Emergency Power Generators **(Item C). The County will request a copy of the supplier's invoice with** all supporting documentation for the pay request.

TEMPORARY SATELLITE COMMUNICATION:
The Contractor shall provide temporary satellite communications equipment and "on-air" talk time to the County to facilitate emergency communications within the County and with outside agencies due to loss of communications capability as identified and directed by the County. An initial eight (8) phones are required.
The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate, per Appendix A of the Cost Proposal Section, Satellite Communications **(Item D).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES:

The Contractor shall provide essential self-contained temporary sanitary facilities and heavy-duty tents/canopies with portable evaporative coolers immediately following a disaster event as identified and directed by the County. The contractor shall also obtain a legal subcontractor to service units as may be needed.

- Comfort Station-10 stall units
- Comfort Station-26 ft .BT Unit
- Shower Units - 4 stall
- Shower Unit- 6 stall
- Shower Units -12 stall with 6 sinks
- Portable Laundry Facilities
- Heavy Duty Tents/Canopies with sides **(16' x 32')**
- Portable Evaporative Coolers for use with Heavy Duty Tents/Canopies

Waste products must be disposed at a legally operated disposal facility. Frequency of disposal will be determined by the County.

The County will reimburse the contractor as follows:
Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate, per Appendix A of the Cost Proposal section, Temporary Sanitary Facilities **(Item E).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

REEFER AND REFRIGERATOR CONTAINERS WITH INITIAL ICE DELIVERY:

Upon the request of the EMC/EOC, the Contractor shall provide a minimum of one (1) reefer trailer container, one (1) refrigerated container trailer immediately following a disaster event and one (1) refrigerated trailer truck shall be provided for **exclusive** use by the Morgue. A tracking system is required for trucks and trailers. Ice for the reefer trailer may be requested by the County.

The Morgue is located at 4381 W. Cardinal Drive, Beaumont, TX 77705. Contact is Helga Briscoe 409-924-1440.

Placement of trailers containers shall be as directed by the EMC/EOC.

The Contractor shall be responsible for fueling the Reefer and Refrigerator containers unless otherwise directed by the County. The County may **provide the Contractor with the County's emergency fuel vendor.**

The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for providing required maintenance and repair to equipment.

The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly, per Appendix A of the Cost Proposal section, Reefer and Refrigeration Containers w/Initial Ice Deliver **(Item F).** Contractor shall include cost for fueling, repairs, and maintenance in their cost proposal.

POTABLE WATER TRUCK AND EMERGENCY BOTTLED WATER:
Upon the request of the EMC/EOC, the Contractor shall provide potable water trucks and emergency bottled water immediately following a disaster event. Placement of water trucks and bottled water shall be as directed by the EMC/EOC Potable water trucks and up to ten (200-300 gallon) water troughs for livestock feeding and watering operations may be requested by the county.

The Contractor shall be responsible for providing potable water and maintaining supply of potable water until the County's potable water system is operational and safe to drink. The Contractor shall also be responsible for maintaining the water tank and appurtenances in a manner that will not allow the potable water to be contaminated. The cost for providing such maintenance and repairs shall be the responsibility of the Contractor.

In the event the equipment requires power to operate, the Contractor shall be responsible for providing and installing temporary generator power or supplies/materials to connect to building power. If the containers are powered by generator, the contractor shall be responsible for fueling generators as may be required unless otherwise directed by the County. The County may provide the Contractor with the County's emergency fuel vendors. The County will be responsible for payment of fuel for refueling generators.

The Contractor shall be responsible for furnishing pallets of emergency bottled water and sports drinks upon request by the County. The bottles shall be plastic and the size of container shall be no greater than 24 ounces but not less than 16 ounces.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water, per Appendix A of the Cost Proposal section, Potable Water Truck and Drinking Water **(Item G).** Contractor shall include the cost for fueling, refilling trucks, maintenance, and repairs in the cost proposal. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. The County can at any time request a copy of the supplier's invoice for the pay request.

MOBILE FLEET REPAIR FACILITIES, TECHNICIANS AND MECHANICS:

As directed by EMC/EOC, the Contractor shall provide all labor, facilities, equipment, transportation, labor, supervision and other incidentals required to provide temporary fleet maintenance services. This need would be in the event the County's Fleet Maintenance facility was rendered inoperable as a result of the disaster event and/or additional fleet repair assistance is needed.

The County will reimburse the contractor as follows:
Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly, per Appendix A of the Cost Proposal Section, Mobile Fleet Repair Facility **(Item H).** Contractor shall be compensated at a flat rate per hour for two different kinds of labor, skilled mechanic, and unskilled mechanic assistant. A flat rate per tire and a flat rate per battery. The County will compensate the Contractor for any additional materials/parts at a fixed percentage over their cost.

CANTEEN:

Jefferson County is currently under contract with a primary Canteen Services provider. However, Jefferson County may elect to have Mobile Canteen Services fulfilled by a secondary provider.

Should the Contractor (CATERER) under this RFP be elected to provide Mobile Canteen Services:

The Caterer shall recognize the vulnerability of Jefferson County citizens and their communities to damage, injury and loss of life and property resulting from Disasters. Such Disasters require 24/7 responses from emergency first responders. Government employees, various elected officials, state and federal representatives and other emergency management personnel. Providing meals to these individuals is mandatory in order for them to carry out their duties to the public effectively. The County wishes to make suitable arrangements for the provision of Meals to these individuals prior to actual need by entering into a "secondary provider" contractual agreement based on the terms in this RFP.

As directed by the EMC/EOC, the Caterer shall provide all labor, facilities, equipment, and staff required to provide a temporary mobile canteen for feeding County Employees, Mutual Aid Employees and small unincorporated communities in Jefferson County at remote locations in the County. Caterer shall provide meals, beverages, utensils, plastic bags for cleanup, other meal related supplies, meal catering services, staging of equipment, and clean up ("MEALS") for emergency workers in times of hurricanes and other natural or man-made disasters or emergencies ("DISASTERS").

Caterer will provide equipment, including fuel to operate its vehicles and for preparation equipment that is necessary for the provision of meal services for the same number of meals.

Caterer will employ, and provide on-site, sufficient staff to deliver its services and its MEALS in a timely and efficient manner.

Caterer must comply with current Health Ordinances.

The number of requested meals will be specified by the EMC/EOC. Meals to be prepared on site or delivered to one or more of the County's staging sites. The number of meals to be requested will be based on the nature and needs of the incident.

There will be 3 regular serving times per day.

- Breakfast: 7:00 AM daily
- Lunch: 12:00 Noon daily
- Dinner: 6:00 PM daily

Contractor shall comply with all health and safety codes in effect relating to the preparation and serving of MEALS and clean-up for as long as its services are required as a result of the Disaster.

Contractor shall respond to an activation request made by EMC/EOC and be prepared to serve the first MEALS **within twelve (12) hours** depending on the circumstances.

In the event of an approaching catastrophic hurricane (Category 4-5 on the Saffer-Simpson Scale), the EMC/EOC will strive to give Caterer thirty six (36) hours advanced notice of the need for Caterer's services. In addition Jefferson County will specify the number of days they anticipate MEALS will be required. Caterer will mobilize its equipment, report to the staging sites and serve the first MEALS within this time period.

Caterer understands that providing MEALS requires the staging of equipment at remote sites in the County

Caterer is solely responsible for ensuring for the proper and necessary set-up, relocation, maintenance, protection and removal of such equipment and to clean-up the staging sites upon request of the County.

Should any damage occur to any staging area as a result of such staging activities of Caterer, Caterer will be responsible for repair of such damage to its pre-damaged condition.

Caterer shall provide a means of accounting for all meals served. It shall be the Caterer's responsibility to obtain a signature or other form of ID (to be determined by EMC/EOC) for each meal that is served and billed to Jefferson County.

County (EMC/EOC) agrees to notify Caterer via telephone and in writing (fax or email) as far in advance of a disaster of its need for Caterer's service as is practicable depending on the type of Disaster so as to provide Caterer to properly and adequately respond to Jefferson County's requirements.

County (EMC/EOC) agrees to provide written notification of its need for extension of Caterer's services no less than 24 hours prior to termination of the initial specified period. Caterer will use its best efforts to accommodate this request and to continue to service County's requirements.

The County will reimburse the contractor as follows:

The County will compensate the Contractor based on flat fee per meal served for breakfast, lunch, dinner, including the condiments and drinks with a one-time mobilization cost for the mobile kitchen, per Appendix A of the Cost Proposal section, Canteen **(Item I)**.

Contractor should include the cost for labor/staffing the Canteen in the cost proposal. The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

Emergency Menu Minimum Standards-

BREAKFAST
EVERYDAY: BREAKFAST SANDWICH/BURRITO, BOTTLED WATER

LUNCH
EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

DINNER
EVERYDAY: WRAP/SANDWICH, BOTTLED WATER

TRAFFIC CONTROL AND SIGNAGE:

As directed by the EMC/EOC, the Contractor shall provide all labor, materials, equipment, transportation, and other incidentals required to provide temporary traffic control and signage. This scope of this service shall be to provide temporary stop signs and delineate any traffic hazards, as directed by the County. The following indicated the type of items to be provided. Quantities will be determined by the EMC/EOC:

- Safety Cade Type II Barricades with flashing lights
- DOT Black Base 36" traffic cones with two (2) each reflective bands
- Diamond Grade 8 gauge Aluminum 36" x 36" Stop signs
- Fourteen Gauge 2" x 2" x 1¼" square pre-drilled poles
- A-Frame stands for 36" signs

All equipment and materials proposed shall be in accordance with TXDOT regulations.
The Contractor shall be responsible for maintaining all equipment and the replacement of barricade batteries as needed. The County will reimburse the Contractor for the cost of replacement batteries.

The County will reimburse the contractor as follows:
The Contractor shall be compensated at a fixed percentage over their cost, per Appendix A of the Cost Proposal section, Temporary Signage and Traffic Control **(Item J)**. The County can at any time request a copy of the supplier's invoice for the pay request.

RIGHT-OF-WAY DEBRIS REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

* "Eligible" means qualifying for emergency funding under the Federal Emergency Management Agency "FEMA." Eligible debris is that which after its clean up and removal: 1) eliminates immediate threats to life, public health and safety; 2) eliminates threats of significant damage to improved public or private property; and 3) essential by its absence of ensuring economic recovery.

The EMC/EOC and Contractor will tentatively plan the number of passes/sweep* for debris pick up following a complete assessment of the volume of disaster generated debris.

* "Passes/Sweeps" refers to the number of times a Contractor passes through a community to collect all disaster related debris from the right-of-ways. This service is usually limited to three (3) passes through the community.

The County anticipates the potential locations of TDSRS (Temporary Debris Storage and Reduction Site) as follows:

Possible TDSRS Facilities:

Undeveloped Land
Owner: Jefferson County
Interstate 10 East at Major Drive
Size: 150 acres

Undeveloped Land
Owner: Jefferson County
Highway 365 & Jade Road
Size: 20 acres

Undeveloped Land
Owner:Jefferson County
Highway 73 and Big Hill Road
Size: 300 acres

Landfill sites:

Republic Services
5433 Labelle Road
Beaumont, TX 77705
409-242-4456

Republic Services
2601 Jenkins Road
Anahuac, TX 77514
409-267-6666

Waste Management
2175 West Cardinal Drive
Beaumont, TX 77701
409-842-0065

City of Beaumont Municipal Landfill
5895 Lafin
Beaumont, TX 77705
409-842-5686

City of Port Arthur Sanitary Landfill
4732 Hwy 73
Beaumont, TX 77705
409-736-1341

The County is requesting optional proposals for an incinerator curtain for processing vegetation and the final disposal of ash.

The services shall provide for the cost effective and efficient removal and lawful disposal of debris accumulated on all public, residential and commercial properties, streets, roads, and other rights-of-way, including any other locally owned facility or site as may be directed by the EMC/EOC. Services will only be performed when requested and as designated by the EMC/EOC.

This task shall consist of seven (7) types of debris:

- Clean Construction & Demolition (C&D);
- Clean Vegetation;
- Contaminated Construction & Demolition (mixed vegetation and C&D);
- White goods (i.e. refrigerators, stoves, and other appliances).
- Electronic Hazardous Waste (E-Waste) TVs, microwaves, computer monitors, etc.
- Eligible Animal Carcasses
- Abandoned Vehicle

Task services shall include:

Picking up debris from right-of-way and transporting debris to the TDSRS;
Reduction of debris at the TDSRS; and
Loading and transporting reduced debris to a lawful disposal site.
The County requests unit prices for the following services:

Cubic yard pricing for pick up and transporting right-of-way debris to the TDSRS;

Cubic yard pricing, which will be equal to the debris cubic yards transported to the TDSRS, for the reduction of the seven (7) types of debris;

Reduced debris cubic yard pricing for transporting processed clean vegetation and clean C&D to the disposal site directed and approved by the County.

Loading and disposal rates for contaminated C&D shall be the actual tonnage, as reported by the landfill.

Disposal location of contaminated C&D shall be at the direction of the County and will be delivered to either BFI landfill. In the above landfills is not accepting debris, the County will be requesting separate disposal mileage rates to transport to other Class I site. In the event Waste Management landfill will not accept debris, the alternate mile rates will be used should there be a lawful disposal site.

The contractor shall be responsible for transporting collected white goods to the County's recognized recycling vendor within Jefferson County.

The contractor will collect and remove vehicles that are severely damaged by the disaster event, and abandoned. The County will determine the vehicles to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing Contractor to remove and dispose of vehicle at appropriate site.

Price per pound for pick up and transporting eligible animal carcasses to an approved disposal site/facility per Jefferson County Livestock Officer and Jefferson County Public Health Department.

The County will reimburse the Contractor as follows:
One unit price for pick up and final disposal for each item at the County's Recycling Center.

One unit price for pick up and final disposal for each item at a County recognized recycling vendor within Jefferson County

One unit price for pick up and transportation to TDSRS for each item. The County will pick up units and determine final disposal.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

In some instances, the volume processed in a final sweep does not justify the utilization of a TDSRS. Therefore, the County is requesting separate unit prices for pick-up of right-of-way debris and transporting directly to a lawful landfill as directed by the County.

The County will be requesting alternate pricing for the pickup, transportation, and disposal of household hazardous waste.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K).**

RIGHT-OF-ENTRY DEBRIS REMOVAL (If implemented by the EMC/EOC):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete and deliver the timely removal and lawful disposal of all eligible* disaster-generated debris, including hazardous and industrial waste materials, as directed by the County.

The Contractor will exercise due diligence in removing ROE debris from private property, as authorized and directed by the County. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal commences, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services.

The County will secure all necessary permissions, waivers and Right-of–Entry Agreements from real property owners required for the lawful removal of debris from real properties.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The loading, hauling of ROE debris, processing of ROE debris and final disposal shall be conducted under the Right-of-Way management requirements and proposal schedule.

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Right of Way (ROW) Debris Management and Right of Entry (ROE) Debris Management **(Item K).**

TREE, TREE STUMP, AND TREE LIMB REMOVAL:

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above service, as directed by the EMC/EOC.

The Contractor shall remove and transport eligible tree, tree stumps and tree limbs, as directed by the County, to the TDSRS for reduction and disposal.

The EMC/EOC will authorize the Contractor to provide these services as they may be required. The Contractor shall be responsible for photographing and documenting tree location on a Contractor provided log form.

The Contractor shall measure the tree/stump 4.5' (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are eligible for **extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter measured at breast height.** Tree and stump shall be removed in an efficient and safe manner.

As directed by the EMC/EOC, the Contractor shall cut and remove hanging or broken limbs.

Once the tree/tree stump or limbs are removed and/or cut into manageable portions, the tree debris shall be removed and transported to the TDSRS for processing.

The loading, hauling of tree debris, processing of tree debris and final disposal shall be conducted under the Right-of-Way debris management requirements and proposal schedule.

The County will not compensate for those stumps and limbs that are detached in the ROW and are capable of being loaded with the standard debris removal equipment.
If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Tree limb removal to be reimbursed based on the unit rates proposed in Appendix A of the Cost Proposal section, Trees, Tree Stump, and Tree Limb Removal **(Item L).** The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.

DEMOLITION OF STRUCTURES (If implemented by the County):

The Contractor shall be responsible to provide all expertise, personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control and all other incidental costs and facilities of any nature to execute, complete the above services, as directed by the County.

As directed by the County, the Contractor shall demolish unsafe privately-owned structures, which have been determined by the County to be a threat to the health and safety of the public, leave debris on private property and barricade the property. Contractor also agrees to make reasonable efforts to save from destruction items that the property owners wish to save (i.e. trees, small buildings, etc.). Contractor will exercise caution when working around public utilities (i.e. gas, water, electric, etc.). Every effort will be made to locate these utilities, but the County does not warrant that all utilities will be located before debris removal begins, nor does Contractor warranty that utility damages will not occur as a result of properly conducted services. Debris generated from the demolition will be placed on the right-of-way and collected as part of the ROW debris management program.

The County will secure all necessary permissions, waivers and Right-of-Entry Agreements from real property owners required for the lawful removal of debris from real properties.

As directed by the County, the Contractor shall demolish County owned structures, load and transport debris to a legal landfill.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the County at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the Contractor as follows:

The County will compensate the Contractor based on Appendix A of the Cost Proposal section, Demolition of Structures **(Item M).**

EMERGENCY TEMPORARY DRY-IN OF FACILITIES:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, material, signage, traffic control and other incidentals required to provide emergency temporary dry-in of facilities. These tasks may include services for roofs, overhead doors, doors and windows.

The contractor shall be licensed in the State of Texas for performing the services.

The basic scope for the evident services are as follows:

Roofing:

- Remove existing roofing material, inclusive of roof covering, tar paper, and nails and screws.

- Disposal of existing roofing and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Dry-in and secure a temporary roofing system, as approved by the County.

Overhead Doors:

- Remove existing overhead door.
- Disposal of existing doors and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening by constructing plywood doors, which may be easily utilized as may be needed until permanently repaired by others.

Windows:

- Remove unsafe glass and materials from window opening.
- Disposal of existing windows and other materials shall include the loading and transportation of materials at the designated TDSRS site.
- Contractor may secure the opening utilizing plywood and securely affixing to structure.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item N).** The County can at **any time request a copy of the supplier's invoice for the pay request.**

TEMPORARY SECURITY PERSONNEL:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary and qualified security personnel to oversee the security of designated facilities.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Cost Proposal Equipment/Labor Rate Schedule **(Item O). The County will request a copy of the supplier's invoice with all supporting documentation for the pay request.**

TEMPORARY LIGHTING:

As directed by the County, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary lighting at designated facilities.

The Contractor shall be responsible for visually inspecting lighting units to ensure proper operation. The Contractor will be responsible for the changing out of defective or burned-out lamps at no cost to the County.

The Contractor shall be responsible for providing temporary generator power or supplies/materials to connect to building power. If the lighting systems are powered by generator, the contractor shall be responsible for fueling generators as may be required unless otherwise directed by the County. The County may **provide the Contractor with the County's emergency** fuel vendors; the County will be responsible for payment of fuel for refueling generators.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

County will compensate the Contractor as follows:

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item P).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

TEMPORARY PORTABLE FUELING SITES AND DISPENSING:

As directed by the EMC/EOC, the Contractor shall provide all labor, equipment, transportation and other incidentals required to provide temporary fueling sites and dispensing equipment at designated facilities.

The equipment proposed must be stabilized and properly secured units in the event another hurricane should make landfall that may affect the fueling facility.

The equipment shall have the capability of dispensing unleaded, off road diesel and on road diesel. The units shall be double contained.

The Contractor shall be responsible for furnishing and maintaining electrical supply resources for operation of equipment.

The Contractor shall be responsible for fuel deliveries unless otherwise specified by the County.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:
Contractor shall be compensated at a fixed percentage over their cost. Labor for fueling services and maintenance/repairs of equipment shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item Q).** Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS:

As directed by the County, the Contractor shall provide all equipment, transportation, operators when requested and other incidentals required to provide rental of various equipment. This request shall include rear loading refuse trucks. This task will be reimbursed per the proposed hourly/rental rate schedule. If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.
The County will reimburse the contractor as follows:
Specified Equipment – County will compensate the Contractor based on Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).**

Unspecified Equipment – County will compensate the Contractor at a fixed percentage over their cost, per Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).**

TEMPORARY FENCING:

As directed by the County, the Contractor shall provide all labor, equipment, material transportation and other incidentals required to provide temporary fencing at designated facilities and areas.

If required, the Contractor shall be capable of executing services for this task of the scope of service within the first ninety-six (+/-) hours after disaster event.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed percentage over their cost. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item S).**

OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor will remove and dispose of debris accumulated in the beaches of the County, and will collect, screen for debris removal, and re-deposit sand on the beach that has accumulated in adjacent areas up to 2500 feet from the original land

edge of the beach. Locations will be designated by the County's authorized representative. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will remove debris resulting from the event from the drainage and navigation canals and adjacent banks, as directed by the County. Debris to be removed will be vegetative and/or construction and demolition debris affecting the canals. The Contractor will also haul process and dispose of the collected debris, as well as restore, re-grade, and/or reseed the canal banks and slopes, as directed by the County. Contractor shall be compensated at a fixed percentage over their cost.

Contractor will collect and remove boats that are severely damaged by the disaster event, and abandoned in or on the canals, marinas, and beaches of the County. Contractor will dispose of hazardous materials in accordance with applicable regulations, demolish and transport to a suitable location for final disposal. The County will determine the vessels to be removed, will establish that they have been legally abandoned by their owners, and will take other necessary steps as required by law before directing the Contractor to remove and dispose of the vessel.

The Contractor is otherwise responsible for compliance with all regulations and requirements applicable to the removal and disposal process.

The County will reimburse the contractor as follows:

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item T).**

CLEANING OF STORM DRAINS

Storm Drain Cleaning will be itemized by round culverts or box culvert. Work shall consist of all labor, equipment, fuel and other associated costs necessary to clean subsurface drainage structures of silt and debris to establish normal flow. Eligible silt and debris removed from drainage structures will be transported to a designated final disposal site (designated by EMC/EOC) in accordance with all federal, state, and local rules and regulations.

The County will reimburse the contractor as follows:

Contractor shall at cost per linear foot or a unit price. Labor for services shall be compensated based on Appendix A (Item A). Cost Proposal Equipment/Labor Rate Schedule **(Item U).**

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1.

6.4 LAWS AND REGULATIONS

The Emergency Disaster Assistance Recovery Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 61 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 61 of these specifications**, that is provided by a Proposer may be determined as non-**responsive, and may result in the proposal's disqualification.**

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions may not be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

All correspondence relating to this RFP, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this RFP shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

This is the expected amount your firm would be compensated for services provided to the County. The County will consider hourly rates, retainer amounts, flat fees or other methods. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

PROPOSER: INSERT ALL ADDENDA BEHIND THIS PAGE.
PLEASE BE SURE TO COMPLETE, SIGN, ATTEST, AND DATE EACH ADDENDUM.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFP

RFP NUMBER: RFP 25-063/CG

RFP TITLE: Emergency Disaster Assistance Recovery for Jefferson County

RFP DUE BY: 11: 00 am, CST, Wednesday January 14, 2026

ADDENDUM NO.: 1

ISSUED (DATE): December 16, 2025

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission.** If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Vendor Questions

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Caley Lowe
Witness Caley Lowe

Witness Christa Vostrejs

Approved by ____ Date: _____

Authorized Signature (Respondent)

Vice President, Treasurer, Secretary
Title of Person Signing Above

Kristy Fuentes
Typed Name of Business or Individual

6702 Broadway Street, Galveston, TX 77554
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

Addendum to RFP

RFP NUMBER: RFP 25-063/CG

RFP TITLE: Emergency Disaster Assistance Recovery for Jefferson County

RFP DUE BY: 11:00 am, CST, Wednesday, January 14, 2026

ADDENDUM NO.: 2

ISSUED (DATE): January 9, 2026

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission.** If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Proposal Opening Location Change

Proposals will be publicly opened and the firm name read aloud in the Jefferson County Purchasing Department (1st Floor, Historic Courthouse) located at 1149 Pearl Street, Beaumont, Texas 77701 at the Proposal due by date and time specified above.

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness Jessica Gillette

Witness Christian Canal

Approved by ____ Date: _____

Authorized Signature (Respondent)

Vice President, Treasurer, Secretary
Title of Person Signing Above

Kristy Fuentes
Typed Name of Business or Individual

6702 Broadway Street, Galveston, TX 77554
Address

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

1. **Question:** What is Jefferson Counties preferred method of reduction?
   Answer: The preferred method of reduction varies depending on debris type.

2. **Question:** Has Jefferson County put this bid out before? If so, who was the contractor, and could we receive a copy of the bid tabulations and pricing sheet?
   Answer: Yes. Contractor is DRC Emergency Services, LLC. See Attachment A for the tabulation and Attachment B for the price sheet for the current contract.

3. **Question:** Have any of the previous contractors ever been activated?
   Answer: Yes

4. **Question:** The County's RFP states that Proposers shall be evaluated by their Qualifications and Implementation Plan. However, Section 4.2 Organization of Proposal Contents is unclear as to where in their proposals Proposers should include their Statements of Qualification and Implementation Plans. Will the County please identify where in the proposal it would like Proposers to include their Statements of Qualification and Implementation Plan?
   Answer: You can place the Statements of Qualification and Implementation Plan anywhere you see fit within your proposal.

5. **Question:** If the minimum terms are weekly, does Jefferson County wish for the Contractor to provide per-day costs in Appendix A?
   Answer: While the specific terms you are referencing are unclear in the question, please note that some sections request that 'Any Equipment should be leased at the minimum allowable term, preferably weekly'. This will vary according to item. Please provide daily rates where specified.

6. **Question:** Page 46, Temporary Sanitary Facilities/Portable Housing Facilities: Are substitutions for the following items allowed, and if so, how does Jefferson County want those substitutions to be represented?
   a. Comfort Station 26 ft BT Unit
   b. Shower Units – 12 stall with 6 sinks with 8-stall units with sinks
   c. Portable Evaporative Coolers with HVAC Units

   Answer: Yes, substitutions are permitted. Please note the item being substituted on cost proposal (Appendix A)

7. **Question:** Page 48 Mobile Fleet Repair: To provide flat rates for batteries and tires, please provide a list of equipment or types of equipment in your fleet.
   Answer: There is not a list of equipment available. You can list a flat rate price, attach a price sheet for tires and batteries or you may list a price of average item and note that price will vary.

JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593
FAX: (409) 835-8456

8. **Question:** Page 57, 6.3.A.: Could you please provide the description of services that may be utilized under this RFP referenced?
   Answer: **Emergency Disaster Assistance Recovery Services**

COST PROPOSAL FORM: APPENDIX A

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

The Offeror must utilize this form in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. **Any re-worked/revised version of Appendix A that is intended to be a substitute for Appendix A, that is provided by a Offeror may be determined as non-responsive, and may result in the proposal's disqualification.** Cost will be a factor in the County's evaluation and award process.

A. EQUIPMENT/LABOR

The Equipment with Operator/Labor description is general and may apply to several of the above specified tasks. Task specific equipment with operator needs shall be specifically stated with the proposal schedule for that task.

The proposed rates shall be inclusive of all maintenance, repairs, operational cost, and other incidental cost(s) that may be required to perform services.

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.1	210 Prentice Loader	$_____	$_____	$_____
A.2	Self-Loading Prentice Truck 25 to yard dump body	$_____	$_____	$_____
A.3	Wheel Loader 2 ½ to 3 yard bucket	$_____	$_____	$_____
A.4	Wheel Loader 3 to 5 yard bucket	$_____	$_____	$_____
A.5	Tandem Dump Truck 16 to 20 yards	$_____	$_____	$_____
A.6	Mini Loader/Bobcat	$_____	$_____	$_____
A.7	Dozer/Cat D6 or equivalent	$_____	$_____	$_____
A.8	Excavator with debris loading grapple/Cat 325 or equivalent	$_____	$_____	$_____
A.9	Chainsaw with operator	$_____	$_____	$_____
A.10	Laborers	$_____	$_____	$_____
A.11	Four men crew with transportation	$_____	$_____	$_____
A.12	Three men crew with transportation	$_____	$_____	$_____
A.13	Two men crew with transportation	$_____	$_____	$_____
A.14	Supervisor with transportation	$_____	$_____	$_____
A.15	Safety Manager with transportation	$_____	$_____	$_____
A.16	Flagger for traffic control	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

A. EQUIPMENT/LABOR *(Continued)*

Item	Equipment/Labor Description	Hourly	Weekly	Hourly OT
A.17	Trash Transfer Trailers – 100 yard with Tractor	$_____	$_____	$_____
A.18	Trash Transfer Trailer _____ yard with Tractor	$_____	$_____	$_____
A.19	Trash Transfer Trailer _____ yard with Tractor	$_____	$_____	$_____
A.20	Equipment Transports	$_____	$_____	$_____
A.21	Other Equipment:	$_____	$_____	$_____
A.22	Other Equipment:	$_____	$_____	$_____
A.23	Other Equipment:	$_____	$_____	$_____
A.24	Other Equipment:	$_____	$_____	$_____
A.25	Other Labor:	$_____	$_____	$_____
A.26	Other Labor:	$_____	$_____	$_____
A.27	Other Labor:	$_____	$_____	$_____
A.28	Other Labor:	$_____	$_____	$_____
A.29	Other Labor:	$_____	$_____	$_____
A.30	Other Labor:	$_____	$_____	$_____

EQUIPMENT RENTAL ONLY – NO OPERATORS

Item	Description	Hourly	Weekly	Hourly OT
A.31	Refuse Trucks, Rear-Loading	$_____	$_____	$_____
A.32	Miscellaneous Unspecified Construction Equipment	$_____	$_____	$_____

B. EMERGENCY ROAD CLEARANCE

Contractor shall provide all labor, materials, equipment, tools, traffic control, signage and any other incidental items to accomplish the cutting, tossing, and/or pushing of debris from the primary transportation routes as identified by and directed by the County.

Disposal of resulting debris shall be disposed of in accordance with the ROW Debris Management Program.

County will compensate the Contractor based on Appendix A, Cost Proposal Equipment/Labor Rate Schedule

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS

NOTE: The following schedule relates to furnishing emergency power generators. The generators have been classified as "essential" and "as needed". **The "essential" generators must be delivered within twenty-four (24) hours following a disaster event. In the event the County gives a thirty six (36) hour advanced notice of the "need for services", the equipment shall be delivered prior to landfall. Other specified generators shall be requested on an "as-needed" basis. In some instances, the "essential" generators may not be necessary, which may result in the County returning them to the contractor.**

The below rental prices shall include all labor, equipment, tools, parts and materials and any other incidental items needed to deliver, install, connect, and maintain the generator unit in accordance with use and provide any necessary repairs. The EMC/EOC will advise the type of use for each generator. The type of use shall be classified as: 1) 24 hours per day; and 2) 7 days per week, and 3) 30 days per month **The Contractor must provide a certified electrician to connect all provided generators.**

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.1	Jefferson County Courthouse 1149 Pearl Street Beaumont, TX 77701	As Needed 1250 KW	$_____	$_____	$_____	$_____
C.2	Jefferson County Subcourthouse 525 Lakeshore Drive Port Arthur, TX 77642	As-Needed 141 KW minimum	$_____	$_____	$_____	$_____
C.3	Jefferson County Correctional Facility 5030 Highway 69 South Beaumont, TX 77705	Essential 129 KW minimum	$_____	$_____	$_____	$_____
C.4	Minnie Rogers Juvenile Justice Ctr. 5326 Highway 69 South Beaumont, TX 77705	As-Needed 336 KW	$_____	$_____	$_____	$_____
C.5	Jefferson County Service Center 7789 Viterbo Rd. Beaumont, TX 77705	Essential 45 KW	$_____	$_____	$_____	$_____
C.6	Precinct #1 Service Center 20205 West Highway 90 China, TX 77613	As-Needed 80 KW minimum	$_____	$_____	$_____	$_____
C.7	Precinct #2 Service Center 7759 Viterbo Road Beaumont, TX 77705	As-Needed 45 KW minimum	$_____	$_____	$_____	$_____
C.8	Precinct #3 Service Center 5700 Jade Avenue Port Arthur, TX 77640	As-Needed 17 KW minimum	$_____	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.9	Precinct #4 Service Center 7790 Boyt Road Beaumont, TX 77713	As-Needed 80 KW minimum	$_____	$_____	$_____	$_____
C.10	Jack Brooks Regional Airport– *Jerry Ware Terminal* 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	$_____	$_____	$_____	$_____
C.11	Jack Brooks Regional Airport– *Runway Lighting* 4875 Parker Drive Beaumont, TX 77705	As-Needed 150 KW minimum	$_____	$_____	$_____	$_____
C.12	Jack Brooks Regional Airport- *Main Terminal (Airport Maintenance)* 4875 Parker Drive Beaumont, TX 77705	As-Needed 100 KW minimum	$_____	$_____	$_____	$_____
C.13	Jack Brooks Regional Airport – *Main Terminal (All Other)* 4875 Parker Drive Beaumont, TX 77705	As-Needed 600 KW minimum	$_____	$_____	$_____	$_____
C.14	Mosquito Control 8905 First Street Beaumont, TX 77705	As-Needed 45 KW minimum	$_____	$_____	$_____	$_____
C.15	Ford Park – Arena 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	$_____	$_____	$_____	$_____
C.16	Ford Park – HVAC Plant 5115 IH 10 South Beaumont, TX 77705	Essential 1180 KW minimum	$_____	$_____	$_____	$_____
C.17	Health & Welfare - Unit 1 1295 Pearl Street Beaumont, TX 77701	As Needed 50 KW minimum	$_____	$_____	$_____	$_____
C.18	Health & Welfare - Unit 2 246 Dallas Avenue Port Arthur, TX 77640	Essential 80 KW minimum	$_____	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

C. EMERGENCY POWER GENERATORS *(Continued)*

Item	Building/Location	Essential or As-Needed/ KW	Mobilization Cost Per Unit	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
C.19	Annex I 1225 Pearl Street Beaumont, TX 77701	As Needed 175 KW minimum	$_____	$_____	$_____	$_____

D. TEMPORARY SATELLITE COMMUNICATION

Contractor shall be compensated at a flat rate for regular phones, and a term for daily, weekly or monthly for satellite phones with a per usage rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Rate Per Usage	Unit Price Per Day	Unit Price Per Week	Unit Price Per Month
D.1	Rental of Equipment-Must identify carrier, model of phones and provider. Must have 24/7 service providing the capability of calling nationwide from Texas – no additional roaming or long distance charges	$_____	$_____	$_____	$_____

E. TEMPORARY SANITARY FACILITIES/PORTABLE HOUSING FACILITIES

Contractor shall be compensated on a per-unit cost for a daily, weekly, or monthly period rate. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
E.1	Comfort Station-10 stall units	$_____	$_____	$_____	$_____
E.2	Comfort Station-26 ft BT Unit	$_____	$_____	$_____	$_____
E.3	Shower Units – 4 stall	$_____	$_____	$_____	$_____
E.4	Shower Units 6 stall	$_____	$_____	$_____	$_____
E.5	Shower Units – 12 stall with 6 sinks	$_____	$_____	$_____	$_____
E.6	Portable Laundry Facilities	$_____	$_____	$_____	$_____
E.7	Hand Washing Station	$_____	$_____	$_____	$_____
E.8	Heavy Duty Tents/Canopies with sides (16' x 32')	$_____	$_____	$_____	$_____
E.9	Portable Evaporative Coolers for use with E.8	$_____	$_____	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

F. REEFER & REFRIGERATION CONTAINERS WITH ICE DELIVERY

Contractor shall be compensated at a flat rate for daily, weekly or monthly usage with a one-time mobilization cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly. Contractor shall include cost for fueling, repairs, and maintenance in the cost proposal below.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
F.1	Equipment Rental	$_____	$_____	$_____	$_____
F.2	Equipment Rental for Morgue	$_____	$_____	$_____	$_____
Item	**Description**	**Flat Rate Per Ten Pound Bag with No Mobilization Fee**			
F.3	Ice Delivery	$_____			

G. POTABLE WATER TRUCK, EMERGENCY BOTTLED WATER AND SPORTS DRINKS

Contractor shall be compensated at a flat rate per unit case of 16-24 ounce bottled water. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall include cost for labor, fueling, refilling trucks, maintenance, and repairs in the cost proposal below.

Item	Description	Price Per Unit Case. Include number of ounces per bottle, number of bottles per case and number of cases per pallet.		
G.1	Bottled Water	$_____		
G.2	Sports Drinks	$_____		
Item	**Description**	**Unit Cost Per Day**	**Unit Cost Per Week**	**Unit Cost Per Month**
G.3	Equipment Rental	$_____	$_____	$_____

H. MOBILE FLEET REPAIR FACILITIES, TECHNICIANS, AND MECHANICS

Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly. Contractor shall be compensated a flat rate per hour for two different kinds of labor (skilled mechanic, unskilled mechanic assistant); flat rate per tire; and flat rate per battery. The County will compensate the contractor for any additional materials/parts at a fixed percentage over their cost.

Item	Description	One Time Mobilization Fee	Unit Cost Per Day	Unit Cost Per Week	Unit Cost Per Month
H.1	Equipment Rental	$_____	$_____	$_____	$_____
Item	**Description**	**Flat Rate Per Unit**			
H.2	Unit Price Per Tire	$_____			

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

Item	Description	Flat Rate Per Unit
H.3	Unit Price Per Battery	$_____
Item	**Description**	**Fixed Percentage Over Contractor's Cost**
H.4	Materials/Parts (i.e., supplies, oil, repair materials)	_____%
Item	**Description**	**Hourly Rate**
H.5	Skilled Mechanic Hourly Rate	$_____
H.6	Unskilled Mechanic Assistant	$_____

I. CANTEEN

The Contractor shall be compensated at based on a flat fee per meal served for breakfast, lunch, dinner. Contractor shall include cost of beverages, plastic bags for cleanup, other meal related supplies, meal catering services (labor/staffing), staging of equipment, and cleanup in the cost proposal below.

Item	Description	Price Per Meal/ per person
I.1	Breakfast	$_____
I.2	Lunch	$_____
I.3	Dinner	$_____

J. TRAFFIC CONTROL AND SIGNAGE

The Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably monthly.

Item	Description	Fixed Percentage Over Contractor's Cost
J.1	Equipment Rental	_____%
J.2	Equipment Purchased by County	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL

Contractor shall be compensated for Right of Way (ROW) and Right of Entry (ROE) services based on the schedule below.

As required, the County and the awarded Contractor will negotiate the landfill disposal fees with the landfill representative on a case by case basis.

Disposal/Tipping Fees: Any disposal fees or landfill tipping fees will be passed through to the County without additional markup. Contractor will invoice the county at actual cost. The County will not compensate an administrative fee or percentage over and above actual landfill fees.

VEGETATIVE DEBRIS			
Item	**Description**	**UOM**	**Unit Price**
K.1	Pick up vegetative debris from curbside and haul to a TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.2	Pick up vegetative debris from curbside and haul to a TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.3	Pick up vegetative debris from ROE personal property and haul to TDSRS within five (5) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.4	Pick up vegetative debris from ROE personal property and haul to TDSRS within ten (10) miles of pick-up site (based on incoming yardage)	Cubic yard	$_____
K.5	Pick up vegetative debris from ROE personal property and haul to TDSRS in excess of ten (10) miles from pick-up site but within Jefferson County (based on incoming yardage)	Cubic yard	$_____
K.6	Reduction by mulching and site management (based on incoming yardage)	Cubic yard	$_____
K.7	Loading and transporting Mulch to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	$_____
K.8	Loading and Transporting Mulch to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/per mile	$_____
K.9	**ALTERNATE:** Reduction by incineration and site management (based on incoming yardage)	Cubic yard	$_____
K.10	**ALTERNATE: Loading and** Transporting Ash to final disposal site within Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

VEGETATIVE DEBRIS			
Item	**Description**	**UOM**	**Unit Price**
K.11	**ALTERNATE:** Loading and Transporting Ash to final disposal site outside Jefferson County (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$_____
K.12	Pick up vegetative debris from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____
K.13	Pick up vegetative debris from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.14	Pick up clean C&D from curbside and haul within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.15	Pick up clean C&D from curbside and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.16	Pick up clean C&D from curbside and haul in excess of ten (10) miles of approved disposal site but within Jefferson County (based on incoming yardage)	Cubic yard	$_____
K.17	Pick up clean C&D from ROE personal property and haul to within five (5) miles approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.18	Pick up clean C&D from ROE personal property and haul within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.19	Pick up clean C&D from ROE personal property and haul in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.20	Reduction of clean C&D by compaction and site management (based on incoming yardage)	Cubic yard	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CLEAN CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.21	Loading and Transporting compacted clean C&D to final disposal site within Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard	$_____
K.22	Loading and Transporting compacted clean C&D to final disposal site outside Jefferson county (based on reduced material outgoing for final disposal)	Cubic yard/ per mile	$_____
K.23	Pick up clean C&D from curbside and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____
K.24	Pick up clean C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (based on picked up yardage)	Cubic yard	$_____

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.25	Pick up contaminated C&D from curbside and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.26	Pick up contaminated C&D from curbside and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.27	Pick up contaminated C&D from curbside and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.28	Pick up contaminated C&D from ROE personal property and haul to TDSRS within five (5) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____
K.29	Pick up contaminated C&D from ROE personal property and haul to TDSRS within ten (10) miles of approved disposal site (based on incoming yardage)	Cubic yard	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

CONTAMINATED CONSTRUCTION AND DEMOLITION DEBRIS (C&D)			
Item	**Description**	**UOM**	**Unit Price**
K.30	Pick up contaminated C&D from ROE personal property and haul to TDSRS in excess of ten (10) miles of approved disposal site (based on incoming yardage), but within Jefferson County (based on incoming yardage)	Cubic yard	$_____
K.31	Reduction of contaminated C&D by compaction and site management (based on incoming yardage)	Cubic yard	$_____
K.32	Loading and Transporting compacted contaminated C&D to final disposal site within Jefferson county (Tonnage based on individual weight tickets from disposal site)	Ton	$_____
K.33	Loading and Transporting compacted contaminated C&D to final disposal site outside Jefferson county (Tonnage based on individual weight tickets from disposal site)	Per Ton/ per mile	$_____
K.34	Pick up contaminated C&D from curbside and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	$_____
K.35	Pick up contaminated C&D from ROE personal property and transport directly to an approved Jefferson county disposal site. (Tonnage based on individual weight tickets from disposal site)	Ton	$_____

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELECTRONIC HAZARDOUS WASTE (E-WASTE)			
Item	**Description**	**UOM**	**Unit Price**
K.36	Pick up of (E-Waste) and transportation to a recognized recycling vendor. **Offerors shall provide their program method and pricing structure for E- waste.**	Each	$_____

*** **Offerors shall provide their program method and pricing structure for hazardous household waste. including TVs and other electronics.**

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

K. RIGHT OF WAY (ROW) DEBRIS REMOVAL AND RIGHT OF ENTRY (ROE) DEBRIS REMOVAL *(Continued)*

ELIGIBLE WHITE GOODS			
Item	**Description**	**UOM**	**Unit Price**
K.37	Pick up of refrigerators and freezers requiring refrigerant recovery and decontamination to designated disposal site.	Each	$_____
K38	Pick up of washers, dryers, stoves, ovens, AC units, and hot water heaters to designated disposal site.	Each	$_____

ABANDONED VEHICLES			
Item	**Description**	**UOM**	**Unit Price**
K.39	Pick up of abandoned vehicles to designated site, one-way haul	Each	$_____

ELIGIBLE ANIMAL CARCASSES			
Item	**Description**	**UOM**	**Unit Price**
K.40	Recovery and disposal of animal carcasses	Pound	$_____

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

The Contractor shall measure the tree/stump 4.5" (feet) above ground level or diameter at breast height.

Tree removal should involve a flush cut of the tree and not the complete extraction of the stump. Stumps are **eligible for extraction and removal if they are over 24" (inches) in diameter measured at 2' (feet) above the ground. Tree removal can be completed by flush cut if the tree is greater than 6" (inches) in diameter** measured at breast height. Tree and stump shall be removed in an efficient and safe manner.

TREE AND STUMP REMOVAL			
Item	**Description**	**Stump Unit Price**	**Tree Unit Price**
L.1	24" diameter and greater, but less than 48" diameter	$_____	$_____
L.2	Equal to or greater than 48"	$_____	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREE, TREE STUMP, AND TREE LIMB REMOVAL (*Continued*)

DEMOLITION, COLLECTION AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.3	Demolition, Collection and Disposal Rate (Per Specifications)	Per cubic yard	$_____
HAZARDOUS STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.4	24-36 inches	Per stump	$_____
L.5	36-48 inches	Per stump	$_____
L.6	Greater than 48 inches	Per stump	$_____
STUMP REMOVAL, COLLECTION, GRIND, HAUL-OUT AND DISPOSAL RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.7	Stump Removal, Collection, Grind, Haul-out and Disposal Rate (Per Specifications)	Per cubic yard	$_____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.8	Sand Collection (Public Property) and Screening Rate (Per Specifications)	Per cubic yard	$_____
SAND COLLECTION (PRIVATE PROPERTY) AND SCREENING RATE (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.9	Sand Collection (Private Property) and Screening Rate (Per Specifications)	Per cubic yard	$_____
BACKFILL (PER SPECIFICATIONS)			
Item	**Description**	**UOM**	**Unit Price**
L.10	Backfill per specifications	Per cubic yard	$_____

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

L. TREES, TREE STUMP, AND TREE LIMB REMOVAL *(Continued)*

LEANING TREES/HANGING LIMBS			
Item	**Description**	**UOM**	**Unit Price**
L.11	Removal of hazardous hanging limbs greater than 2 inches	Per tree	$_____
L.12	Removal of hazardous standing trees 6"-12" in diameter	Per tree	$_____
L.13	Removal of hazardous standing trees 13"-24" in diameter	Per tree	$_____
L.14	Removal of hazardous standing trees 25"-36" in diameter	Per tree	$_____
L.15	Removal of hazardous standing trees 37" or larger in diameter	Per tree	$_____

M. DEMOLITION OF STRUCTURES (if implemented by EMC/EOC):

Contractor shall be compensated based on the schedule below. Contractor shall include the cost of personnel, tools, materials, equipment, fuel, transportation, supervision, signage, traffic control, and all other incidental costs and facilities of any nature to execute and complete these services in the cost schedule below.

Contractor shall be compensated based on the schedule below. Disposal/Tipping fees shall be included in the unit rates proposed for services.

Item	Description	UOM	Unit Price
M.1	Single Story-Frame Structure, Demolish and secure site only	Sq. Ft.	$_____
M.2	Two Story-Frame Structure, Demolish and secure site only	Sq. Ft.	$_____
M.3	Single Story-Block Structure, Demolish and secure site only	Sq. Ft.	$_____
M.4	Two Story-Block Structure, Demolish and secure site only	Sq. Ft.	$_____
M.5	Additional Stories – Block Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	$_____
M.6	Additional Stories – Frame Structure – 3 stories and above, Demolish only and secure site	Sq. Ft.	$_____

N. EMERGENCY TEMPORARY DRY-IN OF FACILITIES

The Contractor shall be compensated at a fixed percentage over their cost. Labor for performing services shall be compensated based on Appendix A (Item A).

Item	Description	Fixed Percentage Over Contractor's Cost
N.1	Non-specified Equipment Rental	_____%
N.2	Materials (i.e. plywood, hardware materials)	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

O. TEMPORARY SECURITY PERSONNEL

The Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
O.1	Equipped Security Staffing w/transportation.	_____%

P. TEMPORARY LIGHTING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
P.1	Equipment Rental	_____%

Q. TEMPORARY PORTABLE FUELING SITES AND DISPENSING

Contractor shall be compensated at a fixed percentage over their cost. Equipment shall be leased by Contractor for the minimal allowed term, preferably weekly.

Item	Description	Fixed Percentage Over Contractor's Cost
Q.1	Equipment Rental	_____%

R. RENTAL OF VARIOUS EQUIPMENT WITH AND WITHOUT OPERATORS

Contractor shall be compensated in accordance with Appendix A. Cost Proposal Equipment/Labor Rate Schedule **(Item A).** Contractor shall identify/specify miscellaneous equipment on the schedule **(Item A)**, as well as include cost proposals.

S. TEMPORARY FENCING

Contractor shall be compensated at a fixed percentage over their cost.

Item	Description	Fixed Percentage Over Contractor's Cost
S.1	Fencing Materials	_____%

(Continued on Next Page)

Appendix A. Cost Proposal (Continued)

T. OTHER DISASTER RELATED SERVICES: WATERWAY DEBRIS REMOVAL

Contractor shall be compensated at a fixed price per cubic yard based on mileage for one-way haul.

Item	Description	Per cubic yard for a one way haul of 1-15 miles	Per cubic yard for a one way haul of 15-30 miles	Per cubic yard for a one way haul of 31-40 miles
T.1	Cleaning and Restoration of Beaches: Removal and screening of debris laden sand. Sand will be removed and screened at a temporary facility and stockpiled at a debris management site and clean sand returned and placed on beach.	$_____	$_____	$_____
T.2	Debris removal and restoration of canals	$_____	$_____	$_____
Item	**Description**	**Per vessel for a one way haul of 1-15 miles**	**Per vessel for a one way haul of 15-30 miles**	**Per cubic for a one way haul of 31-40 miles**
T.3	Boat removal (vessels less than or equal to 20 linear feet)	$_____	$_____	$_____
T.4	Boat removal (vessels 21 linear feet or greater)	$_____	$_____	$_____

U. Cleaning of Storm Drains

Storm Drain Cleaning will be itemized by round culverts or box culverts. Contractor shall be compensated at cost per linear foot or a unit price as detailed in the cost proposal below.

ROUND CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.1	Clean 21" & 24" Storm Sewer	$_____
U.2	Clean 27" & 30" Storm Sewer	$_____
U.3	Clean 36" Storm Sewer	$_____
U.4	Clean 42" Storm Sewer	$_____
U.5	Clean 48" Storm Sewer	$_____
U.6	Clean 54" Storm Sewer	$_____
U.7	Clean 60" Storm Sewer	$_____

(Continued on next page)

Appendix A. Cost Proposal (Continued)
U. Cleaning of Storm Drains (Continued)

ROUND CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.8	Clean 72" Storm Sewer	$_____
U.9	Clean Catch Basins	$_____
U.10	Clean Drainage Manholes	$_____
BOX CULVERTS		
Item	**Description**	**Price Per Linear Foot**
U.11	Clean 0 - 4 (Square Foot)	$_____
U.12	Clean 4.01 - 9 (Square Foot)	$_____
U.13	Clean 9.01 - 15 (Square Foot)	$_____
U.14	Clean 15.01 – 20 (Square Foot)	$_____
U.15	Clean 20.01 – 30 (Square Foot)	$_____
U.16	Clean 31.01 – 40 (Square Foot)	$_____
U.17	Clean 40.01 – 50 (Square Foot)	$_____
U.18	Clean 50.01 - 60 (Square Foot)	$_____
U.19	Clean 60.01 - 70 (Square Foot)	$_____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; or gathered, produced, or derived from this project (Confidential Information) must remain confidential subject to release only by permission of the County, and more specifically agree as follows:

Media releases pertaining to this RFP and/or any resulting contract, or the services to which they relate, will not be made without the prior written consent of the County, and then only in accordance with explicit written instructions from the County. The disclosure of the contents of proposals prior to the award of a contract under this RFP, or any other violation of this section, may result in disqualification.

1. The Information may be used by Consultant only to assist Consultant in connection with its engagement with the County.
2. Consultant will not, at any time, use the Information in any fashion, form, or manner except in its capacity as independent consultant to the County.
3. Consultant agrees to maintain the confidentiality of any and all deliverables resulting from this Contract in the same manner that it protects the confidentiality of its own proprietary products of like kind.
4. The Information may not be copied or reproduced without the County's written consent.
5. All materials made available to Consultant, including copies thereof, must be returned to County upon the first to occur of; (a) completion of the project, or (b) request by the County.
6. The foregoing must not prohibit or limit Consultant use of the information (including, but not limited to, ideas, concepts, know-how, techniques and methodologies) (a) previously known to it, (b) independently developed by it, (c) acquired by it from a third party, or (d) which is or becomes part of the public domain through no breach to Consultant of this agreement.
7. This agreement shall become effective as of the date Information is first made available to Consultant and must survive the contract and be a continuing requirement.
8. The breach of this Nondisclosure Agreement by Consultant shall entitle the County to immediately terminate the Agreement upon written notice to Contractor for such breach. The parties acknowledge that the measure of damages in the event of a breach of this Nondisclosure Agreement may be difficult or impossible to calculate, depending on the nature of the breach. Regardless of whether the County elects to terminate the Agreement upon the breach hereof, the County may require Consultant to pay to the County the sum of $1,000 for each breach as liquidated damages. This amount is not intended to be in the nature of a penalty, but is intended to be a reasonable estimate of the amount of damages to the County in the event of a breach hereof by Consultant. Comptroller does not waive any right to seek additional relief, either equitable or otherwise, concerning any breach of this Agreement.

[Printed Name of Consultant]

DRC Emergency Services, LLC

By: _____

Title: Kristy Fuentes - Vice President, Treasurer, Secretary

Date: 1/12/26

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESPONDENT INFORMATION FORM

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

RFP Number & Name: (RFP 25-063/CG) Emergency Disaster Assistance Recovery for Jefferson County

Proposer's Company/Business Name: DRC Emergency Services, LLC

Proposer's TAX ID Number: 63-1283729

***If Applicable*:** **HUB Vendor No.** _____ **DBE Vendor No.** _____

Contact Person: Kristy Fuentes **Title:** Vice President, Treasurer, Secretary

Phone Number (with area code): (888) 721-4372

Alternate Phone Number if available (with area code): (504) 482-2848

Fax Number (with area code): (504) 482-2852

Email Address: kfuentes@drcusa.com

Mailing Address (Please provide a <u>physical address for bid bond return</u>, *if applicable*):

111 Veterans Memorial Blvd. Suite 1420
Address

Metairie, LA, 70005
City, State, Zip Code

REQUIRED FORM
<u>Proposer</u>:
Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM
Proposer: Please complete this form and include with proposal submission.

REFERENCE ONE

Government/Company Name: St. Charles Parish, LA

Address: 15045 River Road, Hahnville, LA 70057

Contact Person and Title: Chandra Sampey, Contract Monitor

Phone: 985-783-5000 Fax: N/A

Email Address: csampey@stcharlesgov.net Contract Period: August 2021 - August 2022

Scope of Work: Disaster Debris Removal Services - Hurricane Ida DR-4611

REFERENCE TWO

Government/Company Name: Terrebonne Parish, LA

Address: 337 Ashland Landfill Road, Houma, LA 70363

Contact Person and Title: Clay Naquin, Director of Solid, Hazardous, and Recycling Waste Department

Phone: 985-873-6739 Fax: N/A

Email Address: cnaquin@tpcg.org Contract Period: August 2021 - February 2023

Scope of Work: Disaster Debris Removal Services - Hurricane Ida DR-4611

REFERENCE THREE

Government/Company Name: Manatee County, FL

Address: 3647 Cortez Road W., Bradenton, FL 34210

Contact Person and Title: Chris Collins - Deputy Director of Utilities

Phone: (941) 290-8826 Fax: N/A

Email Address: chris.collins@mymanatee.org Contract Period: October 2024 - March 2025

Scope of Work: Debris Management Services DR-4834-FL

SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?.....**Yes** ☑ **No** ☐

This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this proposal is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Request for Statements of Qualification, Conditions of RFP Response, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this RFP response in collusion with any other Respondent, and that the contents of this RFP response as to prices, terms or conditions of said response have not been communicated by the undersigned nor by any employee or agent to any other RFP Respondent or to any other person(s) engaged in this type of business prior to the official opening of this RFP. And further, that neither the Respondent nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to respond or not to respond thereon.

DRC Emergency Services, LLC
RFP Respondent (Entity Name)

6702 Broadway Street
Street & Mailing Address

Galveston, TX 77554
City, State & Zip

(888) 721-4372
Telephone Number

kfuentes@drcusa.com
E-mail Address

Signature

Kristy Fuentes - Vice President, Treasurer, Secretary
Print Name

1/12/26
Date Signed

(504) 482-2852
Fax Number

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Kristy Fuentes - Vice President, Treasurer, Secretary

Name and Title of Contractor's Authorized Official *(Please Print)*

1/12/26

Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Not Applicable

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	**Status of Federal Action:** a. bid/offer/application ____ b. initial award c. post-award	**Report Type:** a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Sub-awardee Tier_____, if Known: N/A **Congressional District, if known:**		**If Reporting Entity in No. 4 is Sub-awardee,** Enter Name and Address of Prime: **Congressional District, if known:**
Federal Department/Agency:		**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
Federal Action Number, *if known:*		**9. Award Amount**, *if known:* $
10. a. Name and Address of Lobbying Registrant *(if individual, last name, first name, MI):*		**b. Individuals Performing Services** *(including address if different from No. 10a) (last name, first name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.		**Signature:**  **Print Name:** Kristy Fuentes **Title:** Vice President, Treasurer, Secretary **Telephone No.:** (888) 721-4372 **Date:** 1/12/26
Federal Use Only		**Authorized for Local Reproduction** **Standard Form - LLL (Rev. 7-97)**

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

(A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;

(B) a transaction conducted at a price and subject to terms available to the public; or

(C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

***

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds $2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than $100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. *See* Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of vendor who has a business relationship with local governmental entity.**

N/A

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 **Name of local government officer about whom the information in this section is being disclosed.**

N/A

Name of Officer

This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☑ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☑ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?

