

**Special, 3/17/2026 10:30:00 AM**

BE IT REMEMBERED that on March 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)

Trudy Grinnell, Chief Deputy

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

*Notice of Meeting and Agenda*  
*March 17, 2026*

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  
March 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 **March 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:

**Jefferson County provides the opportunity for the public to view the Commissioner's Court meeting with the following options:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](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.**

*Notice of Meeting and Agenda*  
*March 17, 2026*

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

**INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three**

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

## **PURCHASING:**

- (a). Consider and approve specifications for Invitation for Bid (IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane.

SEE ATTACHMENTS ON PAGES 10 - 78

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (b). No bids received for Invitation for Bid (IFB 26-005/CG) Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport.

NO ATTACHMENTS

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (c). Consider and approve specifications for Invitation for Bid (IFB 26-018/CG), Re-Bid Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 79 - 143

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (d). Consider and approve, execute, receive and file Agreement (Agreement 26-019/DC) with Granite Government Solutions to replace the POTS Line and provide support for the internet-based phone service in the amount of \$2,326.69 for a 3-year period; in accordance with the Omina Partners Contract R241103.

SEE ATTACHMENTS ON PAGES 144 - 174

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

*Notice of Meeting and Agenda*  
*March 17, 2026*

- (e). Consider and approve a 3% price increase for (PROF 22-018/JW) Interpreting Services for Jefferson County with MasterWord Services, Inc. for a cost-of-living increase in accordance with the terms of the agreement as shown in Attachment A. As the rates in this agreement are considered confidential information, they have been redacted.

SEE ATTACHMENTS ON PAGES 175 - 190

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (f). Consider and approve a price increase for (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery for the Granite Grave Markers due to price increase from wholesale supplier as shown in Attachment B. This is a 5-year contract that expires February 5, 2029.

SEE ATTACHMENTS ON PAGES 191 - 192

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (g). Consider and approve, ratify, execute, receive and file Job Order Contract (JOC 26-016/MR) with Preferred Facility Group, USA for Agriculture Barn safety repairs at Doggett Ford Park to be completed prior to the opening of the 2026 YMBL South Texas State Fair in the amount of \$12,744.42; in accordance with Choice Partners Contract 24-018MR.

SEE ATTACHMENTS ON PAGES 193 - 197

**Motion by: Alfred**

**Second by: Sinegal**

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

**Action: APPROVED**

- (h). Consider and approve, execute, receive and file Change Order #1 to Job Order Contract (JOC 25-080/MR) with G& G Enterprises in the amount of \$6,956.88 for additional Road & Bridge Precinct 1 building renovations bringing the total amount from \$183,060.34 to \$190,017.22; in accordance with Region V Contract 20200905.

SEE ATTACHMENTS ON PAGES 198 - 205

*Notice of Meeting and Agenda*  
*March 17, 2026*

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

- (i). Consider and approve, execute, receive and file an auction of surplus property as authorized by Local Government Code 263.152 (a)(1) by Horn's Auction, Inc. The auction is scheduled for Saturday, April 4, 2026 at 9:00 am.

SEE ATTACHMENTS ON PAGES 206 - 207

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

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer – Jail – additional cost for housing inmates at LaSalle Jail.

SEE ATTACHMENTS ON PAGES 208 - 208

120-3062-423-5081	RELIEF-BOARD & LODGING	\$150,000.00	
120-3062-423-6022	FURNITURE & FIXTURES		\$150,000.00

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

- (b). Consider and approve budget transfer – Veteran Services – additional cost for office chairs.

SEE ATTACHMENTS ON PAGES 209 - 209

120-8096-419-3084	MINOR EQUIPMENT	\$1,000.00	
120-8096-419-1005	EXTRA HELP		\$1,000.00

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

- (c). Consider and approve budget transfer – R&B Pct. #1 – additional cost for remodel of Service Center.