☐ Yes ☑ No

D. Describe each employment or business and family relationship with the local government officer named in this section.

N/A

4

Signature of vendor doing business with the governmental entity

Kristy Fuentes - Vice President, Treasurer, Secretary

1/12/26

Date

Adopted 8/7/2015

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

LOCAL GOVERNMENT OFFICER
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of employment or other business relationship with vendor named in item 3

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds $100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 AFFIDAVIT

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

_____
Signature of Local Government Officer

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

_____
Signature of officer administering oath | Printed name of officer administering oath | Title of officer administering oath

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .

☑ Yes	☐ No	1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
☑ Yes	☐ No	2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
☑ Yes	☐ No	3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
☑ Yes	☐ No	4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
☑ Yes	☐ No	5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
☑ Yes	☐ No	6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your proposal.
If necessary, please use a separate sheet to answer the above questions.

Kristy Fuentes
Printed Name of Authorized Representative

Signature

Vice President, Treasurer, Secretary
Title

1/12/20
Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: DRC Emergency Services, LLC HUB: p Yes p No

Address: 6702 Broadway Street, (Street) Galveston, (City) TX (State) 77554 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: RFP 25-063CG - Emergency Disaster Assistance Recovery

Prime Contract Amount: $

HUB Subcontractor Name: Scruggs Environmental Services

HUB Status (Gender & Ethnicity): Black Male

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: 11143 Dalebrook Drive, (Street) Houston, (City) TX (State) 77016 (Zip)

Phone (with area code): (281) 630-8887 Fax (with area code): N/A

Proposed Subcontract Amount: $ Percentage of Prime Contract: 12.8 %

Description of Subcontract Work to be Performed:

Kristy Fuentes - Vice President, Treasurer, Secretary
Printed Name of Contractor Representative

Signature of Representative

1/12/26
Date

DAVID E. SCRUGGS
Printed Name of HUB

Signature of Representative

1 JAN, 2026
Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: DRC Emergency Services, LLC HUB: p Yes p No

Address: 6702 Broadway Street, (Street) Galveston, (City) TX (State) 77554 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: RFP 25-063CG - Emergency Disaster Assistance Recovery

Prime Contract Amount: $

HUB Subcontractor Name: J & KD, Inc.

HUB Status (Gender & Ethnicity): Woman

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: 12337 Gentry Rd., (Street) Beaumont, (City) TX (State) 77713 (Zip)

Phone (with area code): (409) 838-7998 Fax (with area code): N/A

Proposed Subcontract Amount: $ Percentage of Prime Contract: 12.6 %

Description of Subcontract Work to be Performed: Debris removal, push crews, tree work

Kristy Fuentes - Vice President, Treasurer, Secretary		1/12/26
Printed Name of Contractor Representative	Signature of Representative	Date
Kay Dishman, J&KD LLC	Kay Dishman	1/9/2026
Printed Name of HUB	Signature of Representative	Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).
☑ Yes ☐ No

Prime Contractor: DRC Emergency Services, LLC HUB: ☐ Yes ☑ No

HUB Status (Gender & Ethnicity): White Male

Address: 6702 Broadway Street, (Street) Galveston, (City) TX (State) 77554 (Zip)

Phone (with area code): (888) 721-4372 Fax (with area code): (504) 482-2852

Project Title & No.: Emergency Disaster Assistance Recovery IFB/RFP No.: 25-063CG

Total Contract: $ Total HUB Subcontract(s): $

Construction HUB Goals: 12.8% MBE:: 12.8 % 12.6% WBE: 12.6 %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.
Use these goals as a guide to diversify.

FOR HUB OFFICE USE ONLY:

Verification date HUB Program Office reviewed and verified HUB Sub information Date: _____ Initials: _____

PART I. HUB SUCONTRACTOR DISCLOSURE

HUB Subcontractor Name: Scruggs Environmental Services

HUB Status (Gender & Ethnicity): Black Male

Certifying Agency: ☐ Texas Bldg & Procurement Comm. ☐ Texas Unified Certification Prog.

Address: 11143 Dalebrook Drive, (Street) Houston, (City) TX (State) 77016 (Zip)

Contact person: David Scruggs Title: Owner

Phone (with area code): (281) 630-8887 Fax (with area code): N/A

Proposed Subcontract Amount: $ Percentage of Prime Contract: 12.8 %

Description of Subcontract Work to be Performed: Load & Haul

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

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: J & KD, Inc.

HUB Status (Gender & Ethnicity): White Woman

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: 12337 Gentry Rd., (Street) Beaumont, (City) TX (State) 77713 (Zip)

Contact person: Kay Dishman Title: Owner

Phone (with area code): (409) 838-7998 Fax (with area code): N/A

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed: Debris removal, push crews, tree work

---

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

Certifying Agency: ☐ Tx. Bldg & Procurement Comm. ☐ Jefferson County ☐ Tx Unified Certification Prog.

Address: (Street) (City) (State) (Zip)

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: $ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

All HUB Subcontractor Participation may be verified with the HUB Subcontractor(s) listed on PART I.

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 3 of 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- ☐ All subcontractors to be utilized are "Non-HUBs." *(Complete Part III)*
- ☐ HUBs were solicited but did not respond.
- ☐ HUBs solicited were not competitive.
- ☐ HUBs were unavailable for the following trade(s):
- ☐ Other: _____

Was the Jefferson County HUB Office contacted for assistance in locating HUBs? ☐ Yes ☐ No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection.

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

Phone (with area code): _____ Fax (with area code): _____

Proposed Subcontract Amount: $ _____ Percentage of Prime Contract: _____ %

Description of Subcontract Work to be Performed: _____

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Kristy Fuentes

Title: Vice President, Treasurer, Secretary

Signature: _____

Date: 1/12/26

E-mail address: kfuentes@drcusa.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Lisa Garcia Walsh

Title: Contracts Manager

Date: 1/12/26

E-mail address: lwalsh@drcusa.com

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) **"Non-resident RFP Respondent" refers to a person who is not a resident.**

(4) **"Resident RFP Respondent" refers to a person whose principal place of business is in this state,** including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☑ I certify that DRC Emergency Services, LLC [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

☐ I certify that _____ [company name] is a Non-Resident Respondent as defined in Government Code §2252.001 and our principal place of business is _____ _____ (city and state).

Taxpayer Identification Number (T.I.N.):	63-1283729
Company Name submitting bid/proposal/response:	DRC Emergency Services, LLC
Mailing address:	6702 Broadway Street, Galveston, TX 77554
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM
Proposer: DRC Emergency Services, LLC
Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

_____

Company Name

_____

IFB/RFP/RFQ number

Certification check performed by:

_____

Purchasing Representative

_____

Date

HOUSE BILL 89 VERIFICATION

I, Kristy Fuentes, the undersigned representative of (company or business name) DRC Emergency Services, LLC (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company named above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

1. "**Boycott Israel**" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. "**Company**" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative
Kristy Fuentes - Vice President, Treasurer, Secretary

12/15/25
Date

On this 15th day of December, 2025, personally appeared

Kristy Fuentes, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19550
My Commission is for life

Notary Signature

12/15/25
Date

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

RESPONDENT'S AFFIDAVIT

I have carefully examined the Request for Proposal Specifications, and any other documents accompanying or made a part of this Request for Proposals.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **90 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said proposal: and that the undersigned executed this Respondent's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

DRC Emergency Services, LLC
NAME OF BUSINESS

BY: _____
SIGNATURE

Kristy Fuentes - Vice President, Treasurer, Secretary
NAME & TITLE, TYPED OR PRINTED

6702 Broadway Street
MAILING ADDRESS

Galveston, TX 77554
CITY, STATE, ZIP CODE

(888) 721-4372
TELEPHONE NUMBER

Sworn to and subscribed before me
this 15th day of
December, 2025

_____
Notary Public

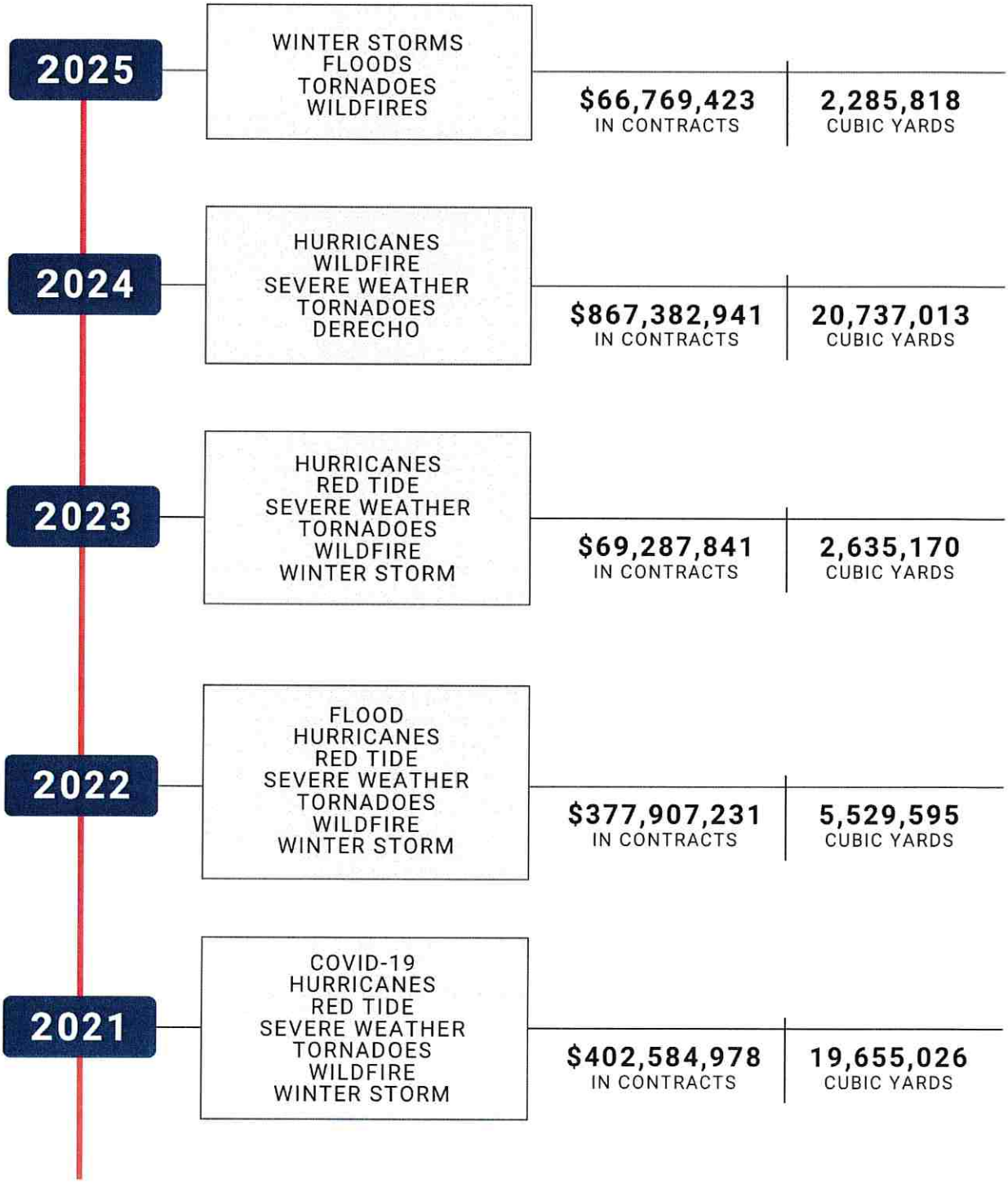
State of Louisiana

My Commission Expires: _____

CARY A. DES ROCHES
NOTARY PUBLIC
State of Louisiana, Bar No. 19[illegible]0
My Commission is for life

REQUIRED FORM
Proposer:
Please complete this form and include with proposal submission.

5 YEAR PROJECT HISTORY



ABILITY TO MANAGE MULTIPLE CONTRACTS

DRC has extensive experience staffing, managing, and executing multiple debris management and emergency response projects nationwide. Our approach is grounded in using highly qualified operational management teams to ensure a coordinated, expeditious and effective response to disasters. DRC's management staff is provided with state-of-the-art resource planning and forecasting systems and empowered to reassign resources as needed. DRC's experience managing multiple contracts includes the following:

2025 Floods, Wildfires, and Tornadoes

- 2025 has been a year of multiple, varied disasters with a wide geographical spread across the country.
- DRC was activated by the Texas Division of Emergency Management in 9 counties and 8 cities following the devastating flooding that affected Texas Hill Country in July 2025, and we have removed more than 2,000,000 cubic yards of debris during our ongoing response. Additionally, we have responded to flooding events in Kentucky, Tennessee, and New Mexico this year.
- We began a new phase of work in response to the 2024 wildfires and flooding in New Mexico, and we have begun work on the Airport Fire in California.
- We have also cleaned up debris following tornadoes in Mississippi, Missouri, Kentucky, Texas, and Tennessee (for the USACE).

2024 Hurricane Season

- Four hurricanes – Beryl, Francine, Helene, and Milton – struck the Gulf Coast in a very active 2024 season. DRC was activated on 22 contracts for Beryl, 15 for Francine, 27 for Helene, and 27 for Milton. Helene and Milton were both record-breaking major hurricanes which struck Florida less than 2 weeks apart. DRC's hurricane response work in 2024 spanned seven states from Texas to Virginia and involved the use of 151 DMS sites.

2024 Wildfires

- DRC performed specialized private property debris removal in response to wildfires in New Mexico, Washington State, and Hawaii.

2023 Tornados, Winter Storms, Wildfires, and Hurricane Idalia

- DRC was activated in 40 jurisdictions, managed 13 DMS sites, and removed and disposed of over 2,600,000 cubic yards of debris.

2022 Hurricane Ian

- DRC was activated in 20 jurisdictions, managed 21 DMS sites, and removed and disposed of over 5,000,000 cubic yards of debris.

2021 Hurricane Ida

- DRC was activated in 45 jurisdictions, managed 90 DMS sites, and removed and disposed of over 18,000,000 cubic yards of debris.

2020 Hurricane Season

- DRC was activated in 55 jurisdictions, managed 75 temporary staging and reduction sites, and removed and disposed of 6,000,000 cubic yards of debris in response to six hurricanes across seven states.

2019 Hurricane Season

- DRC was activated in 14 jurisdictions in the Gulf Coast region as Hurricanes Barry and Dorian and Tropical Storm Imelda hit the coast back-to-back over two months. DRC operated and managed five temporary staging and reduction sites in total and removed approximately 210,000 cubic yards of debris.

2018 Hurricane Season

- DRC was active in nine jurisdictions in response to Hurricane Michael, where we managed 33 debris management sites and removed approximately 5,850,000 cubic yards of debris.
- DRC was concurrently activated in 15 jurisdictions following Hurricane Florence, where we managed 31 temporary staging and reduction sites and picked up approximately 2,500,000 cubic yards of debris.

2017 Hurricane Season

- DRC was activated by the Department of Transportation and Public Works in Puerto Rico following Hurricane Maria. During this contract, DRC managed 13 temporary staging and reduction sites and removed over 1,100,000 cubic yards of debris.
- Following Hurricane Irma, DRC was activated in 27 jurisdictions simultaneously while managing 27 temporary staging and reduction sites. DRC removed and disposed of over 3,600,000 cubic yards of debris.
- DRC was activated in 23 jurisdictions following Hurricane Harvey and simultaneously ran 16 temporary staging and reduction sites during this activation. DRC recovered and reduced over 4,700,000 cubic yards of debris during this activation.

2016 Louisiana Severe Flooding

- DRC removed 2,100,000 cubic yards of debris – including 1,000,000 cubic yards which we picked up over the course of just 30 days in East Baton Rouge Parish, Louisiana.
- DRC opened and operated two temporary staging and reduction sites – including the largest debris management site on record – to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions.

2014 Ice Storm Pax

- DRC was simultaneously activated in New Hanover County, Pender County, and the City of Wilmington, North Carolina for debris removal and reduction of approximately 400,000 cubic yards of debris.

  The South Carolina Department of Transportation contracted DRC to cut, remove and transport vegetative debris in eight counties, totaling over 12,000 miles of roadway clearing and the trimming of over 225,000 trees. DRC managed and operated 16 temporary staging and reduction sites in North and South Carolina, reducing and recycling over 1.7 million cubic yards of debris.

DRC EMERGENCY SERVICES *Striking Back.*

TAB H: ADDITIONAL REQUIRED INFORMATION

EMERGENCY DISASTER ASSISTANCE RECOVERY FOR JEFFERSON COUNTY, PURSUANT TO CHAPTER 262, TEXAS LOCAL GOVERNMENT CODE, THE COUNTY PURCHASING ACT AND 2 CFR SECTIONS 200.318-327

2024 - Four Hurricanes

91 JURISDICTIONS	18,000,000 CUBIC YARDS OF DEBRIS REMOVED
151 DMS SITES MANAGED	$700,000,000 COMBINED CONTRACT TOTAL



The 2024 season brought Hurricanes Beryl, Francine, Helene and Milton. DRC was mobilized in 91 jurisdictions in seven states, managed 129 DMS sites, and removed and disposed of more than 18,000,000 cubic yards of debris on contracts surpassing $348 million.

2022 - Hurricane Ian

20 JURISDICTIONS	5,000,000 CUBIC YARDS OF DEBRIS REMOVED
21 DMS SITES MANAGED	$350,000,000 COMBINED CONTRACT TOTAL



Following Hurricane Ian in 2022, DRC recycled 100% of the 3.3 million cubic yards of vegetative debris collected in Sarasota County, Florida, and surrounding municipalities.

2021 - Hurricane Ida

45 JURISDICTIONS	18,000,000 CUBIC YARDS OF DEBRIS REMOVED
90 DMS SITES MANAGED	$330,000,000 COMBINED CONTRACT TOTAL



In 2021, DRC was activated in 41 jurisdictions, managed 89 DMS sites, and removed and disposed of 18,000,000 cubic yards of debris in Response to Hurricane Ida. Our combined contract total for Ida exceeded $330,000,000.

SARASOTA COUNTY DISASTER RECOVERY FIELD CATERING SERVICES – HURRICANE IAN

BACKGROUND

SLS Response provided emergency catering services for the Disaster Recovery Base Camp and Field Catering Service contract of its commonly owned affiliate, DRC Emergency Services, LLC.

DRC Emergency Services, LLC, has held the contract to provide Disaster Recovery Base Camp & Field Catering Services for Sarasota County since 2018. In 2022, as Hurricane Ian zeroed in on Florida's Gulf Coast, the County put DRC on standby as they monitored the storm and tracked where it would make landfall. The notice to proceed was received on September 29 and the SLS Response team, providing emergency response for DRC, began providing field catering services on September 30.

SLS Response procurement team provided boxed meals provided by Emergency Relief Catering for the first 48 hours. Untouchables Catering began serving hot meals after the first 48 hours.



DETAILED PROJECT DESCRIPTION

In September 2022 as Hurricane Ian zeroed in on Florida's Gulf Coast, the SLS Response team was put on standby as the County monitored the storm and tracked where it would make landfall. The standby contract was activated for field catering services on September 29, and the SLS Response team began serving meals within 24 hours.

SLS provided boxed meals to meet emergency responders' immediate needs for the first 48 hours and began serving three hot meals per day by the third day for a total of more than 28,800 total meals.

Menu offerings included hot and cold breakfast options, boxed lunches, plus soft drink, coffee, juice and water beverage choices. Lunch and dinner meals consisted of a standard portion of protein, starch, fruit, vegetable and salad option.

- Personnel
- Mobile kitchen
- Refrigerated trailers
- Generators
- Pallets of water
- Ice
- Boxed meals
- Hot Breakfast
- Boxed Lunch
- Handwashing Stations

PERFORMANCE METRICS

1,200 meals three times per day for eight days

Response time: Sarasota County initially put DRC / SLS Response on standby. We received Notice to Proceed activation on Sept. 29, 2022, and began providing meals within 24 hours on Sept. 30, 2022.

CHALLENGES AND SOLUTIONS

Traffic and food suppliers were in short supply. Subcontractor Untouchables Catering Company's solution was to provide his company's on-hand inventory from concert catering. For future activations, he purchased an additional trailer and is outfitting with equipment that will extend his capability to prepare thousands of meals at once. Untouchables also secured agreements from food suppliers to drop refrigerated trailers onsite of future activations and to restock as needed.

FEMA EXPERTISE

FEMA PUBLIC ASSISTANCE PROGRAM

DRC has an unparalleled record for providing jurisdictions with the maximum reimbursement rate granted by FEMA. Our record serves as a testament to DRC's ability to perform within the strict guidelines established by our Federal Government, as well as our ability to attract and maintain well-trained and principled personnel.

STATE & FEDERAL PROGRAMS



Tony Furr, DRC's Director of Technical Assistance and Training, works closely with our clients to educate them on how to ensure compliance with Federal Policy and Procedures. Mr. Furr was the FEMA Region VI Debris Subject Matter Expert from 2013 – 2021, and he has served as the Infrastructure Branch Director (IBD), Emergency Management Specialist, Appeals Analyst, Procurement Specialist, and Trainer for over 100 federally declared disasters and emergencies. He is nationally known and recognized in the emergency management community and is highly knowledgeable about FEMA policies, procedures, and debris operations.

Valerie Blanton is well-recognized for her extensive knowledge of emergency management regulations and protocols within the State of Texas, resulting from her 23 years of experience at the Texas Division of Emergency Management (TDEM). Ms. Blanton was formerly a Debris Subject Matter Expert for TDEM, and she is available to assist Texas jurisdictions develop and execute debris management plans.



The Public Assistance Program of the Federal Emergency Management Agency (FEMA) is aimed at providing support and resources for disaster recovery efforts. These programs facilitate the reimbursement of eligible expenses incurred by state and local governments, as well as certain nonprofit organizations, following a federally declared disaster.

The Public Assistance Program and Policy Guide (PAPPG) is a comprehensive, consolidated program and policy document for FEMA's Public Assistance Program. DRC thoroughly reviews and follows the PAPPG. The latest version is FEMA Policy 104-009-2, Public Assistance Program and Policy Guide Version 5.0 (issued January 6, 2025). This latest PAPPG supersedes all previous policies and publications for disasters declared on or after January 6, 2025.

Within the Texas Division of Emergency Management (TDEM), several programs are aligned with the FEMA Public Assistance Program. Key programs within TDEM that are aligned with the FEMA Public Assistance Program include the following:

PUBLIC ASSISTANCE GRANTS

The State administers public assistance grants to eligible entities to cover costs associated with debris removal, emergency protective measures, and the repair, replacement, or restoration of public infrastructure damaged or destroyed by disasters. This program aims to expedite the recovery process and restore essential services to affected communities.

HAZARD MITIGATION GRANT PROGRAM (HMGP)

HMGP provides funding to support projects that mitigate the risk of future disasters and enhance community resilience. The State's HMGP, aligned with FEMA guidelines, enables state and local governments to implement measures such as flood control projects, structural retrofits, and land acquisition for hazard mitigation purposes.

COMMUNITY DISASTER LOANS (CDL)

The State's CDL program provides financial assistance to local governments facing revenue shortfalls due to a disaster-related decline in tax revenues or increased expenditures. These loans help municipalities maintain essential services and bridge the gap until regular revenue streams are restored.



These programs, modeled after FEMA's framework, demonstrate the State's commitment to leveraging federal resources and implementing effective strategies to mitigate the impact of disasters and support long-term recovery efforts across the state.

FUNDING SOURCES

After a natural disaster, FEMA Public Assistance applicants have access to various funding sources to support their recovery efforts. These funding sources include the following:

FEDERAL GRANTS

FEMA provides grants to eligible applicants for disaster-related expenses, including debris removal, emergency protective measures, and infrastructure repair or replacement.



STATE MATCHING FUNDS

Applicants are required to provide a percentage of the total project cost as a non-federal match, which can come from state or local government funds, in-kind services, or donations.

HAZARD MITIGATION GRANTS

FEMA offers Hazard Mitigation Grant Program (HMGP) funding to support projects that mitigate the risk of future disasters. These grants can be used for measures such as floodplain restoration, structural retrofits, and public education campaigns.



COMMUNITY DEVELOPMENT BLOCK GRANTS

The U.S. Department of Housing and Urban Development (HUD) may allocate Community Development Block Grant (CDBG) funds to assist with disaster recovery and rebuilding efforts, particularly for housing rehabilitation, economic revitalization, and infrastructure improvements.

NATURAL RESOURCES CONSERVATION SERVICE (NRCS) FUNDING

NRCS provides financial assistance through programs like the Emergency Watershed Protection Program (EWP) to address watershed impairments caused by natural disasters. EWP funding supports measures such as debris removal, streambank stabilization, and erosion control to mitigate further damage and protect natural resources.

These funding sources provide crucial financial assistance to FEMA Public Assistance applicants, helping them rebuild and strengthen their communities in the aftermath of a natural disaster.

REIMBURSEMENT PROCESS

The FEMA Public Assistance reimbursement process is crucial for assisting applicants in recovering from disasters and restoring essential services to their communities. Key elements of this process include the following:

ELIGIBILITY DETERMINATION

FEMA evaluates the eligibility of projects submitted by applicants based on established criteria, including the type of work, its relationship to the disaster, and compliance with federal regulations.

PROJECT FORMULATION

Applicants work with FEMA to develop detailed project worksheets that outline the scope of work, estimated costs, and supporting documentation for each eligible project.

OBLIGATION OF FUNDS

Once projects are approved, FEMA obligates funds to cover the federal share of eligible costs, up to 75% of the total project cost, with the applicant responsible for providing the non-federal match.

DOCUMENTATION

Applicants must maintain accurate records and documentation throughout the project lifecycle, including procurement procedures, labor costs, equipment usage, and invoices, to support reimbursement claims.

In the aftermath of a natural disaster, debris removal is often one of the most immediate and significant challenges faced by communities. In this context, the role of the debris monitor becomes pivotal in ensuring efficient and compliant debris removal operations, as well as facilitating the reimbursement process through FEMA Public Assistance. The debris monitor serves as a crucial link between the debris removal contractors, the applicant, and FEMA, playing a vital role in documenting and verifying the removal of debris from public areas. Here's an in-depth look at the role of the debris monitor in the reimbursement process:

DEBRIS MONITORING

The debris monitor is a critical component of the debris removal process following a disaster. They are responsible for overseeing and documenting the removal of debris from public areas such as roads, parks, and other public property.

VERIFICATION OF WORK

The debris monitor verifies that debris removal contractors comply with FEMA guidelines and contract specifications, ensuring that debris is properly sorted, segregated, and disposed of in accordance with environmental regulations.

DOCUMENTATION

The debris monitor meticulously documents the quantity, type, and location of debris removed, as well as the methods used for disposal. This documentation serves as evidence to support reimbursement claims submitted to FEMA.



QUALITY ASSURANCE

In addition to monitoring the physical removal of debris, the debris monitor performs quality assurance checks to ensure that work meets established standards and that debris removal operations are conducted safely and efficiently.

SUPPORT FOR REIMBURSEMENT CLAIMS

The detailed documentation provided by the debris monitor is essential for applicants seeking reimbursement from FEMA for eligible debris removal costs. This documentation helps demonstrate the scope of work performed, justify the associated expenses, and facilitate the reimbursement process.

Overall, the debris monitor plays a crucial role in the FEMA Public Assistance reimbursement process by ensuring that debris removal activities are conducted in compliance with federal regulations and that accurate documentation is maintained to support reimbursement claims.

KNOWLEDGE OF, AND EXPERIENCE WITH, STATE AND LOCAL EMERGENCY MANAGEMENT AGENCIES

DRC Emergency Services has been actively engaged in disaster recovery efforts across the United States for the past 20 years, collaborating closely with local, state, and federal agencies. Our commitment is to assist in optimizing performance and ensuring reimbursement. DRC coordinates with the Public Assistance Firm and monitoring firm in each jurisdiction to review and reconcile every individual ticket and or line item for eligibility with all State and Federal agencies. This process expedites the submittal of accurate documentation in a timely manner. DRC has a strong track record of maximizing federal reimbursement for eligible work without any de-obligation.

In the State of Texas, we have worked directly with the Texas Department of Emergency Management, the Texas Department of Transportation (TxDOT) and the Texas General Land Office (GLO), following all FEMA Guidelines and Policies. DRC's management team participates in state conferences and workshops and stays up to date with relevant policies and procedures. DRC's thorough review of and adherence to FEMA's Public Assistance Program and Policy Guide demonstrates our commitment to efficient and effective disaster recovery processes.

ADHERENCE TO POLICY CHANGES

DRC Emergency Services strives to continuously stay ahead of any changes in FEMA policy and guidance that may affect our clients. DRC immediately implements internal measures to ensure that our clients and prospective clients are prepared to be fully compliant with any changes or updates to FEMA's policies. DRC carefully reviews scopes of service, terms of inclusion, evaluation, pricing models, and other key components for any items which may have been deemed non-compliant relative to the new guidance. Additionally, **DRC Emergency Services, LLC is a founding member of the Disaster Recovery Coalition of America (DRCA),** the industry's trade organization. Through this membership, DRC helps shape policy and legislation relevant to jurisdictions' recovery processes. Our additional memberships in other professional organizations (NEMA, APWA and SWANA) provide us with recent industry knowledge necessary to support our client base.

MAJOR DISASTER RECOVERY PROJECTS

DRC has extensive experience working with FEMA on major disaster recovery projects. Through decades of experience, DRC has developed an inherent understanding of how to direct emergency response and recovery. Following is a list of FEMA declared disasters for which DRC has completed work.

YEAR	EVENT	STATE	DECLARATION NUMBER
2025	Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding	TX	DR-4879-TX
	Mississippi Severe Storms, Straight-line Winds, Tornadoes, and Flooding	MS	DR-4790-MS
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4860-KY
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2024	Hurricane Milton	FL	DR-4834
	Hurricane Helene	FL, GA, SC, TN, VA	DR-4828, DR-4830
	Hurricane Francine	LA, TX	DR-4817
	Hurricane Beryl	TX	DR-4798
	New Mexico South Fork Fire and Salt Fire	NM	DR-4795
	Texas Severe Storms, Straight-line Winds, Tornadoes, and Flooding	TX	DR-4781
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2023	Hawaii Wildfires	HI	DR-4724
	Washington Wildfires	WA	DR-4759
	Tennessee Severe Storms and Straight-line Winds	TN	DR-4735
	Hurricane Idalia	FL	DR-4734
	Oklahoma Severe Storms, Straight-line Winds, and Tornadoes	OK	DR-4706
	Texas Severe Winter Storm	TX	DR-4705

	Arkansas Severe Storms and Tornadoes	AR	DR-4698
	Mississippi Severe Storms, Straight-line Winds, and Tornadoes	MS	DR-4697
	Alabama Severe Storms, Straight-line Winds, and Tornadoes	AL	DR-4684
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2022	Hurricane Ian	FL	DR-4673
	Tennessee Severe Winter Storm	TN	DR-4645
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2021	Marshall Fire and Straight-Line Winds	CO	DR-4634
	Kentucky Severe Storms, Straight-line Winds, Flooding, and Tornadoes	KY	DR-4630
	Hurricane Ida	LA	DR-4611
	Texas Severe Winter Storms	TX	DR-4586
	Louisiana Severe Winter Storms	LA	DR-4590
	Storms, Straight-line Winds, and Tornadoes	AL	DR-4596
	Georgia Severe Storms and Tornadoes	GA	DR-4600
	Louisiana Severe Storms, Tornadoes, and Flooding	LA	DR-4606
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2020	Hurricane Zeta	LA, MS, GA, AL	EM-3549, EM-3550
	Hurricane Delta	LA	DR-4570
	Hurricane Sally	AL, FL	DR-4563, DR-4564
	Washington BABB Fire	WA	FM-5355
	Hurricane Laura	LA	DR-4559
	Iowa Severe Storms (Derecho)	IA	DR-4557
	Hurricane Isaias	FL, NC	EM-3533, DR-4568
	Hurricane Hanna	TX	EM-3530
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2019	Tropical Depression Imelda	TX	DR-4466
	Hurricane Dorian	NC	DR-4465
	Hurricane Barry	LA	DR-4462
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2018	Hurricane Michael	FL, GA	DR-4399, DR-4400
	Hurricane Florence	NC	DR-4393
	Severe Thunderstorms and Dangerously High Winds	AL	DR-4362
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2017	Hurricane Maria	PR	DR-4339
	Hurricane Irma	FL, GA	DR-4337, DR-4338
	Hurricane Harvey	TX	DR-4332
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**

2016	Hurricane Matthew	NC, GA, FL	DR-4285, DR-4284, DR-4283
	Hurricane Hermine	FL	DR-4393
	LA Severe Storms & Flooding	LA	DR-4277
	Winter Storm Jonas	MD, VA	DR-4261, DR-4262
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2015	TX Severe Storms & Flooding	TX	DR-4269
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2014	Ice Storm Pax	SC, NC	DR-4166, DR-4167
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2013	Severe Storms and Tornadoes	OK	DR-4117
	Severe Storms, Straight-line Winds, Tornadoes, and Flooding	MO	DR-4130
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2012	Hurricane Sandy	NY, MD, NJ, MO	DR-4085, DR-4091, DR-4086, DR-4098
	Hurricane Isaac	LA	DR-4080
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2011	Hurricane Irene	VA, MD, NC, RI	DR-4024, DR-4034, DR-4019, DR-4027
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2010	TN Severe Flooding	TN	DR-1909
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2009	Ice Storms	MD, VA	DR-1875, DR-1874
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2008	Hurricane Ike	TX	DR-1791
	Hurricane Gustav	LA	DR-1786
	Mother's Day Tornadoes	GA	DR-1750
	F5 Tornado	IA	DR-1763
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2007	Ice Storms	MO	DR-1736
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2006	Ice Storms	NY	EM-3268
YEAR	**EVENT**	**STATE**	**DECLARATION NUMBER**
2005	Hurricane Katrina	LA, MS	DR-1603, DR-1604
	Hurricane Rita	LA, TX	DR-1606, DR-1607

FAMILY OF COMPANIES

Together with our commonly owned affiliates SLS, Forgen, and Callan Marine, DRC can respond immediately to disaster events and provide almost every service that may be required to move through the complete disaster recovery timeline. We are the only company in the United States that can perform all these services in a streamlined manner from both the contracting and management sides. This portfolio of companies is under the same ownership and shares all resources and assets, including financial, personnel, equipment and facilities. **DRC has access to over 1,000 employees through our family of companies, making us a trusted partner for towns, cities, and jurisdictions nationwide in disaster recovery services.**

SLS provides the full spectrum of general contracting, construction management, infrastructure, disaster response, health and humanitarian services throughout North America and beyond. From emergency sheltering, facilities operation, mass population care, and catering to field hospitals and rapid repairs, we mobilize within hours to provide relief and stability when disaster strikes. With an aggregate bonding capacity of $4 billion, SLS performs a multitude of large-scale assignments for federal, state, regional, county and municipal entities—with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters. Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.

Forgen is one of the largest environmental construction companies in the United States, offering remediation and infrastructure solutions across the country. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.

Callan Marine is a highly specialized marine construction firm capable of providing design, engineering, management, and construction services. We provide every type of marine construction activity including debris management and removal, dredging, shoreline protection, beach renourishment, port/dock facility construction, and wetland construction. Our work restores berthing depths for ship docks and navigation channels and facilitates transportation in our nation's waterways. We are recognized as the leading marine construction service provider on the Gulf Coast, with a long list of government and private clients who continually utilize Callan Marine for comprehensive marine construction services.

LETTERS OF RECOMMENDATION

CLUTE TEXAS

108 E. Main Street ~ Clute, Texas 77531
Phone: (979) 265-2541
www.clutetexas.gov

May 7, 2025

Following Hurricane Beryl, DRC mobilized quickly — arriving in Clute the afternoon the storm passed (July 8) — and immediately began assisting with road clearance. Their crews were prompt, professional, and worked efficiently to remove debris and address hazardous trees and limbs throughout the city.

I met daily with the on-site supervisor and received detailed nightly reports outlining progress, including the volume and types of debris removed, as well as counts for hazardous limb and tree removals. Their communication and transparency throughout the process were excellent, and their performance greatly contributed to a safe and timely recovery for our community.

As with any large-scale debris operation, the process of bringing heavy trucks and equipment into residential areas can create additional challenges. Occasionally, trucks cut corners too closely, resulting in yard ruts, or mechanical arms caused minor damage such as scraped lawns or disturbed water meters. DRC was highly responsive to every resident complaint we received. Their crews went above and beyond to promptly investigate and resolve each issue, ensuring that all concerns were addressed to the satisfaction of our residents.

Based on their responsiveness, professionalism, and the overall quality of work, I highly recommend DRC Emergency Services.

Will Blackstock
Director of Special Projects
Emergency Management Coordinator
City of Clute, Texas
(979) 265 – 8392
wblackstock@clutetexas.gov

To: DRC

From: Richard McHale, Interim Director Austin Resource Recovery

Date: July 17, 2023

Subject: Letter of Recommendation

Letter of Recommendation

The City of Austin has a contract with numerous debris collection companies and was required to activate that contact this past year due to ice storm Mara. One company we contracted with and activated was DRC. DRC was quick to mobilize and begin initial damage assessments. They brought in their team and were able to ramp up operations quickly, making our recovery effort a notable success. They worked efficiently and professionally and were a key part of our success in restoring our community. While we don't look forward to natural disasters, it is assuring to know that we have experienced contractors to supplement our teams when needed.

Richard McHale
Interim Director
Austin Resource Recovery

St. Bernard Parish Government

8201 West Judge Perez Drive Chalmette, Louisiana, 70043
(504) 278-4227 Fax (504) 278-4330
www.sbpg.net

Guy McInnis
Parish President

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005
March 24, 2023

Re: Letter of Recommendation

To Whom It May Concern,

Please let this serve as a letter of recommendation for DRC Emergency Services, LLC. For the past eight years, St. Bernard Parish Government (SBPG) has worked hand in hand with the DRC team through various challenges - including hurricanes and tornadoes. We have continuously received excellent service throughout these events, as well as normal operations. DRC has proven to be a reliable partner with an inherent understanding of our mission "to protect and enhance the quality of life by providing a high level of service in an efficient and responsive manner for all citizens." Many of DRC's personnel grew up in St. Bernard Parish and still reside in our community. For them, our mission isn't just close to home – it is home.

Over the past four years, we have activated our contract with DRC four times in the wake of Hurricane Zeta, Hurricane Ida, and two tornadoes. Each time, DRC was highly responsive and mobilized equipment and personnel immediately following these disaster events. DRC's ability to efficiently and effectively problem solve under pressure is unparalleled. Additionally, DRC's management personnel were in constant contact, keeping SBPG officials informed and up to date on the project underway. No matter the day or time, when we called, DRC answered.

Not only did DRC Emergency Services deliver on all of their contractual agreements, they also honored verbal commitments that were made to assist SBPG in delivering the highest quality service to our residents.

I would strongly consider choosing DRC Emergency Services as your disaster response contractor. Their professionalism, integrity, accountability, work ethic, and responsiveness are second to none. We've experienced excellence from DRC for the services rendered to St. Bernard. If you have any questions, please feel free to reach out.

Sincerely,

Ronald J. Alonzo, Jr.

ST. CHARLES PARISH

OFFICE OF THE PARISH PRESIDENT

MATTHEW JEWELL
PARISH PRESIDENT

JENNIFER CRISP
EXECUTIVE ASSISTANT

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

March 23, 2023

Dear Sir/Madam,

It is my pleasure to recommend DRC Emergency Services, LLC as a disaster response contractor. As the Parish President, I had the privilege of working with DRC on multiple occasions. When Hurricane Ida, a Category 4 storm, made landfall in Southeast Louisiana, DRC was already in the process of procuring and staging assets to aid in our recovery efforts.

DRC worked closely with Parish personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. They provided ROW debris removal, waterway debris removal, and logistics services simultaneously, which helped immensely during this difficult time. Moreover, DRC provided essential items such as pallets of water, toiletries, restroom/showers, fuel, and a 100-person emergency shelter which housed National Guard and St. Charles Parish employees. Through their logistic services, DRC gave hope to the community during a time of great need.

Over the past decade, St. Charles Parish has had the opportunity to work with DRC Emergency Services on multiple emergencies, including major hurricanes, a tornado, and a devastating flood from torrential rainfall. DRC has removed and disposed of over 1,443,000 cubic yards of debris in St. Charles Parish, demonstrating their commitment to serving the community. Through all of this, DRC has demonstrated their integrity and resilience in the face of disaster.

Based on my experience, I wholeheartedly endorse DRC Emergency Services, LLC as a disaster response contractor. Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance.

Sincerely,

Matthew L. Jewell
Parish President
St. Charles Parish

P.O. Box 302 • Hahnville, Louisiana 70057 • Phone: (985) 783-5000 • www.stcharlesparish.gov

OFFICE OF THE PARISH PRESIDENT
TERREBONNE PARISH CONSOLIDATED GOVERNMENT
P.O. Box 6097
HOUMA, LOUISIANA 70361-6097

GORDON E. DOVE
PARISH PRESIDENT

(985) 873-6401
FAX: (985) 873-6409
E-MAIL: gdove@tpcg.org

March 27, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern:

On behalf of Terrebonne Parish Consolidated Government, it is our pleasure to take this opportunity to commend DRC Emergency Services, LLC for their outstanding performance in response to Hurricane Ida.

On August 29, 2021, the destructive Category 4 Hurricane Ida made landfall in Southeast Louisiana devastating the community of Terrebonne Parish. Despite that many of DRC's personnel are Louisiana natives who were also affected by the storm, DRC sprang into action and began working immediately. DRC's team assessed the damage and made a plan that proved to be both safe and efficient. Having worked with DRC for over a decade, they utilized push routes, collection grids, and debris reduction/disposal sites that were previously established and successfully used in response to prior disaster events. To date, DRC has removed and disposed of over 3,500,000 cubic yards of debris in response to Hurricane Ida.

Having DRC on standby, we have come to expect the best. DRC's services are comprehensive. DRC has provided land-based debris removal, waterway debris removal, demolition, and logistic services to Terrebonne Parish. Additionally, DRC's attention to detail in the wake of tragedy is unmatched. Terrebonne Parish has called on DRC 6 times over the past 13 years and every time we are reminded why we choose them as our disaster response contractor.

We highly recommend DRC Emergency Services as a debris removal contractor. I am confident they provide the same level of excellence we have experienced to all the communities they serve.

Respectfully submitted,

Gordon E. Dove
Parish President

Cc: Earl Eues, Office of Emergency Preparedness

HORSHAM TOWNSHIP

WWW.HORSHAM.ORG

COUNCIL
MARK McCOUCH, PRESIDENT
W. WILLIAM WHITESIDE, III,
VICE PRESIDENT
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WILLIAM T. GILDEA-WALKER
TOWNSHIP MANAGER

DENNIS P. HAGGERTY JR
DIRECTOR OF ADMINISTRATION

March 8, 2022

DRC
110 Veterans Memorial Boulevard
Suite 515
Metairie, LA 70005

Dear Mr. Mehl,

On behalf of Horsham Township and Township Council, I would like to take this opportunity to thank you and your staff for the great work that DRC performed in Horsham Township after Hurricane IDA's destructive path made its way thought our community. In Horsham's history, never has a tornado touched down in our area, we were extremely appreciative of your prior experiences and the direction you provided to help organize such an enormous recovery.

Your dedication to our community was demonstrated when you listened to our recommendation to allow for local resources to be used. By establishing such procedures our efforts were more efficient and persistent during initial clean up. As quickly as the months have passed, we still see evidence of Hurricane IDA's devastation and hear from people still affected by its destruction, however we know that we are much better off having had your assistance during this life changing event. You executed a safe and effective debris removal program and responded to many different situations throughout the emergency.

I would like to give credit toward your preparedness, your personnel, and the equipment that delivered without incident. I hope that you know how much we appreciated what you did during such a chaotic time. Please accept our gratitude on behalf of myself, Horsham Township and Township Council. Again, thank you very much for the time, energy and resources that DRC contributed to our community.

Sincerely,

Dennis P. Haggerty Jr.
Horsham Township
Director of Administration



WINN PARISH POLICE JURY
P.O. Drawer 951, WINNFIELD, LOUISIANA 71483-0951
Phone (318) 628-5824 Fax (318) 628-7336
E-Mail: pj1admin@wppj.net
www.winnparishpolicejury.com

Joshua McAllister
President

Karen Tyler
Secretary-Treasurer

Kirk Miles
Vice-President

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Phillip Evans

District Two
Deionne Carpenter

District Three
Joshua McAllister

District Four
Tammy Griffin

District Five
Kirk Miles

District Six
Author Robinson

District Seven
Frank McLaren

May 11, 2021

Re: Letter of Reference-DRC Emergency Services

To Whom It May Concern;

On behalf of the Winn Parish Police Jury, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

On August 27, 2020, Hurricane Laura stormed through our rural community leaving a path of destruction and debris unlike any other disaster we have encountered. After careful consideration of several debris removal companies, Winn Parish contracted with DRC for debris removal services. Little did we know, but 6 weeks later Hurricane Delta hit Winn Parish on the heels of Hurricane Laura. What seemed like insurmountable odds, DRC came in and got us moving in the right direction with their knowledge and expertise during these times of disasters.

DRC was quick to respond and react and began work immediately. DRC's team worked with our administrative and road staff to begin identifying the known extent of damage inflicted by this disaster, learning our streets and roads so they could mobilize their significant fleet of trucks to begin staging for debris removal operations. DRC provided a Program Manager to oversee all operations along with other staff members to assist us in all aspects of the cleanup process.

The same level of responsiveness, coordination and resourcing on the part of DRC was present throughout the entirety of our debris removal and recovery effort. DRC assisted Winn Parish in keeping the citizens and other agencies informed of the debris process. DRC helped the Parish in applying for all necessary permits at debris sites. DRC was present throughout the entire debris removal and recovery effort, resulting in all submittals and invoicing being completed and submitted in a timely manner with has allowed the Parish to quickly process and submit records to FEMA for reimbursement.

The Winn Parish Police Jury contracted with DRC in the amount of $2,222,126 for debris removal services. These services consisted of the removal of vegetative debris, leaning trees, hazardous hanging limbs and stumps from over 700 miles of roads. DRC followed all guidelines and specifications in the contract and completed all work in a timely manner. If any problems or

concerns arose, DRC was only a phone call away and would immediately solve the issue. Winn Parish had a great working relationship with DRC during this contract and would contract with them again in the future without hesitation.

If you have any questions or need additional information, please do not hesitate to contact me or my office.

Sincerely,

Joshua McAllister
President
Winn Parish Police Jury

JM/kt

Olen Bean
Emergency Management Coordinator

Clif Kennedy
DRC Emergency Services
P: 504.482.2848 M: 713-715-8772
E: ckennedy@drcusa.com W: www.drcusa.com

DRC Emergency Services had contracted with Newton County for pre-disaster debris pickup before Hurricane Laura made landfall in Louisiana. Clif Kennedy and DRC representatives were on scene quickly to assess the damage and estimate how many yards of debris would need to be picked up. Newton County began the process of identifying TDMS locations throughout the County with DRC help. Newton County also discussed using local subcontractors, if possible, which DRC agreed to. Newton County debris was picked up by TXDOT contractor saving the county the 25% match for FEMA reimbursement. Even though Newton County did not activate their contract with DRC, communications between DRC and Newton County continued as debris was picked up. There was no disagreement with the contract, logic was to save Newton County millions of dollars for debris pickup. Newton County fully recommends DRC for disaster services.

Olen Bean
Newton County EMC

July 25, 2018

To Whom It May Concern,

On behalf of the City of Baton Rouge/Parish of East Baton Rouge's Department of Environmental Services, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

DRC has been a trusted partner of our City-Parish for years, including and especially during one of the most catastrophic and costly events in the history of our state and country. In August 2016, when the floodwaters of the Great Flood of 2016 (DR-4277) began rising and threatening to inflict damage on tens of thousands of homes in East Baton Rouge Parish, DRC was quick to respond and react to our activation of the company's debris removal contract. In the days that immediately followed, DRC's team worked side-by-side with our senior leadership team at our emergency operations center to begin identifying the known extent of damage inflicted by this disaster, preparing routes and maps for rapid deployment across our parish once it was safe to do so, and immediately mobilizing their significant fleet of trucks to begin staging for debris removal operations. Less than a week after floodwaters began to recede from our area, DRC's fleet began to conduct our first debris removal pass, targeting seven initial ZIP codes that were impacted by the flooding event. DRC subsequently expanded operations to include all impacted ZIP codes and remained active through their final pass conducted in August 2017.

Throughout this timeframe, DRC's team was responsive, proactive, and communicative regarding any needs our City-Parish agencies, elected officials, or residents had related to our debris removal program, going above and beyond to ensure the public was informed about program activities at all times. For example, beginning in mid-September 2016, DRC staff along with our debris monitoring firm team joined City-Parish leaders in providing televised updates on debris removal activities each morning – both for the day ahead as well as upcoming deadlines or issues related to the program. These segments were broadcast live by local news media, on our government access channel Metro 21, and through our City-Parish Facebook page via Facebook Live. These daily updates continued for nearly a month and a half, and DRC's team was integral in developing and sharing updates to be shared with our residents that kept them informed and aware of program activities.

This same level of responsiveness, coordination, and resourcing on the part of DRC was present throughout the entirety of our debris removal program and recovery effort, ultimately resulting in nearly 2 million cubic yards of debris collected and representing one of the largest and most complex flood debris removal efforts in the history of the U.S. DRC's ability to mobilize their fleet and respond to needs, or proactively anticipate them, was critical to our program's success – including rapid scaling of their fleet to nearly 200 trucks on the streets each day at the height of the program's activity and daily debris collection totals approaching 50,000 cubic yards. Our Mayor's Office, Councilmembers, my office, and other coordinating agencies took great comfort in the "on the ground" presence and access they had to DRC's team throughout this effort, and their commitment to the job until we fully addressed all the recovery needs of our residents was greatly appreciated.

I strongly recommend DRC as a qualified and capable debris removal contractor that I feel confident will provide the same level of service, dedication, and passion for your recovery and/or clean-up effort as they did here in East Baton Rouge Parish. Please don't hesitate to contact me if you have any questions.

Sincerely,

Adam M. Smith, PE
Chief of Wastewater Operations & Maintenance

222 Saint Louis Street, Baton Rouge, LA 70802

Office of the Lieutenant Governor
State of Louisiana

BILLY NUNGESSER
LIEUTENANT GOVERNOR

P.O. Box 44243
Baton Rouge, Louisiana 70804-4243
(225) 342-7009

July 31, 2018

To All Interested Parties:

It has been my unique pleasure to work with DRC Emergency Services, LLC on multiple occasions throughout my political career. Currently, DRC supports the Lieutenant Governors Association through active participation and an important sponsorship of the organization. It is through involvement like DRC's that we can both perpetuate the existence of our organization and gain unique perspective from a private sector partner.

During my tenure as Parish President of Plaquemines Parish, DRC was instrumental in our expedited recovery following Hurricane Katrina due to their exemplary work in the areas of debris collection, processing and disposal, canal de-siltation services, and waterway debris removal. Following the BP Oil Deepwater Horizon catastrophe, DRC designed and implemented oil collection and mitigation programs that covered over 100 miles of gulf coastline. Their innovated leadership in these areas were applauded by both BP Oil and top-ranking government officials, alike.

It is without reservation that I wholeheartedly endorse and recommend DRC Emergency Services, LLC to provide vital pre-disaster and post-disaster services to your government. DRC's management and field personnel have proven time and again to be the most informed and responsive in the area of disaster management services.

Please contact my office with any further questions relating to my experiences with this organization.

Sincerely,

Billy Nungesser
Lieutenant Governor

WHN/ls

May 22, 2023

DRC Emergency Services, LLC
111 Veterans Memorial Boulevard
Suite 401
Metairie, LA 70005

To Whom It May Concern,

On behalf of Manatee County, it is my pleasure to take this opportunity to recommend DRC Emergency Services, LLC as a disaster response contractor.

On September 29, 2022, the devastating Category 4 Hurricane Ian made landfall in southwest Florida doing considerable damage to the Manatee County community. DRC's response was immediate and effective. DRC worked with County personnel to assess damage, establish collection grids, permit emergency debris management sites, and determine the scope of work based on disaster impact. DRC simultaneously provided ROW debris removal, waterway debris removal, and logistics services in the wake of Hurricane Ian. Not only was DRC highly professional, they were personable and, through logistic services, gave hope to our community. DRC provided quick and effective debris clearance and removal services as well as a variety of logistical measures to help us respond to this disaster quickly. DRC's integrity and resilience in the face of destruction is unparalleled.

This was our first time using DRC Emergency Services and we were highly impressed. Manatee County used DRC to do our first push and quickly remove 591,000 cubic yards of debris.

DRC has proven they are committed to serving our community – which is what we value most. It is without reservation that I enthusiastically endorse DRC Emergency Services, LLC a disaster response contractor.

Respectfully,

Courtney De Pol

Digitally signed by Courtney De Pol
Date: 2023.05.22 12:10:27 -04'00'

Courtney De Pol
Deputy County Administrator
Manatee County Government

BRANDON DUBOIS
District 1, Montgomery, Louisiana

JOHNNY JAMISON
District 2, Colfax, Louisiana

CEPHAS BOWIE, JR.
District 3, Colfax, Louisiana

ARNOLD MURRELL
District 4, Colfax, Louisiana

Grant Parish Police Jury

200 Main Street - Courthouse Building
Colfax, Louisiana 71417
Telephone: 318-627-3157
Fax: 318-627-3527

MARK BALL
District 5, Bentley, Louisiana

WINSTON ROBERTS
District 6, Pollock, Louisiana

DAVID MERRELL
District 7, Dry Prong, Louisiana

DONALD G. ARNOLD
District 8, Georgetown, Louisiana

October 2, 2020

To Whom It May Concern,

On behalf of Grant Parish, it is my pleasure to submit this letter of recommendation for DRC Emergency Services.

In August of this year, Hurricane Laura impacted the lives of many Louisianans, unfortunately including Grant Parish. In response, we put out an emergency RFP for debris removal and disposal services and awarded DRC Emergency Services. The dedicated coordinators and leaders of DRC expeditiously mobilized the necessary resources in response to the immense debris removal and disposal task at hand.

This is our first time working with DRC and their services have exceeded our highest expectations. They exude a level of knowledge and expertise that simply inspires trust. To date, DRC has performed all work in a professional, efficient, and timely manner while treating the parish residents with the utmost respect and compassion.

DRC Emergency Services is indeed a rare find and I highly recommend them as an Emergency Management Contractor.

Respectfully,

Jessie Pace

Jessie Pace
Secretary/Treasurer
Parish Manager
Grant Parish Police Jury

RELEVANT WORK EXPERIENCE

2025	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
Texas Flood Events	**Texas:** Texas Division of Emergency Management in Travis County, Leander (City of), Jonestown (City of), McCullock County & Melvin (City of), Mason County & Mason (City of), Williamson County & Georgetown (City of), Kimble County, San Saba County & San Saba (City of), Burnett County & Burnett (City of), and Kendall County; Travis County, Austin (City of)	16	*2,056,041.00	*$54,845,913.32
Kentucky Flood Events	**Kentucky:** Laurel County, Floyd County, Knott County, Pike County, Coal Run (City of), Letcher County	8	*54,848.80	*$1,663,624.46
Fires	**California:** Orange County, Riverside County	N/A	TBD	*$7,367,300.00
Tornadoes	**Kentucky:** State of Kentucky **Mississippi:** Covington County **Missouri:** St. Louis County **Tennessee: USACE** - Hendersonville (Old Hickory), Tennessee Valley Authority (Partnership), Erwin (Town of) **Texas:** Navarro County	4	*123,386.56	* $1,971,263.86
Severe Weather Events	**Florida:** Broward County, Miami (City of), Pinellas County, Sarasota County **Louisiana:** Jefferson Parish, Iberville Parish, Lafayette, Tangipahoa Parish **Texas:** Jacinto City (City of), Austin (City of), Travis County **Virginia:** Virginia Department of Transportation **Missouri:** St. Louis County	*3	*37,012.40	*$997,932.61
2024	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
Hurricane Milton	**Florida:** Palm Coast, Sarasota County, Belleair (City of), Pasco County, Port Richey, Vero Beach, Sarasota (City of), Orlando (City of), Deland (City of), Kenneth City (City of), St. Lucie County, Pinellas County, Bradenton (City of), Lakeland (City of)	31	4,107,799.75	$109,729,801.17

Hurricane Helene	**Florida:** South Pasadena (City of), Madeira Beach (City of), Pasco County, Dunedin (City of), Largo (City of), Largo (City of), Bradenton (City of), Citrus County, Crystal River (City of), Indian Rocks Beach (City of), Longboat Key (City of), Pinellas County, Tavares (City of), Largo (City of) **Georgia:** Camden County, Georgia Department of Transportation - Districts 4 and 5, Kingsland (City of), Richmond Hill (City of), St. Marys (City of), **South Carolina:** South Carolina Department of Transportation	88	11,567,347.27	$549,985,797.84
Hurricane Francine	**Louisiana:** Ascension Parish, Donaldsville (City of), Lafourche Parish, Iberville Parish, Louisiana Department of Transportation - District 02 and 61, Morgan City (City of), St. Charles Parish, Terrebonne Parish	10	425,716.90	$6,635,483.15
South Fork and Salt Fires	**New Mexico:** New Mexico Department of Homeland Security and Emergency Management	N/A	592,366.57	$108,535,047.19
Hurricane Beryl	**Texas:** Counties of Brazoria, Harris, Matagorda, and Wharton; Cities of Bay City, Bellaire, Clute, Conroe, Dayton, East Bernard Humble, Jamaica Beach, Liberty, and Houston Memorial Park	22	2,046,738.22	$32,296,761.34
Severe Weather Events	**Alabama:** Dauphin Island (Town of) **Florida**: Jackson County, Florida A&M University **Louisiana:** Louisiana Department of Transportation- District 07, Lafourche Parish, Tangipahoa Parish, East Baton Rouge Parish, Iberville Parish, Lafayette Parish, Pointe Coupee Parish, Baker (City of) **Texas:** City of Houston and Harris County	9	1,359,664.29	$32,649,110.83

2023	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
Severe Weather Events & Maintenance Contracts	**Alabama:** Dauphin Island (Town of), City of Enterprise **Florida**: City of Hollywood, Manatee County, City of Pembroke Park, Sarasota County	1	1,048,139	$25,071,085

	Louisiana: East Baton Rouge Parish/City of Baton Rouge, Cameron Parish Police Jury, City of Lake Charles **Tennessee**: City of Lakeland **Texas:** City of Austin, City of Houston, City of Lakeway, City of Tyler, Republic Services, Harris County, TX Flood Control District			
Oregon & Gray Road Fires	**Washington:** State of Washington (Spokane County)	N/A	N/A	$1,590,213
Hawaii Fires	**Hawaii:** Maui	N/A	N/A	$21,238,681
Tornadoes	**Alabama:** City of Selma, AL Department of Transportation – Dallas County **Arkansas:** City of Little Rock **Mississippi:** City of Moss Point, Monroe County **Oklahoma:** City of Shawnee, Pottawatomie County	7	1,391,475	$19,941,646
Hurricane Idalia	**Georgia:** Georgia Department of Transportation – Chatham County **Florida**: Citrus County, City of Crystal River, City of New Port Richey, Florida A&M University, FDOT District 2 (Chiefland, Gainesville, Lake City, Perry, St. Augustine)	5	37,748	$1,194,096
2022	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
Severe Weather Events & Maintenance Contracts	**Florida:** Manatee County **Louisiana:** Pointe Coupee Parish, City of Monroe, East Baton Rouge Parish/City of Baton Rouge **North Carolina:** City of Greenville **South Carolina:** South Carolina Department of Transportation – Jasper **Tennessee:** City of Lakeland **Texas:** City of Houston, Atascocita Community Improvement Association (Houston, TX), City of Austin **Virginia:** City of Richmond	N/A	238,595	$22,959,139
Flooding	**Colorado:** Larimer County **Missouri:** City of St. Charles, County of St. Charles	N/A	17,606	$1,862,050
Tornadoes	**Louisiana:** St. Charles Parish, St. Bernard Parish	1	78,428	$864,621

Hurricanes Ian & Nicole	**Florida:** City of Bradenton, City of Debary, City of Deland, City of Daytona Beach, Florida Department of Emergency Management, Florida Department of Environmental Protection, FL Department of Transportation Districts 1, 2, & 5, City of Lakeland, School District of Lee County, Town of Longboat Key, City of Maitland, Manatee County, Sarasota County, The School Board of Sarasota County, City of St. Augustine, Moffitt Services, City of St. Augustine, City of Hollywood	21	4,998,953	$351,628,392
2021	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
Severe Weather Events & Maintenance	**Alabama:** State of Alabama Department of Conservation and Natural Resources, City of Mobile **Florida:** Pinellas County **Louisiana**: Ascension Parish, East Baton Rouge Parish/City of Baton Rouge, City of Central **Texas:** TxDOT Brazoria County, City of Houston, City of Austin, City of Dallas, Harris County, Texas Republic Services, Galveston County, City of Galveston	3	442,111	$18,180,716
Hurricane Ida	**Alabama:** Town of Dauphin Island **Louisiana:** Abita Springs, Ascension Parish, Assumption Parish, Baker, Bayou Lafourche Freshwater District, Central, Donaldsonville, East Baton Rouge Parish/City of Baton Rouge, Town of Gramercy, Iberville Parish, Jefferson Parish, LADOTD 61, LADOTD 62, LADOTD 02, Lafourche Parish, Lafourche School District, Town of Lutcher, Village of Napoleonville, Pointe Coupee Parish, Port Fourchon, Sorrento, Southeast Flood Protection Authority, St. Charles Parish, St. Bernard Parish, St. James Parish, St. Tammany Parish, Tangipahoa Parish, Terrebonne Parish, Governor's Office of Homeland Security, City of Kenner, Jefferson Parish Sheriff's Office **Florida:** FDOT District 2 **Pennsylvania:** Montgomery County	90	18,020,450.23	$334,826,604.70

Tornadoes	**Alabama:** Calhoun County, Shelby County, Randolph County – ACCA **Georgia:** Coweta County **Kentucky:** City of Mayfield, USACE – Graves County	4	827,146	$21,477,531
Tropical Storm Nicholas	**Texas:** City of Bay City, TX Department of Transportation, Matagorda County	2	30,236	$587,231
Marshall Fires	**Colorado:** Boulder County	N/A	N/A	$27,116,548
2020	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
2020 California Wildfires	**California:** CalRecycle (Fresno County, Los Angeles County, Madera County, Mono County, Tulare County)	N/A	201,200.00	$81,861,575.10
Hurricane Zeta	**Alabama:** Alabama DOT, Clarke County, Dauphin Island, Mobile, Mobile County, Selma, Washington County **Georgia:** Forsyth County **Louisiana:** New Orleans, Slidell, St, Charles Parish, St. Bernard Parish, Terrebonne Parish, Jefferson Parish, Plaquemines Parish **Mississippi:** Lucedale, Moss Point, Stone County	34	1,802,022	$32,680,711
Hurricane Delta	**Louisiana:** Acadia Parish, Baker, Central, East Baton Rouge Parish, Lafayette Parish, Pointe Coupee Parish, St. Landry Parish, West Feliciana Parish	6	560,939	$7,034,400
Hurricane Sally	**Alabama:** Dauphin Island, Mobile, Mobile County, Pritchard, Semmes **Florida:** Gulf Breeze, Mary Esther, Niceville	10	840,327	$15,097,451
Hurricane Laura	**Louisiana:** Acadia Parish, Crowley, Grant Parish, Jefferson County Drainage District, Jefferson Davis Parish, Lafayette Parish, Natchitoches, Natchitoches Parish, Ouachita Parish , Vernon Parish, Winn Parish **Texas:** Matagorda County	24	2,530,839	$36,477,281
Hurricane Isaias	**Florida:** Deland, **North Carolina:** City of Wilmington	2	237,497	$2,744,713
Babb Road Wildfire	**Washington:** Washington State Emergency Management Division	N/A	17,519	$3,896,376

2019	ACTIVATIONS	TEMPORARY SITES	CUBIC YARDAGE	CONTRACT VALUE
2019 Hurricane Season	**Louisiana**: Assumption Parish, Pointe Coupee Parish, Terrebonne Parish, Lafayette Parish, Central, East Baton Rouge Parish/City of Baton Rouge **Florida:** City of Miami Beach **North Carolina:** Town of Pine Knoll Shores, Wilmington, Pender County **Texas:** Jefferson County, City of Liberty, Nederland, and Houston	7	390,713	$5,880,537
2018	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
Hurricane Michael	**Florida:** Holmes County, Jackson County, Florida Department of Transportation, Tyndall Air Force Base, NSA Panama City **Georgia:** Colquitt	33	5,845,393	$99,240,250
Hurricane Florence	**North Carolina:** Pender County, Wilmington, Havelock, Burgaw, Pine Knoll Shores, Surf City, Topsail Beach, Pamlico County, New Hanover County, Greene County, Southport, Jones County, and Sampson County, Camp Lejune	31	2,450,485	$66,173,873
Alabama Tornado Outbreaks	**Alabama:** Calhoun County, St. Clair County, and the City of Jacksonville	2	350,881	$5,009,976.14
2017	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
Hurricane Harvey	**Texas:** Texas GLO, Waller County, Harris County, Jefferson County, Port of Corpus Christi, Cities of Aransas Pass, Groves, Cleveland, Bellaire, Humble, Nederland, Port Aransas, Houston, Jacinto, Port Arthur, Piney Point Village, Port Neches, and Texas City	16	4,283,624	$124,470,804
Hurricane Irma	**Florida:** Florida Department of Transportation, Florida Department of Environmental Protection, Monroe County, Citrus County, Miami-Dade County, Coconut Creek, Cutler Bay, Daytona Beach, Debary, Deland, Fernandina, Ft. Lauderdale, Indian Creek Village, Inverness, Largo, Miami, North Miami, North Miami Beach, Surfside, Orange City, Orlando, Palm Beach Gardens, Pembroke Pines, Redington Beach, and St. Augustine	30	3,692,035	$45,093,237

	Georgia: Brunswick			
Hurricane Maria	**Puerto Rico:** Department of Transportation and Public Works, Puerto Rico's Department of Parks and Recreation	13	1,139,212	$82,088,685
2016	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
Winter Storm Jonas	**Maryland:** Maryland Department of General Services, State of Maryland, Prince Georges County and City of Baltimore **Virginia:** Loudoun County	N/A	N/A	$1,002,792
Multiple Severe weather events and flooding	**Texas:** Harris County, Houston, Texas DOT **Louisiana:** East Baton Rouge parish, Ascension Parish, Tangipahoa Parish, Lafayette Parish, St. Martin Parish, City of Baker, Assumption Parish, Iberville Parish, City of St. Gabriel,	5	2,800,000.00	$50,000,000
Hurricane Hermine	**Florida:** Citrus County, Leon County	N/A	209,941	$1,792,096
Hurricane Matthew	**Florida:** Daytona Beach, Ormond Beach, Deland, Orange City, St. Augustine, Sebastian **North Carolina:** New Hanover County, Pender County, Hyde County, Greene County, City of Wilmington, City of North Topsail Beach **Georgia:** Georgia Department of Transportation	14	878,856	$13,749,773
2015	**ACTIVATIONS**	**TEMPORARY SITES**	**CUBIC YARDAGE**	**CONTRACT VALUE**
2015 Severe Weather Events & Maintenance Contracts	**Alabama:** AL Department of Transportation – District 2 **Louisiana:** East Baton Rouge Housing Authority, Ascension Parish **Mississippi:** Jackson County **Missouri:** St. Louis County **Texas:** Ethyl Road Industrial Park, Castlerock Communities, City of Corpus Christi, New Caney Defined Benefits Area MUD within the City of Houston ETJ in Montogomery County, Harris County	N/A	165,977	$4,182,498
Texas Flood Event	**Texas:** Texas Department of Transportation, City of Houston, and City of Bellaire	N/A	238,463	$2,039,329
Louisiana Storm Event	**Louisiana:** East Baton Rouge Parish and Ascension Parish	N/A	135,977	$815,867

5 YEAR PAST PERFORMANCE

2025

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
11/5/2025	Ongoing	Miami (City of)	Marine Stadium Floating Dock Repair	TBD	TBD
10/2/2025	Ongoing	TDEM - Menard County/City	July 2025 Flooding	$6,058,749.86*	120,627.35
TBD	Ongoing	State of NM Spring Floods	Spring 2025 PPDR and Erosion Control	TBD	TBD
8/25/2025	Ongoing	TDEM - Travis County	July 2025 Flooding	$9,199,744.04*	179,952.20
9/9/2025	Ongoing	TDEM - City of Leander	July 2025 Flooding	$3,110,196.60*	60,875.65
9/3/2025	Ongoing	TDEM - City of Jonestown	July 2025 Flooding	$912,716.45*	17,813.60
10/15/2025	Ongoing	TDEM - Mason County and City	July 2025 Flooding	$4,580,134.76*	96,528.70
9/9/2025	Ongoing	TDEM - Williamson County & City of Georgetown	July 2025 Flooding	$21,280,923.12*	420,347.75
9/9/2025	Ongoing	TDEM - Kimble County	July 2025 Flooding	$9,648,824.86*	181,021.95
8/25/2025	Ongoing	TDEM - San Saba County and City	July 2025 Flooding	$69,341.07*	164.45
8/16/2025	Ongoing	TDEM - Burnett County and City	July 2025 Flooding	$30,845,390.42*	606,121.45
10/15/2025	Ongoing	TDEM - McCulloch County/City of Melvin	July 2025 Flooding	$7,862,000.97*	156,237.75
7/30/2025	8/29/2025	Sarasota County, FL	Waterways & Drainage Debris Removal	$565,219.61	TBD
8/15/2025	8/15/2025	Iberville Parish, LA	Bulk Waste Collection 2025	TBD	TBD

10/14/2025	Ongoing	Pinellas County, FL	Waterway Debris Removal	$296,304.74	4,958.29
7/1/2025	9/15/2025	Travis County, TX	Post Disaster Debris Removal and Disposal Services	$4,100,618.38*	121,872.00
7/29/2025	7/29/2025	St. Louis County, MO	Tornado Debris Removal	$41,500.00	Lump Sum
7/31/2025	Ongoing	TDEM - Kendall County	July 2025 Flooding	$12,881,597.86*	252,097.70
7/16/2025	7/16/2025	Republic Services - Dallas	Severe Weather	$25,940.00	Lump Sum
6/3/2025	6/28/2025	Austin (City of), TX	2025 May Flood	$266,138.82	32,298.40
6/16/2025	6/30/2025	State of KY	2025 April Tornadoes	$399,790.36*	31,453.00
6/1/2025	7/18/2025	Laurel County, KY	2025 February Flood DR-4860	$501,371.11	31,574.00
5/28/2025	10/14/2025	Covington County, MS	2025 March Tornado	$879,742.39	60,339.60
4/1/2025	4/1/2025	Erwin (Town Of), TN	Flood Debris Activation	TBD	TBD
4/12/2025	5/2/2025	Floyd County, KY	February 2025 Flood Event DR-4860	$13,094.81*	208.80
4/10/2025	5/31/2025	Tangipahoa Parish, LA	Hurricane Ida Demolitions	$153,464.63	6,143.50
4/1/2025	5/15/2025	Knott County, KY	February 2025 Flood Event DR-4860	$176,006.79	3,862.00
3/31/2025	Ongoing	Orange County, CA	Airport Fire	7,367,300.00*	Per APN
3/16/2025	6/15/2025	Letcher County, KY	February 2025 Flood Event DR-4860	$1,073,028.56*	22,516.00
3/6/2025	5/20/2025	Navarro County, TX	2025 Tornado	$148,860.00	Hourly
3/1/2025	6/15/2025	Pike County, KY	February 2025 Flood Event DR-4860	$310,643.62*	21,710.00
3/1/2025	5/31/2025	Coal Run, KY	February 2025 Flood Event DR-4860	$90,850.68*	6,552.00

7/9/2025	Ongoing	State of New Mexico ROW	Wildfires and floods	$3,198,923.76*	31,050.54
2/17/2025	3/11/2025	Jacinto City (City of), TX	February 2025 Flood Event DR-4860	$83,582.68	4,714.00
1/21/2025	1/24/2025	Lafayette, LA	Disaster Debris Removal	$52,220.00	Hourly
1/21/2025	1/21/2025	Jefferson Parish, LA	Logistics	$15,925.49	Logistics
1/17/2025	1/23/2025	Tangipahoa Parish	Logistics	$17,187.49	Logistics
1/7/2025	Ongoing	USACE - Hendersonville, TN (Old Hickory Lake)	Old Hickory Tornado Recovery Debris Removal Project, Hendersonville, TN	$4,543,532.53*	Lump Sum
1/6/2025	7/8/2025	State of New Mexico Private Property Debris Removal and Erosion Control Services	PPDR and Erosion Control Services	$40,851,944.15*	276,239.81
1/18/2025	8/28/2025	Tennessee Emergency Management Agency (Subcontractor)	TN SWC Debris Removal Services Hurricane Helene DR-4832	$343,162,348.64*	3,466,350.47

2024

START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/16/2024	2/28/2025	Largo (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$1,794,978.05	67,513.35
12/10/2024	1/2/2025	Tavares (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$50,410.40	0.00
11/16/2024	3/15/2025	State of Virginia Department of Emergency Management - VDEM	Hurricane Helene - Disaster Debris Removal DR-4831	$5,733,976.00*	72,747.00

11/16/2024	1/10/2025	South Pasadena (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$11,406.55	692.20
11/16/2024	2/3/2025	Indian Rocks Beach (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$400,847.89	13,626.65
10/18/2024	3/30/2025	Tennessee Department of Transportation (Subcontractor)	Hurricane Helene - Disaster Debris Removal DR-4832	$28,339,501.11*	524,892.33
10/30/2024	11/2/2024	Palm Beach County Schools	Hurricane Milton - Disaster Debris Removal DR-4834	$4,700.00	376.00
10/24/2024	12/27/2024	Palm Coast (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$199,931.27	10,032.65
10/22/2024	12/20/2024	Sarasota (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$2,397,274.25	159,125.80
10/22/2024	12/20/2024	Sarasota County, FL	Hurricane Milton - Disaster Debris Removal & Logistics DR-4834	$1,734,841.20	Logistics
10/19/2024	11/2/2024	Belleair (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$294,868.10	11,635.00
10/18/2024	10/27/2024	Pasco County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$90,068.90	3,851.35
10/17/2024	10/27/2024	Port Richey (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$112,250.54	8,465.35
10/17/2024	12/13/2024	Vero Beach (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$884,369.36	66,682.00
10/17/2024	1/10/2025	South Pasadena (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$595,063.75	25,668.85

10/16/2024	12/31/2024	Orlando (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$45,308.06*	3,676.00
10/16/2024	1/10/2025	Madeira Beach (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$3,284,236.71	139,256.35
10/15/2024	12/13/2025	Deland (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$339,436.14*	17,132.00
10/15/2024	2/13/2025	Kenneth City (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$206,732.96*	8,682.50
10/15/2024	4/30/2025	Pinellas County, FL	Hurricane Helene - Disaster Debris Removal DR-4828	$1,512,769.74	3,830.85
10/15/2024	3/13/2025	Bacon County, GA	Hurricane Helene - Disaster Debris Removal DR-4830	$19,634,457.25*	1,254,955.32
10/14/2024	12/19/2024	Bradenton (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$1,623,006.71	60,004.75
10/14/2024	3/2/2025	Manatee County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$61,451,722.12*	2,514,216.45
10/14/2024	1/17/2025	St. Lucie County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$3,199,582.31	172,191.30
10/11/2024	10/14/2024	Madeira Beach (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$88,075.00	Hourly
10/10/2024	4/16/2025	Pinellas County, FL	Hurricane Milton - Disaster Debris Removal DR-4834	$27,095,338.92	605,150.05
10/8/2024	10/11/2024	Florida Department of Transportation - District 1	Hurricane Milton - Disaster Debris Removal DR-4834	$145,175.25	Hourly

10/8/2024	10/10/2024	Florida Department of Transportation - District 2	Hurricane Milton - Disaster Debris Removal DR-4834	$146,250.00	Hourly
10/8/2024	9/8/2025	Spartanburg County, SC	Hurricane Helene - Disaster Debris Removal DR-4830	$24,517,920.09*	1,414,369.10
10/8/2024	4/15/2025	Georgia Department of Transportation - Districts 2, 4, & 5	Hurricane Helene - Disaster Debris Removal DR-4830	$86,873,352.99	4,082,172.90
10/8/2024	10/10/2024	Florida Department of Transportation - District 2	Hurricane Helene - Emergency Cut and Toss DR-4828	$191,250.00	Hourly
10/6/2024	10/17/2024	Pasco County, FL	Hurricane Helene - Disaster Debris Removal DR-4828	$50,984.04	3,844.95
10/5/2024	10/7/2024	Dunedin (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$10,598.40	1,380.00
10/5/2024	1/29/2025	Largo (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$72,449.25	1,832.90
10/4/2024	10/7/2024	Bradenton (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$33,392.15	1,392.50
10/4/2024	10/11/2024	Citrus County, FL	Hurricane Helene - Disaster Debris Removal DR-4828	$53,891.14	3,260.00
10/4/2024	10/7/2024	Crystal River (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$20,385.13	1,610.20
10/4/2024	2/3/2025	Indian Rocks Beach (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$19,168.95	1,115.65
10/4/2024	10/18/2024	Kingsland (City of), GA	Hurricane Helene - Disaster Debris Removal DR-4830	$76,649.05	4,328.40

10/3/2024	2/9/2025	Longboat Key (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$1,201,775.04	31,823.30
10/3/2024	2/9/2025	Longboat Key (City of), FL	Hurricane Helene - Disaster Debris Removal DR-4828	$864,998.30	31,823.30
10/2/2024	10/24/2024	Camden County, GA	Hurricane Helene - Disaster Debris Removal DR-4830	$103,174.34	7,125.30
10/1/2024	1/15/2025	Lakeland (City of), FL	Hurricane Milton - Disaster Debris Removal DR-4834	$3,262,350.30	138,835.00
10/1/2024	5/31/2025	South Carolina Department of Transportation	Hurricane Helene - Disaster Debris Removal DR-4829	$17,543,545.12	901,897.00
10/1/2024	10/31/2024	St. Mary's (City of), GA	Hurricane Helene - Disaster Debris Removal DR-4830	$265,284.55	17,510.10
10/1/2024	10/1/2024	Napoleonville, Village of, LA	Hurricane Francine - Disaster Debris Removal DR-4817	$10,000.00	Lump Sum
10/1/2024	10/14/2024	Louisiana Department of Transportation - District 61	Hurricane Francine - Disaster Debris Removal DR-4817	$447,757.02	26,693.60
9/27/2024	11/15/2024	Assumption Parish, LA	Hurricane Francine - Disaster Debris Removal DR-4817	$118,539.09	13,248.20
9/25/2024	9/27/2024	Florida Department of Transportation - District 02	Hurricane Debby - Cut and Toss	$306,500.00	Hourly
9/23/2024	10/25/2024	Louisiana Department of Transportation - District 02	Hurricane Francine - Disaster Debris Removal DR-4817	$925,777.40	53,161.15
9/23/2024	11/7/2024	Ascension Parish, LA	Hurricane Francine - Disaster Debris Removal DR-4817	$140,400.50	14,534.15

9/16/2024	10/15/2024	East Baton Rouge/City of Baton Rouge	Hurricane Francine - Disaster Debris Removal DR-4817	$458,212.50	Hourly
9/16/2024	10/31/2024	Lafourche Parish, LA	Hurricane Francine - Disaster Debris Removal DR-4817	$397,900.39	34,124.90
9/15/2024	10/11/2024	Morgan City (City of)	Hurricane Francine - Disaster Debris Removal & Logistic Support DR-4817	$545,989.24	34,950.00
9/12/2024	10/3/2024	Terrebonne Parish, LA	Hurricane Francine - Disaster Debris Removal & Logistic Support DR-4817	$2,671,530.03	219,706.00
9/7/2024	9/18/2024	Iberville Parish	Hurricane Francine - Disaster Debris Removal DR-4817	$16,902.50	Hourly
9/7/2024	9/18/2024	Holiday Lakes (Town of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$152,115.87	11,335.90
9/5/2024	9/20/2024	ALDOT- Guntersville Area	June Weather Event	$91,748.00	7,601.60
8/22/2024	9/10/2024	City of Richmond Hill, GA	Hurricane Helene - Disaster Debris Removal DR-4830	$59,613.77	7,584.45
10/3/2024	11/15/2024	Richmond Hill (City of), GA	Hurricane Debby - Disaster Debris Removal	$180,014.11	13,127.25
8/14/2024	9/5/2024	Bradenton (City of), FL	Hurricane Debby - Disaster Debris Removal	$58,290.11	6,014.75
8/12/2024	8/23/2024	TxDOT - Jefferson County	Hurricane Beryl - Disaster Debris Reduction and Haul Out DR-4798	TBD	TBD
8/12/2024	8/23/2024	Jasper County, TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$40,395.00	Hourly
7/29/2024	1/6/2025	State of New Mexico	Private Property Debris Removal and Erosion Control Services - DR-4795-NM	$66,624,322.88*	160,715.53

7/19/2024	9/5/2024	Dayton (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$64,605.79	6,226.61
7/18/2024	8/31/2024	Bellaire (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$406,452.18	29,565.75
7/18/2024	9/23/2024	Conroe (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$762,484.20	46,695.57
7/16/2024	9/3/2024	Clute (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$1,012,433.82	78,039.20
7/15/2024	9/18/2024	East Bernard (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$15,642.54	1,152.00
7/15/2024	9/30/2024	Brazoria County, TX	Hurricane Beryl - Disaster Debris Removal & Logistic Support DR-4798	$4,993,176.26	322,588.30
7/15/2024	9/30/2024	Wharton County, TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$410,572.82	29,702.00
7/15/2024	8/15/2024	Humble (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$396,342.67	26,494.05
7/15/2024	8/31/2024	Liberty (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$187,053.07	11,791.30
7/13/2024	8/31/2024	Bay City (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$416,702.58	40,466.00
7/13/2024	9/4/2024	Matagorda County, TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$762,196.61	66,180.00
7/13/2024	7/30/2024	Montgomery County, TX	Hurricane Beryl - Logistic Support DR-4798	$36,000.00	Logistics
7/12/2024	12/20/2024	Beauregard Parish, LA	Tree Removal	$42,822.05	779.17
7/10/2024	8/29/2024	Jamaica Beach (City of), TX	Hurricane Beryl - Logistic Support DR-4798	$52,114.23	Logistics
7/10/2024	10/15/2024	San Leon (City of), TX	Hurricane Beryl - Logistic Support DR-4798	$89,137.11	Logistics
7/9/2024	11/13/2024	Houston (the City of), Texas	Hurricane Beryl - Disaster Debris Removal DR-4798	$15,651,850.94	953,699.00
7/9/2024	10/9/2024	Harris County, Texas	Hurricane Beryl - Disaster Debris Removal DR-4798	$6,657,690.15	417,661.45

6/26/2024	7/2/2024	Jamaica Beach (City of), TX	Hurricane Beryl - Disaster Debris Removal DR-4798	$17,640.00	Hourly
6/19/2024	6/21/2024	Hallandale Beach, FL	Severe Weather Event of June, 2024	$18,900.00	Hourly
6/19/2024	8/14/2024	Waller County, TX	Severe Weather Event - May Derecho	$313,772.50	Hourly
6/17/2024	6/27/2024	Vermillion Parish, LA	Severe Weather Event of May, 2024	$349,366.60	43,885.47
6/5/2024	7/16/2024	Houston Memorial Park	Severe Weather Event - May Derecho & Hurricane Beryl DR-4798	$10,400.00	Lump Sum
6/4/2024	6/8/2024	Baker, City of, LA	Severe Weather Event of May, 2024	$29,362.50	Hourly
6/3/2024	7/13/2024	Lafayette Parish, LA	Severe Weather Event of May, 2024	$732,126.73	45,785.80
5/24/2024	8/25/2024	Houston (the City of), Texas	Severe Weather Event - May Derecho	$10,357,686.88	648,295.00
5/20/2024	9/10/2024	Harris County, Texas	Severe Weather Event - May Derecho	$6,013,215.44	394,607.05
5/20/2024	6/3/2024	Iberville Parish, LA	Severe Weather Event of May, 2024	$83,600.00	Hourly
5/11/2024	5/12/2024	Florida A&M University	Debris Removal in Response to May Tornado	$99,800.00	Hourly
5/1/2024	6/26/2024	Lafourche Parish, LA	Specialty Demolition Project in Response to Hurricane Ida	$190,796.75	3,617.00
4/26/2024	6/6/2024	Pointe Coupee Parish, LA	Bulk Waste Removal	$66,375.00	Hourly
4/22/2024	8/15/2024	Louisiana Department of Transportation - District 07	Contingency Contract for Disaster Debris Removal - Hurricane Laura	$776,077.18	18,963.00
1/29/2024	Ongoing	East Baton Rouge Parish/City of Baton Rouge	Blight Reduction Services	2,911,500.00*	Hourly

1/18/2024	3/11/2024	Jackson County, FL	Debris Removal and Disposal Services	$753,405.79	70,472.00
1/10/2024	1/26/2024	Town of Dauphin Island, AL	Contract for Sand	$44,450.00	Hourly
1/2/2024	3/28/2024	State of Washington	Debris Cleanup Services - Spokane, WA - Oregon & Gray Fires	$1,590,213.96	Hourly

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START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/4/2023	1/30/2024	Georgia Department of Transportation - Chatham County	Reduction and Haul Out in response to Hurricane Idalia DR-4738-GA	$183,545.00	Lump Sum
12/4/2023	12/12/2023	Harris County, TX Flood Control District	Bender Road Vegetation Reduction	$120,807.24	Lump Sum
11/16/2023	11/18/2023	Hollywood (City of), FL	Beach Sand Removal	$44,385.00	Hourly
10/21/2023	10/21/2023	City of Pembroke Park, FL	Dead Fish Removal and Disposal Services	$5,000.00	Hourly
10/16/2023	1/26/2024	Dawson Solutions, LLC	Maui Wildfires - Environmental Assessment Project DR-4724	$21,238,681.02	Hourly
9/13/2023	3/7/2024	Louisiana Department of Transportation - District 62	Hazardous Tree Removal and Disposal in response to Hurricane Ida - DR-4611	$1,234,916.48	25,968.00
9/11/2023	9/21/2023	City of New Port Richey, FL	Disaster Recovery and Debris Removal Services - DR-4734	$9,558.44	1,213.00
9/6/2023	9/14/2023	Town of Dauphin Island, AL	Contract for Sand	$34,912.50	Hourly

9/6/2023	10/21/2023	City of Crystal River, FL	Emergency Debris Management Services - DR-4734	$177,452.54	11,411.60
9/5/2023	10/23/2023	Citrus County, FL	Emergency Debris Management Services - DR-4734	$394,586.09	25,123.70
8/31/2023	8/31/2023	Florida A&M University	Emergency Debris Management Services - DR-4734	$6,986.00	Hourly
8/30/2023	8/31/2023	Florida Department of Transportation - District 2 Lake City Maintenance	Hurricane Idalia Cut and Toss - DR-4734	$56,012.50	Hourly
8/30/2023	8/31/2023	Florida Department of Transportation - District 2 Chiefland Maintenance	Hurricane Idalia Cut and Toss - DR-4734	$102,081.25	Hourly
8/29/2023	8/31/2023	Florida Department of Transportation - District 2 Gainesville Maintenance	Hurricane Idalia Cut and Toss - DR-4734	$96,450.00	Hourly
8/29/2023	8/29/2023	Florida Department of Transportation - District 2 Perry Maintenance	Hurricane Idalia Cut and Toss - DR-4734	$117,425.00	Hourly
8/29/2023	8/30/2023	Florida Department of Transportation - District 2 St. Augustine Maintenance	Hurricane Idalia Cut and Toss - DR-4734	$50,000.00	Hourly
8/21/2023	9/14/2023	East Baton Rouge Parish/City of Baton Rouge	Blight Reduction Services	$52,250.00	Hourly
8/7/2023	10/12/2023	East Baton Rouge Parish/City of Baton Rouge	Contract for Debris Removal Assistance	$189,263.93	11,843.80
7/22/2023	8/7/2023	City of Enterprise, AL	Bulk Waste and Brush Removal	$65,000.00	Hourly
7/11/2023	8/8/2023	City of Lakeland, TN	Emergency Debris Removal Services	$241,575.73	25,421.30

6/26/2023	12/21/2023	City of Moss Point, MS	Contract for Debris Removal Assistance	$548,329.45	36,645.89
6/23/2023	7/12/2023	Harris County, TX	Disaster Debris Removal and Disposal	$539,066.34	43,253.50
6/9/2023	1/31/2024	City of Shawnee, OK	Debris Removal Services - April 2023 Tornado - DR-4706-OK	$1,040,755.99	49,632.20
6/2/2023	7/27/2023	Cameron Parish Police Jury	Private Property Debris Removal Program - Batch 1	$87,500.00	Per APN
5/24/2023	6/10/2023	Republic Services	Contract for Bulky Waste Removal	$131,492.50	n/a
5/22/2023	3/1/2024	City of Houston, TX	Mechanical and/or hydraulic dredging of sand and sediment from public waterways	$6,153,335.55	192,070.25
5/16/2023	10/23/2023	City of Selma, AL	Debris Removal Services - DR-4684	$2,634,828.54	156,345.09
5/8/2023	7/1/2023	Sarasota County, FL	Biological Marine Debris Collection and Disposal Services	$35,704.79	Hourly
4/29/2023	6/9/2023	Shawnee (City of), OK - State Contract	Debris Removal Services - April 2023 Tornado - DR-4706-OK	$3,520,080.99	235,416.30
4/20/2023	6/14/2024	Little Rock (City of), AR	2023 Tornado Removal and Disposal of Storm Debris - DR-4748-AR	$7,106,147.08	494,840.45
4/13/2023	9/14/2023	Monroe County, MS	Contract for Tornado Debris and Removal Services - DR-4727-MS	$1,450,766.49	128,502.60
3/13/2023	4/12/2023	Pottawatomie County, OK	February 2023 Tornado-Debris Removal	$18,621.49	Tonnage
3/7/2023	3/8/2023	Manatee County, FL	Red Tide-Fish Kill	$26,483.00	Hourly
2/27/2023	4/1/2024	City of Houston, TX	Heavy Trash, Bulk, and Junk Waste Collection Services	$7,391,566.57	Tonnage & CY Combined

2/22/2023	4/14/2023	City of Tyler, TX	Bulk Waste & Brush Services - Winter Storm Mara - DR-4705-TX	$296,730.00	Hourly
2/12/2023	4/4/2023	City of Lakeway, TX	Bulk Waste & Brush Services - Winter Storm Mara - DR-4705-TX	$694,710.00	Hourly
2/6/2023	4/15/2023	City of Austin, TX	Winter Storm Mara - Disaster Debris Removal - DR-4705-TX	$8,587,852.75	661,060.65
1/26/2023	3/24/2023	City of Lake Charles, LA - Batch 3	Private Property Debris Removal Program - Hurricane Laura	$193,450.00	Per APN
1/23/2023	3/24/2023	City of Lake Charles, LA - Batch 7	Private Property Debris Removal Program - Hurricane Laura	$180,000.00	Per APN
1/16/2023	3/31/2023	Alabama Department of Transportation - Dallas County	Dallas County Tornado - DR-4684	$3,874,233.70	297,397.80

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START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/20/2022	2/10/2023	St. Charles Parish, LA	Winter Tornado Debris Removal	$97,343.44	11,560.98
12/19/2022	2/18/2023	St. Bernard Parish, LA	Winter Tornado Debris Removal	$168,914.02	15,742.22
12/12/2022	12/12/2022	Manatee County, FL	Red Tide-Fish Kill	$13,495.00	Hourly
11/18/2022	12/16/2022	City of St. Augustine, FL	Hurricane Nicole – Debris Removal	$24,196.37	2,577.20
11/12/2022	10/11/2023	Florida Department of Environmental Protection - JV (sub)	Waterway Debris Removal – Hurricane Ian DR-4673	$244,384,648.42*	933,666.70
11/10/2022	11/12/2022	City of Hollywood, FL	Hurricane Nicole - Hourly work	$14,953.75	Hourly

11/4/2022	10/21/2023	Florida Department of Emergency Management - JV	Debris Removal-Hurricane Ian DR-4673	$68,159,524.14*	809,121.80
10/30/2022	1/22/2023	The School Board of Sarasota County	Debris Removal	$85,088.88	8,001.20
10/24/2022	3/10/2023	City of Houston, TX	Mechanical & Hydraulic Dredging	$1,936,596.32	34,601.80
10/12/2022	11/26/2022	Moffitt Services	Hourly Grapple Truck Services	$168,625.00	Hourly
10/11/2022	12/15/2022	Florida Department of Transportation - District 1	Emergency Debris Removal and Hazardous Tree Limb & Stump Removal - Hurricane Ian DR-4673	$595,178.64	32,736.00
10/10/2022	11/16/2022	School District of Lee County, FL	Disaster Recovery Services - Hurricane Ian DR-4673	$315,397.81	14,099.00
10/10/2022	12/4/2022	City of Debary, FL	Debris Removal Services - Hurricane Ian DR-4673	$943,747.84	57,188.00
10/7/2022	10/28/2022	City of St. Augustine, FL	Debris Removal Services - Hurricane Ian DR-4673	$59,775.35	6,311.30
10/7/2022	11/7/2022	City of Bradenton, FL	Debris Clearance and Removal Services - Hurricane Ian DR-4673	$302,085.74	21,803.41
10/7/2022	12/29/2022	City of Lakeland, FL	Annual Disaster and Debris Management Services - Hurricane Ian DR-4673	$1,654,141.04	112,785.00
10/6/2022	1/15/2023	City of Daytona Beach, FL	Debris Removal and Services Contract - Hurricane Ian DR-4673	$3,103,999.90	340,010.00
10/5/2022	12/12/2022	City of Deland, FL	Debris Removal Services - Hurricane Ian DR-4673	$961,843.88	54,659.00
10/5/2022	11/16/2022	Town of Longboat Key, FL	Debris Removal Services - Hurricane Ian DR-4673	$334,105.91	23,983.60

10/2/2022	12/17/2022	Florida Department of Transportation - District 5	Emergency Debris and Hazardous Tree, Limb, and Stump Removal Operations - Hurricane Ian DR-4673	$158,673.58	8,174.00
9/30/2022	10/7/2022	Sarasota County, FL	Meal Services - Hurricane Ian DR-4673	$1,270,800.00	Logistics
9/29/2022	2/14/2023	Sarasota County, FL	Disaster Debris Collection, Reduction and Disposal - Hurricane Ian DR-4673	$20,962,892.48	1,965,910.90
9/29/2022	2/15/2023	Manatee County, FL	Debris Management Services - Hurricane Ian DR-4673	$61,441,633.27*	2,514,434.50
9/29/2022	11/5/2022	City of Maitland, FL	Emergency Debris Hauling and Disposal - Hurricane Ian DR-4673	$141,151.33	15,855.50
9/29/2022	10/6/2022	City of Richmond, VA	Reduction and Haul Out	$315,000.00	Per Load
9/28/2022	9/28/2022	Florida Department of Transportation -District 2 Perry	Hurricane Ian Cut and Toss DR-4673	$15,000.00	Standy-By
9/28/2022	9/29/2022	Florida Department of Transportation -District 2 Chiefland	Hurricane Ian Cut and Toss DR-4673	$25,281.50	Hourly
9/27/2022	11/3/2022	Atascocita Community Improvement Association (Houston, TX)	Canal Rip Rap Installation & Debris Removal	$59,352.00	Hourly
8/4/2022	8/17/2022	City/County of St. Charles	2022 Flooding	$11,979.84	n/a
7/20/2022	1/15/2023	Larimer County, CO	2022 July Flash Flooding – Debris Management Services & Sediment Removal	$1,850,071.00	17,606.00
7/18/2022	4/19/2024	East Baton Rouge Parish/City of Baton Rouge	Annual Channel Clearing Project – Elbow Bayou and Claycut Bayou	$11,622,989.58	n/a

7/14/2022	8/11/2022	Lake Charles (City of), LA	Private Property Debris Removal (Demolition) in response to Hurricane Laura DR-4559	$218,136.00	per property
7/1/2022	9/4/2022	Mayfield (City of), KY	Disaster Debris Removal Services (PPDR) in response to the Tornado	$5,265,817.88	108,183.30
5/2/2022	7/9/2022	City of Austin, TX	Bulk Waste Debris Removal	$1,019,362.50	Hourly
4/19/2022	8/9/2022	Boulder County, CO	Marshall Fire County Wide PPDR Phase 2	$26,845,411.29	per parcel
3/25/2022	7/30/2022	St. Bernard, LA	2022 Tornado	$598,364.26	50,013.28
3/1/2022	3/31/2022	South Carolina Department of Transportation - Jasper	Maintenance On Call Tree Trimming and Removal	$89,072.00	per tree
2/23/2022	7/13/2022	City of Houston, TX – Roger's Gully	Mechanical Sand and Waterway Debris Removal, Lake Houston	$7,007,416.52	196,011.65
2/14/2022	3/4/2022	City of Lakeland, TN	2022 Ice Storm Debris Cleanup	$103,766.00	7,982.00
2/5/2022	5/17/2022	LADOTD 02 Jefferson Ditches	Emergency Ditch, Culvert, and Catch Basin Cleaning – Hurricane Ida H.972442-26 DR-4611	$3,821,678.00	n/a
1/25/2022	1/25/2022	City of Greenville, NC	Bulk Delivery of Road Salt	$20,000.00	Logistics
1/16/2022	1/22/2022	South Carolina Department of Transportation	Winter Storm Izzy	$40,135.00	Hourly
1/14/2022	4/4/2022	Boulder County, CO	Marshall Fires Phase 1	$266,716.84	n/a
1/13/2022	3/31/2022	City of Monroe, LA	Bulk Waste Debris Removal	$271,600.00	Hourly
1/31/2021	2/4/2022	Pointe Coupee Parish, LA	Bulky Waste	$6,487.50	Hourly

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START DATE	END DATE	CONTRACTING AGENCY	DESCRIPTION OF WORK	CONTRACT AMOUNT	CUBIC YARDS
12/23/2021	4/2/2022	USACE - Graves County, Kentucky	2021 Tornadoes	$12,640,181.52	409,238.40
12/8/2021	3/2/2022	Greater Louisiana Port Commission - Port Fourchon, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	$631,513.60	20,318.00
12/7/2021	3/11/2022	TXDOT Brazoria County	Debris Removal – **Tropical Storm Nicholas**	$615,045.70	17,826.00
12/1/2021	5/23/2022	Ascension Parish Waterway (Canal), LA	Disaster Debris Re Canal Disaster Debris Removal Services – Hurricane Ida DR-4611	$11,287,635.40	127,858.53
10/29/2021	11/3/2021	Village of Napoleonville, LA	Disaster Debris Removal Services – Hurricane Ida DR-4611	$38,941.40	640.50
10/12/2021	1/7/2022	Southeast Flood Protection Authority	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$2,690,963.63	41,632.25
10/6/2021	1/12/2022	Lafourche School District, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$429,298.01	6,461.60
10/4/2021	10/22/2021	Bay City, TX	Disaster Debris Removal Services – **Tropical Storm Nicholas**	$234,835.95	Hourly
10/1/2021	11/1/2021	LADOTD 02 St. Bernard	Emergency Drainage Cleaning for Florissant Hwy (LA46)	$192,815.28	n/a
9/26/2021	10/30/2021	Matagorda County, TX	Disaster Debris Removal Services – **Tropical Storm Nicholas**	$298,988.17	29,203.90

9/22/2021	4/13/2022	Bayou Lafourche Water District, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$5,890,173.13	121,192.05
9/18/2021	1/10/2022	St Charles Parish, LA	Canal Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$2,339,823.10	29,753.60
9/13/2021	11/15/201	Sorrento, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$115,857.17	8,704.00
9/11/2021	1/14/2022	Town of Gramercy, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$305,274.00	24,470.40
9/10/2021	9/15/2021	Pointe Coupee Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$13,537.50	Hourly
9/9/2021	10/7/2021	Iberville Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$140,329.15	10,845.85
9/9/2021	10/16/2021	Assumption Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$215,899.11	17,813.37
9/8/2021	11/23/2021	Baker, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$135,403.20	10,951.00
9/8/2021	3/21/2022	St. Tammany Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$43,758,749.95	2,521,325.10
9/8/2021	1/9/2022	Town of Lutcher, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$424,647.81	32,703.00
9/8/2021	2/1/2022	Montgomery County, PA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$11,944,812.49	313,347.40
9/8/2021	11/19/2021	Donaldsonville, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$282,656.27	22,534.00

9/7/2021	11/30/2021	Central, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$441,364.66	62,952.75
9/7/2021	1/14/2022	St. James Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$1,381,257.45	97,634.10
9/7/2021	12/15/2021	St. Bernard Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$2,253,489.28	41,033.73
9/6/2021	11/20/2021	Ascension Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$5,289,860.19	369,905.20
9/6/2021	8/28/2022	Jefferson Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$36,557,231.89	1,666,773.50
9/4/2021	3/4/2022	LADOTD 61	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$5,913,629.58	311,821.70
9/4/2021	3/11/2022	LADOTD 62	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$30,900,053.55	16,949,908.97
9/1/2021	3/8/2022	Dauphin Island, AL	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$3,140,135.00	213,922.00
8/31/2021	12/9/2023	Tangipahoa Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$43,204,243.72	3,090,840.22
8/31/2021	12/17/2021	Abita Springs, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$336,738.58	24,640.50
8/31/2021	8/28/2022	St. Charles Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$18,756,289.63	1,316,616.10
8/30/2021	2/28/2023	Terrebonne Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$47,786,821.41	3,573,521.00

8/30/2021	11/7/2023	Lafourche Parish, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$21,007,088.54	1,435,697.53
8/30/2021	12/14/2021	East Baton Rouge Parish/City of Baton Rouge, LA	Disaster Debris Removal Services – **Hurricane Ida DR-4611**	$10,938,497.34	644,919.00
8/4/2021	8/28/2021	Randolph County – ACCA	Alabama Tornadoes	$83,352.47	6,868.87
7/19/2021	7/19/2021	FDOT District 2 Perry	**Emergency Cut & Toss - Tropical Storm Elsa EM-3561**	$15,000.00	Hourly
7/19/2021	7/19/2021	FDOT District 2 Chiefland	**Emergency Cut & Toss - Tropical Storm Elsa EM-3561**	$18,326.25	Hourly
7/19/2021	7/19/2021	Foley, AL	Hurricane Debris Stream Cleanout - **Hurricane Sally DR-4563**	$15,000.00	Lump Sum
7/2/2021	4/23/2022	City of Houston, TX	Mechanical Sand and Waterway Debris Removal, Lake Houston	$10,483,667.44	330,194.25
6/16/2021	8/5/2021	Pinellas County, FL	Red Tide Fish Kill	$2,070,438.47	Hourly
6/16/2021	7/14/2021	Ascension Parish, LA	May weather event	$2,631.14	293.00
6/1/2021	9/10/2021	State of Washington	Town of Malden Fire Cleanup	$4,600,000.00	10,488.00
5/28/2021	10/30/2021	East Baton Rouge, LA	May Flood Event	$505,060.62	29,634.00
4/26/2021	6/25/2021	City of Mobile, AL	Bulky Waste	$38,637.50	Hourly
4/26/2021	7/13/2021	Coweta, GA	Disaster Debris Clearance and Removal Services	$35,089.08	5,525.84
4/8/2021	5/6/2021	City of Austin, TX	Winter Storm Debris Removal	$382,005.00	Hourly
4/7/2021	4/26/2021	Shelby County, AL	Alabama Tornadoes	$511,206.78	69,061.45
4/6/2021	6/19/2021	Calhoun County, AL	Alabama Tornadoes	$2,942,622.86	228,268.30
4/5/2021	4/5/2021	Westwego (City of), LA	**Hurricane Zeta DR-4573**	$22,440.00	1,320.00
3/19/2021	5/2/2021	Central, LA	Winter Storm Debris	$51,300.00	Hourly

2/19/2021	4/12/2021	East Baton Rouge	Winter Storm Debris Removal	$1,130,963.16	64,164.00
2/8/2021	3/5/2021	TXDOT	Disaster Debris Removal Services – Tropical Storm Nicholas	$53,407.50	1,033.00
2/8/2021	3/5/2021	Texas Department of Transportation	Waterway Debris Removal	$316,915.00	7,769.00
1/14/2021	3/5/2021	Washington County, AL	Disaster Debris Removal Services – **Hurricane Zeta DR-4573**	$2,806,056.32	209,077.00
1/5/2021	3/18/2021	Clarke County, AL	Disaster Debris Removal Services – **Hurricane Zeta DR-4573**	$4,299,718.14	241,429.00
1/3/2021	11/15/2021	CalRecycle, CA	2020 Fires, Debris Removal & Hazard Tree Removal Services	$81,651,575.10	TBD

PROJECT UNDERSTANDING & MANAGEMENT APPROACH

DRC's approach to project planning and management is based on several core strengths:

- Time-Tested Strategies
- Flexibility and Adaptability
- Availability of Resources
- Technological Innovation

DRC will put these strengths to work for Jefferson County in the following ways:

CUSTOMIZED DISASTER DEBRIS MITIGATION, PLANNING, AND TRAINING

Situated along the Gulf Coast, Jefferson County is more likely to face hurricanes than other types of disasters. DRC is well positioned to assist the County, as we have assisted multiple cities, counties, and state and federal agencies in preparing for and responding to similar events. DRC's highly trained and experienced personnel will meet with Jefferson County before disaster strikes to work collaboratively on developing a comprehensive response plan.





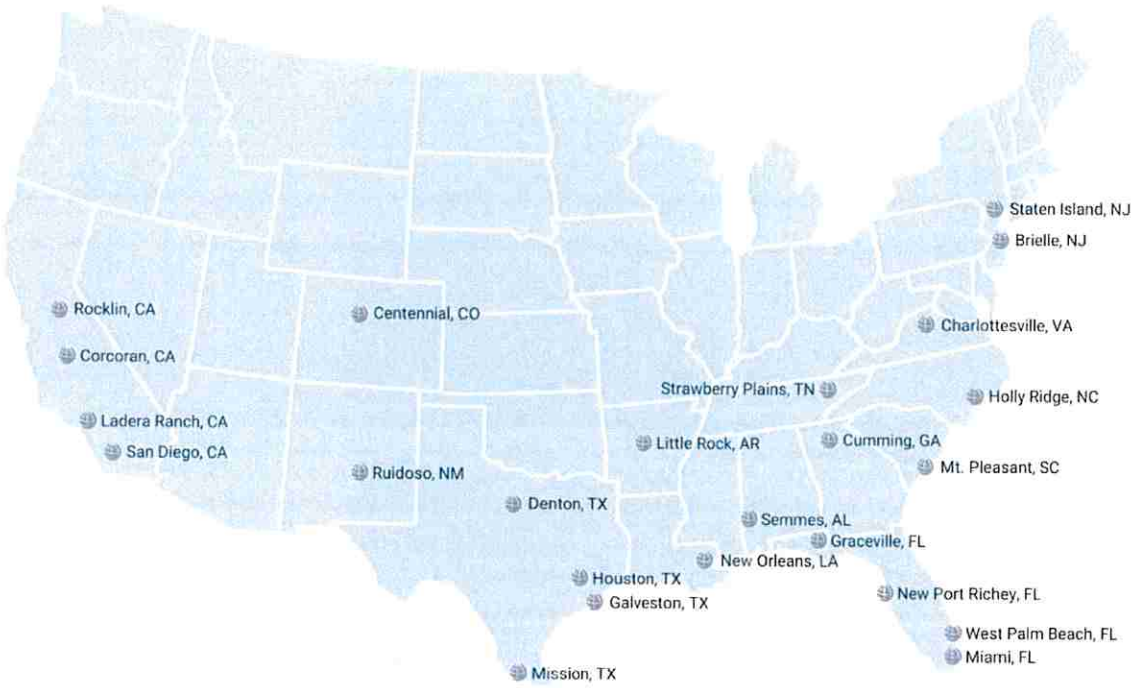


RESPONSIVE STAFFING

DRC currently employs approximately 60 full-time personnel. Your Regional Manager, Clifton Kennedy, is **available to assist Jefferson County 24/7**. In the event of an activation, your assigned Project Manager will be available 24/7 as well.

DRC's Regional Managers and Project Managers are based throughout the country and will be relocated as needed to respond to large-scale disasters. Through our affiliated companies, we have **access to more than 1,000 additional employees** in disaster recovery and related industries. DRC also maintains a large network of subcontractors, industry contacts, and staffing agencies to assist us in **rapidly ramping up staffing when needed** – as we did in 2024, during four simultaneous hurricane response activations across multiple states.

DRC'S CURRENT OFFICE LOCATIONS



COMMITMENT TO SAFETY



DRC's professional staff hold **132 unique certifications**, including those from FEMA, OSHA, USACE, the American Red Cross, and others. We bring this knowledge to bear on every project, emphasizing the importance of safety in every aspect of our work. As a result, DRC has a multi-year OSHA record of **zero work-related illnesses or injuries**.

AVAILABILITY OF RESOURCES

Through a combination of owned, rented, and leased equipment, and maintaining Master Service Agreements with multiple subcontractors and equipment suppliers across the country, DRC is prepared to mobilize to Jefferson County with the equipment required to meet the challenges presented by an event of any size. With a **bonding capacity exceeding $1 billion**, and access to additional resources through our affiliates, DRC also has the financial resources needed to execute multiple major projects simultaneously.

RAPID MOBILIZATION

With a customized plan for Jefferson County in place and our staff, equipment, and subcontractors at the ready, DRC is prepared to respond immediately to any event that may strike the County. Highlights of our mobilization plan for Jefferson County include the following:

- Equipment and staff can be staged **prior to an anticipated event**
- Project Manager and support staff in place at Jefferson County's Emergency Operations Center **within 24 hours** following Notice to Proceed
- First push complete **within 72 hours**
- Full mobilization **within 96 hours**

SPECIALIZED DEBRIS REMOVAL EXPERTISE

As a leader in the debris removal industry for more than 20 years, DRC can provide the expertise to remove, manage, and dispose of any type of debris, including but not limited to the following:

- Vegetative Debris
- Hazardous Tree and Limb Removal
- Removal of Hazardous Stumps
- Construction & Demolition (C&D) Debris
- White Goods (Household Appliances)
- Household Hazardous Waste
- E-Waste
- Canal/Waterway Debris Removal
- Vehicle and Vessel Removal
- Sand Screening, Soil Recovery, and Beach Restoration
- Dead Animals
- Private Property Debris Removal & Demolition

TECHNOLOGICAL INNOVATION

DRC's state-of-the-art office and in-field technology drives the following:

- Safe and efficient debris removal
- Precise mapping of storm damage, collection grids, and more
- Specialized debris removal in hard-to-reach areas and sensitive ecological environments
- Maximum reimbursement from FEMA and other agencies
- Compliance with all local, state, and federal regulations
- Real-time access to data and communications even during power outages and inclement weather

Please see our Three-Phase Approach, following this section, for details about the technologies that DRC uses to better serve Jefferson County, including the **Project Manager's Toolbox**, **Mapline**, and more.

CLEAR AND OPEN COMMUNICATION

From initial contract award through post-event evaluations, DRC recognizes the importance of clear and open communication with Jefferson County. We take our responsibility as your debris removal contractor very seriously, and we want to make sure we are meeting the County's needs, both under clear skies and in times of disasters. We are available for training and consultation throughout the year. During an activation, DRC will continually seek to anticipate, listen to, and meet or exceed the County's needs, as well as to proactively offer ideas and suggestions based on our experience. We will practice these communication strategies with all staff, subcontractors, government agencies and other stakeholders.

ENVIRONMENTAL STEWARDSHIP

Our work centers on restoring damaged environments, and in all our projects, DRC seeks to minimize our ecological impact. Strategies include seeking opportunities to recycle various debris types; carefully managing the removal and storage of hazardous wastes to reduce spillage; quickly repairing any damages; and educating ourselves on and then carefully following local regulations regarding wildlife and ecosystem protection. For more information on how we have put these strategies into practice, see our Sustainability section in our Technical Approach.