*Notice of Meeting and Agenda*  
*March 17, 2026*

SEE ATTACHMENTS ON PAGES 210 - 218

111-0108-431-6014	BUILDINGS AND STRUCTURES	\$6,141.00	
111-0102-431-3099	MISCELLANEOUS SUPPLIES		\$6,141.00

**Motion by: Erickson**

**Second by: Willis**

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

**Action: APPROVED**

(d).Regular County Bills – Check #537410 through check #537615.

SEE ATTACHMENTS ON PAGES 219 - 226

**Motion by: Erickson**

**Second by: Willis**

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

**Action: APPROVED**

**TAX OFFICE:**

(a).Consider and approve a request to waive interest for Pompa Jose H. Et Ux in the amount of \$90.00 in accordance with Property Tax Code 33.011.

SEE ATTACHMENTS ON PAGES 227 - 241

**Motion by: Sinegal**

**Second by: Erickson**

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

**Action: APPROVED**

**COUNTY TREASURER:**

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

SEE ATTACHMENTS ON PAGES 242 - 244

**Motion by: Willis**

**Second by: Erickson**

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

**Action: APPROVED**

## **ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve and authorize the County Judge to execute, receive and file Phase II (Small) MS4 Annual Report for TPDES Permit No. TXR040000.

SEE ATTACHMENTS ON PAGES 245 - 277

**Motion by: Alfred**

**Second by: Willis**

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

**Action: APPROVED**

- (b). Consider and possibly approve and authorize the County Judge to execute a Letter of Agreement between Jefferson County and Architectural Alliance Incorporated for the release of CAAD Files regarding work performed at the Jefferson County Sub Courthouse.

SEE ATTACHMENTS ON PAGES 278 - 278

**Motion by: Alfred**

**Second by: Willis**

**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.**

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**Jeff R. Branick**  
**County Judge**

*Notice of Meeting and Agenda*  
*March 17, 2026*

**Special, March 17, 2026**

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



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

March 17, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane**. Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.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 Purchasing Department (1<sup>st</sup> 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:** Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

**BID NUMBER:** IFB 26-017/MR

**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, April 15, 2026

**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffersoncountytexas.gov](mailto:mistey.reeves@jeffersoncountytexas.gov). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov).

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

All interested firms are invited to submit a 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:**

**The Examiner:**

March 19, 2026 & March 26, 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 (including technical specifications), in its entirety.

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

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

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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. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive.

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 (IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

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 (IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

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 (IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

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-DETERMINATION.**

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 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://jeffersoncountytexas.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](mailto: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](mailto: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](mailto: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

Eules, TX 76040

817-684-5500

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

Email: [dfwdo.email@sba.gov](mailto:dfwdo.email@sba.gov)

(IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

**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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <a href="#">41 U.S.C. 1908</a>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of "federally assisted construction contract" in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp.</a>, p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <a href="#">41 CFR part 60</a>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>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:</p> <p>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</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

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

	<p>primary responsibility for securing compliance.</p> <p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, "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.</p> <p><b>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.</b></p> <p>When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.</p> <p>If applicable per the standard described above, the NFE must include the provisions at <a href="#">29 C.F.R. § 5.5(a)(1)-(10)</a> in full into all applicable contracts, and</p>	<p>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</p>

	<p>all applicable contractors must include these provisions in full in any subcontracts.</p> <p>In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the <a href="#">FEMA Contract Provisions Guide</a>.</p>	
<p>&gt; \$100,000+ Mechanics or Laborers</p>	<p>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.</p> <p><b><u>Applicability</u></b>  <b>This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</b></p> <p><b><u>Required Language</u></b>          Compliance with the Contract Work Hours and Safety Standards Act.</p> <ol style="list-style-type: none"> <li>1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</li> <li>2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty</li> </ol>	<p>2 CFR 200 APPENDIX II (E); 40 U.S.C. §§ 3701- 3708; supplemented by 29 C.F.R. Part 5</p>

	<p>hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.</p> <p>3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert name of grant recipient or subrecipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may 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.</p> <p>4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.</p> <p><b>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.</b></p> <p><u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <p>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.</p> <p>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.</p>	
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</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</p>	<p>2 CFR 200 APPENDIX II (F); Funding Agreement; definition found</p>