COMPREHENSIVE AND ANCILLARY SERVICES

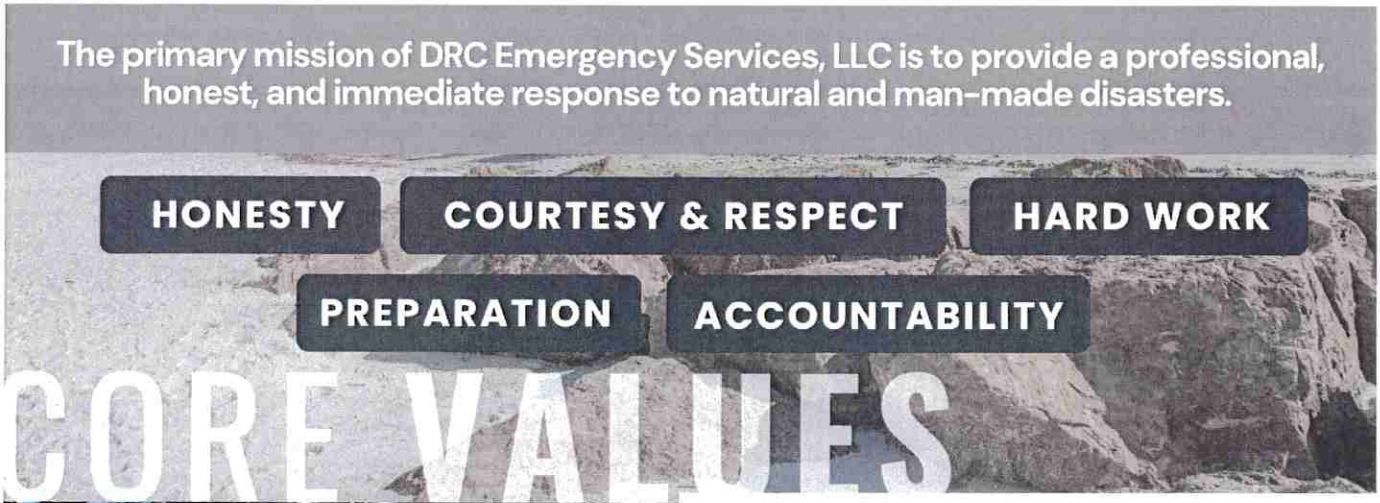
DRC can provide a multitude of ancillary services that may be needed in the days, weeks, months, or even years following an event, including but not limited to the following:

- Temporary housing and facilities
- Emergency power generators
- Temporary satellite communications
- Temporary sanitary facilities
- Reefer and refrigerator container with ice delivery
- Potable water truck and drinking water
- Mobile fleet repair facilities, technicians, and mechanics
- Temporary signage and traffic control
- Mobile food and water distribution site, tents, and furnishings, inclusive of operation and staffing
- Emergency temporary dry-in of facilities
- Temporary security
- Temporary lighting
- Emergency cleaning of stormwater catch basins, culverts and wastewater systems
- Temporary fueling facilities/equipment, inclusive of storage and dispensing
- Rental of various types of equipment (i.e. loaders, dump trucks, etc) with operators
- Temporary fencing
- Materials
- Dredging
- Geotechnical and civil construction
- Maritime construction
- Flood control
- Shoreline protection
- Ecosystem restoration
- Wetlands construction
- Environmental remediation

THREE-PHASE APPROACH

PREPARE **RESPOND** **RECOVER**

Every mission starts with preparation, succeeds through rapid response, and ends with full recovery.

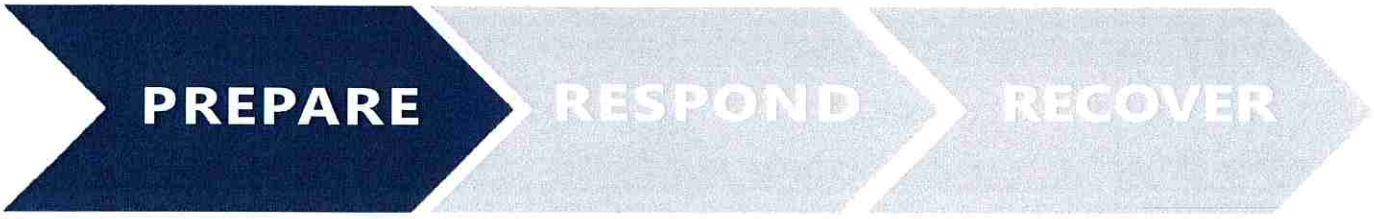




"Their dedication and expertise are unparalleled, and I am confident that they will provide exceptional service to any organization that requires their assistance."

— Matthew Jewell, Parish President, St. Charles Parish

PREPARE



- Contract Award
- Local Teaming Partners
- Available Equipment (See Tab E: Proposer Personnel and Organization)
- Joint Planning & Training
- Forecasting

CONTRACT AWARD

Upon award, DRC's Regional Manager Clifton Kennedy will schedule a meeting with Jefferson County. The initial meeting is critical, allowing the County and DRC's team to make introductions and to prepare for any pending disasters. DRC's primary goal in this meeting would be to develop a step-by-step plan to expedite arrangements for the training and response phases of the contract. These provisions include but are not limited to the following:

- Presenting key team members, including the Project Manager, and their responsibilities
- Participating in scenario exercises to include planning and routing
- Facilitating the designation and readiness of TDSRS and final disposal sites
- Introducing the Monitoring Firm Representative (if applicable)

LOCAL TEAMING PARTNERS, VENDORS, AND SUBCONTRACTORS

DRC maintains a network of more than 2,000 subcontractors, approximately 30 of which are primary subcontractors that have been a part of DRC's responses since our inception. These subcontractors, along with DRC's own personnel and equipment, are capable of mobilizing events of any size. The identification of local subcontractors prior to activation secures commitment of equipment and insurance requirements. In compliance with the Stafford Act, and in recognition of the value of local knowledge and expertise in any disaster scenario, DRC encourages local participation. DRC uses the following methods to identify local subcontractors:

- Outreach programs
- Government databases
- Website applications
- Client and vendor referrals
- SBE compliance departments
- Direct mail outreach

JOINT PLANNING, TECHNICAL TRAINING, AND EDUCATIONAL SERVICES



DRC Emergency Services, LLC can help local governments prepare for any contingency with confidence. DRC's Director of Technical Assistance and Training, Tony Furr, provides ongoing education to DRC's personnel and the jurisdictions we serve. He has delivered the Debris Management training at the National Hurricane Conference, the Texas Emergency Managers Conference, and the Oklahoma Emergency Managers Conference, and he presided over the roundtable workshops hosted by the Disaster Recovery Coalition of America (DRCA) in FEMA Region VI.

DRC's staff is highly trained to aid local governments with comprehensive planning and support. **We are committed to helping our clients understand the principles of Emergency Management** and have had overwhelming success providing training programs and pre-event planning workshops.

Mr. Furr and our Key Personnel are always available to provide Jefferson County with planning and training exercises. DRC will provide regular planning, training, and feedback sessions throughout the length of the County's contract at no extra cost.

Typical workshops include one or more of the following topics:



- Pre-Season Debris / Response Readiness Workshop
- Scenario Based Tabletop Exercise
- Debris Management Seminar
- Debris Readiness Exercise
- Discussion Based Debris Management Exercise
- Disaster Debris Awareness Exercise

When requested, DRC can offer a "Regional Debris Readiness Workshop" for smaller jurisdictions by inviting neighboring communities to a combined training session.

Benefits of planning and training sessions include the following:

- Providing an opportunity to build relationships between both parties
- Delivering invaluable operational and administrative information to all stakeholders
- Discussing forecasting and reviewing the debris management plan

IDENTIFYING EQUIPMENT STAGING AREAS



Determining equipment staging areas ahead of time allows DRC to seamlessly mobilize resources in advance of a disaster, whenever possible. In all cases, it saves time in the response. While discussing potential plots to stage equipment, the following should be considered:

- Staging away from residential areas
- Easy access from main right-of-way
- Sufficient acreage to manage large number of vehicles
- Fencing around the facility preferred

TEMPORARY DEBRIS STAGING AND REDUCTION SITE SELECTION

DRC is familiar with the approved temporary debris staging and reduction site listed below. In preparing for additional sites, DRC will discuss potential TDSRS sites with Jefferson County during the planning phase. Important criteria will include the following:



- Public versus private land considerations
- Environmental agency approvals
- Dust and fire mitigation
- Ingress and egress considerations
- Security features
- Storm water control considerations
- Elevation
- Sound buffers and fencing

Potential temporary debris staging and reduction sites:

- Undeveloped land at Interstate 10 East at Major Drive
- Undeveloped land at Highway 365 and Jade Road
- Undeveloped land at Highway 73 and Big Hill Road

IDENTIFYING PERMANENT DISPOSAL, TRANSFER, AND RECYCLING FACILITIES

DRC has agreements in place with most major disposal and recycling facilities in the area, including these landfills in Jefferson County: [list any sites stated in the RFP here, maybe with globe bullets if more than one]. If additional disposal facilities are required, DRC's management will be responsible for working with the County to identify these facilities and to secure favorable terms and conditions with each facility. Additionally, DRC's staff includes Jeff Snow and Tom Baker, experts in recycling, resource recovery, and disposal. With more than 30 years of experience, they bring expertise and exceptional knowledge to every project.

Potential landfill sites:

- Republic Services, 5433 Labelle Road, Beaumont, TX 77705
- Republic Services, 2601 Jenkins Road, Anahuac, TX 77513
- Waste Management, 2175 West Cardinal Drive, Beaumont, TX 77701
- City of Beaumont Municipal Landfill, 5895 Lafin, Beaumont, TX 77705
- City of Port Arthur Sanitary Landfill, 4732 Highway 73, Beaumont, TX 77705

ESTABLISHING EMERGENCY PUSH ROUTES & COLLECTION GRIDS

Creating a plan to map emergency push routes and collection grids before disaster strikes will save time in the days afterward. Exact routes will vary based on which areas sustain the most damage, but they should always include hospitals, police departments, emergency shelters, nursing homes, and major traffic routes.

RESPOND



- Alert Phase
- Response Timeline
- Preliminary Damage Assessments
- Emergency Push Operations
- Loading and Hauling Operations
- Temporary Debris Staging and Reduction Site Operations
- Compliance
- Safety
- Prompt Damage Resolution
- Documentation and Data Management
- Communication and In-Field Technology
- Client Interaction Program
- Post Event Evaluations
- Sustainability

ALERT PHASE

If a potential disaster can be predicted, DRC will activate the following alert phases:

- 72 hours before impending impact, Regional Manager Clifton Kennedy will contact Jefferson County to discuss activation and response
- At the discretion of the County, DRC will mobilize personnel within 24 hours prior to disaster impact to arrive at the Emergency Operations Center
- DRC will identify and assess the readiness of our network of subcontractors for Emergency Push and Load and Haul Operations
- Our team will pre-stage equipment and personnel as needed to respond to the immediate aftermath of the event
- DRC will map Emergency Push Collection routes, if these have not been determined in the planning phase

POST-DISASTER IMPACT RESPONSE TIMELINE

Upon receipt of Notice to Proceed or Task Order, DRC will immediately commence mobilization of equipment, operators, and laborers.

DRC has the capacity to meet, sustain, and manage all facets of disaster response, including **responding within 24 hours.** DRC proposes the following time frames for immediate disaster response:

WITHIN 24 HOURS AFTER NOTICE TO PROCEED

- Project Manager and support staff are in place and interacting with Jefferson County's Point of Contact
- Staging and certification of equipment is underway
- Permitting and mobilization of TDSRS sites has begun
- Emergency Push activities are well underway, in coordination with utility providers
- Initial Damage Assessment is complete
- Public Service Announcements are initiated
- Logistical Support requirements have been assessed
- Initial Safety Meeting takes place
- Time and location of daily productivity meetings is established

WITHIN 48 HOURS AFTER NOTICE TO PROCEED

- Initial understanding of crew type and quantity has been established with the County's Point of Contact
- Roughly 50 percent of required equipment and manpower are in place
- At least one TDSRS is operational, so that load and haul activities can begin
- DRC has initiated discussions with final disposal and recycling/composting providers (if applicable)
- Mapping of Collection Zones has been finalized in consultation with the County's Point of Contact
- Truck certifying continues
- Daily productivity meetings continue between DRC, the County's Point of Contact, and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

WITHIN 96 HOURS AFTER NOTICE TO PROCEED

- Full Mobilization is complete
- Emergency Push complete (if applicable)
- All contractual requirements (bonds, safety plans, dust control, community outreach, etc.) are submitted
- Productivity assessments are made based upon existing travel times and TDSRS requirements adjusted
- Equipment and personnel needs are reassessed
- Additional local and equal opportunity vendor outreach has begun and those applicants vetted
- Daily productivity meetings continue between DRC, the County's Point of Contact, and the Monitoring Firm assigned to the project
- Daily Safety Meetings continue

PRELIMINARY DAMAGE ASSESSMENTS

Within 24 hours of an incident, DRC and local, state, and federal officials will have completed preliminary damage assessments to indicate the scope of losses and recovery needs. Through the debris assessment, DRC will accomplish the following:

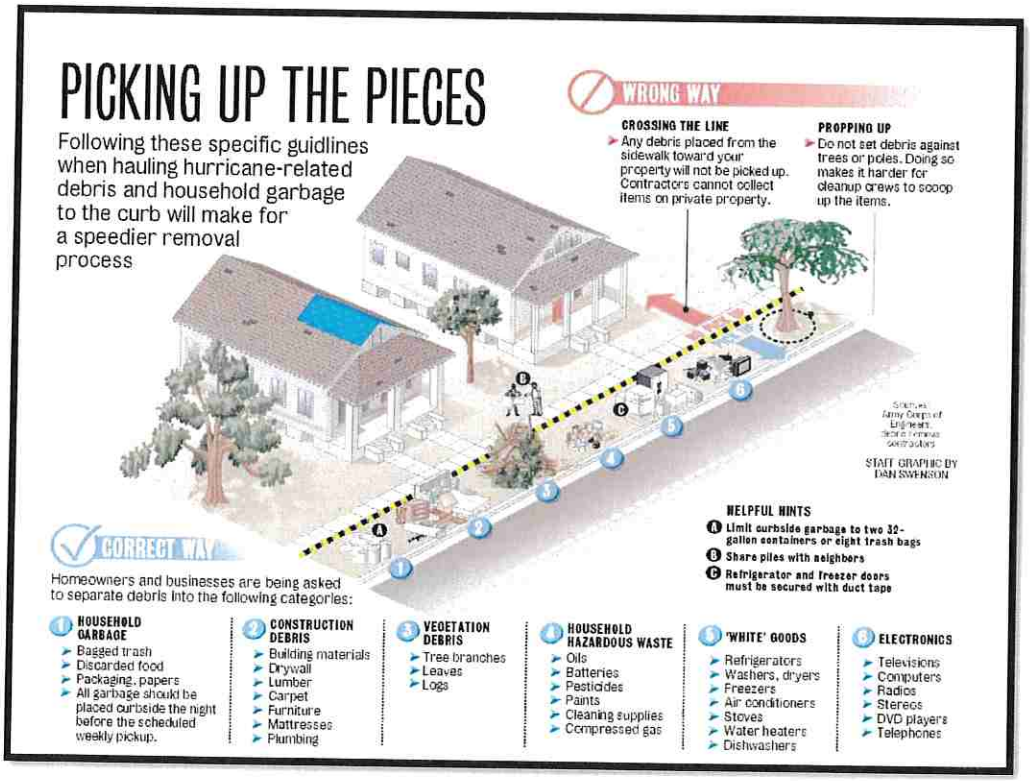
- Estimate the quantity and mix of debris
- Estimate damage costs
- Determine impact on critical facilities
- Identify impact on residential and commercial areas



PUBLIC RELATIONS

In the midst of chaos brought on by a disaster, clear communication about the recovery process helps to restore a sense of safety to communities. Providing the public with guidance regarding the material collection and separation process will also significantly enhance the efficiency of the operation.

To ensure effective communication with the public about debris collection operations and timelines, DRC will coordinate with the County on creating a communications plan, including disseminating Public Service Announcements (PSAs) and flyers. These PSAs and flyers will be shared on various platforms including County websites, local radio and television news outlets, and social media channels. Please see the example flyer below that defines and illustrates material separation for residents:



EMERGENCY ROAD CLEARANCE/PUSH OPERATIONS



In an emergency push operation, debris is "pushed" or cleared from the public roadways in an order of priority established by Jefferson County. DRC's goal in a push operation is to make roadways and intersections as safe as possible by increasing visibility and minimizing traffic obstructions. Push routes are predetermined with the help of County, who have a clear understanding of the geography of the community.

Push crews consist of four to five personnel with supervision, chainsaws, and equipment capable of moving heavy material, such as skid steers, front end loaders, etc. This phase of work is usually accomplished within one to five days after the event, depending on the scale of the disaster. For safety reasons, debris is collected only during daylight hours.

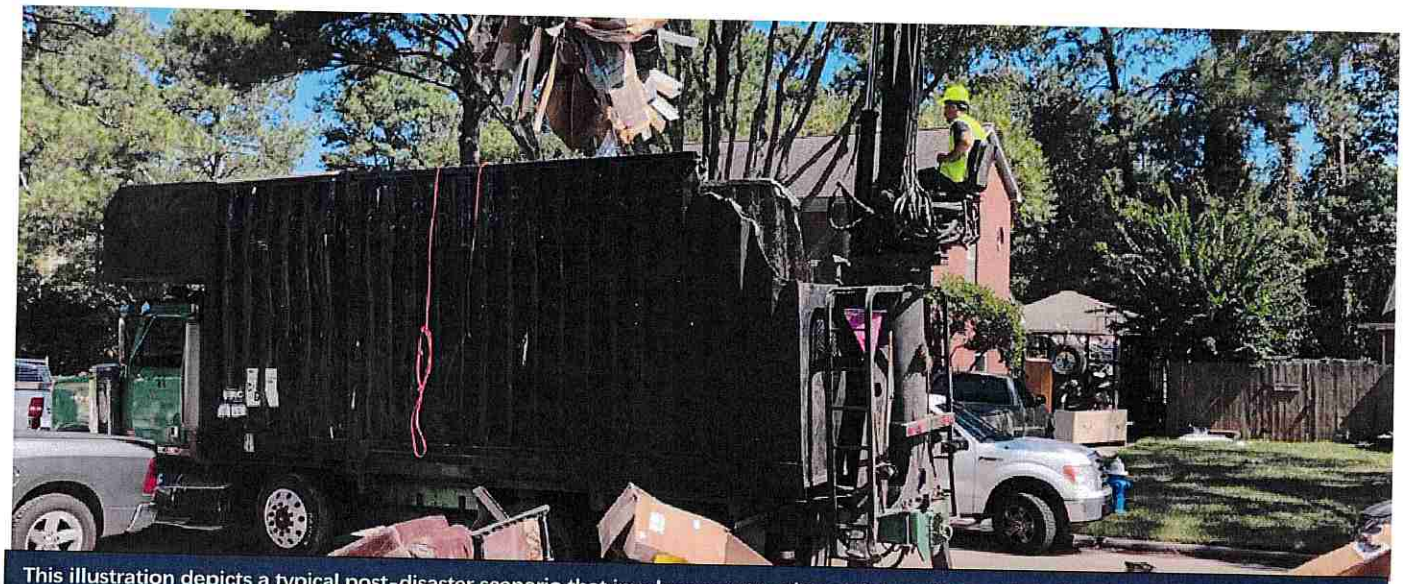
LOADING AND HAULING OPERATIONS

Field Operations



Within 24 to 48 hours of a Notice to Proceed (or a reasonable amount of time agreed upon by the County), DRC will commence debris removal operations with multiple Debris Removal Crews. Debris Removal Crews will generally consist of three to five hauling vehicles of 30 to 150 cubic yard capacity with operators, one front end loader with operator, one foreman, and three laborers/flagmen (when required by traffic conditions). In other instances where conditions allow, self-loading equipment of similar capacity will be utilized to maximize efficiency.

All debris removal operators will be given area maps designating assignment/authorized areas or zones of operation as well as transport routes designated and/or approved by the County. Field supervisors shall ensure that all debris removal operators are licensed and certified to operate the required equipment. As crews complete zones, the areas will be jointly surveyed by DRC and Jefferson County and closed out.



This illustration depicts a typical post-disaster scenario that involves construction and demolition debris (C&D). In this case, the public has been advised through PSAs and a flyer such as the above to place disaster generated debris in the right-of-way (ROW) in separate piles organized by debris type for separate collections.

PRIVATE AND PUBLIC PROPERTY DEBRIS REMOVAL

DRC's Debris Removal Crews will remove all eligible debris from the right-of-way and haul it to a designated temporary debris staging and reduction site and/or directly to a final disposal site. At the request of Jefferson County, DRC will also demolish structures and/or remove debris from public easements, improved public property, and public properties other than rights-of-way.

Eligible debris is that which has been generated directly by the event or as a result of the event. For debris on private property to be eligible, Private Property Debris Removal must be authorized.

FEMA may extend public assistance to include private property debris removal when it poses a threat to the public. Under the request and direction of Jefferson County or its representative, DRC will initiate and manage a Right of Entry (ROE)
program to remove debris on private property and/or demolish private structures that are a public safety hazard. The property owner must grant access prior to any work, unless there is an immediate threat to the lives, health, and safety of the County's residents.

Certification of Equipment

DRC will begin the certification of equipment as soon as possible, generally within 12 to 24 hours after a Notice to Proceed is issued. Trucks will be staged at a location where the County's third-party monitoring firm can measure load capacity and assign unique identification to each piece of loading and hauling equipment.

Clean-As-You-Go Policy

DRC's Clean-As-You-Go Policy aims to eliminate inefficiencies in emergency road clearance and load and haul operations by ensuring that all staff and subcontractors completely clear each assigned area before moving on to the next. Work crews and truck drivers are responsible for ensuring that each area is clean to the County's standards before moving on to the next. DRC's project managers will ensure compliance with our Clean-As-You-Go Policy.

Multiple Scheduled Passes

In order to allow citizens to return to their properties and bring debris to the right-of-way as recovery progresses, DRC adheres to FEMA's guideline of three scheduled collections or passes. In rare cases, particularly following major flooding, additional collections may be warranted.

DEBRIS TYPES

Vegetative Debris

Vegetative debris is defined as tree branches, leaves, logs, timber, and stumps.



DRC's crews can collect vegetative debris using a wide spectrum of equipment. To increase efficiency, DRC will often combine the removal of hazardous trees, including "leaners" (leaning trees) and "hangers" (hanging limbs), with the collection of other vegetative debris.

Once collected, vegetative debris will be transported to a temporary debris staging and reduction site for processing. There are two main ways of reducing vegetative debris to conserve valuable landfill space:

- Reduction by **grinding** creates mulch, a valuable resource which can be used in landscaping, by farms as compost, or distributed to households for use in gardens; or it can be burned as a fuel source
- Reduction by **burning** provides for the most cost-effective processing, in areas where burning is an option

Hazardous Tree and Limb Removal



A tree is considered hazardous if its condition was caused by the disaster and it poses a risk to public health and safety. If possible, leaner and hanger removal will be performed in advance of load and haul activity so that these

trees and limbs can be collected simultaneously with ROW debris. Crews may include climbers with chainsaws, as well as bucket trucks, automated saw trucks, and excavators.

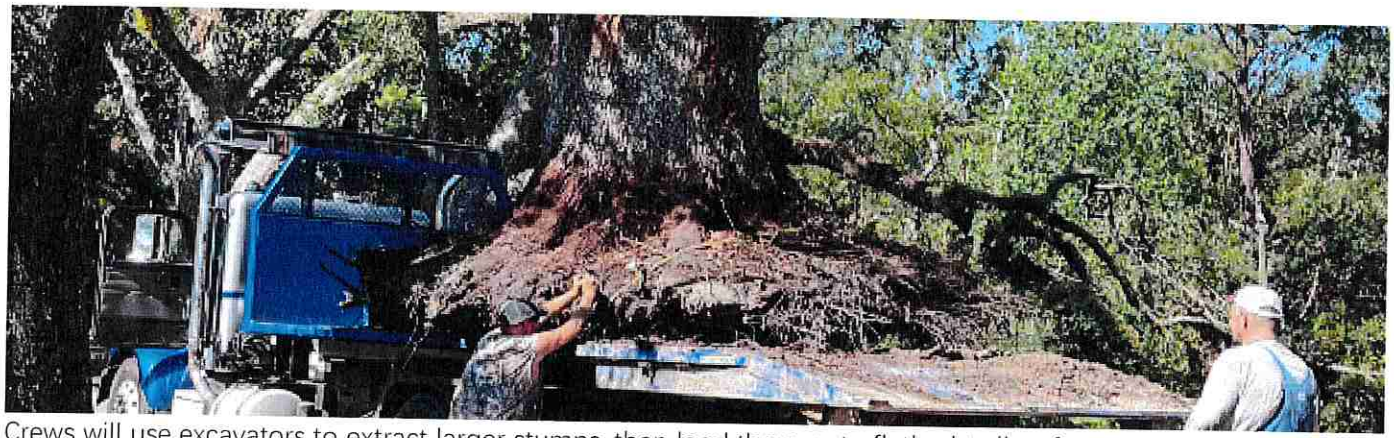
FEMA uses the following criteria to define whether a leaner or hanger is hazardous. These criteria will be used by Jefferson County's independent monitoring firm to determine the eligibility of each tree to be removed:

- The tree trunk must be six inches in diameter or greater when measured at chest height
- More than 50% of the crown is damaged or destroyed
- The trunk is split or branches broken, exposing the heartwood
- The tree has fallen or been uprooted within a public use area
- The trunk is leaning at an angle greater than 30 degrees
- Hanging limbs must be at least 2 inches in diameter and pose a threat of falling into an improved public area or right-of-way

Removal of Hazardous Stumps

Stump removal usually takes place late in the debris removal process. The County's monitor will generally determine the eligibility of stumps for removal. A stump may be determined to be hazardous and eligible for Public Assistance grant funding as a per-unit cost for stump removal if it meets all the following criteria:

- 50% or more of the root ball is exposed (if less than 50% of the root ball is exposed, it may be flush cut)
- The stump's diameter is greater than 24 inches, as measured 24 inches above the ground
- The stump is located on improved public property or a public right-of-way
- The stump poses an immediate threat to life, public health and safety



Crews will use excavators to extract larger stumps, then load them onto flatbed trailers for transport to the TDSRS or final disposal facility, where they will be ground into mulch. Most often, large stumps must be split prior to grinding, whereas smaller stumps can be ground directly. After removing larger stumps, DRC will fill the hole to ground level.

- DRC removed approximately **11,000,000 cubic yards of vegetative debris** across Florida, Georgia, South Carolina, and Virginia in response to Hurricane Helene in 2024, including **132,402 hazardous trees.**
- Following Hurricane Ida in 2021, DRC collected and disposed of more than **12,400,000 cubic yards** of vegetative debris, including **243,484 hazardous trees**.

- While working on the recovery in Florida Department of Transportation Regions 2 and 3 after Hurricane Michael, DRC collected more than **2,660,000 cubic yards** of vegetative debris, including **17,609 hazardous trees**.
- During the same storm in Jackson County, Florida, DRC collected more than **2,587,000 cubic yards** of vegetative debris, including **43,763.00 hazardous trees**.
- While working on the recovery in Puerto Rico after the effects of Hurricane Maria, DRC collected **98,009 hazardous trees** from the island as a part of a **$82 million contract**.

Construction and Demolition (C&D) Debris

Construction and Demolition (C&D) Debris consists of building materials, drywall, lumber, carpet, furniture, mattresses, and plumbing. C&D Debris is produced most often by floods, tidal surge, and earthquakes.



When collecting C&D Debris, DRC carefully considers local and state restrictions on landfill material acceptance. Using a TDSRS provides an opportunity for reduction by material separation and compaction. Additionally, some building materials may be salvageable for reuse, if local facilities are in place. Transportation directly to the final disposal site does not allow for reduction; however, in some cases it may be more efficient.

A wide variety of equipment can be used to collect C&D Debris, including self-loaders.

- DRC removed more than **857,000 cubic yards of C&D debris** in response to Hurricanes Helene and Milton in 2024.
- Following Hurricane Ida in 2021, DRC collected and disposed of **4,800,000 cubic yards** of **C&D debris**.
- In the States of North Carolina and Florida, during Hurricanes Michael and Florence—which occurred simultaneously—DRC removed approximately **654,000 cubic yards of C&D**.
- DRC's response to severe flooding in the City-Parish of East Baton Rouge, Louisiana, in 2016 required the use of more than 300 hauling vehicles in the collection, processing, and/or recycling of more than **1,200,000 million cubic yards of C&D debris.**

White Goods

"White goods" are appliances, including refrigerators, washers, dryers, freezers, air conditioners, stoves, water heaters, and dishwashers.



DRC will collect white goods separately, often using light duty trucks and trailers with a liftgate. We will then transport them to a designated area at a TDSRS or directly to a recycler. Any profits from recycling will be returned to the County unless otherwise stipulated in the contract.

The public will have been informed by DRC's public relations campaign to remove all contents from refrigerators and freezers prior to collection or to duct tape the doors shut to facilitate safety and ease of collection. Refrigerators and freezers collected with contents shall be staged for content removal and disposal. Freon shall be removed by a certified technician under the guidance of EPA regulations.

- In response to Hurricane Ian in 2022, DRC removed and recycled/disposed of **3,628 appliances** in South Florida. This work included the removal of **892 appliances from waterways.**
- After Hurricane Harvey in 2017, DRC removed and recycled/disposed of 4,227 appliances in the Houston area.
- The Baton Rouge area experienced historic flooding in 2016. DRC removed and recycled/disposed of more than **10,000 appliances** as part of a **$45 million contract.**

Household Hazardous Waste

Household Hazardous Waste (HHW) consists of small quantities of used or leftover household cleaning and maintenance products, such as gasoline, oils, batteries, pesticides, paint, cleaning solvents, and compressed gas.



- DRC has removed **260,810.00 pounds of household hazardous waste** for the State of New Mexico during our ongoing response to the 2024 South Fork and Salt Fires.
- DRC removed **955,751 pounds of household hazardous waste** in response to Hurricanes Helene and Milton in 2024.
- In our response to Hurricane Ian in South Florida in 2022, DRC removed and disposed of **698,889 pounds of household hazardous waste**.
- After the severe flooding of the City-Parish of East Baton Rouge, Louisiana in 2016, DRC removed and disposed of **554,880 cubic yards of household hazardous waste**.

HHW is collected separately from other types of debris and securely placed in spill-proof containers for transportation to staging at a TDSRS or direct transport to a qualified recycler or disposal facility. When stored at a TDSRS, the area is generally protected with lining or berms, or both, depending upon the requirements of the state environmental agency. When materials are recycled, the recycler will often collect the items from the TDSRS, pack them appropriately, and transport them to the recycling facility.

Electronic Waste Collection (E-Waste)

E-Waste debris includes televisions, computers, radios, stereos, DVD players, telephones, etc.



DRC will make one or two separate passes to collect e-waste, depending on the severity of the disaster. General laborers, along with a supervisor, will collect the items using light duty trucks and trailers, then transport them either to a specific area of the TDSRS or directly to a recycler.

- DRC removed **8,715 pounds of e-waste** in Boulder County, Colorado following the Marshall Fires.
- After Hurricane Florence, DRC removed **3,116 e-waste units** in Pender County alone; the total number of units DRC collected in response to Hurricane Florence was **3,116.**
- After 2017's Hurricane Harvey, DRC removed **12,011 e-waste units** in the Houston area.
- DRC removed **18,908 e-waste units** in response to the 2016 Baton Rouge floods.

Tires

Following flood events or tidal surge, debris removal crews often find tires in debris piles on the public ROW. Tires create a special problem for landfill operators, as they tend to rise or float and can ultimately damage the landfill cap. Therefore, DRC's debris removal crews will separate tires from other debris.



Tires can be easily collected using light duty equipment. Ideally, we will transport them directly to the recycler or shredder. Federal and state regulations often require a waste hauler permit to transport tires.

Canal/Waterway Debris Removal



Canal debris removal is most often performed under the oversight of state environmental regulators, especially in environmentally sensitive areas. Environmental factors always take priority when developing an operations plan. Debris removal may be land-based or water-based. Collection methods vary widely due to physical dynamics, environmental considerations, regulations, and scope of work.

Targets can be identified by side-scan sonar or below surface observation. Target removal may span from the water bottom to surface debris, or it may be limited to designated depths.

When appropriate, debris can be collected with grapples mounted on barges of varying sizes or even small boats. Land-based operations consist of removal of targets with long reach excavators equipped with a spoils or dredge bucket.

Temporary Offloading Sites can be used to stage debris prior to transport to a TDSRS for processing or to final disposal. When abundant access points exist, loading can occur directly into trucks for transport to processing or disposal.

- DRC is currently contracted by the City of Houston for a multi-phase waterway debris removal project and has removed **2.2 million cubic yards** of debris from Houston waterways to date.
- In response to Hurricane Ida in 2021, DRC collected and disposed of **over 428,000 cubic yards** of debris from canals and waterways across 5 jurisdictions.

Vehicle And Vessel Removal



DRC has extensive experience performing large scale vehicle and vessel removal and recovery projects. A single project for the State of Louisiana following Hurricanes Katrina and Rita involved the recovery and management of thousands of vehicles and vessels.

Operating procedures for vehicle and vessel removal projects vary from state to state due to legal requirements. The scope of work is always developed in consultation with the jurisdiction.

To begin a vehicle and/or vessel removal project, DRC will activate one or more aggregation sites for storage, processing, recordation, and access. Arranging the vehicles in a grid pattern allows for easiest access.



For a land-based recovery, DRC will tag and record vehicles and vessels prior to removal. For a water-based recovery, we will locate and record the vessels prior to removal.

At the aggregation site(s), DRC or a properly trained and licensed subcontractor will remove fluids from the vehicles and vessels. DRC will send an initial notification to the vehicle's owner, as determined by VIN information gathered in the field using the State Police database, according to local and state regulations. Additional notifications may be sent using certified mail, if required by law. DRC will also allow private insurance companies to access the vehicles for viewing.

Salvaged vessels and vehicles may be retrieved by either owners or insurance companies. Those that are not retrieved after ample notification will be crushed and recycled. Any proceeds from recycling will be returned to the County unless otherwise stipulated in the contract.

- During our ongoing response to the South Fork and Salt Fires, **DRC has removed 105 burned vehicles** on behalf of the State of New Mexico.
- DRC's recent experience in the removal of sunken vessels includes the Louisiana Parishes of Jefferson, Terrebonne, and East Baton Rouge. In the City-Parish of East Baton Rouge, our annual channel clearing project for 2022 totaled **$11,622,990**.
- DRC **removed 80 burned vehicles** following the Marshall Fires in Boulder County, Colorado.
- After Hurricane Ike struck Texas in 2009, DRC removed sunken vessels and debris from four major bays and waterways in the affected area. We used side scan sonar to identify targets in advance and in combination with a well-designed implementation plan. **DRC removed a total of 2,100,000 cubic yards of vessels and debris**, and the complete marine operation was concluded **in just over 30 days**.

Sand Screening, Soil Recovery, and Beach Restoration



DRC's innovative methods for the handling and screening of sand have allowed many jurisdictions to bring back their beaches, better—even after powerful storm surges from record-breaking events including Hurricanes Helene, Milton, Ida, Florence, Irma, and Ike.



After disaster strikes, many jurisdictions are faced with large quantities of sand that have washed up on the roadways, as well as on public and private property. DRC will collect the sand and move it to a nearby temporary debris staging and reduction site for processing. Sand that remains on the beach often contains large quantities of debris. We will process this sand directly on the beach before restoring the sand removed and processed from other areas.



DRC uses a variety of equipment in sand and soil processing, including the following:

- **Skid steers and front-end loaders** to recover displaced material from adjacent properties
- **Beach rakes** to remove hidden and surface debris from beachfronts

- **Shaker screens and trammels** to screen sand and soils

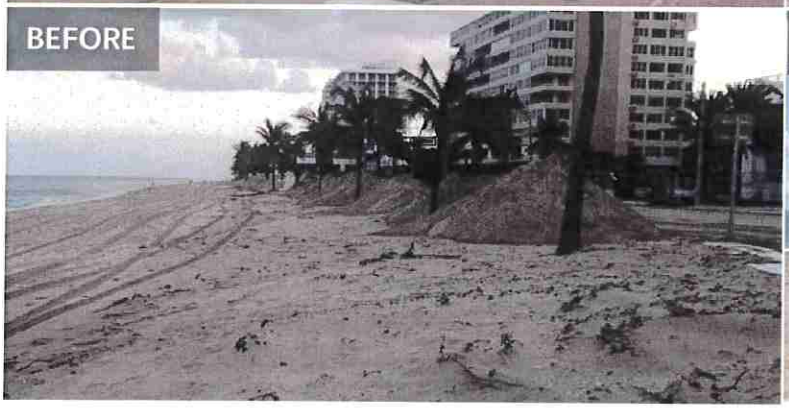
DRC's teams are able to process 100 to 200 cubic yards of sand per hour. After screening, the clean material is returned to its original location. Beach contours and dunes can then be re-created. The debris that has been removed will be taken to a TDSRS for reduction and haul-out to final disposal.

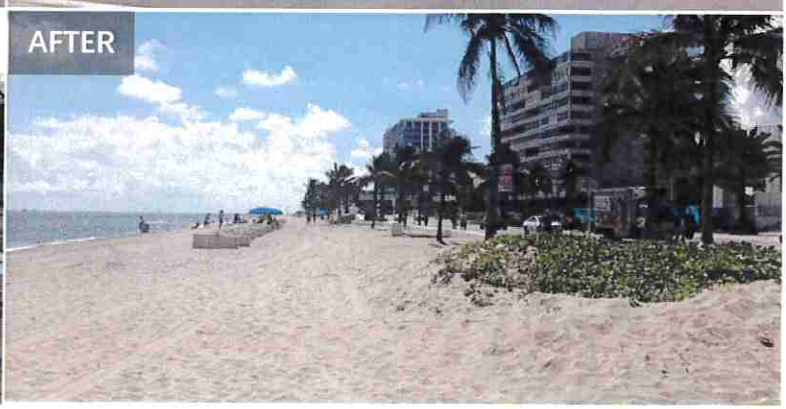
- In Jefferson Parish, Louisiana, after Hurricane Ida in 2021, DRC recovered, screened, and restored **87,616 cubic yards of sand**. Additionally, DRC segregated and disposed of **42,779 cubic yards of silt and soil**.
- For the City of Fort Lauderdale following Hurricane Irma in 2017, DRC recovered more than **57,684 cubic yards** of sand from roadways, sidewalks, and parking lots. We then screened the sand and restored the beauty of these Florida beaches.
- In response to Hurricane Florence in 2018, DRC removed and screened **38,336 cubic yards of sand** to restore beaches in North Carolina.

HURRICANE IRMA – BEACH CLEAN UP & RESTORATION









EXPERTISE IN THE REMOVAL OF DEAD ANIMALS

Improper disposal of animal carcasses can contaminate drinking water sources or spread disease. It is DRC's policy to handle and dispose of animal remains with care and in accordance with all state and local regulations.

All carcasses should be disposed of as soon as possible. There are several approved methods for the disposal of animal carcasses:

- **Incineration** at a secure and pre-approved site.
- **Deposition** in a contained landfill approved for remains disposal.
- **Composting**, with approval, is a sanitary and practical method of carcass disposal.

- DRC led the Red Tide Fish Kill cleanup project in Pinellas County in 2018, collecting over **1,800 tons of dead fish** in a three-month span while also cleaning and maintaining **45 miles of coastline**. The **total contract amount was $6,895,562**.
- After the severe flooding in the Baton Rouge area in 2016, DRC removed and disposed of dead animals as needed as part of a **$37,820,004 contract** with the City.
- For the City of Galveston following Hurricane Ike in 2008, DRC removed and disposed of dead animals as needed as part of a **$38,007,492 contract** with the City.

PROTECTION OF ARCHAEOLOGICAL SITES AND HUMAN REMAINS

If in the process of debris removal DRC discovers evidence of a possible archaeological site, we will immediately cease work and contact FEMA. A qualified monitor may be required. If human remains are found, DRC will contact local authorities.

STORM WATER MANAGEMENT SYSTEMS

Heavy rainfall from disasters can pose a major risk for widespread flooding, even in areas not normally prone to flooding. Inadequate stormwater management systems can lead to clogged stormwater piping, obstructed catch basins, and blocked inlets or canals, further exacerbating the ccc's risk of a major flooding event. Silt and muck that are created in the aftermath of a storm can retain dangerous materials like chemicals, sewage, construction debris, or bacteria that pose a health hazard to communities' waterway systems.

Prior to an event, DRC will strategically place vacuum trucks and trailers in areas of high risk, allowing us to quickly remove floodwater, sludge, and debris from streets, drains, and sewers to restore drainage and prevent any further flooding. Vacuum trucks are also capable of filtering contaminated water from drains and expelling debris from catch basins that were not designed to withhold the quantity of debris a major storm can produce. Deployment of pressure-washing crews quickly eliminates debris that is clogging cracks or drainage holes.

SUPPLIES AND LOGISTICS



In a post-disaster scenario, access to basic needs such as clean water and electricity is often compromised. DRC will mobilize to procure and distribute items such as water, ice, and generators as needed, under the direction of Jefferson County.

DRC's sister company, SLS, specializes in supplies and logistics for disaster recovery. SLS has a complete management, operations, and logistics team ready at a moment's notice in multiple locations throughout the United States. With expedited response times to any area of the country, the SLS team and services are fully scalable to respond to assignments of any size, nature, and location.

SLS has performed multiple missions that have included the provision of emergency supplies and logistics in response to notable disasters, such as Winter Storm Uri (TX), Hurricane Harvey (TX), Hurricane Ida (LA), Hurricane Ian (FL), Hurricane Michael (FL), and others.

As part of the Sullivan Brothers Family of Companies, DRC and SLS often collaborate on projects. This collaboration expands the scope of services, personnel, equipment, and financial resources available to our clients. One example of DRC's collaboration with SLS includes the provision of emergency supplies and logistics in our response to Hurricane Ida. Together, we provided emergency catering, pallets of water, ice, drinks, potable water, temporary restrooms, laundry trailers, handwashing stations, generators, fuel services, fuel tank with trailer, and office trailers under a $2 million logistics contract with Jefferson Parish, Louisiana.

SLS and DRC's experience and capabilities with the provision of emergency supplies and logistics includes, but is not limited to, the following:

- Emergency Power Generators
- Temporary Sanitary Facilities
- Reefer and Refrigerator Container with an initial ice delivery
- Potable Water Truck and Drinking Water
- Mobile Fleet Repair Facilities, Technicians and Mechanics
- Temporary Signage and Traffic Control
- Canteen, inclusive of Operation and Staffing
- Emergency Temporary Dry-in of Facilities
- Temporary Security
- Temporary Lighting
- Temporary Fueling Facilities, inclusive of storage and dispensing
- Rental of Various Types of Equipment (i.e. loaders, dump trucks, etc.) with and without operators, including Rear-Loading Refuse Trucks
- Temporary Fencing
- Street Sweeping

TEMPORARY DEBRIS STAGING AND REDUCTION SITE OPERATIONS

Permitting and Site Mobilization

Within 24 hours of notice to proceed, DRC will begin mobilization to pre-established TDSRS locations. DRC will determine the number of temporary debris staging and reduction sites based on estimated volumes, travel times, traffic patterns, and materials to be processed. Once operational, a TDSRS should facilitate a minimum of five loads per truck per day.

If applicable, DRC will promptly execute Land Use Agreements with any private landowners. For any sites not already permitted, Kristy Fuentes, DRC's Vice President of Administration and Compliance, will submit a permitting request.

Prior to use, DRC will perform an environmental audit of each site. This audit will involve documenting the site using historical records and data; taking photos and video, possibly using drones; and taking soil samples. Depending on state regulations, other steps may be required, such as creating a Stormwater Pollution Prevention Plan (SWPPP), perimeter silt fencing, or air monitoring.

SITE SETUP AND MAINTENANCE

Typical On-Site Equipment, Supplies, and Manpower Needs

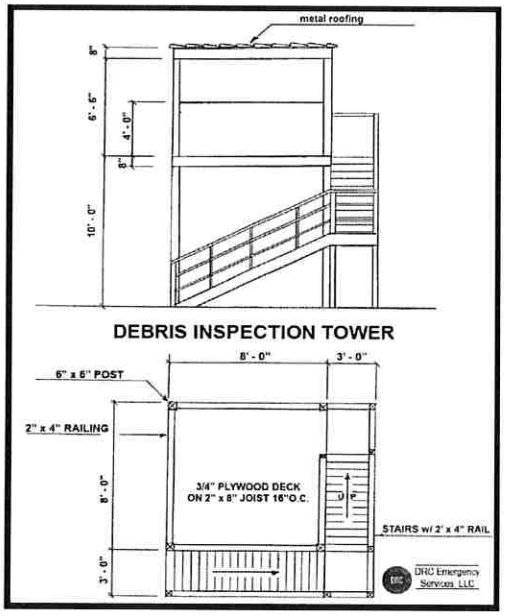
- Signage
- Equipment Operators
- Security Personnel
- Front-End Loader with Thumb
- Grinder – Horizontal or Tub
- Air Curtain or Above Ground Incinerator (if required)
- Inspection Tower(s)
- Site Manager
- Traffic Control Devices
- Bulldozer
- Excavator
- Sweeper
- Water Truck
- Perimeter Fencing (if required)

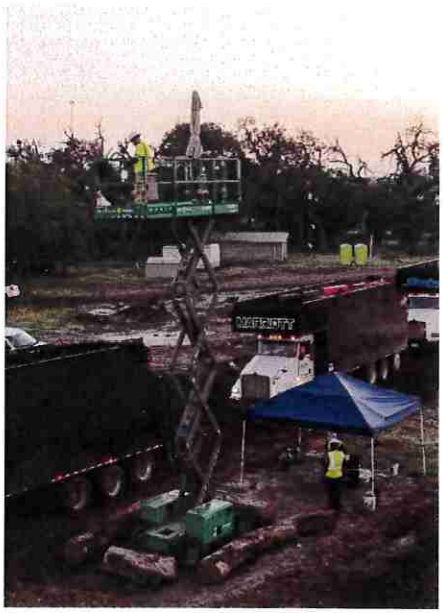
Access and traffic flow – DRC will establish separate points of ingress and egress to improve traffic flow and operational efficiency. Truck routes will be mapped to avoid driving through residential areas.

Traffic Control – Traffic control personnel, with appropriate traffic control safety equipment, will be stationed at the ingress observation tower to maintain vehicular traffic control. Additional traffic control personnel can be stationed throughout the site, as needed, to enforce proper traffic flow.

Inspection Towers – DRC will construct inspection towers to facilitate observation and measurement of debris hauled for storage at debris staging sites. If volume warrants it, each temporary debris staging and reduction site will contain two inspection towers: one tower at the point of ingress for use by the monitoring firm, and one tower at the point of egress to ensure all debris hauling trucks are in fact empty upon leaving the site. A single tower may be utilized if ingress and egress points are the same. Sometimes we will use all-terrain man lifts instead of constructed towers.







Maintenance and Grading – DRC will perform maintenance and grading of the debris management site throughout the operating day. Access roads will be constantly maintained, and dust control managed by use of a water truck. Access roads will be swept as often as necessary.

JOB SITE SECURITY

DRC will determine security needs on a case-by-case basis, in consultation with the County. Security on a debris removal site is a top priority for DRC, and several measures can be implemented to protect workers, the public, and nearby property. Only authorized personnel will have access to job sites.



Signage is one of the first lines of defense; clearly posted warning signs alert drivers and pedestrians to potential hazards, restricted areas, and heavy equipment zones.

Lighting is equally important, especially for early morning or evening operations, ensuring that workers can see clearly and that hazards are visible from a distance.

Fencing helps define the perimeter of the work zone, preventing unauthorized access and keeping debris contained within the site.

Gates provide controlled entry points for trucks and equipment, allowing site managers to monitor who enters and exits.

Security personnel play a key role in enforcing these measures; they oversee access control, monitor for safety violations, and deter theft or vandalism of equipment and materials.

Together, these security components create a controlled, well-organized environment that minimizes accidents, protects the public, and keeps operations running smoothly.

DEBRIS STORAGE AREA



Debris is segregated into five main areas:

Vegetative debris – Vegetative debris will be cleaned of C&D debris to the extent possible to facilitate compliance with requirements for reduction of vegetative debris and processing of C&D.

Construction and Demolition (C&D) Debris – C&D debris will be stored separately within an area that will facilitate material separation, compaction or grinding.

Recyclables/Salvage – Recyclable/salvageable materials will be stockpiled in accordance with the site plan.

White goods – White goods will be stockpiled in a contained area in accordance with the site plan, unless they are being transported directly to the recycler.

Household Hazardous Waste (HHW) – HHW will be segregated and stored in an approved containment area protected by lining and/or berms.

DEBRIS REDUCTION METHODS







Grinding and/or Chipping Operations – Grinding or chipping can achieve a 4 to 1 reduction of vegetative debris or greater. The resulting product can be burned for use as fuel or reused as mulch or compost. Grinding or chipping is less often used as a reduction method for C&D material due to its impact on equipment.

Burning – Most common in rural settings, burning is the most efficient reduction method for vegetative debris, as a 95% reduction can be achieved. However, environmental impact and safety must be considered. Air curtain incineration and trench burning mitigate the release of smoke and ash into the air and surrounding areas.

Compaction – Compaction is the best reduction method for construction and demolition debris. When combined with recycling, a 2 to 1 reduction ratio can be achieved.

FINAL DEBRIS DISPOSAL

DRC will transport debris to the final disposal sites mentioned earlier in the proposal. If additional sites are needed, For most projects, DRC will work with the County to determine final disposal location(s) for processed debris during the planning phase. Per Subtitle D, lined sites are generally selected. However, in some cases, permitted construction and demolition sites are used, when regulations allow.



RECYCLING OPTIONS



Vegetative Debris – After reduction by grinding or chipping, vegetative debris can serve a multitude of useful purposes. It can serve as a viable fuel source for manufacturing, etc., or used for agricultural purposes. It can be donated to residents for use in flower beds and gardens. It can be used as an alternative daily cover in landfills, when allowed. It can also be used as a roadbed for temporary roads, and it can be thinly spread across acreage to produce dirt.

Aggregates – Concrete, brick, and similar materials can be crushed and used as fill material, road base, etc.

Construction and Demolition Debris – Wood, metals, plastics, and sometimes gypsum can be pulled from the waste stream and recycled, if sufficient quantities exist and recycling facilities are available and accessible.

White Goods – White goods are easy to recycle due to abundant processors.

Electronic Waste (E-Waste) – Electronic waste items are quite abundant, particularly following a flood or tidal surge. E-waste is brought to specialized recycling facilities, where recyclable components are separated from hazardous waste and reenter the stream of commerce. Meanwhile, the hazardous components from E-waste are disposed of according to environmental regulations.

Tires – Tires can be recycled by third party facilities, who remove toxic and non-rubber components from the tires and then shred and reduce the remaining rubber into a fine powder. This recycled tire by-product can be used as an industrial fuel source, as construction fill, or in road bases, as well in the production of new tires or even in playground surfaces.

BENEFICIAL USE PROGRAMS

State and federal agencies across the country have created Beneficial Use Programs. These programs provide guidelines for how non-hazardous waste materials may be diverted from landfills and reused or recycled, providing economic, environmental, and social benefit to the community. Examples of beneficial uses, which vary by state, may include the following:

- Sediment from dredging projects can be used to nourish beaches, to enhance wetland habitats, to restore brownfields, or as construction fill.
- Organic materials such as vegetative debris, yard waste, race track stable bedding, and residues from agricultural or forestry production can be used as compost to enrich soil.
- Construction & Demolition materials such as steel, concrete, wood products, brick and clay tile, and asphalt shingles can be reused in myriad ways, such as for fuel, new products for road or building construction, mulch, soil amendment, or compost.

DRC will seek beneficial uses for non-hazardous debris in Jefferson County wherever possible, following state and local regulations and guidance.



Following the severe flooding in the Baton Rouge area in 2016, DRC opened and operated two temporary debris staging and reduction sites – **including the largest Temporary Debris Staging and Reduction Site on record** – to compact and recycle C&D debris prior to haul out for final disposal. These sites operated with such efficiency that FEMA and the USACE filmed the operation to use in training sessions. DRC removed more than 2,500,000 cubic yards of debris – including 1,000,000 cubic yards which we picked up over the course of just 30 days in East Baton Rouge Parish, Louisiana.

TEMPORARY DEBRIS STAGING AND REDUCTION SITE CLOSEOUT

Once operations are complete, DRC will restore all temporary debris staging and reduction sites. The scope of restoration is determined by post-use site conditions, terms of the land lease, and/or the County's directive and mutual understanding when public property is used. Restoration will include final removal of all debris and other managed components as well as all structures and temporary features. Additionally, DRC will perform grading and leveling, removal of temporary roads and fencing, and grassing or seeding as necessary to restore the site to documented pre-use condition. In most cases, both the property owner and the state environmental agency must inspect, release, and approve the final closure of a site.

DRC will use drone footage and still photography to illustrate the current condition of the site as it compares to the baseline or pre-use documentation. We will also conduct environmental sampling that mirrors pre-use sampling. For example, random soil samples, surface samples, and, if necessary, water samples, may be taken and sealed in containers for comparison with pre-use samples. Independent third-party engineers and testing labs may be used. Post-use samples and pre-use samples may be tested in an independent lab to determine the presence of contaminants.

DEMOBILIZATION

The project leader, whether that be the Project Manager or the Regional Manager, begins removing all equipment from the site once the TDSRS closeout procedures have been finalized and the County approves. Typically — dependent upon the scope of the project — DRC's demobilization process is concluded within 48 hours, including the final delivery of all project reports and documentation.

DEBRIS MANAGEMENT SITE DURING AND AFTER OPERATIONS



COMMITMENT TO COMPLIANCE & ETHICAL BUSINESS CONDUCT

DRC strives to provide the most dependable, honest, and customer-centric service in the industry by upholding the highest standards of ethical conduct and compliance at all times. To better ensure our continued compliance with all laws, rules, and regulations, DRC's senior management has established a formal code of business conduct, to which all contractors and individuals are expected to adhere. Kristy Fuentes, DRC's Vice President of Compliance and Administration, oversees the Corporate Compliance Program. Her responsibilities include the following:

- Evaluating internal and external compliance issues or concerns relating to DRC's interaction with customers
- Ensuring that our management, employees, and customers are in compliance with all applicable rules and regulations
- Serving as a valuable line of communication between the company and its customers
- Acting as a conduit to the President by monitoring and reporting results of the ethics practices of the company
- Providing guidance to the senior management team

Ms. Fuentes is authorized to implement all necessary actions to insure achievement of the objectives of an effective compliance program.

DRC'S CORE VALUES



APPLICATION OF CORE VALUES

DRC is committed to upholding our core values in all aspects of business and conduct. We expect all personnel to uphold these values in every interaction:

- To our **customers** we place highest priority on our response time to a disaster, our effectiveness, and the quality of our service and solutions.
- To our fellow **employees** we look out for their welfare, safety and health. We promote an environment that encourages new ideas, enjoyment of work, and equal opportunity for advancement.
- To our **suppliers and subcontractors**, we are fair and professional, honoring our commitments to our business partners.

COMPLIANCE STANDARDS AND PROCEDURES

DRC aspires to be the **first in response** for natural and man-made disasters by being prepared, responsive, and competent, and by demonstrating ethical business conduct. Headed by a team of caring people, we recognize that how we do our work is as important as what work we do. We will not tolerate any shortcuts when it comes to our ethical values and standards of conduct.



QUALITY CONTROL PLAN

The purpose of the Quality Control Plan is to promote **efficient and safe operations** in the provision of **quality services**. DRC's approach to quality control consists of a series of tasks and processes tailored to suit the challenging circumstances facing Jefferson County in the wake of a disaster event. A copy of the Quality Control Plan is available for review upon request. Our mission is to provide the most dependable, honest, and customer-centric services in the industry by building lasting relationships with the clients we serve.

We are among the leading disaster management companies in the United States, specializing in providing emergency preparation, disaster response, and recovery from major catastrophes. Our experience covers all facets of a project, including the FEMA reimbursement process.

At DRC, we're always striking back against disaster.

DRC EMERGENCY SERVICES *Striking Back.*

TAB H: ADDITIONAL REQUIRED INFORMATION

EMERGENCY DISASTER ASSISTANCE RECOVERY FOR JEFFERSON COUNTY, PURSUANT TO CHAPTER 262, TEXAS LOCAL GOVERNMENT CODE, THE COUNTY PURCHASING ACT AND 2 CFR SECTIONS 200.318-327



SAFETY

DRC maintains an unwavering commitment to the health and safety of our employees, subcontractors, customers, and the communities that we serve.

Our goal is to ensure that all projects operate under the safest possible conditions and, as such, DRC maintains a robust in-house safety program. Headed by a dedicated team of Project Managers and Regional Managers, DRC's safety programs and practices include:

- Morning project safety toolbox meetings
- Weekly "better ideas for improvement" meetings
- Weekly formal safety meetings
- Constant safety training certifications
- Safety recognition through our "challenge coin" award program

DRC follows all OSHA regulations and other federal and state agency guidelines when conducting an operation. DRC's Corporate Safety Plan includes Safety Policies, an Accident Prevention Plan, and a Substance Abuse Policy. It is the policy of this organization to provide and maintain work environments and procedures which will achieve the following:

- Safeguard the public and government personnel, as well as property, materials, supplies, and equipment
- Provide a safe work environment for employees and subcontractors
- Avoid interruptions to operations and delays involving project completion
- Increase morale
- Reduce costs

DRC's staff includes Sam Dancer, Safety Officer, and Jarod Tassin, Taylor Jumonville, Andy Allshouse, and Scott Matthews, Maintenance of Traffic (MOT) Specialists who bring invaluable skill and expertise to each project. With over 100 FEMA/OSHA certifications, Mr. Dancer oversees training and safety procedures. A copy of DRC's Corporate Safety Plan is available for review upon request.

Employee and Subcontractor Training Programs

Smith System Driver Training
Hazardous Materials Training
Demolition Safety
Asbestos Abatement Training
Power Line Awareness
Hazardous Communication
Lockout/Tagout
Fire Prevention Training

EMPLOYEE PERFORMANCE AND TRAINING

As one of the leading disaster response companies in the United States, DRC has developed one of the most comprehensive employee training modules in the industry. Every staff member is continuously trained in the following:

- Online FEMA doctrine
- Safety performance and practice

- Certifications related to individual disciplines

All personnel records (including those of management, supervisors, foremen, and laborers) are maintained to ensure all personnel have current training and certification relative to their job assignments. All DRC's personnel receive specialized training in emergency management and are encouraged to further their education.

DRUG FREE WORKPLACE

It is the goal of DRC to maintain a drug-free workplace in accordance with the Drug-Free Workplace Act of 1988. DRC has adopted the following policies on a case-by-case basis:

1. The unlawful manufacture, possession, distribution, or use of controlled substances is prohibited in the workplace.
2. As an ongoing condition of employment, employees are required to abide by this prohibition and to notify their supervisor, the Managing Director, or Vice President in writing and within five (5) days of the violation of any criminal drug statute arrest or conviction they receive.
3. Employees who violate this prohibition or receive such a conviction are subject to corrective or disciplinary action as deemed appropriate, up to and including termination.
4. DRC provides information about drug counseling and treatment.
5. DRC reserves the right to search and inspect for the maintenance of a safe workplace.

"Your attention to safety is to be commended."

- Cynthia Halsey, Environmental Services, Okaloosa County, Florida



PROMPT DAMAGE RESOLUTION

- DRC maintains a damage hotline (888-721-4DRC) for all projects. A complaint manager is assigned to the project and is responsible for tracking all damage and repairs.
- DRC will investigate all damage complaints within 24 hours and will propose a resolution to the damaged party within 48 hours.

DOCUMENTATION & DATA MANAGEMENT



INVOICING PROCEDURE

DRC's invoicing procedure is as follows:

- Load tickets are received, logged, and then scanned into DRC's database system. Tickets are then entered and audited for accuracy.
- An invoice is created, along with the ticket data backup.
- The reconciliation process then takes place with either the Monitoring Firm or the reconciliation contact with the County.
- Once the invoice and ticket data have been 100% reconciled, the Monitoring Firm or the reconciliation contact with the jurisdiction recommends the invoice to FEMA for payment.
- Frequency: invoicing is usually performed on a biweekly basis.

DATA CENTER

DRC maintains a fully staffed, fully operational Data Center at its headquarters all year. The Data Center is staffed by experienced personnel with extensive knowledge of recording, reporting, contract, and reimbursement requirements. The Data Center is equipped with state-of-the-art information technology and is prepared to meet and exceed the reporting requirements of each client. All servers and networked computers are backed up both on and off-site every day. The urgent nature of DRC's work requires that the Company remain online and in contact across its network at all times.

DAILY REPORTS

DRC shall submit daily progress and quality control reports to the County for all activities. Each report will contain, at a minimum, the following information:

- Letterhead with DRC name and contact information
- Report Date
- Location of completed work
- Location of work for the next day
- Daily and cumulative hours for each piece of equipment and crew (Emergency Clearance)
- List of roads that were cleared (Emergency Clearance)
- Number of Crews (including number of trucks and loading equipment)
- Daily and cumulative totals of debris removed, by category

- Daily and cumulative totals of debris processed, to include method(s) of processing and disposal location(s)
- Daily estimate of hazardous waste debris segregated, and cumulative amount of hazardous waste placed in the designated holding area
- Number of hazardous trees and hanging limbs removed
- Problems encountered or anticipated and proposed solutions

Daily Reports are co-signed by the County's inspector to verify work performed. In addition, the County receives an original copy of all load tickets and receives and verifies for co-signature a Daily Reconciliation Sheet listing each load ticket, truck number, crew number, street, truck volume, percent full, credited volume of debris removed, and the total volume removed for the day. This Daily Reconciliation Sheet can become the invoicing document for the contract.

DOCUMENTATION AND RECOVERY PROCESS

Prior to the beginning of hurricane season, DRC will meet with the County and the Debris Management Monitor to finalize and test the processes for inspection and documentation that are to be used during the response and recovery phases of debris removal. At all times, DRC will provide the County access to all work sites and disposal areas. DRC and the Debris Management Monitor will have personnel in place to verify and maintain records regarding the contents and cubic yards of the vehicles entering and leaving the site. The Debris Management Monitor will coordinate data recording and information management processes, including but not limited to the following:

- Prepare detailed estimates and submit to FEMA for use in Project Worksheet preparation.
- Implement and maintain a disaster debris management system linking load ticket and temporary debris staging and reduction site information, including reconciliation and photographic documentation processes.
- Provide daily, weekly, or other periodic reports for the County managers and DRC, noting work progress and efficiency, current/revised estimates, project completion and other schedule forecasts/updates.

DRC will provide the following assistance:

- Create recovery process documentation plan
- Maintain documentation of recovery process
- Provide written and oral status reports as requested to the County and the Debris Management Monitor
- Review documentation for accuracy
- Assist in preparation of claim documentation

DRC understands that complete and accurate records are required for the receipt of federal funds. We will provide the Debris Management Monitor with all requested information that is necessary for proper documentation. DRC will work closely with FEMA and other applicable State and Federal agencies to ensure that eligible debris collection and data documenting appropriately address likely concerns of the reimbursement agencies.

COMMUNICATION & IN-FIELD TECHNOLOGY

COMMUNICATION TECHNOLOGY

Real-time communication is used to facilitate the field team's access to project resources and allow reporting by the field teams to program management. Radios/cell phones are used to initiate mobilization, support communication between the off-site and on-site personnel before utilities are established, and provide a means of ongoing communication with the site management team. Cellular technology has been fortified and reinforced over the past decade, and recent events have proven that even if cellular telephone capability is impacted, text messaging is almost always available due to the minimal bandwidth required. Should this technology fail, DRC has satellite radios, which can be deployed in a matter of hours. DRC's field staff also regularly use StarLink immediately after disasters to maintain lines of communication with our management and our clients. This technology mitigates any challenges that have previously arisen from disruptions to telecommunication services after a disaster.

IN-FIELD TECHNOLOGY

Project Manager's Toolbox

In the field, Project Managers utilize iPads to access DRC's Project Manager's Toolbox, an automated system which provides seamless real-time information exchange between office and field, no matter the size and scale of the project(s). The tool applies to all aspects of project management, including the following:

- Real-time damage and complaint reporting and resolution
- TDSRS reporting and site close out documentation
- Operations planning and daily reporting for client, monitor, and office
- Zone assignments and progress tracking
- Push Crew Tracking complete with time-stamped, geotagged photo backup

The toolbox replaces paper and endless emails with a secure database that utilizes Microsoft Multifactor authentication (MFA) and HIPAA compliant digital signatures.

Mapline

DRC utilizes innovative digital mapping technology to create custom maps specific to each project and jurisdiction. Maps may include any or all of the following:

- Equipment Staging Areas
- Collection Grids
- Landfills and TDSRS Locations
- Milage Radius for Tiered Hauling Distances

Mapline is utilized to optimize routing and send precise coordinates to operators in the field. Maps are updated in real time and are readily accessible in the field through phones and iPads.

CLIENT INTERACTION PROGRAM

At DRC we take very seriously the faith placed in our team upon selection by Jefferson County as the Disaster Debris Management Provider. Having been the primary provider of services on some of the largest and most destructive events to ever impact our country, we appreciate and recognize the amount of information and interaction necessary for us to be completely prepared to provide the most effective debris removal program to Jefferson County.

It is for this reason that the DRC Management and Operations Team spends as much time as is necessary working with local government leaders in times of non-event to gain that essential, in-depth understanding of local issues, priorities, concerns, and objectives, to provide a level of responsiveness that is unmatched in the industry. DRC's Regional Manager will meet regularly with Jefferson County to discuss items such as temporary debris staging and reduction site viability, priority roadways, critical access, and infrastructure concerns.

In any post-event scenario, participation by select County staff is critical. County employees, generally from Public Works or Solid Waste, provide direction and support pertaining to project approach, prioritization of push and collection routes, critical roadways and facilities, and physical nuances DRC might otherwise not know. DRC will begin to develop relationships with those responsible within the local government immediately upon contract award to establish and gain a deep understanding of the unique needs, concerns, and priorities of the County.

At no cost to the County, DRC will provide an annual "Pre-Season Debris Response & Readiness Workshop" whereby members of the County Debris Team, Public Works, and Finance & Administration can be updated on policy and guidance changes, roles and responsibilities of your debris management provider, and overall disaster debris educational training. These annual workshops have been immensely successful throughout the country, allowing the DRC team to interact with clients, share important information, and refresh local points of contact in the months leading up to hurricane season.

During times of post-event activation, DRC will engage the County staff and seek input continually, by way of daily meetings with all project participants, field interaction, and comprehensive daily reporting. This consistent interaction has successfully proven on past activations to keep critical lines of communication in place, provide complete transparency into the daily process, progress, challenges, and accomplishments, and provide early answers to the public and local government officials.

DRC firmly believes in serving clients year-round and not just at the time of an event or activation. Whether we are needed to respond to a minor contract activation or a large-scale catastrophic event, DRC believes that adequate planning and preparation are key to a successful and fully reimbursable debris removal program.

RELATIONSHIP BETWEEN DRC AND THE DEBRIS MANAGEMENT MONITOR

Building a positive working relationship between DRC and the debris management monitoring firm is crucial to the success of any project. For more than 20 years, DRC has worked with third party debris monitoring firms to achieve success in projects of all sizes. We have worked with nearly all of the debris management monitoring firms in the United States. Thus, it is very rare that DRC begins a debris project without already being familiar with the firm and their personnel.

As such, DRC has worked with the systems and software of all the major third-party monitoring firms. From manual ticketing to the more technical electronic tracking and ticketing systems, DRC has experience with every iteration existing today. DRC's understanding of the key elements of 44 CFR and FEMA 325 also enables DRC to operate congruently with the monitoring firm. DRC's team is prepared to work effectively with the County's chosen monitor.

POST EVENT EVALUATIONS

HOT WASH MEETINGS

DRC holds a Hot Wash with each jurisdiction post event. A Hot Wash is an after-action evaluation that occurs between DRC and the client. This post activation meeting serves as a forum for the client to discuss the project as a whole, the processes that were implemented, and any potential improvements. Additionally, DRC has an internal meeting to discuss development strategies and innovative concepts for future activations.

SUBCONTRACTOR EVALUATION

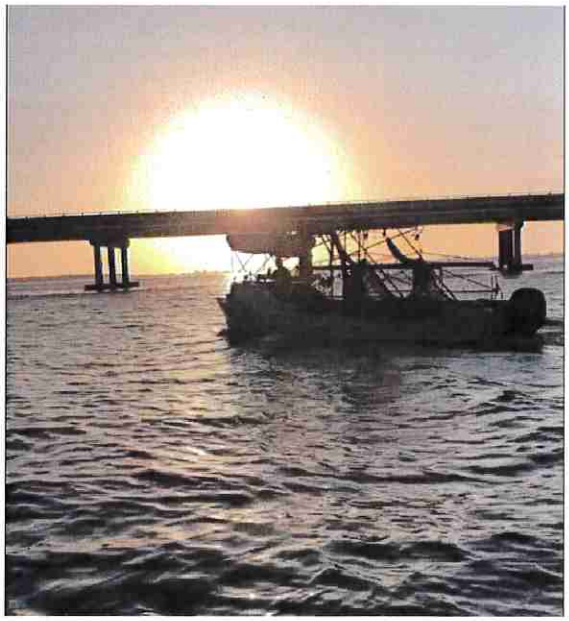
DRC has a large network of subcontractors and maintains long-standing relationships with trained and exclusively committed key subcontractors. Additionally, DRC strongly believes the use of local resources is vitally important to a successful disaster recovery operation. For decades, DRC has been building relationships with subcontractors across the nation. DRC utilizes a 55-point Post Event Subcontractor Evaluation Form to aid in building our reliable network of subcontractors.

SUSTAINABILITY

DRC is committed to the protection and restoration of communities and ecosystems affected by disasters. Although many of the events we respond to are caused by the forces of nature, these events often result in widespread environmental impacts. Moreover, the mitigation of these disasters, including the transportation and processing of large volumes of waste material, can have negative environmental impacts if not pursued with the care that defines DRC's work.



The removal of debris and waste materials, the restoration of damaged and compromised natural and constructed habitats, and in some cases the reconstruction of damaged coastal, marine, and wetland environments are the core missions in a DRC disaster response. Furthermore, DRC is committed to ensuring that our work and its byproducts have minimal to no environmental impact. Finally, DRC has embarked on a recycling program to ensure the most advantageous disposal of all the materials that we remove.



PROTECTING WILDLIFE IN ENVIRONMENTALLY SENSITIVE AREAS

DRC has a long history of successfully protecting wildlife and ecology in environmentally sensitive areas.



- In 2023, DRC removed sargassum from Sarasota beaches while coordinating with turtle surveyors and the Florida Department of Environmental Protection to implement proper procedures and ensure the protection of turtle nests.
- In 2021, DRC implemented measures to protect the local manatee population while performing marine debris removal, submerged vehicles removal, and the removal, screening, and placement of sand in Jefferson Parish, Louisiana. During this project, DRC mobilized 138 trucks on a single day.
- In 2008, DRC was activated in 23 Texas jurisdictions in the response to Hurricane Ike. Before commencing our debris removal operation in the ecologically sensitive coastal areas of Galveston Island, DRC staff received specialized training on how to protect the Kemp's Ridley Sea Turtle.

Pinellas County Red Tide



In 2018, DRC was activated in Pinellas County, Florida to remove and dispose of dead fish resulting from a one-million-acre red tide bloom in the Gulf of Mexico. A red tide bloom is caused by algae that produce toxins that kill aquatic life, make the surrounding air difficult to breathe, and often turn the water red. DRC efficiently removed over 3.6 million pounds of dead fish in a three-month span, using a variety of equipment. Shrimp boats were used to scoop up the dead fish offshore before they hit the beaches and inland waterways. For the fish that made it to shore, as well as into the canals, we implemented skimmer boats and beach rakes. DRC successfully cleaned and maintained 45 miles of coastline, keeping the beaches suitable for visitors. With the assistance of the United States Coast Guard, we were able to monitor the red tide plume's movement by helicopter, coordinating with the Florida Wildlife Commission as to the migration and effect of the algae. DRC and our partners on this project were awarded the 2018 Environmental Project of the Year by the West Coast Branch of the American Public Works Association.

BP Deepwater Horizon Oil Spill



DRC successfully performed in several contracts directly related to the oil spill in the Gulf of Mexico which flowed for three months in 2010. DRC conceived, executed, supervised, and funded a 150-mile Gulf of Mexico shoreline protection system in response to the oil spill. We relied on our depth of knowledge of debris handling in ecologically sensitive environments to guide the placement, management, and removal of oil containment boom. DRC staff had a personal interest in protecting the Gulf Coast as they were among the affected residents.

During this time, DRC was successfully classified as an Oil Spill Removal Organization (OSRO) by the United States Coast Guard. The company met several classifications which were listed on the OSRO Classification Matrix. Participation in this program allowed DRC to provide professionally recognized services to Escambia County, Florida as well as Plaquemines Parish, Terrebonne Parish, and Lafitte Parish, Louisiana.

DRC was tasked with designing coastal protective systems and unique collection programs along more than one hundred miles of estuaries in southwest Louisiana. The programs involved intensive employee training relative to the identification and protection of wildlife nesting and reproduction areas. DRC also played a role in setting up wildlife recovery and cleaning stations in Plaquemines Parish, Louisiana, where employees volunteered to help conduct rehabilitation and release programs.

RECYCLING

DRC has a wealth of experience performing landfill avoidance projects.

- Following Hurricane Ian in 2022, DRC was activated in 20 jurisdictions, managed 21 temporary debris staging and reduction sites, and removed and disposed of over five million cubic yards of debris in Sarasota County, Florida, and surrounding municipalities. DRC recycled 100% of the 3.3 million cubic yards of vegetative debris collected.
- In our response to Hurricane Ike in Houston in 2008, DRC recycled 100% of the more than five million cubic yards of vegetative debris we collected through a joint program with Republic Services. The material was used as alternative daily cover in landfills; as roadbed for temporary roads; as compost; and was given to citizens for use in landscaping. The same year in Galveston, DRC separated materials such as reusable wood, glass, metals, and drywall to achieve a high percentage of material reuse.
- DRC is pleased to have a formal partnership with Agromin, California's largest organics recycler. Agromin was voted Composter of the Year by the US Composting Council. All of the vegetative debris collected by DRC from California clients is composted and 100% recycled by Agromin. These materials are turned into rich soil to nourish agricultural land as well as for use by residents, municipalities, and landscapers throughout the state.

INSURANCE

DRC is one of the few companies in our industry to carry environmental insurance. While our operating procedures strictly adhere to environmental guidelines, the operation of temporary debris staging and reduction sites within a jurisdiction presents an element of potential exposure. The insurance held by DRC places an extra level of protection for the County that goes beyond the protection already provided through sound operating practices. Additionally, all of DRC's key personnel maintain a current 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) certificate.

RECOVER

PREPARE | RESPOND | **RECOVER**

- Demolition
- Temporary Facilities Services
- Post Disaster Temporary Housing
- Marine Services



Once the initial response phase is over, full recovery from a major disaster can still be a big job. Affected communities may require many additional services to be restored to pre-event wholeness.

Under the joint ownership of the Sullivan Brothers Family of Companies, DRC Emergency Services, SLS, Forgen, and Callan Marine comprise a core of companies that excel at providing a turnkey approach to total disaster management. We stand alone in the industry as the only company that can provide the full range of disaster response and recovery services.

DRC EMERGENCY SERVICES Striking Back. SLS Forgen CALLAN MARINE ...safety...integrity...quality...

DEMOLITION & PRIVATE PROPERTY DEBRIS REMOVAL

DRC has extensive experience in removing all kinds of debris from private property after every type of disaster. Upon the request of Jefferson County, DRC will remove debris from private properties as directed. Depending on the severity of the event, and with proper documentation in place, FEMA reimbursement may be available.

The FEMA Private Property Debris Removal Program plays a crucial role in facilitating the cleanup and recovery process for individuals and families affected by natural disasters. Here's a breakdown of key aspects of the program:

- **Eligibility Criteria**: The program is designed to assist property owners whose residences or businesses have been damaged or destroyed by a federally declared disaster, providing financial assistance for the removal of debris from their private properties.
- **Types of Debris Covered**: Eligible debris includes vegetative debris and construction and demolition materials resulting directly from the disaster event, such as fallen trees, damaged structures, and household belongings.
- **Documentation Requirements**: Property owners must submit thorough documentation, including photographs, damage assessments, and estimates for debris removal costs, to support their eligibility for assistance under the program.
- **Environmental Considerations**: Debris removal activities must adhere to environmental regulations and guidelines to minimize ecological impact and ensure safe disposal of hazardous materials, such as asbestos or household chemicals.
- **Reimbursement Process**: Upon completion of debris removal operations, property owners or their contractors submit documentation of incurred expenses to FEMA for reimbursement, subject to verification and approval.
- **Community Outreach and Education**: FEMA conducts outreach and education initiatives to inform property owners about the program, eligibility requirements, and available resources to facilitate their participation and ensure equitable access to assistance.

The FEMA Private Property Debris Removal Program serves as a vital resource for individuals and communities navigating the challenges of post-disaster recovery, offering financial support and logistical assistance to expedite the cleanup process and facilitate the rebuilding of homes and businesses.

POLICY UPDATE

Pre-approval from FEMA is not required for the Applicant to begin PPDR work (including on privately owned residential and commercial property); however, for the Applicant to receive PA funding, FEMA must determine that the work is eligible. The Applicant must notify FEMA that PPDR is being conducted and the type of property on which the PPDR is being conducted and the type of property on which the PPDR is being conducted (e.g., privately-owned residential or commercial property) so FEMA can ensure notifications to the necessary FEMA components and federal partners.

- FEMA Memorandum, dated October 17, 2022

EXPERTISE IN PRIVATE PROPERTY DEBRIS REMOVAL & DEMOLITION



For decades, DRC has provided structural and strategic demolition services on both public and private property in a safe, environmentally responsible manner. DRC's number one priority is to eliminate the immediate threat to public health and safety that damaged and abandoned structures may cause. DRC works closely with federal, state, and local entities to ensure compliance with environmental guidelines.

Demolition is an integral part of any community's recovery from a major disaster, and DRC has a long and wide-ranging history of successfully managing numerous Right-of-Entry Programs in accordance with FEMA guidelines. Since its inception, DRC has performed private property debris removal and demolitions following wildfires in California, Colorado, Hawaii, New Mexico, and Washington State; tornadoes in Alabama and Kentucky (as the ACI contractor for the United States Army Corps of Engineers for Region 3); as well as Hurricanes Katrina, Gustav, Michael, Laura, Ida, and Ian. DRC has performed 11,782 strategic demolitions for the City of New Orleans to stimulate economic recovery. DRC has also demolished thousands of blighted properties in Washington, Jefferson, and Terrebonne Parishes and the City of Lake Charles, Louisiana following multiple hurricanes. The FEMA demolition,

Selective Salvage demolition and Strategic Demolition projects, which have been in effect since 2007, are responsible for the elimination of more than 2,000 blighted properties.

SLS

DRC's sister Company, SLS, is a prominent provider of post-disaster temporary housing. From turnkey temporary trailer facilities to massive temporary facilities designed to house and feed thousands, SLS has designed and performed housing solutions for a wide range of post disaster applications.

SLS pioneered the current FEMA Sheltering and Temporary Essential Power (STEP) program during the aftermath of Hurricane Sandy in New York. The Program in New York was called "Rapid Repair," and a similar program in Baton Rouge was called "Shelter at Home." These programs are designed to perform essential elements of restoring damaged single-family residences and return homeowners back into their homes quickly. Rapidly returning displaced families to their homes provides a sense of community and normalcy to the affected residents. Additionally, the cost of the typical STEP program is approximately 20% of the cost of placing a displaced family into a trailer or similar structure. SLS is composed of four major divisions:

- **RESPONSE**
- **HEALTH**
- **FEDERAL SERVICES**
- **HOUSING**

Each division is distinct in focus, scope and services provided, but seamlessly utilizes a pool of leadership, talent, resources and financial capabilities.

We perform a multitude of large-scale assignments for federal, state, regional, county and municipal entities — **with a keen focus on the comprehensive rehabilitation, reconstruction and recovery of communities impacted by emergencies and disasters.** Additionally, our team provides infrastructure, facility construction and rehabilitation services; remote workforce compounds and basecamp facilities; turnkey health solutions; and intermodal, industrial and marine facility construction.









Forgen

At Forgen, we leave the planet better than we found it. Our integrated geotechnical and civil construction and environmental remediation services restore and strengthen our natural surroundings to protect people, communities, and the environment for generations to come. We have successfully delivered large, multi-disciplinary projects for public and private sector clients across North America for more than a decade, safely tackling complex challenges across a variety of industries.



Forgen's core service lines include:

- Geotechnical and Civil Construction
- Disaster Mitigation and Recovery
- Flood Control and Ecosystem Restoration
- Environmental Remediation

FORGEN-DRC JOINT VENTURE

Forgen and DRC formed a joint venture to strengthen our ability to support emergency response efforts for wildfire and hurricane disasters nationwide. The joint venture combines Forgen's wildfire response and debris removal in the western US with DRC's emergency response and vehicle and tree removal expertise supporting hurricane disaster management and recovery efforts on the Gulf Coast. Forgen and DRC are part of a multi-billion-dollar Sullivan Family of Companies with over $2.2B in USACE design-build experience in the past five years.

After the Southern Branch wildfires in California in 2020, Forgen and DRC worked in tandem to remove debris from over 600 properties. We removed 40,000 tons of ash and debris and 16,000 tons of potentially impacted soil. We also removed and recycled 32,000 tons of concrete, 4,400 tons of metal, and 11,800 hazardous trees.

Together, Forgen and DRC cleared 168 properties after the 2021-2022 Marshall Fire in Boulder County, Colorado. We removed 40,590 tons of concrete; 41,333 tons of ash, soil, and debris; 805 tons of metal; and 880 tons of vegetative debris.

Following the Maui fires in 2023, Forgen and DRC teamed with Native Hawaiian organization Dawson Solutions to provide disaster relief execution and management for the United States Army Corps of Engineers. We completed nearly 1,600 property assessments in 90 days, working 7 days a week. The data collected was used to determine the level of effort required to clean up each property in the next phase.

CALLAN MARINE

DRC's sister Company, Callan Marine, is a highly specialized construction firm capable of providing design, engineering, management and construction services, such as the following:

- Marine debris management and removal
- Offshore and inland dredging
- Shoreline protection
- Beach re-nourishment
- Port/Dock facility construction
- Wetlands construction
- Marine protection mitigation and improvements

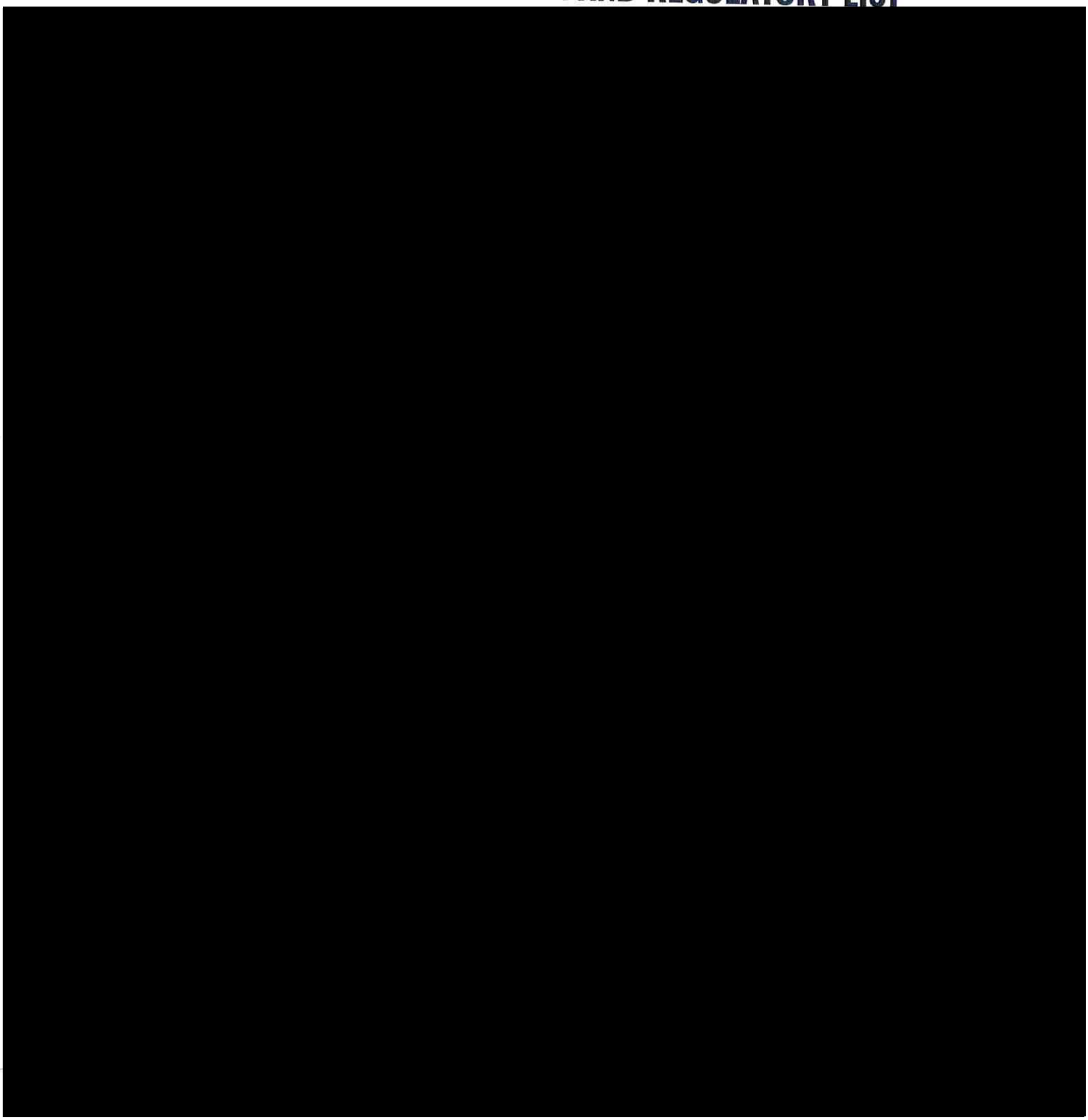
For over ten years, Callan Marine has been serving public and private clients by providing crucial dredging services and executing new maritime construction and expansion projects. We restore berthing depths for ship docks and navigation channels, facilitating transportation in our nation's waterways.

With a mission of safety, quality, and integrity, Callan Marine can customize a response solution for you.

As the leading marine construction service provider on the Gulf Coast, Callan Marine has dredged thousands of miles of waterways in the region to keep our customers productive.



DRC EMERGENCY SERVICES, LLC
THREE YEAR LITIGATION AND REGULATORY LIST



DRC EMERGENCY SERVICES Striking Back.

TAB H: ADDITIONAL REQUIRED INFORMATION

EMERGENCY DISASTER ASSISTANCE RECOVERY FOR JEFFERSON COUNTY, PURSUANT TO CHAPTER 262, TEXAS LOCAL GOVERNMENT CODE, THE COUNTY PURCHASING ACT AND 2 CFR SECTIONS 200.318-327



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah Clark, Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

MEMORANDUM

To: Commissioners' Court

From: Deborah Clark
Purchasing Agent

Date: February 17, 2026

Re: Surplus Property Auction

Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code §263.152 (a) (1) by Horn's Auction, Inc. The auction is schedule for Saturday, March 7, 2026 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE
HORN AUCTION
March 7, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
SHERIFF - WARRANTS	2020 CHEVROLET SILVERADO	1GCUYAEFXLZ107523	36738
contact person: Joe Zurita			

1080

Approved by Commissioners' Court: _____

Agreement Number: CDV25-0183

TEXAS DEPARTMENT OF AGRICULTURE
GRANT AGREEMENT

GRANT RECIPIENT	Jefferson County		
GRANT PROGRAM	CDBG - Community Development Fund - 2025		
PROJECT TITLE	CDBG - Community Development Fund - 2025		
CFDA NUMBER	14.228		
PERFORMANCE PERIOD/ AGREEMENT TERM	2/1/2026	through	1/31/2028

AUTHORITY AND PURPOSE

The United States Government has awarded Community Development Block Grant ("CDBG") funds to the State of Texas for activities authorized under Title I of the Housing and Community Development Act of 1974 ("HCD Act"), as amended (42 U.S.C. 5301 et seq.). The Texas Department of Agriculture ("Department") administers the State Community Development Block Grant ("TxCDBG") Program pursuant to Texas Government Code §487.051.

Grant Recipient has submitted a request for assistance under the above-referenced grant program ("Grant Program"), hereinafter referred to as the "Application" and incorporated by reference into this Grant Agreement ("Agreement") for all purposes. This Agreement sets forth the obligations of Texas Department of Agriculture ("Grantor" or "Department"), and Grant Recipient (collectively, the "Parties") along with the terms and conditions under which the Department will provide Grant Program funds to Grant Recipient under this award. Grant Recipient agrees to administer the project as described in the Application and in this Agreement ("Project"), and the Department agrees to fund the Project up to the Grant Amount reflected below.

PROJECT DESCRIPTION

First-time sewer connections and installation of sewer system components in unincorporated community of Cheek, in cooperation with West Jefferson County Municipal Water District

Grant Recipient agrees to carry out the Project and complete all approved activities in accordance with the terms of this Agreement, including the following exhibits, which are attached hereto and incorporated by reference into this Agreement for all purposes: Performance Plan and Award Specific Conditions (Exhibit A), Project Budget (Exhibit B), General Terms and Conditions (Exhibit C), and Certifications and Assurances (Exhibit D). Grant Recipient further agrees to comply with all statutes and regulations applicable to this award and such regulations and procedures as the Department may prescribe.

TOTAL GRANT AMOUNT NOT TO EXCEED	$750,000.00
MATCH AMOUNT (if applicable)	$15,000.00

GRANTEE	GRANTOR
Jefferson County	**TEXAS DEPARTMENT OF AGRICULTURE**
1149 Pearl 4th Floor Beaumont, Texas, 77701	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND Each person signing the Agreement certifies that he or she is authorized by Grantor or Grant Recipient to sign and execute the Agreement and to bind such party to its terms, performances, and conditions.	
PRINTED NAME AND TITLE OF PERSON SIGNING: ,	PRINTED NAME AND TITLE OF PERSON SIGNING: ,
DATE SIGNED:	DATE SIGNED:

Exhibit A

Performance Plan and Award Specific Conditions

A. Eligible Use of Funds

1. As a condition of receiving this award, Grant Recipient shall administer the Project funded under this Agreement and complete all activities described in this Exhibit A in accordance with the Project Schedule and performance goals outlined herein. Grant Recipient shall perform and complete all work and activities in a manner satisfactory to the Department and consistent with the terms and conditions of this Agreement and applicable statutes and regulations.

2. The use of Grant Program funds is premised upon, and conditioned on, Grant Recipient fulfilling one of the program's national objectives. Grant Recipient certifies that the activity (ies) carried out under this Agreement will meet the national objective of Activities benifitting low-to-moderate income persons. If Grant Recipient fails to meet a national program objective, as specified in this Exhibit A, Grant Recipient shall reimburse the Department all grant funds received under this Agreement within thirty (30) days of notice unless otherwise requested by the Department.

3. Grant Recipient will undertake the following activities and provide the following levels of program services.

Boyt St. First-Time Sewer - 14A

Grant Recipient shall address the following local need:

Failing onsite septic systems resulting in unsafe living conditions.

Grant Recipient shall complete the following work:

Install	15	first-time sanitary sewer service connections
Install	15	grinder pump stations
Decommssion	15	onsite sewage facility systems

and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Throughout the unincorporated Cheek community in Jefferson County.

This location is more fully described in Figure A1 below, which is incorporated herein. In the event of a conflict between this description and Figure A1 , Figure A1 controls.

These activities shall benefit 35 persons, of which 35 or 100.00 percent are of low- to moderate-income.

Boyt Lift Station - 03J

Grant Recipient shall address the following local need:

Aged and deteriorated lift station components resulting in compromised operation and efficiency.

Grant Recipient shall complete the following work:

Install	1	diesel bypass pump including concrete pad, bypass pumping, related piping, and electrical
Install	1	SCADA system

and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Northwest corner of Boyt Rd. and Lawhon Rd.

This location is more fully described in Figure A2 below, which is incorporated herein. In the event of a conflict between this description and Figure A2 , Figure A2 controls.

These activities shall benefit 338 persons, of which 209 or 61.83 percent are of low- to moderate-income.

Boyt Air Valve Improvements - 03J

Grant Recipient shall address the following local need:

Accumulation of air resulting in reduced efficiency.

Grant Recipient shall complete the following work:

Install	10	EA	force main air relief valves

and all associated appurtenances.

Grant Recipient shall perform this work in the following location(s):

Boyt Rd. and Brooks Rd.

This location is more fully described in Figure A3 below, which is incorporated herein. In the event of a conflict between this description and Figure A3 , Figure A3 controls.

These activities shall benefit 394 persons, of which 242 or 61.42 percent are of low- to moderate-income.

4. Grant Recipient shall ensure that all required engineering services are completed as required by state law, including preliminary and final design plans and specifications, interim and final inspections, and all relevant special services. Grant Recipient shall ensure that all Project-related administration activities are completed, as described in the current TxCDBG Project Implementation Manual.

B. Prohibited Activities

Grant Recipient may only use grant funds to carry out the activities described in this Agreement. Grant Recipient is prohibited from charging to this award the costs of ineligible activities, including those described at 24 CFR §570.207, and from using grant funds or personnel employed in the administration of activities under this Agreement for political activities, inherently religious activities, or lobbying.

C. Timeline

Grant Recipient will comply with the Project Schedule reflected below. Failure to meet any of the following milestones may result in sanctions as outlined in the TxCDBG Project Implementation Manual, Requests for Grant Applications, other published Department guidance, and conditions of this Agreement:

Pre-Agreement Cost Begins:	12/9/2024
Grant Agreement Period Begins:	2/1/2026
Environmental Review/Plans & Specifications Recommended to be Complete:	8/1/2026
Group B Forms Required to be Complete:	2/1/2027
Project Recommended to be Complete, including inspections:	10/1/2027
Grant Agreement Period Ends:	1/31/2028
Final Payment and Closeout Documentation Required to be Submitted:	4/1/2028

D. Special Conditions

Grant Recipient agrees and assures the Department that it will comply with all the special provisions and requirements of the award described herein.

1. Compliance: It is understood and agreed by the Parties that performance under this Agreement must be rendered in accordance with the Housing and Community Development Act of 1974, as identified in the Authority and Purpose

provision of the Agreement; the policies, procedures and regulations of the Department; assurances and certifications made to the Department by Grant Recipient; and assurances and certifications made to HUD by the State of Texas with regard to the operation of the TxCDBG Program. Based on these considerations, and in order to ensure the legal and effective performance under this Agreement, both Parties agree that such performance is subject to and governed by the provisions of the TxCDBG Project Implementation Manual and any amendments thereto. Further, the Department may, from time to time during the period of performance of this Agreement, issue policy directives which serve to establish, interpret, or clarify performance requirements under this Agreement. Such policy directives shall be promulgated by the Department in the form of TxCDBG issuances, shall have the effect of qualifying the terms of this Agreement, and shall be binding upon Grant Recipient, as if written herein; provided, however, that the policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Agreement so as to release the Department from any obligation specified in Section 4 of Exhibit C to reimburse costs incurred by Grant Recipient prior to the effective date of such amendments or policy directives. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in Federal or State laws or regulations, are automatically incorporated by reference into this Agreement for all purposes without written amendment and shall become effective on the date designated by such law or regulation.

2. Environmental Review: Grant Recipient understands and agrees that it is responsible for environmental review, decision-making, and action under 42 U.S.C. §5304(g), the National Environmental Policy Act of 1969 (NEPA) [42 U.S.C. §§4321 *et seq.*], and other provisions of law which further the purposes of NEPA, as specified in 24 CFR §58.5. Grant Recipient shall comply with the environmental review procedures set forth in 24 CFR Part 58, the TxCDBG Project Implementation Manual, and all other applicable federal, state, and local laws insofar as they apply to the performance of this Agreement. Neither Grant Recipient nor any participant in the development process, or any of their contractors, may commit grant or other funds on an activity or project, or execute a legally binding agreement for property acquisition, rehabilitation, conversion, repair or construction pertaining to a specific site until Grant Recipient has completed the environmental review process and the Department has authorized use of grant funds or approved the Grant Recipient's request for release of funds and related certification.

3. Citizen Participation: Grant Recipient shall provide for and encourage citizen participation, particularly by low and moderate income persons who reside in slum or blighted areas and areas in which the funds provided under this Agreement are used, in accordance with 24 CFR §570.486 and this Agreement.

4. Public Hearings: Grant Recipient shall hold a public hearing concerning any activities proposed to be added, deleted, or substantially changed, as determined by the Department, from the activities specified in the Application or the Performance Plan. Prior to the programmatic closure of this Agreement, Grant Recipient shall hold a public hearing to review its performance under this Agreement. For each public hearing scheduled and conducted by Grant Recipient, Grant Recipient shall comply with the hearing requirements specified in the TxCDBG Project Implementation Manual.

5. Complaint Procedures: Grant Recipient shall maintain written citizen complaint procedures that provide for a timely written response to complaints and grievances. Such procedures shall comply with the Department's requirements. Grant Recipient shall ensure that its citizens are aware of the location and hours at which they may obtain a copy of the written procedures and the address and phone number for submitting complaints.

6. Department Recognition: Grant Recipient shall have signage placed in a prominent, visible public area identifying the Project as funded by the Department. The signage must be legible from a distance of at least three (3) feet and comply with the wording, size and formatting requirements set forth in the TxCDBG Project Implementation Manual.

7. Program Income: In the same manner as required for all other funds under this Agreement, Grant Recipient shall maintain records of the receipt, accrual, and disposition of all program income (as defined at 24 CFR §570.489(e) and the TxCDBG Project Implementation Manual) generated by activities carried out with grant funds made available under this Agreement. The use of program income by Grant Recipient shall comply with the requirements set forth at 24 CFR §570.489(e). Grant Recipient shall use such income during the Agreement Term for activities permitted under

this Agreement prior to requesting additional funds from the Department. Grant Recipient shall provide reports of program income to the Department with each payment request in accordance with the payment procedures described herein, and at the termination of this Agreement. All unexpended program income shall be returned to the Department at the end of the Agreement Term, unless otherwise specifically provided within this Agreement.

8. Disbursement of Certain Funds: Funds for construction activities under this Agreement will not be disbursed to Grant Recipient until all requirements identified as Group B in the TxCDBG Project Implementation Manual, Section 2.2, have been satisfied. These requirements must be satisfactorily completed no later than the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*. In accordance with Sections 17 and 18 of Exhibit C, the Department may terminate this Agreement immediately if these special conditions are not met by the date identified in Section C, Project Schedule, above as *Group B Forms Required to be Complete*.

9. Source of Materials: Grant Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, §41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Grant Recipient's infrastructure project. Any funds obligated under this grant agreement are subject to BABA requirements as described in Chapter 4 of the TxCDBG Project Implementation Manual, unless excepted by a waiver.

10. Acquisition of Real Property: Grant Recipient shall carry out all acquisition of real property, easements, and/or rights-of-way necessary for the project in compliance with the Uniform Relocation Assistance and Real Property Acquisition Polices Act of 1970, 42 U.S.C. §4601 *et. seq*. Grant Recipient shall comply with the requirements set forth in 49 CFR Part 24, 24 CFR Part 42 and the TxCDBG Project Implementation Manual.

11. Emergency Response Policies: Grant Recipient shall maintain written certification of compliance with the requirements of the Violence Against Women Act Reauthorization of 2022 and the Right to Report Crime and Emergencies from One's Home, confirming 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 as required by TxCDBG Project Implementation Manual.

12. Immigration Policies: The Grant Recipient must ensure no grant funds are used in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations. The Grant Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA.

The Grant Recipient will retain documentation in its local files of the verification of immigration status and eligibility public benefits for each beneficiary of activities subject to this provision. The form and format of this verification shall be at the discretion of the Grant Recipient, provided no Personally Identifiable Information is uploaded to TDA-GO.

13. Other CDBG-Specific Certifications:

a. Grant Recipient certifies that is will not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government.

b. Grant Recipient certifies that it will not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment.

14. In addition to the documentation required by Chapter 2 of the Project Implementation Manual, funds for construction activities under this Agreement will not be disbursed to Grantee until these special conditions are met. Grantee shall submit to the department:

A copy of Grant Recipient's proposed first time water or sewer service assistance program guidelines for Department review and approval prior to the selection of program recipients.

15. Grant Recipient shall receive and maintain a copy of the final project record drawing(s) engineering schematic(s), as constructed using funds under this Agreement. These maps shall be provided in digital format containing the source map data (original vector data) and the graphic data in files on machine readable media. The digital copy provided shall not include a digital representation of the engineer's seal but the accompanying documentation from the engineer shall include a signed statement of when the map was authorized, that the digital map is a true representation of the original sealed document, and that a printed version with the seal has been provided to Contractor.

Grant Recipient shall provide the Department upon request a copy of all the electronic files and other data received, including the original vector data, and all documentation in electronic format in a file format determined by the Department.

16. Grant Recipient shall mitigate all existing septic systems in accordance with Texas Commission on Environmental Quality rules (Title 30, Chapter 285, Subchapter D, Texas Administrative Code), which state, "A tank that is not to be used again for holding sewage shall be abandoned. To properly abandon, the owner shall conduct the following actions, in the order listed. (1) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall have the wastewater removed by a waste transporter, holding a current registration with the executive director. (2) All tanks, boreholes, cesspools, seepage pits, holding tanks, and pump tanks shall be filled to ground level with fill material (less than three inches in diameter) which is free of organic and construction debris."

17. Prior to bidding construction for a project that includes first-time water or sewer service connections, the Grant Recipient must submit to the Department a list of households that have committed to connecting to the project, as described in the Project Implementation Manual. The commitment from the household must be maintained in the local files and must be binding in nature, e.g., the system's standard request for service and payment of a nonrefundable deposit, or execution of a temporary easement for construction of the connection line.

Exhibit B

Budget

A. Approved Budget

1. It is understood and agreed that the total amount of grant funds under this award shall be used for the Project outlined in this Agreement. Grant Recipient shall expend grant funds under this award in accordance with the approved Project budget specified herein. All Project-related expenses must be reasonable and necessary.

2. The Department may require a more detailed budget breakdown than the one contained herein, and Grant Recipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Department.

3. Any amendments to the Project budget must be approved in writing by both the Department and Grant Recipient.

HUD Activity	Awarded Amount
03J	$405,670.00
14A	$199,330.00
Engineering	$85,000.00
Admin	$60,000.00
Total Grant Awarded	**$750,000.00**
Committed as Match	**$15,000.00**
Match Ratio	**2.00%**

B. Pre-Award Costs

The Department may reimburse allowable administrative and engineering expenditures made by Grant Recipient prior to the effective date of the Agreement if incurred after 12/9/2024, and if Grant Recipient complied with all requirements for the release of such grant funds.

Exhibit C

General Terms and Conditions - Federal Grant

SECTION 1. COMPLIANCE WITH APPLICABLE LAWS

Grant Recipient agrees to administer the award and carry out the Project in compliance with all of the obligations described in this Agreement and shall ensure that the Project is financed, constructed, operated and maintained in accordance with all federal, state and local laws, ordinances, regulations, and published program guidance that are in any manner applicable to the activities performed by Grant Recipient under this award, its agents, employees, subgrantees, contractors and subcontractors pursuant to this Agreement. Failure to comply with such laws, ordinances, regulations, and guidance shall be grounds for termination of this Agreement for cause.

SECTION 2. AVAILABILITY OF FUNDS

Grant Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the actual receipt by the Department of funds appropriated to the Department by the Texas Legislature from State and/or Federal revenue or such other funding sources as may be applicable. If said funds or any part thereof are or become unavailable, the Department may terminate this Agreement or reduce the grant amount, as applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Texas Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an

event of default under the Agreement, and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations.

SECTION 3. ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND ACCOUNTING STANDARDS

Grant Recipient shall comply with, to the extent applicable, the provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200) and the Texas Grant Management Standards ("TxGMS") promulgated by the Texas Comptroller of Public Accounts pursuant to the Uniform Grant and Contract Management Act (Tex. Gov't Code, Chapter 783). Grant Recipient agrees to adhere to the administrative requirements and accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred under the award.

SECTION 4. METHOD OF PAYMENT

A. Funds will be disbursed for actual eligible costs incurred by Grant Recipient in connection with this Agreement. Determination of allowable costs shall be made in accordance with applicable government-wide cost principles under 2 CFR Part 200, Subpart E; the TxGMS; this Agreement; published program guidance; and such procedures as the Department may prescribe.

B. Payment requests shall be submitted to the Department in the manner and on the form required by the Department. Payment shall be made on an eligible cost-reimbursement basis only and in such amounts and increments approved by the Department for various phases of work following submission by Grant Recipient of a proper request for payment, including applicable, accurate and complete supporting documentation that substantiates the payment request in accordance with the Performance Plan under Exhibit A and the Project Budget reflected in Exhibit B.

C. The Department shall pay to Grant Recipient funds available under this Agreement based upon information submitted by Grant Recipient for allowable costs permitted under the Agreement and consistent with the Project Budget. The Department will notify Grant Recipient if there are concerns about the Project and shall not make disbursement of any such payment until the issues of concern are resolved and the Department has reviewed and approved such payment request. The Department may deny a payment request if the Department determines that the request is not supported by sufficient documentation.

D. The Department will not reimburse Grant Recipient for any costs incurred either prior to the effective date of the Agreement or after the termination or expiration date of the Agreement, unless otherwise stated herein or agreed to in writing by the Department.

E. The Department will not make final payment to Grant Recipient until all reports, unexpended program income and other deliverables required under the Agreement have been submitted to the Department in acceptable form.

SECTION 5. MATCHING AND COST SHARING REQUIREMENTS

Grant Recipient shall demonstrate to the satisfaction of the Department that it has complied with all matching and cost sharing requirements, if any, of this Agreement. Requests for reimbursement will only be paid after Grant Recipient provides documented minimum expenditure of matching funds in an amount proportionate to the reimbursement request.

SECTION 6. FINANCIAL MANAGEMENT

A. Grant Recipient shall maintain a financial management system that meets the standards for fund control and accountability as established in 2 CFR 200, Subpart D; the TxGMS; and this Agreement, as applicable, and that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. §§7501-7507).

Grant Recipient agrees to keep all Project accounts and records that fully disclose the amount and disposition by Grant Recipient of the proceeds of the award, the total cost of the Project in connection with which the award is given or used, the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. Grant Recipient's failure to comply with these requirements may result in termination of the award.

B. Grant Recipient shall maintain a financial management system that provides:

(1) Accurate, current and complete disclosure of all financial activities related to this Agreement, in accordance with Generally Accepted Accounting Principles;

(2) Records that clearly identify the source and application of all funds used for the purposes described in the Application, attached hereto and incorporated by reference as part of the Agreement for all purposes. These records shall, at a minimum, contain information pertaining to Agreement awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and program income;

(3) Effective internal and accounting controls over all funds, property, and other assets. Grant Recipient shall have in place a system for safeguarding all such assets and shall assure that such assets are used solely for authorized purposes; and

(4) Accounting records that are supported by source documentation.

C. Grant Recipient shall ensure that the funds provided by the Department to Grant Recipient under this Agreement are not misappropriated or misdirected to any other account, need, project, line-item, or unrelated activity.

D. In accordance with Article IX, Section 4.04 of the General Appropriations Act for the State Biennium for Fiscal Year 2022-2023 ("GAA"), Grant Recipient shall further ensure that grant funds received under this Agreement will be expended in a manner consistent with the limitations and reporting requirements established by GAA, Article IX, Part 2 (governing Provisions relating to the Position Classification Plan), Part 3 (governing Salary Administration and Employment Provisions), and Part 5 (governing Travel Regulations); Texas Government Code, Sections 556.004, .005, and .006; and Texas Government Code, Sections 2113.012 and .101.

SECTION 7. PROCUREMENT STANDARDS

Grant Recipient shall procure property, supplies, equipment, and services with funds provided under this Agreement in a manner consistent with (1) current Grant Program policy; (2) federal, state and local laws; (3) 2 CFR Part 200, Subpart D; and (4) the TxGMS, as applicable. The Department assumes no responsibility for contractual and administrative matters associated with Grant Recipient's procurement of such property, supplies, equipment, and services. No provider of property, supplies, equipment, and services to Grant Recipient shall be deemed a third-party beneficiary of this Agreement.

SECTION 8. PROPERTY MANAGEMENT STANDARDS

Grant Recipient shall use and dispose of property in a manner consistent with 2 CFR Part 200, Subpart D, and the TxGMS, as applicable, if such property has been furnished by the Department or acquired or improved in whole or in part with federal or state funds or if the cost of such property was charged to a project supported by federal or state funds.

SECTION 9. REPORTING REQUIREMENTS

A. Grant Recipient shall submit timely, complete, and accurate progress, performance, and financial reports in the manner and form specified by the Department. These reports shall be submitted to the Department on a periodic basis, as prescribed in Exhibit A, Award Specific Conditions.

B. Agreement obligations will remain in force until all final reports are reviewed and approved by the Department. The final report shall include a comparison of actual expenditures with the budget line items shown in Exhibit B, Project Budget.

C. Extensions to the reporting due dates prescribed in Exhibit A, Award Specific Conditions, may be granted by the Department upon receipt of a written request from Grant Recipient.

D. Failure of Grantee to comply with any of the reporting requirements in this Agreement may result in: (i) the revocation of a grant; (ii) withholding of current or future payment requests submitted by the Grant Recipient; (iii) requiring repayment of grant funds previously disbursed to Grant Recipient; (iv) a determination that Grant Recipient is ineligible for future Grant Program funds; and/or initiate other remedies for noncompliance as appropriate and permitted under this Agreement; 2 CFR Part 200, Subpart D; or the TxGMS.

SECTION 10. RECORD RETENTION

A. Grant Recipient shall maintain and retain all financial and statistical records, performance records, supporting documents, and all other records related, in any way, to this Agreement and award for a period of three (3) years from closeout of the grant from the federal awarding agency to the Department. If any litigation, claim, audit, administrative review or other action is initiated before the expiration of the record retention period, all records and supporting documents shall be retained until all issues and matters are resolved and final action taken.

B. The preceding record retention requirement is subject to the following exception: Records pertaining to nonexpendable property acquired with award funds shall be retained for three (3) years after final disposition of such property.

C. The Department reserves the right to direct Grant Recipient to retain documents for a longer period of time or transfer certain records to Department custody when it is determined the records possess longer term retention value.

D. Grant Recipient shall include the substance of this Section 10 in all subawards and subcontracts.

SECTION 11. INSPECTIONS AND MONITORING

A. Grant Recipient shall monitor the performance of all activities undertaken pursuant to this Agreement to assure that time schedules are being met, projected work and tasks are being accomplished and other performance goals are being achieved. Grant Recipient is accountable to the Department for the use of the grant funds provided and shall assure the award is administered in compliance with all applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

B. Grant Recipient agrees to notify the Department in writing of any circumstances or conditions that may negatively affect or are negatively affecting program objectives or performance as soon as they are known. These conditions include but are not limited to circumstances and problems that prevent the meeting of time schedules and goals or preclude the attainment of Project work within established time periods. In its notification, Grant Recipient shall include a statement of the action taken or contemplated by Grant Recipient to correct the problems and the time frame within which corrective action will be taken.

C. Grant Recipient's progress will be monitored periodically by the Department to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each Grant Program and will identify areas where technical assistance and other

support may be needed.

D. The Department may, at any time, require that Grant Recipient provide such other information as is deemed necessary by the Department to enable it to fully monitor the Agreement.

E. The Department may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits, inspections, or monitoring reviews. The Department may require Grant Recipient to take timely and appropriate action on all deficiencies pertaining to the award detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this Agreement, the Department may impose additional conditions on the use of funds to ensure future compliance. Failure of Grant Recipient to take timely and appropriate action on all deficiencies may result in the withholding or suspension of funds under the Agreement, termination of the award, or any other remedy which may be available to the Department.

F. Grant Recipient understands and agrees that it shall repay funds disbursed to Grant Recipient under this Agreement for disallowed costs identified through audits, inspections, or monitoring reviews, and the repayment of such disallowed costs shall be paid by Grant Recipient from non-grant funds. Disallowed costs are those charges determined to not be allowed in accordance with the applicable cost principles or other conditions contained in this Agreement.

SECTION 12. AUDITS, INVESTIGATIONS AND ACCESS TO RECORDS

A. Grant Recipient agrees to make available to the Department, any federal agency whose funds are expended in the course of this Agreement, the Texas State Auditor's Office, any other appropriate unit or agency of the state or federal government, and any of their duly authorized representatives, for purposes of audit and examination, all accounting records, books, documents, files and other papers that are pertinent to the award as may be necessary to facilitate the review and audit of Grant Recipient's operations, administration, receipt and use of funds under this award. Such authority to audit and right to access shall continue as long as the records are retained by Grant Recipient. Grant Recipient agrees to cooperate fully with such agencies in the conduct of the audit or investigation. Grant Recipient shall ensure that the substance of this clause concerning the authority to audit funds and the requirement to cooperate is included in all subawards and contracts it awards.

B. When reasonable and practical to do so, the Department shall provide prior notice of all visits entailing inspections, audits, and other reviews. However, the Department retains the right to make unannounced visits, inspections, and audits as deemed necessary.

C. All audit reports shall be promptly delivered to Grant Recipient for review. Grant Recipient shall cooperate with the Department to assure timely and appropriate resolution of audit findings and recommendations.

D. When audits disclose overpayments to Grant Recipient, the Department may, at its option, either require Grant Recipient to repay the overpayment or deduct the amount of overpayment from monies due the Grant Recipient under the Agreement. Any overpayments not repaid through actual repayment or by deduction within thirty (30) days of notice to Grant Recipient shall be charged simple interest at ten percent (10%) per annum. The thirty (30) day notice of repayment or deduction shall commence upon sending, either by United States Postal Service or electronic mail, of written notice to Grant Recipient.

SECTION 13. AUDIT REQUIREMENTS

A. If Grant Recipient expends $750,000 or more during its fiscal year in federal awards, Grant Recipient must have a single or program-specific audit conducted for that year in accordance with applicable federal laws and regulations, including 2 CFR Part 200, Subpart F.

B. All audits shall be conducted in accordance with the Generally Accepted Government Auditing Standards.

C. If Grant Recipient has a financial audit performed during the term of this Agreement, Grant Recipient shall provide to the Department, upon request, information about the audit or information regarding where the audit report can be publicly viewed, including the audit transmittal letter, management letter, and any schedules in which award funds are included.

D. Failure to comply with audit requirements may adversely affect this award, other grant agreements between Grant Recipient and the Department, and future awards to Grant Recipient.

SECTION 14. MODIFICATIONS AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by amendment in writing and executed by the parties to the Agreement.

B. Amendments will generally be required when any of the following are anticipated: (1) a change to the scope, location, or objectives of the Project, including purpose or beneficiaries; (2) revision to Exhibit B, Project Budget, including budget category expenditure variances and transfer of expenditures to an unbudgeted line item; and (3) a need to extend the availability of grant funds or Performance Period.