	<p>comply with the requirements of <a href="#">37 CFR Part 401</a>, "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.</p> <p><b>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.</b></p>	<p>under 37 C.F.R. § 401.2(a).</p>
<p>&gt;\$150,000</p>	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q</a>.) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p><u>Suggested Language:</u></p> <p>Clean Air Act</p> <p>The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i></p> <p>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.</p> <p>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.</p> <p>Federal Water Pollution Control Act</p> <p>The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i></p> <p>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.</p> <p>The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance</p>	<p>2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401-7671q; 33 U.S.C. §§ 1251-1387</p>

	provided by FEMA.	
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) 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 <a href="#">2 CFR 180</a> 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.</p> <p>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.</p> <p><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).</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>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).</p>
> \$100,000; and Certification required for all contracts greater than \$100,000	<p>Byrd Anti-Lobbying Amendment (<a href="#">31 U.S.C. 1352</a>) - 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 <a href="#">31 U.S.C. 1352</a>. 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.</p> <p><b>If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000.</b></p> <p><u>Required Certification:</u>  CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)</p> <p>See 2 CFR §200.323.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110</p>
	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	<p>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 <a href="#">40 CFR part 247</a> 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.</p> <p><u>Suggested Language:</u> In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <p>Competitively within a timeframe providing for compliance with the contract performance schedule;</p> <p>Meeting contract performance requirements; or</p> <p>At a reasonable price.</p> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	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	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p>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</p>	<p>2 CFR 200.216</p>

	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</li> </ul> <ul style="list-style-type: none"> <li>(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).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(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.</li> </ul> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
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	2 CFR 200.336

	<p>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.</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p><u>Suggested Language:</u></p> <p>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.</p> <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(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.</p> <p>(b) Such consideration means:</p> <p>(1) These business types are included on solicitation lists;</p> <p>(2) These business types are solicited whenever they are deemed eligible as potential sources;</p> <p>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;</p> <p>(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;</p> <p>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring a contractor under a Federal award to apply this section to subcontracts.</p>	<p>2 C.F.R. § 200.321(b)(1)-(5)</p>
<p>None</p>	<p>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:</p> <p>(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</p>	<p>2 CFR 200.334; and 200.337</p>

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.

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 is identified on a list prepared and maintained by the U.S. Department of Treasury under Executive Order 13224. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such a term in Section 8 U.S.C.1189(a)(1) of the United States Code.	United States Code 19 U.S.C. 2511
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental Corporation may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and will not boycott Israel during the term of the contract.	(Adhere to your State's Local Government Code)
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act. <u>Suggested Language:</u> The CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

**REQUIRED FORM**  
**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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 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)

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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.

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**Signature of Contractor's Authorized Official**

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**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

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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 (including technical specifications), **in its entirety**.

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://jeffersoncountytexas.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, 1<sup>st</sup> 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 or 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, April 15, 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 **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffersoncountytexas.gov](mailto:mistey.reeves@jeffersoncountytexas.gov). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, March 30, 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) SUBMISSION 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](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.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>							
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.		<b>OFFICE USE ONLY</b>							
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>							
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>									
<b>3</b> 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. <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>									
<b>4</b>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>								
	<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>								
<b>5</b> Check only if there is <b>NO</b> Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span> <input type="checkbox"/>									
<b>6 UNSWORN DECLARATION</b> <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> 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____. <span style="float: right;">(month) (year)</span> <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>									
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>									

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

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

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

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**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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

Improvements &amp; 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 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

**Bidder's Company/Business Name:** \_\_\_\_\_

**Bidder's TAX ID Number:** \_\_\_\_\_

*If Applicable:* HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Phone Number (with area code):** \_\_\_\_\_

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**Mailing Address (Please provide a physical address for 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 Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffersoncountytexas.gov](mailto:mistey.reeves@jeffersoncountytexas.gov). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov). Please reference Bid Number: IFB 26-017/MR.