C. A request for modification or amendment to the Agreement shall be submitted to the Department in writing, including an explanation or justification for the request, no later than thirty (30) days prior to the end of the agreement term. A request for an extension must be supported by documentation of extenuating or unforeseeable circumstances beyond Grant Recipient's control which prevented completion of the Project within the agreement term and include a revised performance plan and schedule showing when major milestones will be completed for each activity. Requests may be submitted to the Department for approval less than thirty (30) days prior to the end of the agreement term but only for good cause as determined by the Department based on the justification submitted with the request.

D. Such amendments shall not invalidate the Agreement, nor relieve or release the Department or Grant Recipient from its obligations under the Agreement except as specifically set out therein.

E. Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in Federal or State laws or regulations are automatically incorporated into this Agreement without written amendment and shall become effective on the date designated by such law or regulation.

SECTION 15. INDEMNIFICATION

A. To the extent allowed by law and the Constitution of the State of Texas, Grant Recipient and the Department shall each be responsible for the acts or omissions of their respective agents and employees.

B. Grant Recipient shall, to the extent allowed by law and the Constitution of the State of Texas, indemnify and hold harmless the Department, its officers, agents, employees and representatives from any and all liability, actions, claims, demands or suits, and all related costs, attorney fees and expenses arising out of or related to (1) the work, services, or materials provided under this Agreement; (2) any failure of Grant Recipient to perform its obligations under this Agreement; or (3) any improper or deficient performance of such contractual obligations. The Department shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

C. This Section 15 shall survive the expiration or termination of the Agreement.

SECTION 16. AWARD CLOSEOUT

A. Closeout of the award shall be based upon a determination that all applicable administrative actions and all required

Project-related activities have been completed in accordance with the Application, the terms of this Agreement and all applicable laws and regulations.

B. Upon the Department's review of all financial, performance, and other required reports, the Department may make upward or downward adjustments to the allowable costs, within the limits of the grant amount, on the basis of the information contained in the reports.

C. Regardless of whether audits were conducted during the term of the Agreement, a final financial and compliance audit may be initiated up to three (3) years after the Agreement completion date beginning with the date Grant Recipient submits the final reports.

D. Any award funds not expended by Grant Recipient in conjunction with the Project prior to the end of the term of the Agreement, including any authorized extensions, shall be forfeited.

SECTION 17. SUSPENSION AND TERMINATION

A. Termination for Cause: If the Department determines that Grant Recipient has committed a material breach or default of any covenant, obligation or other agreement under this Agreement; failed to fulfill or perform any obligation under this Agreement; or failed to comply with any of the terms or conditions of this Agreement, in whole or in part, and such breach, default or failure is not cured within fourteen (14) days after the Department's notice or such longer period as the Department may specify in such notice, the Department may place Grant Recipient in default status and take any or all of the following actions:

(1) Suspend activities under the Agreement upon thirty (30) days advance written notice by the Department and withhold further payments. The notice of suspension shall state the reason for the action, the effective date of the suspension, the corrective action that must be taken and the time period during which the corrective action must be accomplished.

(2) Terminate the Agreement for cause, in whole or in part, upon thirty (30) days advance written notice by the Department. The notice of termination shall state the reason for the action, the effective date of the termination and the closeout procedures to be followed. As of the effective date of a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of a termination for cause.

(3) Terminate the Agreement for cause, in whole or in part, immediately effective upon notice, whenever the Department determines that Grant Recipient has jeopardized the safety and welfare of the public, materially failed to comply with the terms and conditions of the Agreement, or whenever the fiscal or programmatic integrity of the Agreement has been compromised. The notice of termination pursuant to this provision shall state the reason for the action, the effective date of the termination and closeout procedures to be followed. As of the effective date of such a termination for cause, Grant Recipient shall immediately cease incurring additional obligations of award funds. Grant Recipient shall have no right to utilize award funds to pay any costs incurred after the effective date of the termination.

(4) Invoke any other remedy or remedies that may be legally available.

B. Termination for Convenience: Either party may terminate this Agreement at any time for convenience by providing a written notice to the other party at least thirty (30) days in advance of the intended date of termination.

C. Mutual Termination: This Agreement may be terminated immediately upon mutual written consent of the parties or at such other time as the Parties may agree in the written consent.

D. Effect of Termination: Upon receiving a notice of termination of this Agreement, Grant Recipient shall immediately cease all activities under this Agreement unless the Department expressly directs otherwise. Each party shall be released from all obligations to the other party arising after the date of the termination or expiration, except for those that by their terms survive such termination or expiration.

SECTION 18. CORRECTIVE ACTIONS/REMEDIES FOR NONCOMPLIANCE

A. In addition to any other rights or remedies available at law or in equity, if Grant Recipient fails to comply with any term, condition, requirement, or provision of this Agreement, in whole or in part, the Department may take one or more of the following actions:

(1) Temporarily withhold payment of funds pending correction of the default by Grant Recipient;

(2) Disallow all or part of the cost of the noncompliant activity or action and reduce the Grant Award by such amount;

(3) Wholly or partially suspend or terminate the award and this Agreement as provided in this Agreement;

(4) Withhold further awards to Grant Recipient;

(5) Require Grant Recipient to repay award funds that the Department determines were not expended in compliance with this Agreement or any applicable statutes or regulations;

(6) Impose an administrative penalty which results in a reduction of the budget line item for grant administration; or

(7) Invoke any other remedy or remedies that may be legally available.

B. Failure to comply with any terms of this Agreement include, but are not limited to, the following:

(1) Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and guidelines, policies or directives as may become applicable at any time;

(2) Failure, for any reason, of Grant Recipient to fulfill in a timely and proper manner its obligations under this Agreement;

(3) Ineffective or improper use of funds provided under this Agreement; or

(4) Submission by Grant Recipient to the Department reports that are incorrect or incomplete in any material respect.

C. The Department reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grant Recipient to cure if:

(1) award funds are misused;

(2) Grant Recipient commits fraud through intentional, reckless or grossly negligent conduct; or

(3) Grant Recipient knowingly made any false statements or misrepresentations in the Application or any certification, report or other information submitted to the Department under this Agreement.

D. In the case of a cancellation, suspension or termination, monies already received by Grant Recipient under this Agreement may be owed back to the Department and the Department may also declare Grant Recipient ineligible to receive any further awards until the entire obligation has been repaid to the Department.

SECTION 19. ASSIGNABILITY OF AGREEMENT, SUCCESSORS IN INTEREST

A. Grant Recipient shall not assign or transfer this Agreement, or any part thereof, without prior written consent of the Department. Any such assignment or transfer, if approved, is subject to such conditions and provisions required by the Department. No approval by the Department of any assignment or transfer shall be deemed to create any obligation of the Department in addition to those set forth is this Agreement.

B. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties, their respective representatives, successors and permitted assigns.

SECTION 20. SUBAWARDS/SUBCONTRACTS

A. Approvals: Whenever Grant Recipient intends to subcontract any work or services under this Agreement, Grant Recipient shall not enter into any contracts with any agency or individual in the performance of this Agreement without the written consent of the Department prior to the execution of such contract. It is understood that consent of the Department to subcontract in no way relieves Grant Recipient of any of its duties or obligations under this Agreement nor precludes the Department from taking any action which may be available to it under this Agreement or otherwise in law.

B. Monitoring: Grant Recipient shall monitor all work and services on a regular basis to assure they are carried out in accordance with this Agreement. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

C. Content: With any subgrantee or subcontractor, Grant Recipient must have a written contract that complies with applicable requirements and regulations. All work or services covered under this Agreement which is contracted by Grant Recipient shall be subject to all provisions of this Agreement. Grant Recipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

D. Selection Process: Grant Recipient shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be maintained in Grant Recipient's files along with documentation concerning the selection process and made available upon request.

SECTION 21. COPYRIGHTS

Grant Recipient may exercise its rights to ownership of materials developed during the course of a grant-supported project by copyrighting the materials. However, Grant Recipient (and all subgrantees) must grant to the Department and to the federal agency providing the funds (as applicable), for governmental purposes, a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use these materials and to authorize others to do so. This license to the Department covers any and all materials developed and other deliverables under the Agreement. The license to the Department does not preclude Grant Recipient from exercising its right of ownership of the materials or prevent Grant Recipient from selling or licensing the materials. If the materials are to be licensed or sold by Grant Recipient, then the net proceeds constitute program income as defined, and the funds must be treated accordingly as defined by regulations and published Grant Program guidance.

SECTION 22. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between Grant Recipient and the Department. Grant Recipient shall at all times remain an "independent contractor" with respect to the work and services to be performed under this Agreement.

SECTION 23. CONFLICT OF INTEREST

A. In the administration of the award, the performance of activities under the Agreement, and the procurement of supplies, equipment, construction and services, Grant Recipient shall comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules and policies, including 2 CFR §§200.317-200.319 and Chapter 176 of the Texas Local Government Code. If circumstances arise during the course of the Agreement that constitute a conflict of interest, actual or potential, or reasonably creates an appearance of impropriety, Grant Recipient shall promptly notify the Department.

B. Grant Recipient shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts/agreements supported by award funds, which includes the following:

(1) No employee, officer or agent of Grant Recipient shall participate in the selection, or in the award, or administration of, a contract/agreement supported by award funds if a conflict of interest, real or apparent, would be involved.

(2) Grant Recipient shall not assign an employee to the Project if the employee:

a. owns an interest in or is an officer or employee of a third-party business entity that has or may have an agreement with Grant Recipient relating to the Project;

b. has a direct or indirect financial interest in the outcome of the Project; or

c. has performed services regarding the subject matter of the Project for an entity that has a direct or indirect financial interest in the outcome of the Project.

(3) Grant Recipient will maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest, or personal gain.

C. Grant Recipient shall include in all subawards and subcontracts any necessary provisions to eliminate or neutralize conflicts of interest.

SECTION 24. SEVERABILITY

The Parties agree that if any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid. This Section 24 shall survive expiration or termination of this Agreement.

SECTION 25. PUBLIC/CONFIDENTIAL INFORMATION

A. Public Information: Grant Recipient understands that the Department will comply with the Texas Public Information Act, Chapter 552 of the Texas Government Code ("PIA"). Information, documentation, and other material in connection with this Agreement and award may be subject to public disclosure pursuant to the PIA. Grant Recipient is required to make any information created or exchanged with the Department pursuant to this Agreement, and not otherwise excepted from disclosure under the PIA, available in a format that is accessible by the public.

B. Client Data and Other Sensitive Information: Grant Recipient is required to maintain data demonstrating client eligibility for activities provided under this Agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided. Grant Recipient must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR §200.82, and other information Grant Recipient considers sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

SECTION 26. WAIVER

The Parties expressly agree that no provision of the award or Agreement is in any way intended to constitute a waiver by the Department or the State of Texas of any immunities from suit or from liability that the Department or the State of Texas may have by operation of law. Any right or remedy provided for in this Agreement shall not preclude the exercise of any other right or remedy under the Agreement or under any provision of law, nor shall any action taken by the Department in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. The Department's failure to act with respect to a breach by Grant Recipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the Department to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

SECTION 27. GOVERNING LAW AND 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 Travis 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.

SECTION 28. ORAL AND WRITTEN AGREEMENTS

All oral and written agreements between the Parties relating to the subject matter of this Agreement that were made prior to the execution of this Agreement have been reduced to writing and are contained in this Agreement.

SECTION 29. EXECUTION OF AGREEMENT

This Agreement is effective as of the date signed by the Texas Agriculture Commissioner or by his authorized designee.

Exhibit D

Certifications and Assurances – CDBG Grant

By signature hereon, Grant Recipient hereby certifies and assures, with respect to this award and performing its responsibilities under this Agreement, that it will comply with all applicable laws, regulations, executive orders, policies, guidelines and requirements.

1. LEGAL AUTHORITY – Grant Recipient represents that it possesses legal authority to enter into the agreement, including all understandings and assurances contained therein. A resolution, motion or other similar action has been duly adopted or passed as an official act of Grant Recipient's governing body, directing and authorizing the person identified as the official representative, or the designee of Grant Recipient, to act in connection with the Agreement, to provide such additional information as may be required, to sign and execute the Agreement on behalf of Grant Recipient, and to validly and legally bind Grant Recipient to all of its terms, performances, and provisions.

2. AFFIRMATIVELY FURTHER FAIR HOUSING – Grant Recipient certifies that it will comply with the Fair Housing Act, as amended (42 U.S.C. §§3601 *et seq.*), and implementing regulations at 24 CFR Part 100, and that it will affirmatively further fair housing as specified by the Department.

3. ANTI-LOBBYING – Grant Recipient 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 agreement or grant. If non-federal funds are used by Grant Recipient to conduct such lobbying activities, Grant Recipient shall promptly file the prescribed disclosure form. In accordance with 31 U.S.C. §1352(b)(5), Grant Recipient acknowledges and agrees that it is responsible for ensuring that each subrecipient and subcontractor certifies its compliance with the expenditure prohibition and the declaration requirement.

4. CHILD SUPPORT PAYMENTS – Grant Recipient represents and warrants that it will include the following clause in the award documents for every subaward and subcontract and will require subrecipients and subcontractors to certify accordingly: "Under Section 231.006 of the Texas 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."

5. CITIZEN PARTICIPATION – Grant Recipient certifies it is in full compliance and following a detailed citizen participation plan that satisfies the requirements of 24 CFR §91.105.

6. CLEAN AIR AND WATER POLLUTION CONTROL – Grant Recipient 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). Violations must be reported to the Regional Office of the Environmental Protection Agency (EPA).

7. CONSERVATION – Grant Recipient represents and warrants that it will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*), related to protecting components or potential components of the national wild and scenic river system.

8. CONTRACT OVERSIGHT – Grant Recipient represents and warrants that it will maintain oversight to ensure that all terms, conditions, and requirements of the agreement, including these certifications and assurances, are met and that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase

orders.

9. COMPLIANCE WITH LAWS, RULES AND REQUIREMENTS – Grant Recipient represents and warrants that it will comply and assure the compliance of all its subrecipients and contractors, with all award requirements imposed by applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grant Recipient represents and warrants that it will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grant Recipient, the more restrictive requirement applies.

10. CYBERSECURITY TRAINING (Local Government System) – Grant Recipient represents and warrants its compliance with Section 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.

11. DEBARMENT AND SUSPENSION – Grant Recipient 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 United States General Services Administration.

12. DISCLOSURE OF VIOLATIONS OF FEDERAL CRIMINAL LAW – rant Recipient 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 violations potentially affecting the award and the reporting of certain civil, criminal, or administrative proceedings to SAM.

13. DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS – Grant Recipient 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.

14. DISCRIMINATION PROHIBITED – In accordance with Section 2105.004 of the Texas Government Code, Grant Recipient represents and affirms that it will not use block grant funds in a manner that discriminates on the basis of race, color, national origin, sex, or religion.

15. DISPLACED PERSONS – Grant Recipient certifies that it will minimize displacement of persons as a result of activities performed under this award and that it will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. §§4601 – 4655) and implementing regulations at 49 CFR Part 24 and 24 CFR Part 42, Subpart A, which provide for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. Grant Recipient further certifies that it has in effect and is following a residential anti-displacement and relocation assistance plan required under Section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with grant funds.

16. 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.

17. DRUG-FREE WORKPLACE – Grant Recipient represents and affirms that it shall comply with the applicable provisions of the Drug-Free Work Place Act of 1988 and maintain a drug-free work environment.

18. ENVIRONMENTAL STANDARDS – Grant Recipient certifies it will comply with environmental requirements of the National Environmental Policy Act (42 U.S.C. §§4321 *et seq.*) and related Federal authorities, including notification of violating facilities pursuant to Executive Order No. 11738.

19. 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 Part 60-1.4(b), in accordance with Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 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."

Grant Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the U.S. Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with federal funds pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any program involving such grant, contract, loan, insurance, or guarantee, the equal opportunity clause provided under 41 CFR Part 60-1.4(b).

20. EXCESSIVE FORCE – It has adopted and is enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations, and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction.

21. EXCLUDED PARTIES – Grant Recipient 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.

22. FAIR LABOR STANDARDS – Grant Recipient certifies that it will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act (29 U.S.C. §§201 - 219) and the Intergovernmental Personnel Act of 1970, as applicable.

23. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY – Grant Recipient represents and affirms that it will comply with the Federal Funding Accountability and Transparency Act, as amended, requiring recipients and subrecipients of federal financial assistance to obtain a Unique Entity Identifier (UEI) number and will report the UEI number to the grantor as a condition of receiving a federal grant or award. Furthermore, Grant Recipient must be registered in the federal SAM and continue to maintain an active SAM registration with current information at all times during which the term of this award is in effect. Furthermore, no contract, award, subgrant will be made by Grant Recipient to another party if said party is listed in the Excluded Parties List System in the federal SAM.

24. FLOOD INSURANCE – Grant Recipient represents and warrants that it will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act (42 U.S.C. §4001 et seq), which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

25. HISTORIC PRESERVATION – Grant Recipient assures compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470f), Executive Order No. 11593, and the Archeological and Historical Preservation Act of 1974 (54 USC §§312501 - 312508).

26. LEAD-BASED PAINT – Grant Recipient represents and warrants that it will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and the implementing regulations at 24 CFR Part 35.

27. NONDISCRIMINATION – Grant Recipient certifies that it will comply with all state and federal statutes relating to nondiscrimination, including the following:

- The Civil Rights Act of 1964, as amended (42 U.S.C. §§2000d *et seq.*);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
- The Americans with Disabilities Act of 1990 (42 U.S.C. §§12101 *et seq.*); and
- The Age Discrimination Act of 1975 (42 U.S.C. §§6101 *et seq.*).

28. OPEN MEETINGS – If Grant Recipient is a governmental entity, Grant Recipient represents and affirms that it will comply with Texas Government Code, Chapter 551, which requires all regular, special or called meetings of a governmental body to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

29. POLITICAL ACTIVITY – Grant Recipient certifies that it will comply with provisions of federal law which limit certain political activities of employees whose principal employment is in connection with an activity financed in whole or in part by federal funds (5 U.S.C. §1501 *et seq.*).

30. REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT – Grant Recipient 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 Texas State Auditor's Office.

31. SECTION 3 – Grant Recipient certifies that it will comply with Section 3 of the Housing and Urban Development Act of 1968 and implementing regulations at 24 CFR Part 75, which require that employment and other economic opportunities arising in connection with housing rehabilitation, housing construction, or other public construction projects shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be given to low- and very low-income persons.

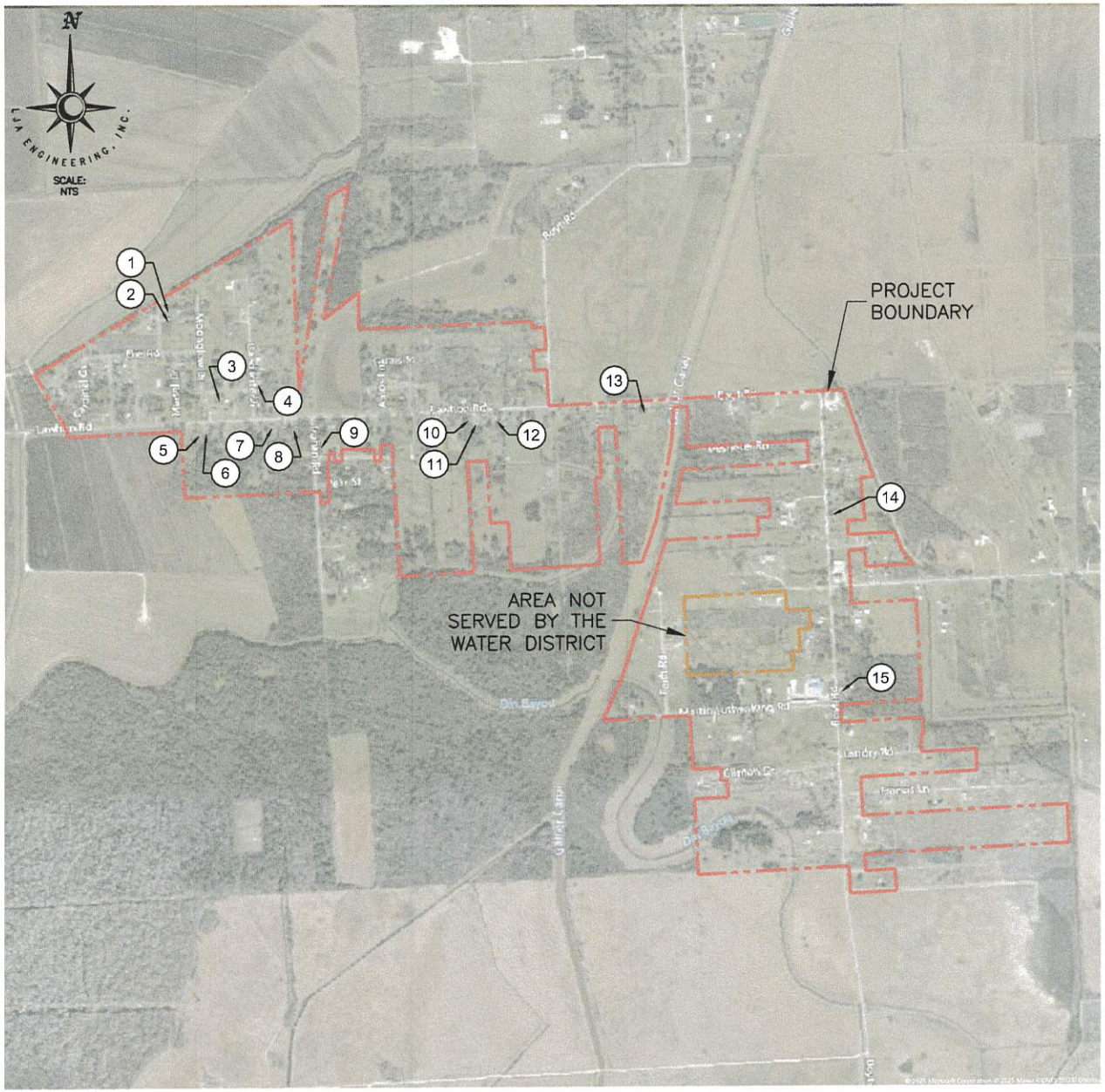
32. SPECIAL ASSESSMENTS – Grant Recipient represents and warrants that it will not attempt to recover any capital costs of public improvements assisted in whole or part with grant funds by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless (a) such funds are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from other revenue sources; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, the jurisdiction certifies that it lacks sufficient grant funds to comply with the requirements of subclause (a).

33. CHANGE IN LAW AND COMPLIANCE WITH LAWS – Any alterations, additions, or deletions to the terms of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation. Grant Recipient shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the Agreement to the State of Texas, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the Agreement. The Department reserves the right, in its sole discretion, to unilaterally amend the Agreement prior to award and throughout the term of the Agreement to incorporate any modifications necessary for the Department's compliance, as an agency of the State of Texas, with all applicable state and federal laws, regulations, requirements and guidelines.

Failure to comply with applicable assurances may result in the withholding or suspension of funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Failure to comply with applicable assurances may result in the withholding or suspension of grant funds, termination of the award, or other available remedies, and Grant Recipient may be ineligible for future awards if the Department determines that any of the following has occurred: (1) Grant Recipient has made false certification, or (2) Grant Recipient violated the certification by failing to carry out the requirements as noted above.

Fig A1



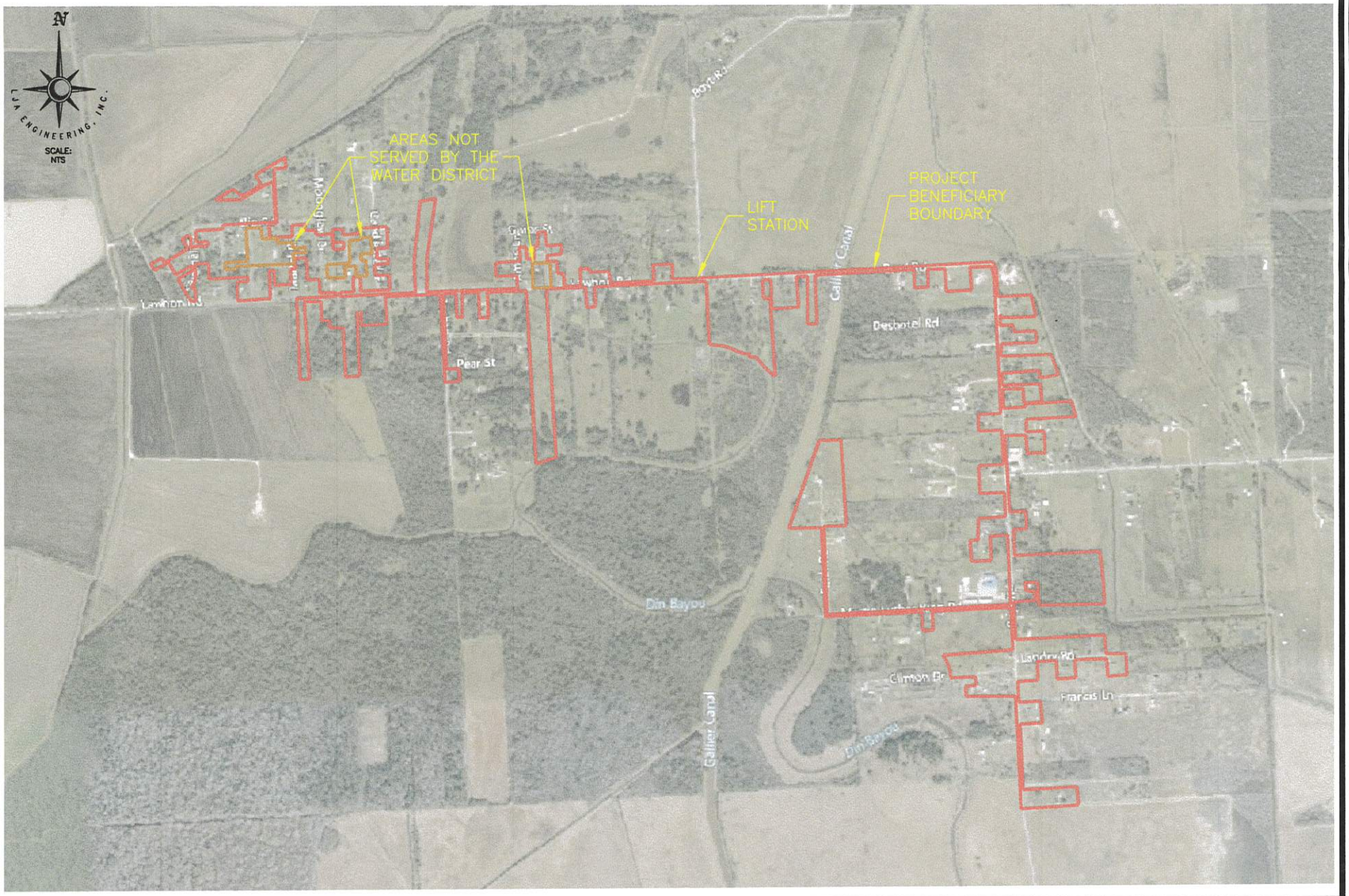
TDA Phase VII 1st Time San. Sewer Service	
1	5743 Eagle Ave.
2	5721 Eagle Ave.
3	10087 Starlite Dr.
4	5889 Candlelite Dr.
5	10179 Lawhon Rd.
6	10163 Lawhon Rd.
7	9977 Lawhon Rd.
8	9937 Lawhon Rd.
9	5991 Trahan Rd.
10	9505 Lawhon Rd.
11	9487 Lawhon Rd.
12	9443 Lawhon Rd.
13	6602 Boyt Rd.
14	7315 Boyt Rd.
15	7755 Boyt Rd.

LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS
2025 TDA PHASE VII FIRST TIME SANITARY SEWER SERVICE ADDRESS EXHIBIT

1105

Fig A2



LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS
2025 TDA FIRST TIME SANITARY SEWER SERVICE
LIFT STATION SERVICE AREA
(25-26 CD/2025/CDV25-0183)

1106

Fig A3



LJA Engineering, Inc.
2615 Calder Avenue, Suite 500
Beaumont, Texas 77702
Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386

JEFFERSON COUNTY, TEXAS
2025 TDA FIRST TIME SANITARY SEWER SERVICE
AIR RELEASE VALVE MAP
(25-26 CD/2025/CDV25-0183)

1107

HHS001582700033
CONTRACT NUMBER: ~~HHS000285100022~~
AGENCY ID: 24905576

N502 FORM-2282G
JUNE 2022

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES GRANT CONTRACT

I. PURPOSE.

The Texas Department of Family and Protective Services (DFPS) and Jefferson County (Grantee) (referred to herein as each a "Party" and collectively as the "Parties") enter into this Contract for the Performing Agency to receive federal funds to increase the amount of legal staff and services available to process child welfare cases (Contract).

II. LEGAL AUTHORITY.

This Contract is entered under DFPS' statutory authority in Texas Human Resources Code Section 40.056 and Texas Government Code Chapter 791.

III. CONTRACT TERM.

This Contract starts on October 1, 2025 and ends on September 30, 2032, and can be renewed, extended, or terminated as provided for in this Contract.

IV. CONTRACT BUDGET.

All expenditures under this Contract will be in accordance with the DFPS approved Attachment B: Budget and Cost Allocation Plan (Attachment B). No later than September 1st of each year, Contractor will submit its proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year to DFPS. If DFPS approves the Attachment B, both parties agree to incorporate the approved Attachment B into this Contract in lieu of any and all prior budget documents. If Contractor fails to submit a proposed Attachment B: Budget and Cost Allocation Plan for the upcoming State of Texas fiscal year, both parties agree to assume that Contractor will have the same budget and expenditures and use the most recently DFPS approved Attachment B as the budget for the next State of Texas fiscal year. This clause does not prohibit DFPS and Contractor from negotiating budgetary changes throughout the course of the Contract.

V. STATEMENT OF WORK.

The Grantee will perform the work and provide services as provided for in Attachment A (Statement of Work). All work and services provided under this Contract must be in accordance with all state, federal laws, rules, and regulations.

VI. CONTRACT MANAGER.

The following will act as the Contract Managers authorized to administer activities and receive general correspondence under this Contract.

A. DFPS

DFPS will provide written notice of the assigned contract manager. All correspondence will be sent to:
CPS Regional Contracts
Address: P.O. Box 630050, Nacogdoches, Texas 75963
Email: dfpscpsregionalcontractsr45@dfps.texas.gov

A. GRANTEE

Name: Jeff Branick
Title: County Judge
Address: 1149 Pearl Street, Beaumont, Texas 77701
Phone: (409) 835-8466
Email: jbranick@co.jefferson.tx.us

VII. ATTACHMENTS.

The Parties agree to comply with following Attachments and that they are attached and incorporated as part of this Contract.

1. Attachment A – Statement of Work
2. Attachment B – Budget Form 2030 for Legal Services and/or Independent Representation and Cost Allocation Plan
3. Attachment C – Grant Uniform Terms & Conditions
4. Attachment D – Grant Supplemental & Special Conditions
5. Attachment E – Federal Assurances and Certifications

CONTRACT NUMBER: HHS001582700033
AGENCY ID: 24905576

N502 FORM-2282G
JUNE 2022

By signing below, the following signatories certify that they have the requisite legal authority to bind their respective Party.

GRANTEE

Jeff Branick
County Judge
Date: 3/20/26

DFPS

Jennifer Sims
Deputy Commissioner
Date: December 19, 2025

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030CLIVE
Last Updated November 2020

CLIVE Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2025-9/30/2026

Cost Category		Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursemen	Total Anticipated County Match
A. Administration				
A.1. Direct Personnel Salaries		$414,858.16	$75,506.26	$339,351.90
A.2. Direct Personnel Fringe Benefits		$181,568.06	$33,046.29	$148,521.77
A.3. Direct Personnel Travel		$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies		$5,470.00	$995.57	$4,474.43
A.5. Direct Equipment		$16,400.00	$2,984.88	$13,415.12
A.6. Direct Other Costs		$17,650.00	$3,212.39	$14,437.61
Total Administration		**$635,946.22**	**$115,745.39**	**$520,200.82**
B. Training				
B.1. Title IV-E Training (75%)		$19,143.75	$5,226.39	$13,917.36
B.2. Title IV-E Fostering Connections Training (75%)		$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)		$0.00	$0.00	$0.00
Total Training		**$19,143.75**	**$5,226.39**	**$13,917.36**
C. Indirect Costs (if applicable)				
Total Indirect Costs	$0.00	**$0.00**	**$0.00**	**$0.00**
Grand Total		**$655,089.97**	**$120,971.78**	**$534,118.19**

"Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	**36.40%**
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**0.00%**

Contractor Certification

Signature

9/15/25
Date

Jeff Branick County Judge
Printed Name & Title

Refer to Title IV-E Financial Handbook for additional information:
http://www.dfps.state.tx.us/handbooks/Title_IVE_County/default.asp
End of worksheet

last updated 7/8/25

Texas Dept. of Family and Protective Services

Budget for Title IV-E
County Legal Services Contract

Form 2030 CLIVE PR
Last Updated November 2020

CLIVE-IR Summary

Please select your County and Budget Effective Date from drop down boxes below.

County: JEFFERSON COUNTY
Contract Number: HHS000285100022
Budget Effective Date: 10/1/2025-9/30/2026

Cost Category	Estimated Total Expenses Allocable to Title IV-E	Total Anticipated Federal Reimbursement*	Total Anticipated County Match
A. IR Administration			
A.1. Direct Personnel Salaries	$0.00	$0.00	$0.00
A.2. Direct Personnel Fringe Benefits	$0.00	$0.00	$0.00
A.3. Direct Personnel Travel	$0.00	$0.00	$0.00
A.4. Direct Materials and Supplies	$0.00	$0.00	$0.00
A.5. Direct Equipment	$0.00	$0.00	$0.00
A.6. Direct Other Costs	$500,000.00	$91,002.50	$408,997.50
Total Administration	**$500,000.00**	**$91,002.50**	**$408,997.50**
B. IR Training			
B.1. Title IV-E Training (75%)	$0.00	$0.00	$0.00
B.2. Title IV-E Fostering Connections Training (75%)	$0.00	$0.00	$0.00
B.3. Non-Title IV-E Training (50%)	$0.00	$0.00	$0.00
Total Training	**$0.00**	**$0.00**	**$0.00**
C. IR Indirect Costs (if applicable)			
Total Indirect Costs $0.00	**$0.00**	**$0.00**	**$0.00**
Grand Total	**$500,000.00**	**$91,002.50**	**$408,997.50**

*Estimated Federal Reimbursement for expenses based on Eligible Population Rate (EPR) during 2nd quarter of the preceding fiscal year. Actual reimbursement will be based on EPR in effect for the county during the month in which expenses were incurred.	**36.40%**
Indirect Cost Rate, if applicable (attach a copy of the approved Certificate of Indirect Costs):	**0.00%**

Contractor Certification

Signature

9/15/25
Date

Jeff Branick County Judge
Printed Name & Title

Jefferson County

American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner	Project Name / Description
City of China, Texas	Wastewater Treatment Plant Improvements / Expansion
Primary Project Contact/Requester & Title	**Mailing Address**
Dawn Davenport, City Sectretary	City of China, Texas 245 Broadway China, TX 77613

Request Breakdown

Year:	2026	Advance Drawdown Approved Amount:	$ 600,000.00
Quarter:	1st Quarter	Validated Total:	$ 0.00
Total Award:	$ 5,000,000.00	Unvalidated Funds Remaining Total:	$ 600,000.00

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Actual
1 Engineering (Bidding, Construction Admin / Inspection)	$ 100,000.00	
2 Construction - Allco (Contractor)	$ 500,000.00	
3		
4		
5		
6		
7		
		Valldated Total
Total Request:	$ 600,000.00	$ 0.00
		Unvalidated Amt
Remaining Unvalidated Funds Adjustment from previous advance:		600000
Net Drawdown Amount:	$ 600,000.00	

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

President

Requester Signature & Title

2-05-2026

Date

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT

AUDIT REPORT

FOR THE YEAR ENDED AUGUST 31, 2025

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS
REGULATORY BASIS

FOR THE YEAR ENDED AUGUST 31, 2025

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FINANCIAL SECTION

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PB&H

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT

To the Juvenile Board and
Director of Juvenile Probation Department
Jefferson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation Department (Department), as of and for the year ended August 31, 2025, the statement of revenues, expenditures and changes in fund balances-budget and actual-regulatory basis for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements as listed in the table of contents.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statements present fairly, in all material respects, the revenue earned and expenditures incurred compared to budgeted revenues and expenditures of the Department's Texas Juvenile Justice Department Grant Funds, as of August 31, 2025, for the year then ended in accordance with the financial reporting provisions of accounting practices prescribed or permitted by the Texas Juvenile Justice Department (TJJD) to demonstrate compliance with the TJJD's regulatory basis of accounting as described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Department and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. As discussed in Note 1, the Department prepares its financial statements using accounting practices prescribed or permitted by TJJD to demonstrate compliance with the TJJD's regulatory basis of accounting, which practices differ from accounting principles generally accepted in the United States of America. The effects on the financial statements of the variances between the regulatory basis of accounting and accounting principles generally accepted in the United States of America, although not reasonably determinable, are presumed to be material and pervasive. Our opinion is not modified with respect to this matter.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed or permitted by TJJD to demonstrate compliance with TJJD's regulatory basis of accounting. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 4, 2026, on our consideration of the Department's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control over financial reporting and compliance.

Restriction on Use

Our report is intended solely for the information and use of the management of Jefferson County Juvenile Probation Department (Department), others within the organization, and the Texas Juvenile Justice Department, and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 4, 2026

JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

STATEMENT OF REVENUES, EXPENDITURES, AND
CHANGES IN FUND BALANCE BY CONTRACT
BUDGET AND ACTUAL (REGULATORY BASIS)

FOR THE YEAR ENDED AUGUST 31, 2025

	A-25-123		
	Final Budget	Actual	Variance Favorable (Unfavorable)
REVENUE			
TJJD funds	$ 1,679,117	$ 1,679,117	$ -
Total Revenue	1,679,117	1,679,117	-
EXPENDITURES			
Court Intake	396,896	396,896	-
Direct Supervision	733,610	733,610	-
Youth Services	11,051	11,051	-
Community Based Programs (General)	60,830	60,830	-
Residential Programs and Services	2,350	2,350	-
Post-Adjudication (Secure)	225,831	225,831	-
Pre-Adjudication/Detention	248,549	248,549	-
Total Expenditures	1,679,117	1,679,117	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	-	-
FUND BALANCE, BEGINNING OF YEAR	-	-	-
FUND BALANCE, END OF YEAR	$ -	$ -	$ -

Additional Information: Refunds Paid to TJJD.

7/15/2025

The accompanying notes are an integral part of these financial statements.

S&E-25-123			M-25-123		
Final Budget	Actual	Variance Favorable (Unfavorable)	Final Budget	Actual	Variance Favorable (Unfavorable)
$ 10,447	$ 10,437	$ (10)	$ 54,703	$ 54,703	$ -
10,447	10,437	(10)	54,703	54,703	-
1,155	1,145	10	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
9,292	9,292	-	54,703	54,703	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
10,447	10,437	10	54,703	54,703	-
-	-	-	-	-	-
-	-	-	-	-	-
$ -	$ -	$ -	$ -	$ -	$ -
		$ 10			

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JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2025

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Entity

The Texas Juvenile Justice Department Grant Funds of Jefferson County (the "Funds") were established to account for juvenile probation services funded by the Texas Juvenile Justice Department (TJJD) in Jefferson County, Texas.

The Funds provide separate accountability as required by TJJD under the State Financial Assistance Contract. The Funds are used to account for each separate program, matching funds and all related expenditures incurred.

Basis of Accounting

The financial statements were prepared in conformity with the accounting practices prescribed by TJJD, which prescribe policies and procedures for county probation departments, and which constitute a comprehensive basis of accounting other than generally accepted accounting principles. These accounting practices include the following:

- The financial statements are reported using the accrual basis of accounting. Revenues are recorded when all eligibility requirements have been met and expenditures are recorded when incurred.
- The accompanying financial statements do not represent financial statements prepared in accordance with provisions for governmental funds as prescribed by the Governmental Accounting Standards Board.
- The accompanying financial statements are prepared in a format to facilitate uniform financial reporting by county probation departments.

2. RECONCILIATION OF INTEREST EARNED

Idle funds were maintained in an interest-bearing account. The reconciliation of interest earned on funds received from TJJD is as follows:

	Interest Earned TJJD Funds FY 2025	Interest Earned Title IV-E Funds FY 2025	Total Interest
Beginning balance, Sept 1, 2024	$ 208,356	$ 325,911	$ 534,267
Interest earned on funds received from the period of 9/01/24 - 8/31/25	59,875	23,961	83,836
Total interest at Aug 31, 2025	268,231	349,872	618,103
Minus interest expenditures in FY 2025	-	-	-
Ending balance, Aug 31, 2025	$ 268,231	$ 349,872	$ 618,103

3. OPERATING COSTS FOR A SECURE JUVENILE FACILITY OPERATED BY JEFFERSON COUNTY

The Department operates one secure juvenile facility – a pre-adjudication facility. The schedule of expenditures for each facility is as follows:

Operating Costs
Jefferson County Pre-Adjudication Juvenile Facility
For the Year Ended August 31, 2025

	TJJD Funding	Local Funding	Total
Salary and fringe	$ -	$ 1,916,208	$ 1,916,208
Travel and training	-	3,392	3,392
Operating expenses	-	305,028	305,028
External contracts	-	84,369	84,369
Total Operating Expenditures	$ -	$ 2,308,997	$ 2,308,997

4. FEDERAL FINANCIAL ASSISTANCE

The Texas Juvenile Justice Department administers, along with the Texas Department of Family and Protective Services, the Title IV-E Program (CFDA 93.658). TJJD disburses funds to Jefferson County Juvenile Probation Department on a cost reimbursement basis. The Department did not receive any Title IV-E funds during fiscal year 2025.

5. FINANCIAL MATCH REQUIREMENTS

To receive Texas Juvenile Department state funds, the juvenile probation departments are required to certify that the amount of local or county funds expended for juvenile services is equal to or greater than the amount spent in the 2022 county fiscal year, excluding construction and capital outlay expenses unless waived in accordance with provisions of the State Financial Assistance Fund grant. A confirmation of local funds for the year ending August 31, 2025, is required and presented below:

Local Funding Expended (less construction and capital outlay)	
FY 2025	$ 4,443,947
FY 2022	$ 3,873,371

The Juvenile Probation Department certified the financial match requirements were fulfilled in FY 2025.

6. STATE FINANCIAL ASSISTANCE

a. The Texas Juvenile Justice Department provided the County the following funds for the JJAEP Juvenile Reimbursement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2025, is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2025
P-25-123	$21,930

b. The Texas Juvenile Justice Department provided the County the following funds for the Grant R - Regional Diversion Alternatives (RDA) Program Reimbursement Grant funds. A confirmation of revenue receipted in the year ending August 31, 2025, is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2025
R-25-123	$192,300

c. The Texas Juvenile Justice Department provided the County the following funds for the Salary Adjustment Grant Funds. A confirmation of revenue receipted in the year ending August 31, 2025, is required and presented below.

Contract Number	Amount Received (Cash Basis) August 31, 2025
SALADJ-25-123	$320,493

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COMPLIANCE SECTION

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PB&H

PATTILLO, BROWN & HILL, L.L.P.
401 West State Highway 6
Waco, Texas 76710
254.772.4901 | pbhcpa.com

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Juvenile Board and
Director of Juvenile Probation Department
Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*), the financial statements of the Texas Juvenile Justice Department Grant Funds of Jefferson County Juvenile Probation (Department) as of and for the year ended August 31, 2025, and the related notes to the financial statements, which collectively comprise the Department's basic financial statements, and have issued our report thereon dated February 4, 2026.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Department's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Department's internal control. Accordingly, we do not express an opinion on the effectiveness of the Department's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Department's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

OFFICE LOCATIONS
TEXAS | Waco | Temple | Hillsboro | Houston
NEW MEXICO | Albuquerque

AICPA
GAQC Member

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Department's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Department's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Restriction on Use

This report is intended solely for the information and use of the Jefferson County Juvenile Probation Department, others within the organization, and the Texas Juvenile Justice Department and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 4, 2026

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2025

There were no findings or questioned costs in the current year.

JEFFERSON COUNTY
JUVENILE PROBATION DEPARTMENT
TEXAS JUVENILE JUSTICE DEPARTMENT GRANT FUNDS

SCHEDULE OF PRIOR-YEAR FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2025

There were no findings or questioned costs in the prior year.

NAME	AMOUNT	CHECK NO.1136	TOTAL
JURY FUND			
DELL MARKETING L.P.	132.49	536571	
DAWN DONUTS	87.00	536711	
CHAPMAN VENDING	77.70	536750	
			297.19**
ROAD & BRIDGE PCT.#1			
ADAMS BACKHOE SERVICE	353.00	536552	
SPIDLE & SPIDLE	2,903.64	536554	
ART SIGNS & DECALS	50.00	536558	
ACE IMAGEWEAR	483.83	536602	
ADVANCE AUTO PARTS	30.04	536696	
REPUBLIC SERVICES # 862	73.61	536710	
WALLER COUNTY ASPHALT	3,726.44	536715	
FUNCTION 4 LLC	25.00	536720	
TRIANGLE EQUIPMENT II LLC	260.00	536778	
MASSEY SERVICES INC	40.00	536779	
			7,945.56**
ROAD & BRIDGE PCT.#2			
ENTERGY	723.47	536582	
ACE IMAGEWEAR	39.84	536602	
S.E. TEXAS BUILDING SERVICE	520.00	536605	
AT&T	96.32	536613	
W. JEFFERSON COUNTY M.W.D.	171.44	536621	
BUMPER TO BUMPER	419.21	536670	
REPUBLIC SERVICES # 862	83.13	536710	
TEMPERATURE TECHNICIAN	290.00	536712	
FUNCTION 4 LLC	25.00	536720	
CHARTER COMMUNICATIONS	170.89	536758	
TEXAS MATERIALS	1,151.68	536783	
			3,690.98**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	770.00	536549	
PETROLEUM MARKET EQUIPMENT, INC.	1,335.00	536551	
AUDILET TRACTOR SALES	1,032.06	536559	
CITY OF PORT ARTHUR - WATER DEPT.	137.79	536566	
FARM & HOME SUPPLY	16.08	536575	
S.E. TEXAS BUILDING SERVICE	162.50	536605	
W. JEFFERSON COUNTY M.W.D.	31.12	536621	
LOWE'S HOME CENTERS, INC.	210.72	536663	
REPUBLIC SERVICES # 862	73.61	536710	
FUNCTION 4 LLC	50.00	536720	
ODP BUSINESS SOLUTIONS, LLC	185.71	536761	
			4,004.59**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,271.69	536554	
CITY OF BEAUMONT - LANDFILL	25.00	536557	
CINTAS, INC.	166.27	536564	
ENTERGY	21.94	536582	
M&D SUPPLY	335.50	536590	
SANITARY SUPPLY, INC.	250.12	536599	
SOUTHEAST TEXAS WATER	138.80	536609	
W. JEFFERSON COUNTY M.W.D.	98.29	536621	
SOUTHERN TIRE MART, LLC	923.56	536627	
UNITED STATES POSTAL SERVICE	1.48	536659	
ROSS RIDGE SAND COMPANY LP	108.00	536677	
ON TIME TIRE	586.00	536692	
REPUBLIC SERVICES # 862	226.45	536710	
FUNCTION 4 LLC	25.00	536720	
O'REILLY AUTO PARTS	315.54	536732	
GULF COAST	453.60	536738	
AMERICAN WELDING AND GAS INC	155.55	536793	
			8,102.79**
ENGINEERING FUND			
VERIZON WIRELESS	117.97	536656	
FUNCTION 4 LLC	50.00	536720	
			167.97**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO.1137	TOTAL
ENTERGY	31.20	536582	
W. JEFFERSON COUNTY M.W.D.	62.24	536621	
			93.44**
GENERAL FUND			
TAX OFFICE			
PITNEY BOWES INC	1,305.32	536594	
SHERWIN-WILLIAMS	85.75	536603	
SOUTHEAST TEXAS WATER	368.20	536607	
UNITED STATES POSTAL SERVICE	419.93	536659	
TEXAS DEPARTMENT OF MOTOR VEHICLES	1,436.00	536708	
REPUBLIC SERVICES # 862	36.80	536710	
FUNCTION 4 LLC	150.00	536720	
AMAZON CAPITAL SERVICES	23.75	536766	
MASSEY SERVICES INC	40.00	536779	
			3,865.75*
COUNTY HUMAN RESOURCES			
SETHRA	260.00	536606	
UNITED STATES POSTAL SERVICE	11.18	536659	
BAPTIST PHYSICIAN NETWORK	192.00	536660	
FUNCTION 4 LLC	25.00	536720	
BLUE TRITON BRANDS INC	106.46	536787	
SIMPLIVERIFIED LLC	123.80	536796	
			718.44*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	44.95	536610	
FRAN M. LEE	149.00	536625	
UNITED STATES POSTAL SERVICE	39.17	536659	
FUNCTION 4 LLC	25.00	536720	
ODP BUSINESS SOLUTIONS, LLC	164.62	536761	
			422.74*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	254.40	536659	
FUNCTION 4 LLC	449.00	536720	
ODP BUSINESS SOLUTIONS, LLC	224.09	536761	
AMAZON CAPITAL SERVICES	23.64	536766	
			951.13*
COUNTY JUDGE			
LAIRON DOWDEN, JR.	1,000.00	536572	
UNITED STATES POSTAL SERVICE	.74	536659	
MELISSA MEWA	20.71	536662	
BRITTANIE HOLMES	500.00	536693	
FUNCTION 4 LLC	25.00	536720	
THE MAYO LAW FIRM PLLC	500.00	536721	
JAMES M BLACK	500.00	536733	
			2,546.45*
RISK MANAGEMENT			
CASH ADVANCE ACCOUNT	845.54	536587	
UNITED STATES POSTAL SERVICE	7.08	536659	
FUNCTION 4 LLC	25.00	536720	
			877.62*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	125.72	536659	
FUNCTION 4 LLC	25.00	536720	
			150.72*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	200.00	536720	
BOSWORTH PAPERS	273.46	536747	
			473.46*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	5.62	536659	
TEXAS PUBLIC PURCHASING ASSOCIATION	500.00	536680	
FUNCTION 4 LLC	25.00	536720	
			530.62*
GENERAL SERVICES			

NAME	AMOUNT	CHECK NO.1138	TOTAL
NUTRITION & SERVICES FOR SENIORS	75,000.00	536592	
SOUTHEAST TEXAS WATER	45.45	536611	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	536617	
NORTH & EAST TX CTY JUDGES & COMM	200.00	536745	
BOSWORTH PAPERS	2,740.00	536747	
CHAPMAN VENDING	280.24	536750	
K2 TOWERS III, LLC	2,435.00	536753	
TREVIPAY	113.19	536792	
			84,013.88*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	385.09	536628	
FUNCTION 4 LLC	25.00	536720	
BRANDON TRAN	357.55	536795	
			767.64*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	15.54	536659	
FUNCTION 4 LLC	25.00	536720	
			40.54*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	18.92	536659	
FUNCTION 4 LLC	50.00	536720	
AMG PRINTING & MAILING LLC	2,197.65	536724	
AMAZON CAPITAL SERVICES	359.50	536766	
BLUE TRITON BRANDS INC	167.39	536786	
			2,793.46*
DISTRICT ATTORNEY			
FED EX	15.88	536577	
UNITED STATES POSTAL SERVICE	142.36	536659	
THOMSON REUTERS-WEST	675.52	536697	
FUNCTION 4 LLC	125.00	536720	
ODP BUSINESS SOLUTIONS, LLC	284.41	536761	
AMAZON CAPITAL SERVICES	349.98	536766	
JUDICIAL SERVICES COURT REPORTING	506.55	536801	
			2,099.70*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	407.53	536659	
TEXAS DISTRICT COURT ALLIANCE	50.00	536674	
FUNCTION 4 LLC	625.00	536720	
			1,082.53*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	13,830.00	536581	
NATHAN REYNOLDS, JR.	800.00	536597	
TAMARA DEROUEN	192.50	536626	
FUNCTION 4 LLC	50.00	536720	
			14,872.50*
58TH DISTRICT COURT			
FUNCTION 4 LLC	25.00	536720	
			25.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC	25.00	536720	
			25.00*
136TH DISTRICT COURT			
STATE BAR OF TEXAS	129.50	536614	
FUNCTION 4 LLC	25.00	536720	
AMAZON CAPITAL SERVICES	60.60	536766	
			215.10*
172ND DISTRICT COURT			
FUNCTION 4 LLC	25.00	536720	
			25.00*
252ND DISTRICT COURT			
CDW COMPUTER CENTERS, INC.	1,252.91	536628	
UNITED STATES POSTAL SERVICE	11.18	536659	

NAME	AMOUNT	CHECK NO.1139	TOTAL
JOEL WEBB VAZQUEZ	800.00	536669	
WILLIAM MARCUS WILKERSON	800.00	536694	
FUNCTION 4 LLC	50.00	536720	
			2,914.09*
279TH DISTRICT COURT			
DAVID GROVE	308.00	536555	
ANITA F. PROVO	5,280.00	536596	
NATHAN REYNOLDS, JR.	814.00	536597	
GERMER PLLC	2,637.09	536629	
UNITED STATES POSTAL SERVICE	48.84	536659	
DONEANE E. BECKCOM	330.00	536661	
LANGSTON ADAMS	1,815.00	536664	
JOEL WEBB VAZQUEZ	2,420.00	536669	
KIMBERLY PHELAN, P.C.	5,830.00	536673	
TONYA CONNELL TOUPS	880.00	536678	
JENNIFER DELAGE	3,190.00	536716	
FUNCTION 4 LLC	25.00	536720	
JULLIANA REYES	5,302.00	536730	
THE PARDUE LAW FIRM, PLLC	9,339.00	536743	
THE LAW OFFICE OF CHRISTY L CAUTHEN	7,772.55	536772	
JULIANNA NICKS	5,027.00	536776	
EVA COLETTE SHELANDER	2,530.00	536790	
			53,548.48*
317TH DISTRICT COURT			
DON TAYLOR	61.60	536699	
FUNCTION 4 LLC	25.00	536720	
			86.60*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	107.17	536659	
FUNCTION 4 LLC	25.00	536720	
			132.17*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	60.68	536659	
FUNCTION 4 LLC	25.00	536720	
			85.68*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	350.00	536612	
ODP BUSINESS SOLUTIONS, LLC	378.85	536761	
			728.85*
JUSTICE COURT-PCT 4			
FUNCTION 4 LLC	25.00	536720	
			25.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	59.32	536659	
FUNCTION 4 LLC	25.00	536720	
			84.32*
JUSTICE COURT-PCT 7			
BEAUMONT ENTERPRISE	31.92	536573	
			31.92*
JUSTICE OF PEACE PCT. 8			
FUNCTION 4 LLC	25.00	536720	
			25.00*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	36.26	536659	
FUNCTION 4 LLC	25.00	536720	
CHAPMAN VENDING	67.95	536750	
			129.21*
COUNTY COURT AT LAW NO. 2			
DONALD BOUDREAUX	350.00	536561	
MARVA PROVO	775.00	536595	
NATHAN REYNOLDS, JR.	700.00	536597	
UNITED STATES POSTAL SERVICE	16.28	536659	

NAME	AMOUNT	CHECK NO.1140	TOTAL
JOEL WEBB VAZQUEZ	1,050.00	536669	
LAURIE PEROZZO	775.00	536685	
MATUSKA LAW FIRM	350.00	536702	
FUNCTION 4 LLC	37.50	536720	
LAW OFFICE OF GILES R COLE & ASSOC	350.00	536749	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,100.00	536772	
MARY ANN TURNER	1,848.42	536800	
			7,352.20*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	350.00	536553	
A. MARK FAGGARD	400.00	536574	
UNITED STATES POSTAL SERVICE	9.62	536659	
LANGSTON ADAMS	850.00	536664	
JENNIFER DELAGE	850.00	536716	
FUNCTION 4 LLC	37.50	536720	
THE WALKER LAW FIRM	350.00	536752	
			2,847.12*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.74	536659	
LAWRENCE E THORNE III	6,719.33	536687	
FUNCTION 4 LLC	25.00	536720	
			6,745.07*
MEDIATION CENTER			
FUNCTION 4 LLC	25.00	536720	
ODP BUSINESS SOLUTIONS, LLC	196.20	536761	
			221.20*
COMMUNITY SUPERVISION			
FUNCTION 4 LLC	100.00	536720	
			100.00*
SHERIFF'S DEPARTMENT			
FED EX	13.46	536578	
ENTERGY	1,175.06	536582	
KIRKSEY'S SPRINT PRINTING	24.95	536588	
SMARTS TRUCK & TRAILER INC	79.17	536604	
AT&T	142.89	536613	
UNITED STATES POSTAL SERVICE	2,616.17	536659	
INTERSTATE ALL BATTERY CENTER - BMT	855.80	536684	
GALLS LLC	2,140.09	536707	
REPUBLIC SERVICES # 862	73.61	536710	
3L PRINTING COMPANY	40.00	536713	
FUNCTION 4 LLC	225.00	536720	
STALKER RADAR	452.00	536728	
BEAUMONT OCCUPATIONAL SERVICES	189.75	536767	
			8,027.95*
CRIME LABORATORY			
IACT	550.00	536585	
LYNN PEAVEY CO., INC.	103.75	536589	
SOUTHEAST TEXAS WATER	84.90	536608	
STEVE MAYES	332.75	536705	
FUNCTION 4 LLC	25.00	536720	
FERGUSON ENTERPRISES INC	215.44	536722	
VECTOR SECURITY	209.64	536723	
ATLAS INDUSTRIAL SUPPLY INC	910.50	536736	
			2,431.98*
JAIL - NO. 2			
A-1 SHEET METAL & A.C., INC.	2,656.00	536550	
JOHNSTONE SUPPLY	442.74	536556	
ENTERGY	41,455.41	536582	
M&D SUPPLY	152.68	536590	
MAVERICK COMMUNICATIONS, INC.	3,868.61	536591	
AT&T	39.92	536613	
WHOLESALE ELECTRIC SUPPLY CO.	2,119.41	536622	
NORTH SHORE SUPPLY COMPANY	1,839.00	536666	
GALLS LLC	749.25	536707	
REPUBLIC SERVICES # 862	5,913.52	536710	
FUNCTION 4 LLC	200.00	536720	

NAME	AMOUNT	CHECK NO.1141	TOTAL
LASALLE CORRECTIONS VI LLC	71,625.00	536734	
TRINITY SERVICES GROUP INC	52,109.02	536737	
ODP BUSINESS SOLUTIONS, LLC	758.90	536761	
MCGRIFF INSURANCE SERVICES, INC	9,188.58	536762	
AMAZON CAPITAL SERVICES	426.34	536766	
PTS OF AMERICA LLC	3,942.00	536785	
AMERICAN WELDING AND GAS INC	181.24	536793	
JTS	84,373.93	536794	
CLEAR HANDBAGS AND MORE	692.44	536799	
			282,733.99*
JUVENILE PROBATION DEPT.			
FED EX	110.97	536576	
TEXAS PROBATION ASSOCIATION	700.00	536616	
UNITED STATES POSTAL SERVICE	11.02	536659	
ROXANA MITCHELL	304.50	536709	
FUNCTION 4 LLC	75.00	536720	
ODP BUSINESS SOLUTIONS, LLC	13.58	536761	
SHAQUITTA MITCHELL	21.03	536770	
NICOLE CLARK	113.83	536773	
			1,322.77*
JUVENILE DETENTION HOME			
AAA LOCK & SAFE	110.00	536548	
ENTERGY	4,284.96	536582	
OVERHEAD DOOR CO.	8,087.38	536593	
S.E. TEXAS BUILDING SERVICE	2,250.00	536605	
BEN E KEITH COMPANY	463.69	536667	
VANSCHECA SANDERS-CHEVIS	500.00	536675	
REPUBLIC SERVICES # 862	519.60	536710	
FUNCTION 4 LLC	25.00	536720	
LA COSTA DENTAL OF PORT ARTHUR PA	35.00	536731	
VEQUAL ROBERTS	500.00	536746	
SOUTHWEST BUILDING SYSTEMS	448.06	536791	
			17,223.69*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	39.66	536659	
FUNCTION 4 LLC	25.00	536720	
			64.66*
CONSTABLE-PCT 2			
FUNCTION 4 LLC	25.00	536720	
			25.00*
CONSTABLE-PCT 4			
DISH NETWORK	99.43	536676	
FUNCTION 4 LLC	25.00	536720	
			124.43*
CONSTABLE-PCT 6			
COCOMO JOE'S	86.00	536570	
GT DISTRIBUTORS, INC.	251.19	536579	
UNITED STATES POSTAL SERVICE	9.17	536659	
FUNCTION 4 LLC	25.00	536720	
TEXAS ASSOCIATION OF COUNTIES	45.00	536726	
			416.36*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	25.00	536720	
AMAZON CAPITAL SERVICES	601.79	536766	
			626.79*
AGRICULTURE EXTENSION SVC			
CASH ADVANCE ACCOUNT	496.22	536587	
UNITED STATES POSTAL SERVICE	1.90	536659	
DAVID OATES	134.12	536714	
FUNCTION 4 LLC	25.00	536720	
			657.24*
MOBILE UNIT			
DUVALL'S RV LLC	106.05	536725	
KAYLEE BENNETT	1,594.99	536740	
			1,701.04*
HEALTH AND WELFARE NO. 1			

NAME	AMOUNT	CHECK NO.1142	TOTAL
UNITED STATES POSTAL SERVICE	66.60	536659	
FUNCTION 4 LLC	50.00	536720	
			116.60*
HEALTH AND WELFARE NO. 2			
CLAYBAR FUNERAL HOME, INC.	1,800.00	536568	
MCKESSON MEDICAL-SURGICAL INC	508.05	536630	
FUNCTION 4 LLC	75.00	536720	
VECTOR SECURITY	184.00	536723	
KAYLEE BENNETT	44.23	536740	
LISA WASHINGTON	220.40	536765	
BLUE TRITON BRANDS INC	28.49	536788	
			2,860.17*
NURSE PRACTITIONER			
FUNCTION 4 LLC	25.00	536720	
			25.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	25.00	536720	
			25.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	27,861.76	536698	
CLIFTON R LEWIS	600.00	536781	
			28,461.76*
EMERGENCY MANAGEMENT			
TREVIPAY	48.93	536792	
			48.93*
MAINTENANCE-BEAUMONT			
SPIDLE & SPIDLE	2,317.50	536554	
CITY OF BEAUMONT - LANDFILL	188.50	536557	
COBURN SUPPLY COMPANY INC	325.81	536569	
ENTERGY	28,968.85	536582	
M&D SUPPLY	165.18	536590	
SANITARY SUPPLY, INC.	2,103.36	536599	
ACE IMAGEWEAR	287.46	536602	
TRIANGLE ENGINE DIST.	154.28	536620	
WORTH HYDROCHEM OF THE GULF COAST	290.00	536623	
FIRETROL PROTECTION SYSTEMS, INC.	4,020.00	536682	
SHERWIN-WILLIAMS	20.69	536683	
REPUBLIC SERVICES # 862	1,558.80	536710	
FUNCTION 4 LLC	25.00	536720	
JET AERATION OF TEXAS LLC	2,975.00	536748	
ODP BUSINESS SOLUTIONS, LLC	80.75	536761	
AMAZON CAPITAL SERVICES	249.52	536766	
MASSEY SERVICES INC	163.00	536779	
			43,893.70*
MAINTENANCE-PORT ARTHUR			
COBURN SUPPLY COMPANY INC	153.29	536569	
SCOOTER'S LAWNMOWERS	27.10	536600	
SUTHERLAND LUMBER CO.	145.98	536615	
LOWE'S HOME CENTERS, INC.	420.34	536663	
CAT5 RESOURCES LLC	2,072.29	536704	
FUNCTION 4 LLC	50.00	536720	
CHARTER COMMUNICATIONS	115.75	536756	
PARKER'S BUILDING SUPPLY	396.21	536764	
			3,380.96*
MAINTENANCE-MID COUNTY			
ENTERGY	3,415.96	536582	
SETZER HARDWARE, INC.	44.99	536601	
ACE IMAGEWEAR	63.33	536602	
SHERWIN-WILLIAMS	39.37	536603	
S.E. TEXAS BUILDING SERVICE	3,608.32	536605	
W. JEFFERSON COUNTY M.W.D.	74.18	536621	
BUBBA'S AIR CONDITIONING	160.00	536624	
A1 FILTER SERVICE COMPANY	99.50	536691	
REPUBLIC SERVICES # 862	83.13	536710	
FUNCTION 4 LLC	25.00	536720	
			7,613.78*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO.1143	TOTAL
AT&T	96.32	536613	
JEFFERSON CTY. TAX OFFICE	22.00	536631	
JEFFERSON CTY. TAX OFFICE	7.50	536632	
JEFFERSON CTY. TAX OFFICE	7.50	536633	
JEFFERSON CTY. TAX OFFICE	7.50	536634	
JEFFERSON CTY. TAX OFFICE	7.50	536635	
JEFFERSON CTY. TAX OFFICE	7.50	536636	
JEFFERSON CTY. TAX OFFICE	7.50	536637	
JEFFERSON CTY. TAX OFFICE	7.50	536638	
JEFFERSON CTY. TAX OFFICE	7.50	536639	
JEFFERSON CTY. TAX OFFICE	7.50	536640	
JEFFERSON CTY. TAX OFFICE	7.50	536641	
JEFFERSON CTY. TAX OFFICE	7.50	536642	
JEFFERSON CTY. TAX OFFICE	7.50	536643	
JEFFERSON CTY. TAX OFFICE	7.50	536644	
JEFFERSON CTY. TAX OFFICE	7.50	536645	
JEFFERSON CTY. TAX OFFICE	7.50	536646	
JEFFERSON CTY. TAX OFFICE	7.50	536647	
JEFFERSON CTY. TAX OFFICE	7.50	536648	
JEFFERSON CTY. TAX OFFICE	7.50	536649	
JEFFERSON CTY. TAX OFFICE	7.50	536650	
JEFFERSON CTY. TAX OFFICE	7.50	536651	
JEFFERSON CTY. TAX OFFICE	7.50	536652	
JEFFERSON CTY. TAX OFFICE	7.50	536653	
JEFFERSON CTY. TAX OFFICE	7.50	536654	
JEFFERSON CTY. TAX OFFICE	7.50	536655	
VOYAGER FLEET SYSTEM, INC.	18,113.98	536665	
REPUBLIC SERVICES # 862	83.13	536710	
FUNCTION 4 LLC	25.00	536720	
			18,520.43*
VETERANS SERVICE			
FUNCTION 4 LLC	50.00	536720	
			50.00*
			611,906.42**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	39.10	536567	
ENTERGY	718.30	536582	
JACK BROOKS REGIONAL AIRPORT	463.87	536586	
SANITARY SUPPLY, INC.	631.70	536599	
REPUBLIC SERVICES # 862	83.13	536710	
FUNCTION 4 LLC	25.00	536720	
O'REILLY AUTO PARTS	261.61	536732	
MCGRIFF INSURANCE SERVICES, INC	19,147.71	536762	
CHAMBERS COUNTY	1,114.37	536789	
			22,484.79**
BREATH ALCOHOL TESTING			
IACT	1,100.00	536585	
			1,100.00**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	25.00	536720	
			25.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,777.95	536739	
			10,777.95**
LAW LIBRARY FUND			
FUNCTION 4 LLC	25.00	536720	
			25.00**
CWPP /GAF ERIC PREV			
TEXAS A&M FOREST SERVICE	22,360.00	536802	
			22,360.00**
EMPG GRANT			
FUNCTION 4 LLC	25.00	536720	
			25.00**
JUVENILE PROB & DET. FUND			

NAME	AMOUNT	CHECK NO.1144	TOTAL
VERIZON WIRELESS	65.70	536657	
COMMUNITY SUPERVISION FND			65.70**
BEAUMONT TROPHIES	91.50	536560	
TDCJ - CASHIERS OFFICE	259,760.90	536562	
TDCJ-TLDD CONFERENCE FUND	250.00	536563	
TPA	350.00	536618	
UNITED STATES POSTAL SERVICE	93.82	536659	
NATIONAL CURRICULUM & TRAINING INST	1,173.17	536681	
JCCSC	250.00	536689	
FUNCTION 4 LLC	50.00	536720	
CHARTER COMMUNICATIONS	130.44	536757	
ODP BUSINESS SOLUTIONS, LLC	28.39	536761	
COMMUNITY CORRECTIONS PRG			262,178.22**
TPA	175.00	536618	
FUNCTION 4 LLC	25.00	536720	
DRUG DIVERSION PROGRAM			200.00**
FUNCTION 4 LLC	25.00	536720	
SHERIFF'S TRAINING GRANT			25.00**
EAN SERVICES LLC	1,071.84	536703	
LAW OFFICER TRAINING GRT			1,071.84**
ENTERGY	411.04	536582	
DARE CONTRIBUTIONS FUND			411.04**
LIVE ACTION SAFETY	2,103.20	536798	
J.P. COURTROOM TECH. FUND			2,103.20**
CDW COMPUTER CENTERS, INC.	42.38	536628	
HOTEL OCCUPANCY TAX FUND			42.38**
CITY OF BEAUMONT - WATER DEPT.	302.57	536565	
CASH ADVANCE ACCOUNT	286.61	536587	
M&D SUPPLY	14.76	536590	
AT&T	107.10	536613	
TRIANGLE BLUE PRINT CO., INC.	101.50	536619	
COUNTY SIGN & AWNING	28,000.00	536686	
COUNTY HOME AND RANCH LP	496.28	536690	
REPUBLIC SERVICES # 862	83.13	536710	
FUNCTION 4 LLC	25.00	536720	
REXEL USA INC	160.75	536727	
SUMMIT FIRE & SECURITY	166.50	536751	
GEORGE WEST	12.33	536755	
ODP BUSINESS SOLUTIONS, LLC	250.92	536761	
AMAZON CAPITAL SERVICES	76.84	536766	
DISTRICT CLK RECORDS MGMT			30,084.29**
FUNCTION 4 LLC	50.00	536720	
CAPITAL PROJECTS FUND			50.00**
MONUMENT CONSTRUCTORS	69,825.30	536671	
THE HEARTFIELD LAW FIRM	375.00	536688	
TIM RICHARDSON	9,000.00	536700	
AIRPORT FUND			79,200.30**
CINTAS, INC.	142.89	536564	
W.W. GRAINGER, INC.	97.39	536580	
ENTERGY	16,452.84	536584	
SANITARY SUPPLY, INC.	51.48	536599	

NAME	AMOUNT	CHECK NO.1145	TOTAL
AT&T	446.88	536613	
WORTH HYDROCHEM OF THE GULF COAST	180.00	536623	
UNITED STATES POSTAL SERVICE	1.48	536659	
A1 FILTER SERVICE COMPANY	624.75	536691	
CRAWFORD ELECTRIC SUPPLY COMPANY	946.00	536695	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	263.83	536701	
BK INDUSTRIAL SOLUTIONS LLC	475.05	536706	
REPUBLIC SERVICES # 862	415.66	536710	
FUNCTION 4 LLC	50.00	536720	
TITAN AVIATION FUELS	60,789.66	536735	
ODP BUSINESS SOLUTIONS, LLC	72.56	536761	
BLUEGLOBES, LLC	1,181.00	536763	
			82,191.47**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	35,020.59	536774	
MADISON NATIONAL LIFE INSURANCE COM	8,086.53	536775	
RXCOMPASS LLC	18,172.00	536782	
LANTERN SPECIALTY CARE	362.49	536784	
VISION SERVICE PLAN	6,461.22	536797	
			68,102.83**
SETEC FUND			
REPUBLIC SERVICES # 862	1,485.00	536710	
			1,485.00**
SHERIFF'S FORFEITURE FUND			
MCGRIFF INSURANCE SERVICES, INC	11,542.14	536762	
			11,542.14**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	20,999.18	536529	
CLEAT	3,440.00	536530	
JEFFERSON CTY. TREASURER	11,923.01	536531	
INTERNAL REVENUE SERVICE	208.00	536532	
JEFFERSON CTY. COMMUNITY SUP.	6,323.92	536533	
JEFFERSON CTY. TREASURER - HEALTH	586,776.84	536534	
JEFFERSON CTY. TREASURER - GENERAL	25.00	536535	
JEFFERSON CTY. TREASURER - PAYROLL	2,330,841.01	536536	
JEFFERSON CTY. TREASURER - PAYROLL	776,549.45	536537	
POLICE & FIRE FIGHTERS' ASSOCIATION	5,208.14	536538	
TEXAS CHILD SUPPORT SDU	415.38	536539	
JEFFERSON CTY. TREASURER - TCDRS	891,046.60	536540	
JEFFERSON COUNTY TREASURER	3,795.37	536541	
JEFFERSON COUNTY - TREASURER -	12,626.48	536542	
NECHES FEDERAL CREDIT UNION	30,486.56	536543	
JEFFERSON COUNTY - NATIONWIDE	66,651.68	536544	
CHUBB	6,054.12	536545	
JEFFERSON CTY. TREASURER - VISION	2,818.67	536546	
THE HARTFORD INSURANCE GROUP	7,615.04	536547	
			4,763,804.45**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	1,014.89	536754	
RUBEN ZAPATA	200.00	536768	
ERIKA BURGE	200.00	536780	
			1,414.89**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	16,418.75	536744	
BRAVE/ARCHITECTURE INC	2,335.90	536777	
			18,754.65**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,187.45	536679	
			2,187.45**
MARINE DIVISION			
ENTERGY	102.49	536582	
RITTER @ HOME	400.91	536598	
AT&T	116.68	536613	
ODP BUSINESS SOLUTIONS, LLC	603.77	536761	
MCGRIFF INSURANCE SERVICES, INC	73,390.57	536762	

NAME	AMOUNT	CHECK NO.1146	TOTAL
MASSEY SERVICES INC	24.00	536779	
SHERIFF - COMMISSARY			74,638.42**
GUARDIAN RFID	833.25	536769	
			833.25**
			6,093,393.20***

PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS' COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 17th day of Februrary, 2026, on motion made by Everette"Bo" Alfred Commissioner of Precinct No. 4, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following Proclamation was adopted:

2026 SOC READING AND LOVE MATTERS APPRECIATION BANQUET

WHEREAS, SOC's, Children in Motion, Inc., 20th Annual Appreciation Banquet will be held on Thursday, February 19th, 2026; and

WHEREAS, the purpose of SOC, Save our Children, along with its sponsor/partners, and interested individuals is to help, love, and educate the children in our community in their elementary and secondary levels of education; and

WHEREAS, since 2003, SOC Save our Children has helped nurture nearly 12,000 young people to foster a greater interest in learning; and

WHEREAS, SOC Save our Children provides tutoring services and in-school aid, reading and counseling programs as well as fun events for its students; and

WHEREAS, SOC Save Our Children, through its continued partnership with local educators, elected officials and community leaders provides a wonderful learning environment for its students.

NOW, THEREFORE, BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim February 19, 2026 as SOC Reading and Love Matters Day in Jefferson County, and we also urge all people to attend their banquet and offer their service and gifts in support of the SOC effort to serve and help our children.

Signed this 17 day of February, 2026.

JUDGE JEFF R. BRANICK
County Judge

COMMISSIONER BRANDON WILLIS
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

February 10, 2026

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31, 2026, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.051%. The 90 day Treasury discount rate on January 31, 2026 was 3.58% and the interest on your checking accounts for the month of January was 3.32%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda February 17, 2026, to be received and filed.

Sincerely,

Tim Funchess

Tim Funchess,CCT,CIO
Enclosure

Agenda should read:
Receive and File Investment Schedule for January, 2026,
including the year to date total earnings on County funds.

1149

JEFFERSON COUNTY
MONTH END JANUARY 31, 2026 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY Date	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price
INVESTMENTS													
TEXAS CLASS		$20,000,000.00	$20,000,000.00	100	3.736%		NONE			TX-01-0485-4001	TEXAS CLASS	$20,000,000.00	
CDs and Securities													
FAMCA 3.83% (NEW)	22-Jan-26	$10,000,000.00	$10,000,000.00	100	3.830%	22-Jan-29	22-Jan-27	1087	1096	31424W6X5	NATIONAL ALLIANCE	$9,980,000.00	$99.8000
FNMA 4.50%	18-Feb-25	$5,500,000.00	$5,500,000.00	100	4.500%	18-Feb-28	18-Feb-26	748	1095	3136GAAH2	NATIONAL ALLIANCE	$5,499,505.00	$99.9910
FHLB 4.35%	03-Mar-25	$5,000,000.00	$5,000,000.00	100	4.350%	03-Mar-28	03-Mar-26	762	1096	3130B5FB9	NATIONAL ALLIANCE	$5,002,150.00	$100.0430
FNMA 4.11%	27-Mar-25	$5,300,000.00	$5,300,000.00	100	4.110%	24-Mar-28	24-Mar-27	783	1093	3136GADG1	NATIONAL ALLIANCE	$5,322,154.00	$100.4180
FFCB 4.30%	30-Jun-25	$5,000,000.00	$5,000,000.00	100	4.300%	30-Jun-28	30-Jun-26	881	1096	3133ETMX2	NATIONAL ALLIANCE	$5,002,450.00	$100.0490
FHLB 4.25%	22-May-25	$4,105,000.00	$4,105,000.00	100	4.250%	22-Nov-27	22-May-26	660	914	3130B6JZ0	NATIONAL ALLIANCE	$4,110,213.35	$100.1270
FHLB 4.25%	14-Aug-25	$3,000,000.00	$3,000,000.00	100	4.250%	14-Aug-28	14-Aug-26	926	1096	3130B7BL7	NATIONAL ALLIANCE	$3,007,020.00	$100.2340
FHLB 4.25%	22-Aug-25	$5,000,000.00	$5,000,000.00	100	4.250%	22-Aug-28	18-Feb-26	930	1092	3130B7JQ8	NATIONAL ALLIANCE	$4,999,600.00	$99.9920
FHLB 4.25%	25-Oct-24	$1,700,000.00	$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	629	1092	3130B3G72	NATIONAL ALLIANCE	$1,700,833.00	$100.0490
FHLB 4.20%	25-Oct-24	$3,300,000.00	$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	629	1092	3130B3FG3	NATIONAL ALLIANCE	$3,301,221.00	$100.0370
FHLB 4.00%	06-Nov-25	$5,000,000.00	$5,000,000.00	100	4.000%	06-Nov-28	06-May-26	1010	1096	3130B8H39	NATIONAL ALLIANCE	$5,000,350.00	$100.0070
		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE	
INVESTMENT ACCTS		$20,000,000.00	$20,000,000.00									$20,000,000.00	
CDs and Securities		$52,905,000.00	$52,905,000.00		4.051%	3.539%			627	DAYS		$52,925,496.35	
TOTALS ALL ACCTS:		$72,905,000.00	$72,905,000.00									$72,925,496.35	

PLEDGE COLLATERAL REPORT STELLAR BANK
ALL COUNTY FUNDS
AS OF JANUARY 31, 2026

MARKET VALUE OF PLEDGE SECURITIES	$350,000,000.00
BALANCE IN ALL ACCOUNTS:	$290,236,910.36
OVER OR (UNDER) AMOUNT:	$59,763,089.64
	120.59%

COMPLIANCE STATEMENT

This in an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.

Tim Funchess

Tim Funchess, Jefferson County Treasurer/Investment Officer

JANUARY 2026, JEFFERSON COUNTY INVESTMENT MATURITIES
MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	
INVESTMENTS												
TEXAS CLASS	02-Apr-25	$20,000,000.00	$20,000,000.00	100	3.586%		03-Feb-26				$61,032.79	
FNMA 4.55%	13-Jan-25	$5,000,000.00	$5,000,000.00	100	4.550%	13-Jan-28	13-Jan-26	1095	3136GA5M7	NATIONAL ALLIANCE	$113,750.00	CALLED
FHLB 4.50%	15-Jan-25	$5,000,000.00	$5,000,000.00	100	4.500%	15-Jan-27	15-Jan-26	730	3130B4MH1	NATIONAL ALLIANCE	$112,500.00	CALLED
CHECKING INTEREST												$287,282.79
POOLED CASH ACCT		JANUARY INTEREST			3.32%			31	1004221717	STELLAR BANK	$299,610.42	
OTHER COUNTY ACCTS		JANUARY INTEREST			3.32%			31		STELLAR BANK	$189,513.19	
TAX LICENSE ACCT		JANUARY INTEREST			3.32%			31	1004224083	STELLAR BANK	$1,589.72	
												$490,713.33
TOTAL		$30,000,000.00	$30,000,000.00								$777,996.12	$777,996.12

FISCAL YEAR 2025-2026

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	3.730%	$483,448.31	3.610%		
NOVEMBER	3.730%	$547,156.23	3.480%		
DECEMBER	3.570%	$688,671.87	3.480%		
JANUARY	3.580%	$777,996.12	3.320%		
ANNUAL TOTALS		**$2,497,272.53**		**$0.00**	**$2,497,272.53**

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT COMPLETION REPORT FORM

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See instructions on final page. Attach lists of additional project personnel, if necessary.

1. Project Information		
PROJECT NAME	DATE OF REPORT	ANTIQUITIES PERMIT NUMBER
PROJECT START DATE	PROJECT END DATE	

2. Property Name and Location		
NAME OF BUILDING OR STRUCTURE		
ADDRESS	CITY	COUNTY

3. Owner of Building or Structure			
OWNER/AGENCY	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

4. Lessee of Building or Structure (if applicable)			
LESSEE	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

5. Project Professional: Architect			
NAME/FIRM	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

6. Project Professional: Engineer			
NAME/FIRM	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

7. Contractor			
NAME/FIRM	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

PROJECT NAME:	ANTIQUITIES PERMIT NUMBER:

8. Consultant

NAME/FIRM	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

9. Additional Personnel

NAME/FIRM	REPRESENTATIVE	TITLE	
ADDRESS	CITY	STATE	ZIP CODE
PHONE	EMAIL		

PROJECT NARRATIVE

Please fully describe the permitted work.

10. Description of the work

11. Description of anticipated future work, if any

PROJECT NAME:	ANTIQUITIES PERMIT NUMBER:

12. Scope of work (Please list categories of work with corresponding costs.)

13. Description of any special products, materials, or building techniques used

14. Description of the anticipated use of the property upon completion of the work

ATTACHMENTS

Please attach photographic prints, labeled with an index, of the condition before, during, and after the project, and also include a compact disc with digital files. See more detailed instructions on the final page.

PROJECT NAME:	ANTIQUITIES PERMIT NUMBER:

Instructions for the Antiquities Permit Completion Report Form

State Antiquities Landmarks (SALs) are designated by the Texas Historical Commission (THC) and receive legal protection under the Antiquities Code of Texas (Texas Natural Resources Code, Chapter 191, and Rules of Practice and Procedure in the Texas Administrative Code, Title 13, Chapter 26). Please see our website at www.thc.texas.gov/project-review/antiquities-code-texas and www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks for additional information on the Antiquities Code of Texas and State Antiquities Landmark designation.

When work is done to an SAL, it is important to record the changes that take place so that the building or structure's historic evolution might be completely documented for future study. To that end, Rule § 26.23(b)(4) requires project completion reports for all historic buildings and structures permits. The completion report has two parts: written documentation and a photographic record.

Written documentation may be prepared by completing all applicable fields on this form or providing equivalent documentation in a different format. The project narrative should comprehensively describe the work performed under the permit. **For new construction permits, less detailed information will be acceptable, and project costs may be omitted.**

Photographic documentation is a significant part of the record of the project work. Photographs should focus on areas where work is performed, and representative views--before, during, and after project work--should be of the same area to clearly illustrate the work as it progresses. **For new construction permits, general views of the site before and during construction and the exterior upon completion will be sufficient.**

Photographs must be at least 4" x 6" and may be taken with a 35 mm or digital camera. Photographs must be in-focus and clear; images that are out-of-focus, underexposed, overexposed, or pixilated are not acceptable. Digital photographs should have a resolution of at least 300 pixels per inch with an image size of at least 1600 x 1200 pixels. Color prints are preferred. Digital prints must be equivalent in quality and clarity to prints from 35 mm negatives and may be printed on an inkjet or laser printer on high-quality paper. Acid-free archival papers and inks are preferred but not required. Photographs must be clearly labeled on the back of each print or composed and labeled on letter-size paper. A corresponding index of photographs, listing each photograph and its location, must be included and may be accompanied by a plan key indicating the location and direction of each image.

The completion report should be prepared at the close of the project and must be submitted prior to expiration of the Historic Buildings and Structures Permit. Please submit the following items to the Texas Historical Commission Division of Architecture at the mailing address below or deliver to 108 W. 16th Street, Second Floor, Austin, TX 78701:

- Completion report printed on high-quality paper, unbound;
- Photographic documentation printed and labeled per the above instructions; and
- Compact disc containing the completion report as a pdf (portable document format) file and digital photographic files, if applicable.

Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov

The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

June 2, 2025

Request for additions to Texas Historical Commission
Historic Buildings and Structures Permit #1324

Jefferson County Courthouse

1149 Pearl Street, Beaumont, Texas 77701

Attn: Maria Angel, Project Reviewer, Courthouse Preservation Program

The following is a written description of the additional work that we planned following the previously approved demolition. It follows the work we discussed on you visit on May 22, 2025 and closely conforms to directives and suggestions you made during our Courthouse tour. Also attached please find the Courthouse Master Plan drawings updated with the changes described below.

First Floor

1. **Tax Accessor Office 130A**
    a. Frame south side columns (2) and install new drywall.
    b. Repair and paint drywall on east side of 130A and on north wall of 130B.
    c. Repaint rooms 130A, 130B, 131, 132 and 134.
    d. Install new (9'AFF, or to match the existing new era walls) metal stud wall from SE corner of room 131 to first east column then south to south end of room 130A.
    e. Install a new 6'-0" door in metal frame between room 131 and column to east creating a new room 130B on west side of room 130A.
    f. Patch holes in terrazzo flooring. (Epoxy Filler)
    g. Replace 2x4 damaged acoustic ceiling panels for area of room 130A and 130B, 133 & 134.
    h. Install historic wood base west wall 130B.
    i. Install rubber base on new partitions and north and south walls of 130B.
    j. Remove all electrical conduits and wiring currently exposed at two locations- (Courthouse Electrician)
    k. Provide new electrical service to 6 cubicles to be moved to 130A from 163 (4) & 165 (2). (Courthouse Electrician)
    l. Modify and/or install new lighting in existing ceiling grid. (Courthouse Electrician)

2. **Storage 130B**
    a. Patch holes in terrazzo flooring. (Epoxy Filler)
    b. Provide on duplex outlet on north wall of 130B for letter machine. Locate at a height above rolling cabinet to be moved to that room. (Courthouse Electrician)
    c. Modify and/or install new lighting in existing ceiling grid. (Courthouse Electrician)

3. **Tax Assessor Lobby 140**
   a. Install new metal stud partition from east wall of 140 to corner of desk w/glass partition. Install 3'-0" x 7'-0" door in metal frame with security key pad (Separate Contract) in partition for security enclosure.
   b. Paint new partition to match existing wall color.

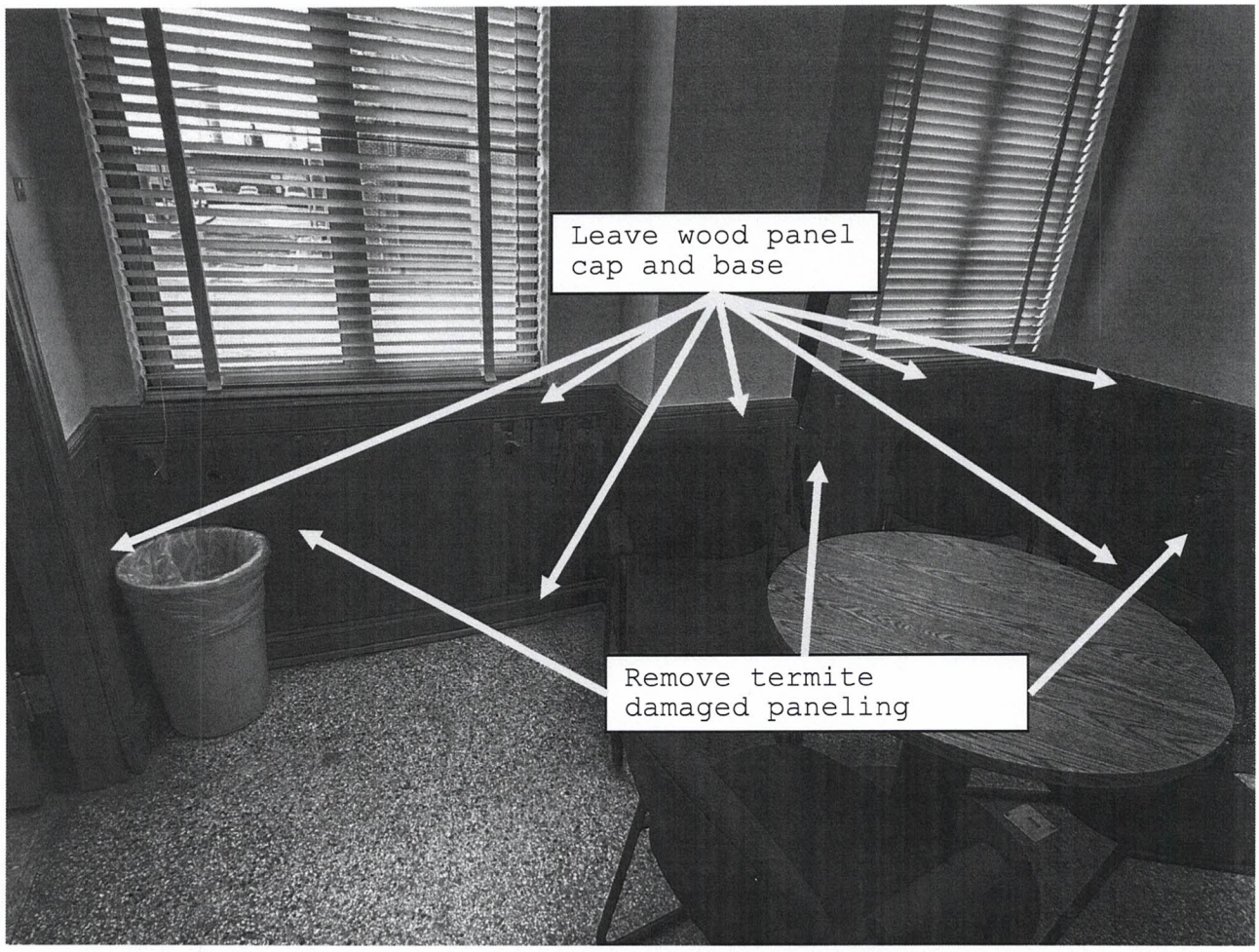
4. **Tax Assessor 162**
   a. Install new (9' AFF, or to match the existing non-historic walls) metal stud partition between service desk and west wall of 162 in NW corner of room to prevent entrance behind service desk.
   b. Paint new partition to match existing wall color.

5. **Office 163**
   a. Install (9'AFF, or to match the existing new era walls) height metal stud wall from SW corner of 163 west to intersect with east wall of 163 terminating at the SW corner of 169. Install 2 - 3'-0" x 7'-0" doors in metal.
   b. Paint new partition to match existing walls.

6. **Office 165A**
   a. Remove wall cabinet on south side of room 165A.
   b. Paint wall to match existing walls.
   c. Install new metal stud wall from SW corner of room 165C to north wall of 166. Install 3'-0" x 7'-0" door in metal frame in new partition near north wall of 166.

7. **Breakroom 165D**
   a. Install electrical outlet and waterline for new refrigerator to be located in the NE corner of 165D. (Courthouse Electrician)
   b. Paint 165D to match existing walls.

8. **Breakroom 166**
   a. Remove termite damaged wood paneling on south and east walls leaving historic wood panel cap and historic wood base. Install drywall over existing plaster walls and paint to match walls. See picture below.
   b. Install new kitchen style cabinet with sink in SW corner of room. (Courthouse Carpenter)



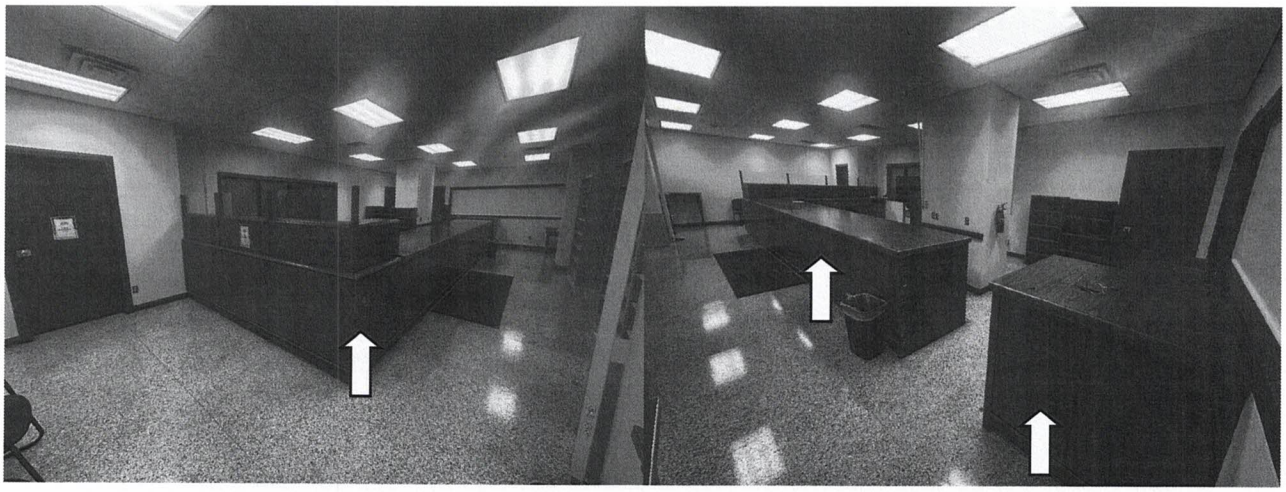
9. **Office 169**
   a. Install new (9'AFF, or to match the existing Non-historic walls) metal stud partition between existing columns.
   b. Demo existing auto dealer desk and swing gate on south end of room 162 to provide opening to access Training Room 172.
   c. Install new counter, security wall and security door between entrance to Training Room 172 and Office 169.

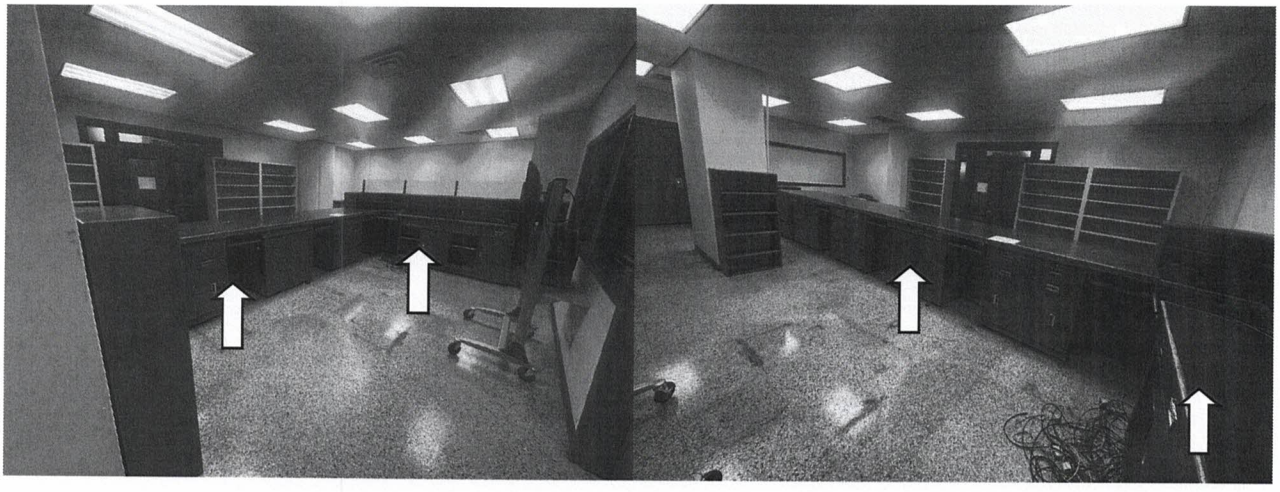
10. **Office 171**
   a. Install new metal stud partition and entry door between Office 169 and Training Room 172.

Request for additions to Texas Historical Commission
Historic Buildings and Structures Permit #1324
Jefferson County Courthouse

Second Floor

1. **Domestic Relations 294**
   a. Remove existing non-historical desk. (We did not review this item during your visit. It is an addition requested by the #279 District Court Judge. See arrows on pictures below.





Additionally, please find the attached 1st & 2nd floor plans referencing the locations of the work described above.

Respectfully Submitted,

Dohn H. LaBiche, FAIA

REGISTERED ARCHITECT
DOHN H. LaBICHE
11592
STATE OF TEXAS

06.03.25

LOCATION LEGEND

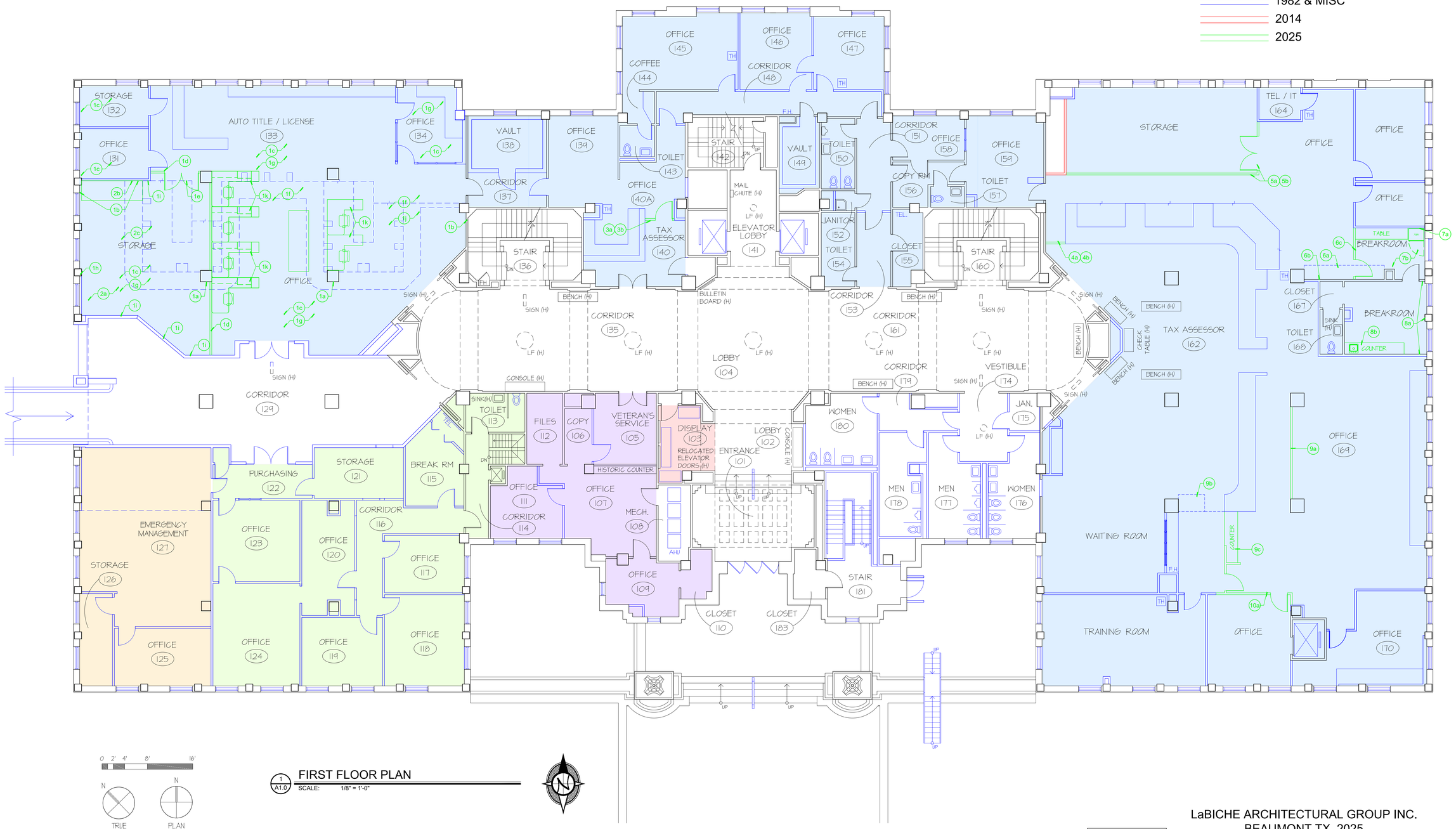
COLORS ON LEGEND PERTAIN TO THIS SHEET ONLY

- EMERGENCY MANAGEMENT
- HISTORICAL COMMISSION
- PUBLIC
- PURCHASING_PRINTING
- TAX OFFICE
- VETERAN'S OFFICE

JEFFERSON COUNTY COURTHOUSE
HISTORIC PRESERVATION MASTER PLAN
UPDATE EXISTING & PROPOSED

FIRST FLOOR PLAN

- 1932
- 1982 & MISC
- 2014
- 2025



1 A1.0 FIRST FLOOR PLAN

SCALE: 1/8" = 1'-0"

LaBICHE ARCHITECTURAL GROUP INC.
BEAUMONT TX, 2025

THIS DOCUMENT HAS BEEN ISSUED FOR INTERIM REVIEW AND IS **NOT INTENDED FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION**

ISSUED BY:
DOHN H. LaBICHE - #11592
25.06.03

THIS DOCUMENT , AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE USED IN WHOLE OR IN PART FOR ANY OTHER PROJECT, WITHOUT THE WRITTEN AUTHORIZATION OF THE LaBICHE ARCHITECTURAL GROUP, INC.

XX.XX.2025
DATE SIGNED

12.31.2025
REGISTRATION EXPIRATION DATE

THE LaBICHE ARCHITECTURAL GROUP, INC.
7999 GLADYS AVENUE SUITE 101
BEAUMONT, TEXAS 77706
PHONE (409) 860-0197
FAX (409) 860-0198
WWW.LABICHE.COM

REQUEST FOR ADDITIONS TO THC HISTORIC BUILDINGS AND STRUCTURES PERMIT #1324

JEFFERSON COUNTY COURTHOUSE
1149 PEARL STREET
BEAUMONT, TEXAS 77701
JEFFERSON COUNTY

SET NO.

SHEET NUMBER A1.0

FILENAME 25008

DRAWN BY: CMM
PROJECT NUMBER: 25008
DOCUMENT RELEASE DATES:

1	
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THE LaBICHE ARCHITECTURAL GROUP, INC.

Exhibit 3					
TAX OFFICE RENNOVATION - 2025					
WORK COMPLETED	**INVOICE DATE**	**INVOICE AMOUNT**			
CONTRACTOR					
Preferred Facilites Group-demolition*	04/29/25	$16,838.93			
Preferred Facilites	07/11/25	$66,490.45			
Total			$83,329.38		
ELECTRICAL					
CED	07/10/25	$24.50			
CED	07/11/25	$311.94			
CED	08/05/25	$895.12			
CED	08/27/25	$929.11			
CED	08/28/25	$578.28			
CED	08/21/25	$109.30			
Total			$2,848.25		
PLUMBING					
Coburn's	08/20/25	$939.20			
Coburn's	08/20/25	$678.89			
Total			$1,618.09		
ARCHITECT					
LaBeiche	05/06/25	$800.00			
LaBeiche	06/04/25	$2,450.00			
LaBeiche	07/08/25	$2,850.00			
LaBeiche	08/03/25	$2,000.00			
LaBeiche	08/06/25	$5,000.00			
LaBeiche	09/30/25	$1,900.00			
Total			$15,000.00		
SECURITY					
Wave Solutions, LLC	09/07/25	$9,225.00			
Wave Solutions, LLC	04/09/25	$5,845.00			
total			$15,070.00		
MISC. EXPENSES					
Grainger	08/12/25	$148.72			
MHC Datacom, Inc	08/08/25	$7,024.10			
Rexel	07/08/25	$379.58			
Sherwin-Williams	08/19/25	$1,166.52			
Wes Vice Hardwoods	08/04/25	$561.86			
Total			$9,280.78		
PROJECT TOTAL				**$127,146.50**	
*Jefferson County Maintenance Dept. removal costs of all electrical and data is not included. See Preferred's April, 2025 invoice					

EXHIBIT 4

Detailed Invoices

120-1011-415-6614 1162

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1092868	07/11/2025
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 206839 DALLAS, TX 75320-6839	

SOLD TO:

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

SHIP TO: Tax Dpt.

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	095790

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
0004 TM	PREPAID	WILL CALL	07/10/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	250	WIRE 12/3MC	12/3 ALUM MC, 250' COIL		250	1247.77	M		311.94	2.0

RECEIVED
JUL 14 2025
AUDITOR'S OFFICE

Cindy Sauvé
APPROVED JUL 14 2025

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE. TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 6.24 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		311.94
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		311.94

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1095631	08/27/2025

PLEASE SHOW INVOICE NO. AND REMIT TO:
P.O. BOX 206839
DALLAS, TX 75320-6839

SOLD TO:

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

Cindy Sims
APPROVED AUG 2 8 2025
APPROVED AUG 2 9 2025

SHIP TO:

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

RECEIVED
AUG 28 2025
AUDITOR'S OFFICE

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	095790

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
0004 TM	PREPAID	WILL CALL	08/25/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	250	WIRE 12/2MC	12/2 ALUM MC, 250' COIL		250	742.86	M		185.72	2.0
T	250	WIRE 12/4MC	12/4 250' COILS		250	1885.17	M		471.29	0.0
T	50	BPT 1000	0 ANTISHORT BUSHING		50	6.72	C		3.36	2.0
T	5	RACO 500	2-1/2D SW BOX 1/2 KO		5	1.85	E		9.25	2.0
T	100	COND EMT-1/2	EMT		100	59.11	C		59.11	2.0
T	100	BPT 920S	1/2 1H STL EMT STRAP		100	0.14	E		14.00	2.0
T	50	BPT 230	1/2 STL S/SCR EMT CONN		50	0.26	E		13.00	2.0
T	50	BPT 240	1/2 STL S/SCR EMT CPLG		50	0.33	E		16.50	2.0
T	5	RACO 189	4SQ BOX		5	1.04	E		5.20	2.0
T	5	RACO 752	4SQ FLAT BLANK COVER		5	0.45	E		2.25	2.0
T	5	RACO 902C	COVER F/RCPT		5	1.30	E		6.50	2.0
T	1	LEV GFNT2W	20A SLIM GFCI W/WP		1	17.97	E		17.97	2.0
T	10	LEV CR20W	WHT DPLX RCPT NEMA5-20R		10	2.29	E		22.90	2.0
T	20	LEV PJ8W	WP1 WHT PB1/25/100		20	0.47	E		9.40	2.0
T	1	DOTTI K6HX	#10 HX/PHL/SLOT SCR/ANCHOR KIT		1	20.93	E		20.93	1.0
T	100	DOTTI WR61	YEL ZINC PHIL DRYWALL SCR 6X1		100	4.20	C		4.20	1.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 8.79 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1095631	08/27/2025

PLEASE SHOW INVOICE NO. AND REMIT TO:

P.O. BOX 206839
DALLAS, TX 75320-6839

SOLD TO:

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

Cindy Scott
APPROVED AUG 29 2025

SHIP TO:

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

RECEIVED
AUG 28 2025
AUDITOR'S OFFICE

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	095790

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
0004 TM	PREPAID	WILL CALL	08/25/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	5	CADDY DSI2A	BOX RETAINING BRACKET		5	116.46	C		5.82	0.0
T	1	KLIEN 51603	AEROHEAD COND BNDR ASSM		1	61.71	E		61.71	2.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

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B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 8.79 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		929.11
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		929.11

1165

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

RECEIVED
AUG 29 2025
AUDITOR'S OFFICE

INVOICE NO.	INVOICE DATE
0468-1096067	08/28/2025

PLEASE SHOW INVOICE NO. AND REMIT TO:

P.O. BOX 206839
DALLAS, TX 75320-6839

SOLD TO:

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

SHIP TO:

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	095790

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
0004 TM	PREPAID	WILL CALL	08/28/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	500	WIRE THHN12STRBLK	500 FT REEL		500	220.00	M		110.00	2.0
T	500	WIRE THHN12STRRED	500 FT REEL		500	220.00	M		110.00	2.0
T	500	WIRE THHN12STRBLU	500 FT REEL		500	220.00	M		110.00	2.0
T	500	WIRE THHN12STRGRN	500 FT REEL		500	220.00	M		110.00	2.0
T	500	WIRE THHN12STRWHT	500 FT REEL		500	220.00	M		110.00	2.0
T	1	KLIEN 6056	6-IN CAB-PT SCR-DRVR		1	10.50	E		10.50	2.0
T	1	KLIEN 85742	SCREWDRIVER SET		1	17.78	E		17.78	2.0

Cindy Sawyer
APPROVED SEP 02 2025

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

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B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 11.57 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		578.28
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		578.28

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1095184	08/21/2025

PLEASE SHOW INVOICE NO. AND REMIT TO:

P.O. BOX 206839
DALLAS, TX 75320-6839

SOLD TO:

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

Cindy Savant
APPROVED AUG 2 8 2025

SHIP TO: Tax Dept.
JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

ACCOUNT #/NAME		JOB NAME	CUSTOMER ORDER NO.
N2-43199	JEFFERSON COUNTY AUDITOR	MIKE	095790

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
0004 TM	PREPAID	WILL CALL	08/22/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	1	SIE B315	3P 15A CKT BRKR		1	109.30	E		109.30	1.0

RECEIVED
AUG 25 2025
AUDITOR'S OFFICE

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

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B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 1.09 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		109.30
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		109.30

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1093054	08/05/2025

PLEASE SHOW INVOICE NO. AND REMIT TO:
P.O. BOX 206839
DALLAS, TX 75320-6839

SOLD TO:

Cindy Saurit
APPROVED AUG 12 2025

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

SHIP TO: Jay Hc.

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

RECEIVED
AUG 07 2025
AUDITOR'S OFFICE

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	095790
SALESPERSON	**SHIPPING INFORMATION**	**SHIP VIA** / **SHIP DATE**
0004 TM	PREPAID	WILL CALL / 08/04/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	10	RACO 189	4SQ BOX		10	1.50	E		15.00	2.0
T	50	BPT 570DCR2	3/8 AC/MC CONN		50	1.40	E		70.00	2.0
T	16	RACO 902C	COVER F/RCPT		16	1.75	E		28.00	2.0
T	250	WIRE 12/2MCSTR250	12/2 ALUM MC, STR, 250' COIL		250	900.00	M		225.00	2.0
T	100	DOTTI TEKHW101	HEX HEAD		100	37.01	C		37.01	1.0
T	500	IDEAL 30652	452 WIRECON RED 500/BAG		500	202.19	M		101.10	2.0
T	500	IDEAL 30273	SIZE 73B ORG WIRECONN		500	152.08	M		76.04	2.0
T	20	IDEAL 461700	ELEC VINYL TAPE		20	1.68	E		33.60	2.0
T	20	BPT 601DC2	1/2 DPLX BX CONN		20	1.82	E		36.40	2.0
T	10	LEV 5362IG	ISO GRD DPLXRCPT-N5-20R		10	9.28	E		92.80	2.0
T	10	LEV CR20I	IV DPLX RCPT NEMA5-20R		10	2.60	E		26.00	2.0
T	20	LEV PJ1I	WP1 IV PB1/25/100		20	0.44	E		8.80	2.0
T	25	LEV SSJ1340	1G SS WALLPLATE		25	2.59	E		64.75	2.0
T	10	RACO 500	2-1/2D SW BOX 1/2 KO		10	3.60	E		36.00	2.0
T	10	LEV CS1202I	SP 20A 277V IV SW		10	3.66	E		36.60	2.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

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CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 17.38 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		887.10
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		887.10

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1094453	08/05/2025

PLEASE SHOW INVOICE NO. AND REMIT TO:
P.O. BOX 206839
DALLAS, TX 75320-6839

SOLD TO:

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

Cindy Savant
APPROVED AUG 12 2025

SHIP TO: Jan Ofc.

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

RECEIVED
AUG 07 2025
AUDITOR'S OFFICE

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	095790

SALESPERSON	SHIPPING INFORMATION	SHIP VIA	SHIP DATE
0004 TM	PREPAID	WILL CALL	08/04/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	1	RACO 500	2-1/2D SW BOX 1/2 KO		1	3.60	E		3.60	2.0
T	1	CADDY DSI2A	BOX RETAINING BRACKET		1	116.51	C		1.17	0.0
T	1	LEV PJ8W	WP1 WHT PB1/25/100		1	0.65	E		0.65	2.0
T	1	LEV CR20W	WHT DPLX RCPT NEMA5-20R		1	2.60	E		2.60	2.0

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

THIS SALE IS SUBJECT TO OUR TERMS LOCATED AT SALES.OUR-TERMS.COM, WHICH WE MAY CHANGE FROM TIME TO TIME WITHOUT PRIOR NOTICE.

CODE: TO ADVISE YOU PROMPTLY CONCERNING YOUR ORDER, THIS CODE IS USED ON OUR INVOICES.

B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 0.13 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		8.02
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		8.02

1159

Invoice

Coburn's
Coburn Supply Company

PO BOX 99001
DENHAM SPRINGS, LA. 70727-9001

RECEIVED
SEP 10 2025
Auditor's Office

Invoice #	Ship Via
16310064-1	OUR TRUCK

Inv. Date	Order Date	Ship Date
09/02/25	08/20/25	09/02/25

Branch Location

COBURN'S BEAUMONT-BOWIE (1)
1000 BOWIE ST
BEAUMONT, TX 77701
409-835-1447

SOLD TO: 1256300

19508 1 MB 0.672 E0174 I0279 D14581475807 S2 P10889691 0002:0002

JEFFERSON COUNTY
MAINT DEPT 30 - 59
1149 PEARL ST 7TH FL ATN SHEILA
BEAUMONT TX 77701-3635

SHIP TO: 1256300

JEFFERSON COUNTY
MAINT DEPT 30 - 59
1149 PEARL ST 7TH FL ATN SHEILA
BEAUMONT, TX. 77701

Jan Ofc.