### **4.1 Scope of Project:**

Jefferson County is soliciting bids for a used airplane for our Sheriff's Office. The airplane furnished under these specifications shall be of good quality workmanship and material. All airplanes offered under this Specification shall meet or exceed the Required Features specified below.

### **4.2 Specifications:**

The Sheriff's Office is seeking a used King Air 90, King Air C90GTI or King Air C90A airplane. The airplane should be a year 1991 model or newer. Garmin avionics equipment is preferred or an approved equivalent. The airplane should have less than 9,000 frame hours.

### **4.3 Approved Equivalent Items:**

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

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

**4.4 Minimum Requirements:** A copy of the manufacturer specifications, airplane description including, year, make, model, and full warranty terms for airframe, engine and propeller must be included with the bid submission. Bidders may submit more than one airplane for bid. Include all required information on each airplane submitted.

Include the following records with the bid submission.

- Last major overhaul date
- Time on engines
- Time on propellers
- Avionics equipment brand
- Air frame hours
- Photographs of airplane to include interior, cockpit, exterior, engines and propellers.
- Tail Number

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

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

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

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

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

### **Trade In or Sale Option**

Jefferson County has a 1974 Mitsubishi MU2/J eight-seater airplane that we would like to trade in with the purchase of the airplane supplied in this Invitation for Bid or sold. The following is the information on the airplane we want to trade in or sell.

Serial Number: 610

Tail Number: N601SD

Hours: Airframe Total time (AFTT): Approximately 14000

Hours: Engine 1: TPE 331-10V-511

Total Time: 10385

Engine Time Since Overhaul (TSO): 4690.8

Remaining: 2309.6

Hot Section: 2140.2 Remaining

Cycles 10240

Hours: Engine 2: TPE 331-10V-511

Total Time: 14236.1

Engine 2 Time Since Overhaul (TSO): 4690.8

Remaining: 2309.6

Hot Section: Engine 13,508

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.6 DATE 12/2023

Hours: Propellers Since Major Overhaul (SMOH): Approximately 205.2 DATE 12/2023

Equipment

Garmin g600

GTN750

GTN650

ADSB IN/OUT

AUTOPILOT BENDIX MD4

(IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

PAGE 44 OF 68

The airplane is not flyable at this time. It needs propeller pin on the left engine and diagnostic on right engine. The right engine loses torque at 2%X3 seconds. The prop governor most likely needs work. Both engines will start and run.

This airplane will be sold "as is". Contact Alejandro Cantarini at 409-540-0894 or via email at: [Alejandro.cantarini@jeffersoncountytexas.gov](mailto:Alejandro.cantarini@jeffersoncountytexas.gov) to view the airplane. This is an option on the "Bid Form" for the bidder and is not required. Purchaser is responsible for transportation of airplane. Photos of the 1974 Mitsubishi MU2/J airplane are included below.

### Photos of airplane to be traded.









(IFB 26-017/MR) Re-Bid Jefferson County Sheriff's Office Purchase of Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane



**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

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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: Jefferson County Sheriff's Office Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane

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

This contract shall henceforth be referred to as Contract No. IFB 26-017/MR, Re-Bid Jefferson County Sheriff's Office Used Airplane and Trade or Sale of 1974 Mitsubishi MU2/J Airplane. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

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

---

**Date**

**ATTEST:**

---

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

---

**Date**

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

**BID FORM**

Bidders may submit more than one airplane option. Complete this form for all airplanes submitted.