Salesperson	Wrt-BY	Picked Up By	Customer PO#	Job Name
HOUSE ACCOUNT-BMT BOWIE	CODY ROBINSON	JEFF	J03807	J03807

Line#	Qty. Ord.	Ship	PartNumber / Description	Unit Price	Per	Ext. Price
1	1	1	14003769 LRAD2521603 18 Gauge Stainless Steel 25X21.25X6 Single Bowl Top Mount Kitchen Sink 1	655.27	EA	655.27
2	1	1	OAT39016 39016 Oatey 160 Branch-24 Stack Dfu Sure-Vent-1.5-2 In PVC 1	23.62	EA	23.62

Cindy Sawyer
APPROVED SEP 15 2025

We have a new remittance address:

PO Box 669259
Dallas, Texas 75266-9259

Please update your records.

We at Coburn's do appreciate your business.
GO PAPERLESS! Decide how to receive your invoices.
Please visit http://www.coburns.com/options

COBURN'S Standard Terms: NET 25th

Remit To: PO Box 669259
Dallas, TX 75266-9259

		Subtotal	678.89
Disc. Amt.:	$13.58	Freight	0.00
Disc. Date:	10/10/25	Handling	0.00
Tax Rate:	0.000	Sales Tax	0.00
Tax Code:	EX-TX	**TOTAL**	**$678.89**

0002:0002

120-1011-415-3084

Invoice

Coburn's
Coburn Supply Company

PO BOX 99001
DENHAM SPRINGS, LA. 70727-9001

RECEIVED
SEP 03 2025
Auditor's Office

Invoice #	Ship Via
16310064	OUR TRUCK

Inv. Date	Order Date	Ship Date
08/22/25	08/20/25	08/22/25

Branch Location

COBURN'S BEAUMONT-BOWIE (1)
1000 BOWIE ST
BEAUMONT, TX 77701
409-835-1447

SOLD TO: 1256300

884 2 MB 0.672 E0135 I1027 D14559321936 S2 P10882217 0004:0006

JEFFERSON COUNTY
MAINT DEPT 30 - 59
1149 PEARL ST 7TH FL ATN SHEILA
BEAUMONT TX 77701-3635

Cindy Savant
APPROVED SEP 04 2025

SHIP TO: 1256300

JEFFERSON COUNTY
MAINT DEPT 30 - 59
1149 PEARL ST 7TH FL ATN SHEILA
BEAUMONT, TX. 77701

Salesperson	Wrt-BY	Picked Up By	Customer PO#	Job Name
HOUSE ACCOUNT-BMT BOWIE	CODY ROBINSON	JOHE	J03807	J03807

Line#	Qty. Ord.	Ship	PartNumber Description	Unit Price	Per	Ext. Price
1	1	0	14003769 LRAD2521603 18 Gauge Stainless Steel 25X21.25X6 Single Bowl Top Mount Kitchen Sink 1	655.27	EA	0.00
2	1	1	OAT16T 16T Dearborn Strainer-Brass Body Ss Basket W/Tailpiece 1	19.17	EA	19.17
3	1	1	GERG0040168 G0040168 Gerber Viper 2H High Arc Kitchen Faucet w/out Spray 1.75gpm Chrome 1	89.77	EA	89.77
4	1	1	OATP9703WBG P9703WBG Dearborn P-Trap Reversible J-Bend 1/2 X 1-1/2 White Plastic Pipe 1	1.86	EA	1.86
5	1	1	17099102 102EZ TRUEBRO P-TRAP AND SUPPLIES (102W) INSULATOR KIT 1	48.70	EA	48.70
6	2	2	46402509 2 X 1-1/2 PVC-DWV Sch 40 Fitting Flush Bushing SpgxH 107 1	0.99	EA	1.98
7	1	1	46403838 1-1/2 PVC-DWV Sch 40 Male Trap Adapter With Polyethylene Nut SpgxS 103P 1	2.28	EA	2.28
8	6	6	46405809 2 PVC-DWV Sch 40 90 Elbow HxH 300 1	1.90	EA	11.40
9	10	10	46900205 2 in X 10 ft PVC DWV Pipe Schedule 40 Plain End 1	0.56	FT	5.60
10	2	2	46409306 2 PVC-DWV Sch 40 Sanitary Tee HxHxH 400 1	3.06	EA	6.12
11	2	2	MISC200HW C 200 HW 2 C.I. HEAVY DUTY NO HUB COUPLIINGS 1	12.29	EA	24.58
12	4	4	34508123 S2 H13200 2 GALV 2 HOLE PIPE STRAP (25/BAG) 1	0.67	EA	2.68
13	2	2	BRAPLB107XP PLB107X P 1/2 Nom Cold Expansion X 3/8 Od Comp 1	6.19	EA	12.38

Coburn Supply Company

RECEIVED
SEP 03 2025
Auditor's Office

Cindy Sarat

APPROVED SEP 04 2025

SOLD TO:	CUSTOMER PO#:	INVOICE#:
1256300	J03807	16310064

Line#	Qty. Ord.	Qty. Ship	PartNumber Description	Unit Price	Per	Ext. Price
14	2	2	WIRQ4690512 Q4690512 ProPEX Ring with Stop 1/2 (blue print) 1	0.26	EA	0.52
15	10	10	45143401 9213400 Nibco 1/2 in or 5/8 in OD Copper Strap 1	0.81	EA	8.10
16	1	0	OAT39016 39016 Oatey 160 Branch-24 Stack Dfu Sure-Vent-1.5-2 In PVC 1	23.62	EA	0.00
17	1	1	OAT25605 25605 Oatey 6 Fl Oz Plumbers Caulk-White 1	4.98	EA	4.98
18	2	2	BRAPLS120AF PLS1-20A F 3/8 Comp X 1/2 FIP 20 in Faucet Supply Line 1	5.81	EA	11.62
19	1	1	ES610SOMSKZ16 10 gal 1.65 KW 120 Volts POU Single Phase State ProLine Compact Unit Electric Residential Water Heater 1 SERIAL# : 144305550	585.88	EA	585.88
20	1	0	OAT34079 34079 Oatey 18 in Alum Water Heater Pan W/1 in Adapter 1	25.08	EA	0.00
21	2	2	BRASWB0012N SWB00-12N 3/4 FIP X 3/4 FIP X 12 STAINLESS STEEL WATERFLEX 1	9.21	EA	18.42
22	2	2	WIRLF4525075 LF4525075 PROPEX LF BRASS MALE THREADED ADAPTER, 1/2 PEX X 3/4 NPT 1	12.05	EA	24.10
23	1	1	RW5015AB12 1/2 400# WOG*, BRASS BODY, REGULAR PORT, NBR ORING PACKING, FOR USE WITH PEX TUBING, BARB X BARB ENDS, BLOWOUT PROOF STEM, F1960 1	7.53	EA	7.53
24	12	12	WIRQ4760500 Q4760500 EP ELBOWS 1/2 PEX X 1/2 PEX PROPEX 1	1.90	EA	22.80
25	1	1	MATPXCEMA0303LF 1/2" Lead Free F1960 PEX X 1/2" IP Male Adapter 1	6.64	EA	6.64
26	2	2	WIRQ4755050 Q4755050 EP TEE 1/2 PEX X 1/2 PEX PROPEX 1	1.93	EA	3.86
27	1	1	MATPXCEMA0404LF 3/4" Lead Free F1960 PEX X 3/4" IP Male Adapter 1	10.84	EA	10.84
28	1	1	WIRQ4760750 Q4760750 EP ELBOWS 3/4 PEX X 3/4 PEX PROPEX 1	2.39	EA	2.39
29	1	1	FUEL FUEL SURCHARGE	5.00	EA	5.00

884 2 MB 0.672 E0135 I1028 D14559321936 S2 P10882217 0005:0006

RECEIVED

SEP 03 2025

Auditor's Office

Coburn's
Coburn Supply Company

Cindy Sarratt

APPROVED SEP 04 2025

SOLD TO:	CUSTOMER PO#:	INVOICE#:
1256300	J03807	16310064

Line#	Qty. Ord.	Qty. Ship	PartNumber Description	Unit Price	Per	Ext. Price

We have a new remittance address:

PO Box 669259
Dallas, Texas 75266-9259

Please update your records.

We at Coburn's do appreciate your business.
GO PAPERLESS! Decide how to receive your invoices.
Please visit http://www.coburns.com/options

COBURN'S Standard Terms: NET 25th

Remit To: **PO Box 669259**
Dallas, TX 75266-9259

		Subtotal	939.20
Disc. Amt.:	$18.78	Freight	0.00
Disc. Date:	09/10/25	Handling	0.00
Tax Rate:	0.000	Sales Tax	0.00
Tax Code:	EX-TX	**TOTAL**	**$939.20**

884 2 MB 0.672 E0135 I1029 D14559321936 S2 P10882217 0006:0006

Invoice

CED CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC.

4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

T: 4098429132 F: 4098425661

INVOICE NO.	INVOICE DATE
0468-1092753	07/10/2025
PLEASE SHOW INVOICE NO. AND REMIT TO:	
P.O. BOX 206839 DALLAS, TX 75320-6839	

280-000-415-3084

SOLD TO: Tax Ofc.

JEFF. CO. AUDITOR
JEFFERSON COUNTY AUDITOR
1149 PEARL STREET
BEAUMONT, TX 77701

SHIP TO:

JEFF. CO. AUDITOR
4939 WASHINGTON BLVD.
BEAUMONT, TX 77707

ACCOUNT #/NAME	JOB NAME	CUSTOMER ORDER NO.
N2-43199 JEFFERSON COUNTY AUDITOR	MIKE	JO3349
SALESPERSON	**SHIPPING INFORMATION**	**SHIP VIA** / **SHIP DATE**
0004 TM	PREPAID	WILL CALL / 07/08/2025

	QTY ORDERED	PRODUCT CODE	DESCRIPTION	CODE	QTY SHIPPED	PRICE	PER	DISC.	EXTENSION	C/D
T	10	RACO 196	4SQ BOX		10	2.45	E		24.50	2.0

AUDITOR'S OFFICE
JUL 11 2025
ACCOUNTS PAYABLE

Cindy Sawyer
APPROVED JUL 11 2025

TITLE TO MERCHANDISE AND RISK OF LOSS OR DAMAGE PASSES AT POINT OF SHIPMENT. CLAIMS FOR SHORT OR DAMAGED MERCHANDISE SHOULD BE MADE TO CARRIER.

MERCHANDISE RETURNED WITHOUT OUR CONSENT WILL NOT BE ACCEPTED. A RESTOCKING CHARGE WILL BE MADE ON RETURNED GOODS UNLESS DEFECTIVE OR THROUGH ERROR ON OUR PART.

A SERVICE CHARGE OF 1 ½% PER MONTH, BUT NOT TO EXCEED THE HIGHEST AMOUNT LAWFULLY ALLOWED BY APPLICABLE STATE LAW, WILL BE MADE ON ALL PAST DUE ACCOUNTS.

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B - BACK ORDERED. WILL SHIP AS SOON AS RECEIVED UNLESS INSTRUCTED TO CANCEL.

C - CANCELLED. NOT IN STOCK. UNABLE TO PURCHASE LOCALLY.

CASH DISCOUNT 0.49 OFF TOTAL DUE IF PAID BY THE 10TH OF THE MONTH FOLLOWING PURCHASE

MERCHANDISE		24.50
SALES TAX	0.00000	0.00
SHIPPING CHARGE		0.00
TOTAL DUE		24.50

The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Mrs. Kate Carroll, Tax Accessor
1001 Pearl Street
Beaumont, TX 77701

May 6, 2025
Project No: 25008
Invoice No: 25008

Project 25008 Jefferson County Tax Office
P.O. 095306

Professional Services from April 1, 2025 to April 30, 2025

Professional Personnel

		Hours	Rate	Amount	
LaBiche, Dohn	3/13/2025	2.50	200.00	500.00	
LaBiche, Dohn	4/10/2025	1.50	200.00	300.00	
Totals		4.00		800.00	
Total Labor					**800.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Fees	0.00	0.00	0.00	
Limit			15,000.00	
Remaining			15,000.00	
		Total this Invoice		**$800.00**

Cindy Sawnt
APPROVED MAY 08 2025

1175

GRAINGER

125 SAWYER ST.
BEAUMONT, TX 77702-2216
www.grainger.com

ORIGINAL INVOICE

GRAINGER ACCOUNT NUMBER	800680902
INVOICE NUMBER	9604965096
INVOICE DATE	08/12/2025
DUE DATE	09/11/2025
AMOUNT DUE	$148.72

SHIP TO

TAX ASSESSOR-COLLECTOR
1149 Pearl St FL 1
Beaumont TX 77701-3638

RECEIVED
AUG 14 2025
AUDITOR'S OFFICE

PO NUMBER:	095989
PO RELEASE:	095989
CALLER:	MISTEY REEVES
CUSTOMER PHONE:	4098358693
ORDER NUMBER:	1557039835
INCO TERMS:	FOB DESTINATION

BILL TO
JEFFERSON COUNTY
1149 PEARL ST 7TH FLOOR
BEAUMONT TX 77701-3638

Cindy Savant
APPROVED AUG 19 2025

Pay invoices online at:
www.grainger.com/invoicing

THANK YOU! **FEI NUMBER 36-1150280**

FOR QUESTIONS ABOUT THIS INVOICE OR ACCOUNT CALL *1-800-472-4643*

PO LINE #	ITEM #	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL
1	26X843	CORD COVERING KIT,WHITE,PLASTIC MANUFACTURER # C210	4	37.18	148.72

THIS PURCHASE IS GOVERNED EXCLUSIVELY BY GRAINGER'S TERMS OF SALE, INCLUDING: (I) DISPUTE RESOLUTION REMEDIES, AND (II) CERTAIN WARRANTY AND DAMAGES LIMITATIONS AND DISCLAIMERS IN EFFECT AT THE TIME OF THE ORDER, WHICH ARE INCORPORATED BY REFERENCE HEREIN. GRAINGER'S TERMS OF SALE ARE AVAILABLE AT WWW.GRAINGER.COM
PRODUCT RETURN INSTRUCTIONS ARE AVAILABLE AT WWW.GRAINGER.COM/RETURNS

INVOICE SUB TOTAL 148.72

These items are sold for domestic consumption. If exported, purchaser assumes full responsibility for export controls. Diversion contrary to US law prohibited.

PAY THIS INVOICE - PAYMENT TERMS Net 30 days after inv IN U.S. DOLLARS.

AMOUNT DUE ***$148.72***

PLEASE DETACH THIS PORTION AND RETURN WITH YOUR PAYMENT

BILL TO:

JEFFERSON COUNTY
1149 PEARL ST 7TH FLOOR
BEAUMONT TX 77701-3638
UNITED STATES OF AMERICA

REMIT TO:
GRAINGER
DEPT. 800680902
P.O. BOX 419267
KANSAS CITY, MO 64141-6267

800680902960496509610000148721000000010000000100000025091187

X

ACCOUNT NUMBER	DATE	INVOICE NUMBER	AMOUNT DUE
800680902	08/12/2025	9604965096	$148.72

FOR COMMENTS OR CHANGE OF ADDRESS, ENTER INFORMATION ON REVERSE SIDE

The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Mrs. Kate Carroll, Tax Accessor
1001 Pearl Street
Beaumont, TX 77701

September 3, 2025
Project No: 25008
Invoice No: 25012

Project 25008 Jefferson County Tax Office
P.O. 095306

Professional Services from August 1, 2025 to August 31, 2025

Professional Personnel

		Hours	Rate	Amount	
LaBiche, Dohn	8/13/2025	3.00	200.00	600.00	
LaBiche, Dohn	8/20/2025	4.00	200.00	800.00	
LaBiche, Dohn	8/27/2025	3.00	200.00	600.00	
Totals		10.00		2,000.00	
Total Labor					**2,000.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	2,000.00	11,100.00	13,100.00
Limit			15,000.00
Remaining			1,900.00

Total this Invoice **$2,000.00**

Cindy Savant.

APPROVED SEP 05 2025

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 787-11-2337Telephone: (512) 305-9000/ Fax: (512) 305-8900

The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Mrs. Kate Carroll, Tax Accessor
1001 Pearl Street
Beaumont, TX 77701

September 30, 2025
Project No: 25008
Invoice No: 25013

Project 25008 Jefferson County Tax Office
P.O. 095306

Professional Services from September 1, 2025 to September 30, 2025

Professional Personnel

			Hours	Rate	Amount	
LaBiche, Dohn		9/10/2025	3.00	200.00	600.00	
LaBiche, Dohn		9/17/2025	3.00	200.00	600.00	
LaBiche, Dohn		9/24/2025	3.50	200.00	700.00	
	Totals		9.50		1,900.00	
	Total Labor					**1,900.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	1,900.00	13,100.00	15,000.00
Limit			15,000.00

Total this Invoice **$1,900.00**

Cindy Sarat
APPROVED OCT 06 2025

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 787-11-2337Telephone: (512) 305-9000/ Fax: (512) 305-8900

RESULTS **MHC Datacomm, Inc.**

3537 Whippoorwill St.
Orange, TX 77630

PO Box 3159
Orange, TX 77631-3159

Main (409) 670-1356 Fax (225) 282-1050
www.mhcdce.com

Invoice

Date	Invoice #
8/8/2025	28473

BILL TO Jay Ofc.
Jefferson County Auditors Office
1149 Pearl Street 7th Floor
Beaumont, TX 77701

RECEIVED
AUG 14 2025
Auditor's Office

REMIT TO
MHC Datacomm, Inc.
Accounts Receivable
PO Box 3159
Orange, TX 77631-3159

APPROVED AUG 19 2025

PO #	Terms	Due Date
095788	Net 30	9/7/2025

Description	Qty.	Unit Price	Total Due
Install thirteen Cat 6 drops in the Sub Court House Tax office. We will need a path through the cabinetry for cabling. Also MHC will terminate nine cameras drops and demo out all old cabling. All work to be completed during normal business hours.			
Leviton 48 port patch panel 49255-H48	1	75.96	75.96
Leviton Cat 6 Blue Jack 61110-RL6	26	9.51	247.26
Commscope CS34P Blue Cat. 6 Plenum	2	420.575	841.15
Leviton 2 Hole Face Plate 42080-2WS	7	2.44429	17.11
Leviton 42777-1WA surface mount box	7	6.07143	42.50
Miscellaneous Material	1	40.12	40.12
Truck / Trip Charge	2	150.00	300.00
Installation	36	105.00	3,780.00
SUBTOTAL of Thirteen network drops			5,344.10
Termination of Camera Cabling already installed.			
Demo of all old network cabling			
Installation	16	105.00	1,680.00
Total Due			$7,024.10

TECL 27219 Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599 website: www.tdlr.texas.gov

PO Box 20658
Beaumont TX 77720
409-842-8293

PREFERRED
FACILITIES GROUP - USA

Contract Invoice

Invoice#: 25-1011-001

Date: 04/29/2025

95162

Billed To: Jefferson County
1149 Pearl St., 7th Floor
Beaumont TX 77701

Project: JC Tax Assessor-Collector Demo Kate Carr
1149 Pearl Street, 1st Floor
Beaumont TX 77701

Due Date: 05/29/2025 **Terms:** **Order#** 095162

Description	Amount
JC Tax Assessor-Collector Demo Kate Carroll's Offi	16,838.93

Notes:

Demo 2 workstation pods including lower cabinets, upper light boxes, and raised floors.

- Remove Glass panels and store in the carpenter's shop.
- Build and Install new wood framed window 39"x 38" prime and paint.
- Protect existing floors. (install Ram Board at pathway).
- **Jefferson County to Remove all electrical and data before work commences**

Cindy Savoie

RECEIVED

MAY 12 2025

AUDITOR'S OFFICE

Thank you for your prompt payment!

Non-Taxable Amount:	16,838.93
Taxable Amount:	0.00
Sales Tax:	0.00
Amount Due	**16,838.93**

REXEL

Invoice 1180

RECEIVED
JUL 16 2025
Auditor's Office

BRANCH 7190 BMT BEAUMONT
5190 ROMEDA RD
BEAUMONT, TX 77705-1132
Phone: 409-842-9090

Rexel USA, Inc FEIN 20-5021845

INVOICE DATE	INVOICE NUMBER
07/08/25	S142865858.002

REMIT TO:

REXEL
U.S. Mail: P. O. BOX 840638 DALLAS TX 75284-0638
ACH: Bank of America Rt# 111000012 A/C#:3751629504
ACH Remittance: Send to CASHAR@rexelusa.com
Online: Login to your account at rexelusa.com

BILL TO ADDRESS:

JEFFERSON COUNTY BEAUMONT
1149 PEARL ST
BEAUMONT TX 77701-3638

SHIP TO ADDRESS:

JEFFERSON COUNTY BEAUMONT - NONTAX
1149 PEARL ST
BEAUMONT TX 77701-3638

Tax Office

PICK UP ADDRESS:

BRANCH 7190 BMT BEAUMONT
5190 ROMEDA RD
BEAUMONT TX 77705-1132

CUSTOMER NO.	CUSTOMER PO NO.	ORDER DATE	ORDERED BY	CUSTOMER RELEASE NO.	
1029148	J03352	07/08/25	Mike McElyea	Tax Office	
SALESPERSON CONTACT	**SHIP METHOD**	**JOB NAME**	**TERMS**	**SHIP DATE**	**DUE DATE**
Kevin McGallion	WILL CALL		PROX 25th	07/08/25	08/25/25

Line	Customer/Our Part Number	Quantity Ordered	Quantity Shipped	UNIT PRICE/Per	EXT PRICE	TAX Y/N
1	RAC 768 4SQ MUD RING SINGLE DEVICE - RAISED 5/8 Our Pn: 27359	10	10	69.3521/C	6.94	Y
2	HUB CR20WHI DUP RCPT COMM GRD 20A 125V 5-20R WH Our Pn: 23652	10	10	1.8453/EA	18.45	Y
3	LEV 80703-W NYL 1-DPLX OUTLET PLT Our Pn: 28303	10	10	0.4632/EA	4.63	Y
4	BX MCAL123STRWG250CL WIRE MC AL 12/3 STRD W/GRN GRD 250CL Our Pn: 64095	250	250	1,373.0087/M	343.25	Y
5	RXC 8X12PPWTJ 8X1/2 PAN HD SLF TAP SCR 100/UNIT Our Pn: 582038	1	1	6.3127/EA	6.31	Y

Cindy Saint
APPROVED JUL 17 2025

Thank you for your business!

CREDIT DEPARTMENT
Rynn Howard 0028

Rynn.Howard@rexelusa.com
972 308 9893

Please consult the Rexel USA, Inc. Terms and Conditions of sale at the following:
http://www.rexelusa.com/usr/termsAndconditions

SUBTOTAL	379.58
STATE TAX	0.00
COUNTY TAX	0.00
CITY TAX	0.00
OTHER TAX	0.00
TOTAL TAX	0.00
SHIPPING & HANDLING	0.00
Total Amount Due	**379.58**

Note: A late charge consistent with state law will be assessed on all past due balances.

All Transactions are in US Dollars (USD)

10486 1 AB 0.593 E0122 I0211 D14463865201 S2 P10854351 0002:0002

SHERWIN-WILLIAMS.

08/21/25 10:16 AM

CUSTOMER ORDER

CUST#: 6513-8715-1
JOB: 1 JEFFERSON COUNTY COURT HOUSE
BILL TO: JEFFERSON COUNTY COURT HOUSE
ATTN ACCOUNTS PAYABLE
1149 PEARL ST 7TH FL
BEAUMONT TX 77701 3638

STORE:707716 SHERWIN-WILLIAMS
6790 NORTH EASTEX FREEWAY
BEAUMONT TX 77708 4318
PHONE:(409)898-8814
FAX:(409)898-7768

TYPE: STORE
CUST PO#:
CONTROL#: 0421889
ORDER#: OE0421889Q707716
ENTRY DATE: 08/19/25
REQUIRED DATE: 08/19/25
CANCEL DATE:
EMPLOYEE: Grice,Mackenna
STATUS: IN PROCESS
CONTACT: PURCHASING AGENT
PHONE: (409)835-8593
DELIVERY: NO
INSTALL: NO
DEMONSTRATION: NO
CUST ORDER JOB:

SHIP-TO:

THIS IS NOT AN INVOICE

SALES #	SIZE	PRODUCT / MFG NBR	DESCRIPTION	QTY ORDERED	PRICE	EXTENDED PRICE	S-W STATUS	SALES PURCHASE ORDER TERM/TRAN
6508-65033	5 GAL	B20W12651	PM 200 0 EG EXTRA	45.00	17.15	771.75	COMMITTED	
Color:	Custom CM RICE							
	CE*Color Cast	OZ 32 64 128						
	G2 New Green	- 1 - -						
	R2 Maroon	- 1 - -						
	Y3 Deep Gold	- 11 1 1						
	Custom Sher-Color Match							
813-2300	3 INCH	144380330	3 XL-SPRIG	6.00	21.69	130.14	COMMITTED	
	Discount (% 18.00)					- 15.62		
6504-90469	18 IN	144602183	18 MARATHON 1/2 CVR	6.00	15.39	92.34	COMMITTED	
	Discount (% 18.00)					- 11.08		
6512-00867	18 IN	14B753018	18IN REVOLUTION FRAM	2.00	25.79	51.58	COMMITTED	
6503-82310	EACH	140796018	DUAL ROLL OFF BUCKET	1.00	54.99	54.99	COMMITTED	
	Discount (% 18.00)					- 9.90		
1020-83169	EACH	105573	FROG ORANGE 36MM 4PK	6.00	17.49	104.94	COMMITTED	
	Discount (% 15.00)					- 2.62		

SUB TOTAL 1166.52
TAX [redacted]
ORDER TOTAL [redacted]

THIS IS NOT AN INVOICE

PREFERRED
FACILITIES GROUP - USA

Mailing Address.
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite Quantity - IDIQ

Multiple Award Construction Contracts - MACC

Task Order Contracts TOC

Construction Management – Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

May 28, 2025

Kate Carroll
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: ***"Jefferson County Tax Office Partitions"***

Subject: ***"Proposal"***

Dear Ms Carroll

We are pleased to submit our rough order of magnitude proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Proposal Recap:

Priority I

1. Tax Assessor 130A
   a. Frame south side columns (2) and install new drywall.
   b. Repair and paint drywall on east side of 130 and on north wall of 130B.
   c. Repaint rooms 130A, 130B, 131, 132 and 134.
   d. Install new (9'AFF, or to match the existing new era walls) metal stud wall from SE corner of room 131 to first east column then south to south end of room 130. Install a new 6'-0" door in metal frame between room 131 and column to east creating a new room 130B on west side of room 130.
   e. Patch holes in terrazzo flooring. (Epoxy Filler)
   f. Replace 2x4 damaged acoustic ceiling panels for area of room 130 and 130B.
   g. Install historic wood base west walls.
   h. Install rubber base on new partitions.
   i. Remove all electrical conduits and wiring currently exposed at two locations- (Courthouse Electrician)
   j. Provide new electrical service to 6 cubicles to be moved to 130 from 163 (4) & 165 (2). (Courthouse Electrician)
   l. Modify /new lighting. (Courthouse Electrician)
2. Storage 130B
   a. Patch holes in terrazzo flooring. (Epoxy Filler)
   b. Provide on duplex outlet on north wall of130B for letter machine. Locate at a height above rolling cabinet to be moved to that room. (Courthouse Electrician)
   c. Modify /new lighting. (Courthouse Electrician)

Priority II

3. Office 169
   a. Install new (9'AFF, or to match the existing new era walls) metal stud partition between existing columns.
   b. Demo existing auto dealer desk and swing gate on south

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Assembly

end of room 162 to provide opening to access Training Room 172.

c. Install new counter, security wall and security door between entrance to Training Room 172 and Office 169.

Priority III

4. Tax Assessor 162
   a. Install new (9'AFF, or to match the existing new era walls) metal stud partition between service desk and west wall of 162 in NW corner of room to prevent entrance behind service desk.
   b. Paint new partition to match existing wall color.

Priority IV

5. Tax Assessor Lobby 140
   a. Install new metal stud partition from east wall of140 to corner of desk w/glass partition. Install 3'-0" door in metal frame with security key pad (Separate Contract) in partition for security enclosure.
   b. Paint new partition to match existing wall color.

Priority V

6. Office 165A
   a. Remove wall cabinet on south side of room 165A.
   b. Paint wall to match existing walls.
   c. Install new metal stud wall from SW corner of room 165C to north wall of 166. Install 3'-0" door in metal frame in new partition near north wall of 166.
7. Breakroom 165D
   a. Install electrical outlet and waterline for new refrigerator to be located in the NE corner of 165D. (Courthouse Electrician)
   b. Paint 165D to match existing walls.
8. Breakroom 166
   a. Repairs to historic wall paneling? Can we cover all walls with drywall and delete the wood panels and wood base?
   b. Install new kitchen style cabinet with sink in SW corner of room. (Courthouse Carpenter)
9. Office 171
   a. Install new metal stud partition and entry door between Office 169 and Office 171.

Priority VI

10. Office 163
    a. Install (9'AFF, or to match the existing new era walls) height metal stud wall from SW corner of 163 west to intersect with east wall of 163 terminating at the SW corner of 164. Install 6'-0" door in metal frame in new east wall partition adjacent to 164.
    b. Paint new partition to match existing walls.

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Proposal Cost	$64,868.74
Bond	1,621.71
Total Cost	66,490.45

We recommend that the county hold a contingency fund in the amount of $10,000.00 to be added to the above cost to cover unexpected expenses.

We estimate approximately **thirty (30)** working days to complete. We anticipate (6) weeks for door delivery. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on standard work hours from 7am – 5pm, M – F. Please do not hesitate to contact us at 409-842-8293 at your earliest convenience to discuss this estimate in further detail.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waldley
Division Manager

cc: PFG/file
25-1011

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite Quantity - IDIQ

Multiple Award Construction Contracts - MACC

Task Order Contracts TOC

Construction Management – Agent or At-Risk

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Education

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Infrastructure

Communications

Corporate/Retail

Assembly

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

COMMISSIONERS COURT
JEFFERSON COUNTY, TEXAS

ATTEST
DATE 12/18/2025

APPLICATION AND CERTIFICATE FOR PAYMENT

TO OWNER:
Jefferson County
Kate Carroll
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

PROJECT:
JC Tax Assessor-Collector Office Reno
Tax Assessor-Collector Office
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

APPLICATION NO: 002 - RET
PERIOD TO: 09/30/2025
PROJECT NOS.: 251061

Distribution to:
- ☐ OWNER
- ☐ ARCHITECT
- ☐ CONTRACTOR
- ☐ FIELD
- ☐ OTHER

FROM CONTRACTOR:
Preferred Facilities Group
PO Box 20658
Beaumont, TX 77720

VIA ARCHITECT:
The LaBiche Architectural Group, Inc
7999 Gladys Avenue - Suite 101
Beaumont, Texas 77706

CONTRACT DATE: 07/11/2025

CUSTOMER CONTRACT ID:
PO #095736

DESCRIPTION:
Retainage

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for Payment, as shown below, in connection with the Contract Continuation Sheet.

1. ORIGINAL CONTRACT SUM		$ 66,490.45
2. Net change by Change Orders		$ (2,886.52)
3. CONTRACT SUM TO DATE (Line 1 + 2)		$ 63,603.93
SCHEDULE OF VALUE		$ 63,603.93
4. TOTAL COMPLETED & STORED TO DATE		$ 63,603.93
5. RETAINAGE:		
a. 0.00% of Completed Work (Columns D + E)	$ 0.00	
b. 0.00% of Stored Material (Column F)	$ 0.00	
Total Retainage (Line 5a + 5b)		$ 0.00
6. TOTAL EARNED LESS RETAINAGE		$ 63,603.93
7. LESS PREVIOUS APPLICATIONS FOR PAYMENTS		$ 60,423.74
8. CURRENT PAYMENT DUE		$ 3,180.19
9. BALANCE TO FINISH, INCLUDING RETAINAGE		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner:	0.00	(2,886.52)
Total approved this Month:	0.00	0.00
TOTALS:	0.00	(2,886.52)
NET CHANGES by Change Order:	(2,886.52)	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Preferred Facilities Group
By: _____ Date: 9.30.25
Michael Waidley / Operations Manager
State of: Texas County of: Jefferson
Subscribed and sworn to before me this 30th day of September, 2025

Notary Public:
My Commission expires: 2-4-28

SHANNAN MICHELLE ESTES
Notary Public, State of Texas
Comm. Expires 02-04-2028
Notary ID 132342865

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: The LaBiche Architectural Group, Inc
By: Date:

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

TO:
Jefferson County
Kate Carroll
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

From:
Preferred Facilities Group
PO Box 20658
Beaumont, TX 77720

Project Name: JC Tax Assessor-Collector Office Reno
Project #: 251061
Application #: 002 - RET
Period: 09/30/2025

A	B	C	D	E	F	G		H		
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
1	P&P Bond	1,621.71	1,621.71	0.00	0.00	1,621.71	100.00 %	0.00	0.00 %	0.00
2	Insurance	409.69	409.69	0.00	0.00	409.69	100.00 %	0.00	0.00 %	0.00
3	Project Manager	1,540.00	1,540.00	0.00	0.00	1,540.00	100.00 %	0.00	0.00 %	0.00
4	Superintendent	7,140.00	7,140.00	0.00	0.00	7,140.00	100.00 %	0.00	0.00 %	0.00
5	Demolition	3,828.99	3,828.99	0.00	0.00	3,828.99	100.00 %	0.00	0.00 %	0.00
6	Dumpsters	750.00	750.00	0.00	0.00	750.00	100.00 %	0.00	0.00 %	0.00
7	Progress Cleaning	750.00	750.00	0.00	0.00	750.00	100.00 %	0.00	0.00 %	0.00
8	Final Cleaning	375.00	375.00	0.00	0.00	375.00	100.00 %	0.00	0.00 %	0.00
9	Door Frames	6,025.00	6,025.00	0.00	0.00	6,025.00	100.00 %	0.00	0.00 %	0.00
10	(8) Slab Wood Doors	2,760.00	2,760.00	0.00	0.00	2,760.00	100.00 %	0.00	0.00 %	0.00

CONTINUATION SHEET

TO:
Jefferson County
Kate Carroll
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

From:
Preferred Facilities Group
PO Box 20658
Beaumont, TX 77720

Project Name: JC Tax Assessor-Collector Office Reno
Project #: 251061
Application #: 002 - RET
Period: 09/30/2025

A	B	C	D	E	F	G		H		
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
11	Door Hardware	2,228.06	2,228.06	0.00	0.00	2,228.06	100.00 %	0.00	0.00 %	0.00
12	Wood Door/Hardware Labor	400.00	400.00	0.00	0.00	400.00	100.00 %	0.00	0.00 %	0.00
13	Plaster and Gypsum Board Assem	28,487.00	28,487.00	0.00	0.00	28,487.00	100.00 %	0.00	0.00 %	0.00
14	Resilient Base	1,800.00	1,800.00	0.00	0.00	1,800.00	100.00 %	0.00	0.00 %	0.00
15	Terrazzo Flooring	375.00	375.00	0.00	0.00	375.00	100.00 %	0.00	0.00 %	0.00
16	ELECTRICAL	5,000.00	5,000.00	0.00	0.00	5,000.00	100.00 %	0.00	0.00 %	0.00
17	CO 001 - Electrical...	-5,000.00	-5,000.00	0.00	0.00	-5,000.00	100.00 %	0.00	0.00 %	0.00
18	CO 001 - CO 001 - Resilient Flooring (Scope: 00)...	989.48	989.48	0.00	0.00	989.48	100.00 %	0.00	0.00 %	0.00
19	CO 001 - Wood Trim...	1,124.00	1,124.00	0.00	0.00	1,124.00	100.00 %	0.00	0.00 %	0.00
20	Clerical	1,540.00	1,540.00	0.00	0.00	1,540.00	100.00 %	0.00	0.00 %	0.00

CONTINUATION SHEET

TO:
Jefferson County
Kate Carroll
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

From:
Preferred Facilities Group
PO Box 20658
Beaumont, TX 77720

Project Name: JC Tax Assessor-Collector Office Reno
Project #: 251061
Application #: 002 - RET
Period: 09/30/2025

A	B	C	D	E	F	G		H		
	DESCRIPTION	SCHEDULED VALUE ($)	PRIOR COMPLETED AMOUNT ($)	THIS PERIOD COMPLETED AMOUNT ($)	PRESENTLY STORED AMOUNT ($)	(D+E+F) COMPLETED & STORED TO DATE ($)	(G/C) PROGRESS PERCENT	(C-G) BALANCE TO FINISH ($)	RETAINAGE PERCENT	RETAINED AMOUNT ($)
21	Stain/Finish	1,460.00	1,460.00	0.00	0.00	1,460.00	100.00 %	0.00	0.00 %	0.00
	Totals:	63,603.93	63,603.93	0.00	0.00	63,603.93	100.00 %	0.00		0.00

CHANGE ORDER DETAIL

TO:
Jefferson County
Kate Carroll
1149 Pearl Street, 1st Floor
Beaumont, TX 77701

From:
Preferred Facilities Group
PO Box 20658
Beaumont, TX 77720

Project Name: JC Tax Assessor-Collector Office Reno
Project #: 251061
Application #: 002 - RET
Period: 09/30/2025

Changes		Days	Amount ($)
Authorized:			
CO# 001	Change 001 - 09/09/2025 -Scope Change 02: Flooring and Wood Trim - 09/29/2025	0	(2,886.52)
		0	**(2,886.52)**

Potential:
- None

1) Fran, mail # from extra employee to Building

*COMPLETED 4/26/25

PREFERRED
FACILITIES GROUP - USA

March 10, 2025

Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8293
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

Kate Carroll
Jefferson County
1149 Pearl
Beaumont, TX 77701

Project: ***"Jefferson County Tax Office Demolition"***

Subject: ***"Proposal"***

Dear Ms Carroll

We are pleased to submit our proposal utilizing our 728-24 Buy Board Texas Contract based on local CCI and coefficient of .89.

Proposal Recap:

- Demo 2 workstation pods including lower cabinets, upper light boxes, and raised floors.
- Remove Glass panels and store in the carpenter's shop.
- Build and Install new wood framed window 39"x 38" prime and paint.
- Protect existing floors. (install Ram Board at pathway).
- **Jefferson County to Remove all electrical and data before work commences**

Proposal Cost $16,838.93

We estimate approximately **three (3)** working days to complete. We explicitly exclude all liquidated damages for this project due to market volatility and supply chain challenges.

Our estimate is based on our interpretation of the project as presented to us. Our scope is limited to the line items broken down into individual tasks of work and developed based upon the Unit Price Book rate as modified by the city cost adjustment and our Coefficient. All pricing for the required line-item estimate is derived from the current calendar year RSMeans Facilities Construction Cost Data Book with Updates.

This Proposal contains confidential and proprietary information that is intended only for the use of Jefferson County and is not to be shared, copied, or disseminated in any way. The information includes all attachments, drawings, sketches, and proposed product selections and must be kept confidential. This information shall be used for the sole purpose of evaluating this Proposal and must not be used for any other purpose without the explicit consent of Preferred Facilities Group – USA.

Once the quantities of work and price are approved, the individual Job Order becomes a fixed-price lump sum contract.

This pricing is based on initiating the project on Friday morning, with the demolition expected to be completed by Sunday night. Please do not hesitate to contact us at

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite Quantity - IDIQ

Multiple Award Construction Contracts - MACC

Task Order Contracts TOC

Construction Management – Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

PREFERRED
FACILITIES GROUP - USA

409-842-8293 at your earliest convenience to discuss this estimate in further detail.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Operations Manager

cc: PFG/file
25-1011

Mailing Address:
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Beaumont, TX 77720-0658

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Task Order Contracts TOC

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Corporate/Retail

Assembly

PREFERRED
FACILITIES GROUP - USA

Preliminary Estimate, by estimates

Michael Waidley
Preferred Facilities Group - USA
728-24 - 2024 Buyboard - Normal - 4/01/2024 to 3/31/2026
JC Tax Office Demolition - 25-1011
Michael Waidley

Estimator: Michael Waidley

JC Tax Office Demolition R1

Division Summary (MF04)

01 - General Requirements	$1,872.00	26 - Electrical	
02 - Existing Conditions	$9,210.00	27 - Communications	
03 - Concrete		28 - Electronic Safety and Security	
04 - Masonry		31 - Earthwork	
05 - Metals		32 - Exterior Improvements	
06 - Wood, Plastics, and Composites		33 - Utilities	
07 - Thermal and Moisture Protection		34 - Transportation	
08 - Openings		35 - Waterway and Marine Transportation	
09 - Finishes		41 - Material Processing and Handling Equipment	
10 - Specialties		44 - Pollution Control Equipment	
11 - Equipment		46 - Water and Wastewater Equipment	
12 - Furnishings		48 - Electric Power Generation	
13 - Special Construction		Alternate	
14 - Conveying Equipment		Trades	$11,906.40
21 - Fire Suppression		Assemblies	
22 - Plumbing		FMR	
23 - Heating, Ventilating, and Air-Conditioning (HVAC)		**MF04 Total (Without totalling components)**	**$22,988.40**
25 - Integrated Automation			

Totalling Components

2024 BuyBoard 728-24 PFG Texas Normal (-11.0000%)	$(2,103.90)	Consideration	$(183.52)
RSMeans BEAUMONT, TX CCI 2025Q1, 83.20%	$(3,862.05)	Nonpriced Line Items	
Priced Line Items	$22,988.40		

Material, Labor, and Equipment Totals (No Totalling Components)

Material:	$3,174.00
Labor:	$19,814.40
Equipment:	$0.00
Other:	$0.00
Laborhours:	217.44
Green Line Items:0	$0.00

Priced/Non-Priced

Total Priced Items:	6	$22,988.40	
Total Non-Priced Items:	0	$0.00	0.00%
	6	$22,988.40	

Grand Total **$16,838.93**

1192

Estimator: Michael Waidley — **JC Tax Office Demolition R1**

	Item	Description	UM	Quantity	Unit Cost	Total	Book	
01 - General Requirements								
1	01-76-13-20-0020	Temporary protection, flooring, taped seams, 1/8" tempered hardboard	S.F.	1,200.0000	$1.56	$1,872.00	RSM25FAC M, L, O&P	P
		01 - General Requirements Total						**$1,872.00**
02 - Existing Conditions								
2	02-41-19-19-0840	Selective demolition, rubbish handling, dumpster, 40 C.Y., 10 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	3.0000	$850.00	$2,550.00	RSM25FAC M, O&P	P
3	02-41-19-19-2045	Selective demolition, rubbish handling, 0'-100' haul, load, haul, dump and return, wheeled, cost to be added to demolition cost 30*3 = 90.00	C.Y.	90.0000	$50.50	$4,545.00	RSM25FAC L, O&P	P
4	02-41-19-19-2045-2085	Selective demolition, rubbish handling, haul and return, add per each extra 100' haul, wheeled, cost to be added to demolition cost (Modified using 02-41-19-19-2085) 30*3 = 90.00	C.Y.	90.0000	$23.50	$2,115.00	RSM25FAC L, O&P	P
		02 - Existing Conditions Total						**$9,210.00**
Trades								
5	CARP	Carpenters - 2024 RSMeans Facilities O&P Rate 1*8*3 = 24.00	Hour	24.0000	$95.70	$2,296.80	Trades L, O&P	P
6	SKWK	Skilled Workers Average (35 trades) - 2024 RSMeans Facilities O&P Rate 4*8*3 = 96.00	Hour	96.0000	$100.10	$9,609.60	Trades L, O&P	P
		Trades Total						**$11,906.40**
		Estimate Grand Total						**16,838.93**

1193

Estimator: Michael Waidley

Productivity Summary

Trade	Description	Hours
CARP	Carpenters	37.200
CLAB	Common Building Laborers	84.240
SKWK	Skilled Workers Average (35 trades) - 2024 RSMeans Facilities O&P Rate	96.000
Total:		**217.440**

1194

Estimator: Michael Waidley

Equipment Summary

(Hours as included in RSMeans Crews)

Item	Description	Hours
Equipment Total:		

Rental Equipment Summary

(Rental Equipment RSMeans Line Items)

Item	Description	Hours
Rental Equipment Total:		
Grand Equipment Total:		

1195

The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Mrs. Kate Carroll, Tax Accessor
1001 Pearl Street
Beaumont, TX 77701

August 6, 2025
Project No: 25008
Invoice No: 25011

Project 25008 Jefferson County Tax Office
P.O. 095306

Professional Services from July 1, 2025 to July 31, 2025

Professional Personnel

		Hours	Rate	Amount
Hutto, Lauren	7/17/2025	4.00	25.00	100.00
LaBiche, Dohn	7/2/2025	5.00	200.00	1,000.00
LaBiche, Dohn	7/9/2025	3.50	200.00	700.00
LaBiche, Dohn	7/15/2025	5.00	200.00	1,000.00
LaBiche, Dohn	7/23/2025	5.00	200.00	1,000.00
LaBiche, Dohn	7/28/2025	4.50	200.00	900.00
Mulcahy, Coley	7/10/2025	2.00	150.00	300.00
Totals		29.00		5,000.00
Total Labor				**5,000.00**

Billing Limits	**Current**	**Prior**	**To-Date**
Labor	5,000.00	6,100.00	11,100.00
Limit			15,000.00
Remaining			3,900.00

Total this Invoice **$5,000.00**

Cindy Sawrd
APPROVED AUG 07 2025

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 787-11-2337Telephone: (512) 305-9000/ Fax: (512) 305-8900

The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Mrs. Kate Carroll, Tax Accessor
1001 Pearl Street
Beaumont, TX 77701

July 8, 2025
Project No: 25008
Invoice No: 25010

Project 25008 Jefferson County Tax Office
P.O. 095306

Professional Services from June 1, 2025 to June 30, 2025

Professional Personnel

		Hours	Rate	Amount	
LaBiche, Dohn	6/5/2025	10.50	200.00	2,100.00	
Mulcahy, Coley	6/5/2025	5.00	150.00	750.00	
Totals		15.50		2,850.00	
Total Labor					**2,850.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	2,850.00	3,250.00	6,100.00	
Limit			15,000.00	
Remaining			8,900.00	
		Total this Invoice		**$2,850.00**

Cindy Savrot
APPROVED JUL 10 2025

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 787-11-2337Telephone: (512) 305-9000/ Fax: (512) 305-8900

The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Mrs. Kate Carroll, Tax Accessor
1001 Pearl Street
Beaumont, TX 77701

June 4, 2025
Project No: 25008
Invoice No: 25009

Project 25008 Jefferson County Tax Office
P.O. 095306

Professional Services from May 1, 2025 to May 29, 2025

Professional Personnel

		Hours	Rate	Amount	
LaBiche, Dohn	5/8/2025	5.50	200.00	1,100.00	
LaBiche, Dohn	5/22/2025	4.50	200.00	900.00	
Mulcahy, Coley	5/8/2025	3.00	150.00	450.00	
Totals		13.00		2,450.00	
Total Labor					**2,450.00**

Billing Limits	**Current**	**Prior**	**To-Date**	
Labor	2,450.00	800.00	3,250.00	
Limit			15,000.00	
Remaining			11,750.00	
		Total this Invoice		**$2,450.00**

Cindy Sawat
APPROVED JUN 05 2025

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. Texas Board of Architectural Examiners, P.O. Box 12337, Austin, TX 787-11-2337Telephone: (512) 305-9000/ Fax: (512) 305-8900

Wave Solutions LLC
5420 Cole Road
Beaumont, TX 77708

Invoice

Date	Invoice #
4/9/2025	26608

Bill To

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

P.O. No.	Terms	Project
94939	Net 30	

Quantity	Description	Rate	Amount
1	DW Camera Licensesx13 bmt tax AI mini domes dw camera licenses 15 mc dw camera license PA x 8 labor and install	5,845.00	5,845.00

Cindy Savant
APPROVED JUN 12 2025

Total	$5,845.00
Payments/Credits	$0.00
Balance Due	$5,845.00

409.924.9459 Phone
409.924.9411 Fax
409.782.0684 Cell
info@wavecomputers.com

Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Invoice

Date	Invoice #
9/17/2025	27218

Bill To

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Cindy Sawyer
APPROVED SEP 30 2025

P.O. No.	Terms	Project
096388	Net 30	

Quantity	Description	Rate	Amount
1	Invoice for PO096388 from original quote number 1940 Region V contract 20250703 3x Access control doors tax office	9,225.00	9,225.00

Total	$9,225.00
Payments/Credits	$0.00
Balance Due	$9,225.00

409.924.9459 Phone
409.924.9411 Fax
409.782.0684 Cell
info@wavecomputers.com

Wes Vice Hardwoods & Supply, Inc.
3407 Twin City Hwy
Nederland, TX 77627
4097292876
noravice78@yahoo.com

INVOICE

BILL TO
Jefferson County Courthouse
1149 Pearl St. **MUST HAVE
PO# *** EMAIL COPY
PO # 093593 2024-2025
Beaumont, Tx 77701

SHIP TO
Jefferson County Courthouse
1149 Pearl St. **MUST HAVE
PO# *** EMAIL COPY
PO # 093593 2024-2025
Beaumont, Tx 77701

INVOICE # 113008
DATE 08/04/2025
DUE DATE 08/04/2025
TERMS Due on receipt

TRACKING NO.
PO # 095988

DESCRIPTION	QTY	RATE	AMOUNT
4/4 FAS 15/16" APPL RED OAK RWL KD SOLD AS BF	50	2.55	127.50T
STRAIGHT LINE RIP ONE EDGE	50	0.17	8.50T
MILLING S2S 13/16"	50	0.17	8.50T
5/4 FAS RED OAK RW RL RGH ***CUSTOMER SELECT/PRIME WIDTH***	9	3.65	32.85T
** NEEDS THEM TO BE 8 INCH PLUS AFTER SLR1E ** ** 2PCS @ 52 INCHES LONG **			
STRAIGHT LINE RIP ONE EDGE	9	0.17	1.53T
MILLING S2S 1"	9	0.17	1.53T
3/4" 4X8 B-2 RED OAK WPF VC IMP	2	75.10	150.20T
3/4" C2 WHITE BIRCH UV2S VC INDO #55	3	49.85	149.55T
1/2" 4X8 BALTIC BIRCH VICE CHOICE BB/CC UV2S	1	56.95	56.95T
1/4" 4X8 C-2 WHITE BIRCH V/C UV1S	1	24.75	24.75T

CHECK YOUR MATERIALS CAREFULLY
Terms of Sale and limited warranty: any claim for grade, SHORTAGE, damage, defect and other reason must be made upon purchase or delivery. Check your order carefully upon delivery or pick up. No guarantee and no assumed responsibility nor credits will be issued due to insect infestation, rot or decay of lumber. Responsibility on Wes Vice Hardwoods shall be limited to replacement of lumber in question at the discretion of the company. No returns without specific authorization and may be assesed a restocking fee.

SUBTOTAL	561.86
TAX (0)	0.00
TOTAL	561.86
BALANCE DUE	**$561.86**

Cindy Sawyer
APPROVED AUG 04 2025

CHECK YOUR ORDER CAREFULLY!!! NO CREDITS FOR SHORTAGE WILL BE ISSUED AFTER PICK UP OR DELIVERY

EXHIBIT 5

Before Demolition


Dealer area before demo


Dealer area before
demo


Dealer area counter removed


Dealer area before demo


Desk removed

Dealer area before demo




Dealer area before demo

EXHIBIT 6

After Demolition











EXIT

PLEASE KEEP
GATE CLOSED



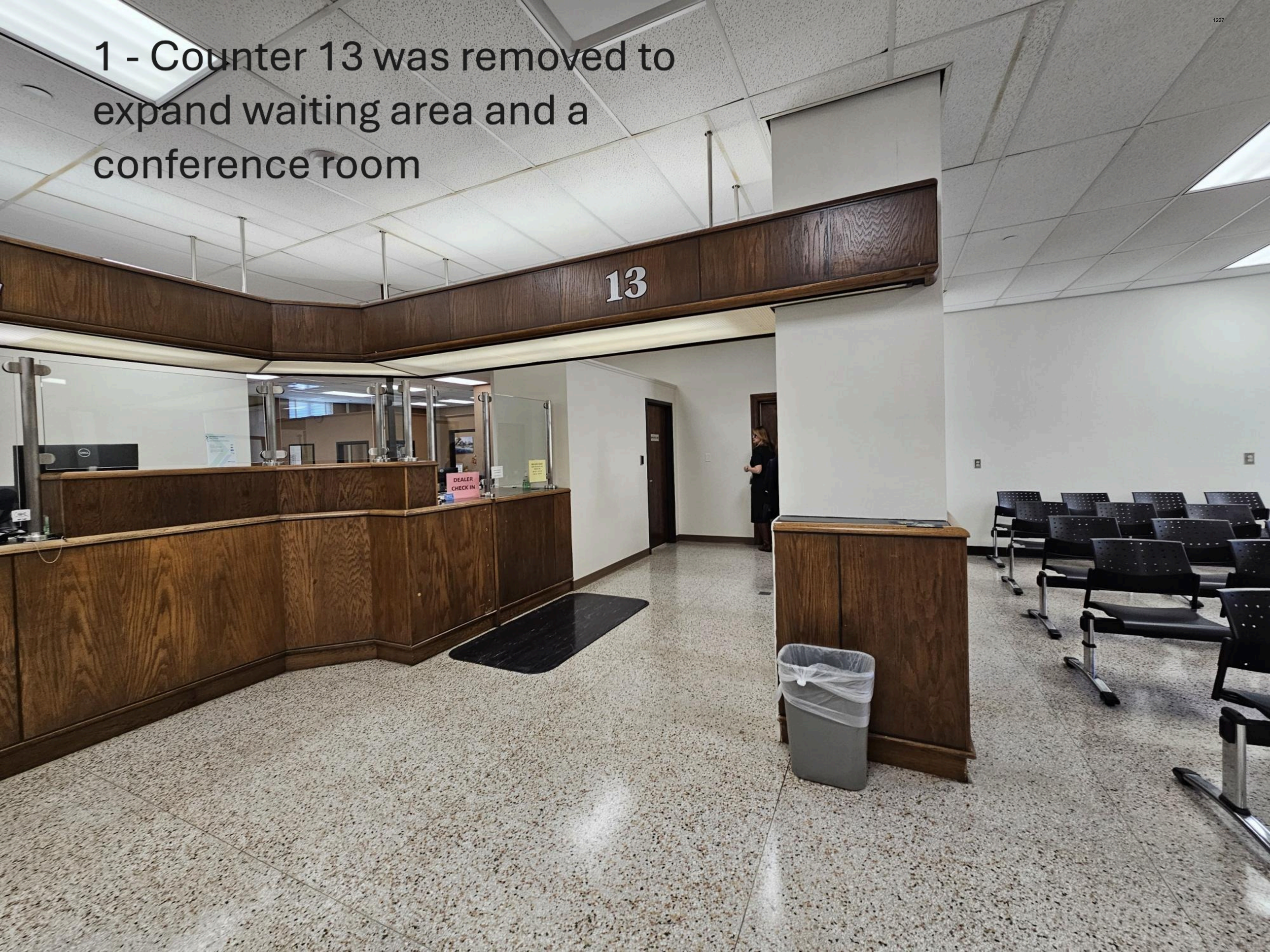



STATES
SERVICE

EXHIBIT 7

Completed Work

1 - Counter 13 was removed to expand waiting area and a conference room



2 - former judge's restroom-new toilet,original sink,new fixtures

3 - Break room-new counter covers original wainscoting.

4 - Break room - wainscoting removed due to termite damage. Original undamaged wainscoting remains behind the red chair and behind the counter.

5 - Break room - termite damaged wainscoting removed and replaced with sheetrock

6 - Break room-damaged wainscoting replaced with sheetrock.

7 - Wall added as sound barrier between public space and work stations



8 - Counter removed

9 - Wall with security door added



10 - Wall added to expand office


Register
HANDICAP PLATES & PLACARDS
30 DAY PERMIT APPLICATIONS

Out of State Travel Policy

When requesting approval OUT OF STATE TRAVEL, the department head or elected official should submit information, along with the request for approval as an agenda item, that addresses the following questions:

1. Is the trip budgeted? If not, how is the trip to be funded?

The trip was not previously budgeted, however there are funds available in the Visitors Center travel line item. Due to 2 canceled travel shows for various reasons. Planned dates of travel: May 14, 2026 – May 18, 2026.

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

Yes, one of our main duties/goals is to promote travel and tourism to encourage visitation to Jefferson County and facilitate hotel room nights. Which in turn will generate more hotel occupancy tax.

3. Does the benefit appear to be worth the cost?

Yes, its invaluable. Birders have more disposable income per capita and stay longer than any other category of tourist.

4. Is the training available locally or within Texas at a lower cost?

No, it's at the Indiana Dunes Birding Festival in Porter, Indiana. This is one of the most well attended birding festivals in the U.S.