Item No.	Item Description	Airplane Description	Bid Price (Must include all costs for airplane purchase and delivery)	Projected Delivery Time from Date of Purchase
1	Used King Air 90/ King Air C90GTI King Air C90A or Equivalent			
2	Trade in Amount for 1974 Mitsubishi MU2/J	N/A		N/A
3	Aircraft Dealer Registration Number with the Federal Aviation Administration			
4	Purchase Amount for 1974 Mitsubishi MU2/J	N/A		N/A

**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**  
**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.

<b>Signature of Contractor's Authorized Official</b>
<b>Name and Title of Contractor's Authorized Official</b> <i>(Please Print)</i>
<b>Date</b>

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

## CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
<b>For vendor doing business with local governmental entity</b>		<b>OFFICE USE ONLY</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<p>Date Received</p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right;">_____</p> <p style="text-align: right;">Date</p>		

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<b>OFFICE USE ONLY</b>
<b>1</b>	<b>Name of Local Government Officer</b>	Date Received
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
<b>6</b>	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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 contact within the Prime Contractor/Consultant’s organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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



**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

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name:
HUB Status (Gender & Ethnicity):
Certifying Agency: [ ] Tx. Bldg & Procurement Comm. [ ] Jefferson County [ ] Tx Unified Certification Prog.
Address: Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
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)  
SUBCONTRACTING 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**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**REQUIRED FORM**  
**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**  
**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 \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

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

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

March 17, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 26-018/CG), **Re- Bid Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport**. Specifications for this project may be obtained from the Jefferson County website, <https://jeffersoncountytexas.gov/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County 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:** Re- Bid Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport  
**BID NUMBER:** IFB 26-018/CG  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, April 22, 2026  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> 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@jeffersoncountytexas.gov](mailto:Cynthia.greene@jeffersoncountytexas.gov). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov).

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

All interested firms are invited to submit a 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:**

**The Examiner:**

March 19, 2026 and March 26, 2026

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### **BID SUBMISSIONS:**

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

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

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

(IFB 26-018/CG), Re-Bid Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport

PAGE 2 OF 64

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-DETERMINATION.**

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 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://jeffersoncountytexas.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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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](mailto: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
<p>&gt;\$250,000 (Simplified Acquisition Threshold)</p>	<p>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 <a href="#">41 U.S.C. 1908</a>, 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.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>&gt;\$10,000</p>	<p>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.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <a href="#">41 CFR Part 60</a>, all contracts that meet the definition of “federally assisted construction contract” in <a href="#">41 CFR Part 60-1.3</a> must include the equal opportunity clause provided under <a href="#">41 CFR 60-1.4(b)</a>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (<a href="#">30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</a>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <a href="#">41 CFR part 60</a>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>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:</p> <p>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</p>	<p>2 CFR 200 APPENDIX II (C) and 41 CFR §60-1.4(b)</p>

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.

	<p>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.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, “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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, “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.</p> <p><b>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.</b></p> <p>When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act.</p> <p>If applicable per the standard described above, the NFE must include the provisions at <a href="#">29 C.F.R. § 5.5(a)(1)-(10)</a> in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.</p>	<p>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</p>

	<p>In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback" Act. Sample contract clauses are provided in the <a href="#">FEMA Contract Provisions Guide</a>.</p>	
<p>&gt; \$100,000+ Mechanics or Laborers</p>	<p>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.</p> <p><b><u>Applicability</u></b>  <b>This required contract provision applies to all procurements over \$100,000 that involve the employment of mechanics, laborers, and construction work. These requirements <i>do not</i> apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</b></p> <p><b><u>Required Language</u></b>          Compliance with the Contract Work Hours and Safety Standards Act.</p> <ol style="list-style-type: none"> <li>1. <i>Overtime requirements.</i> No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</li> <li>2. <i>Violation; liability for unpaid wages; liquidated damages.</i> In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.</li> <li>3. <i>Withholding for unpaid wages and liquidated damages.</i> The (insert</li> </ol>	<p>2 CFR 200          APPENDIX II (E); 40          U.S.C. §§ 3701-          3708;          supplemented by          29 C.F.R. Part 5</p>

	<p>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.</p> <p>4. <i>Subcontracts.</i> The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.</p> <p><b>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.</b></p> <p><u>Suggested Language</u> Further Compliance with the Contract Work Hours and Safety Standards Act.</p> <p>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.</p> <p>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.</p>	
<p>None</p>	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a>, “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.</p>	<p>2 CFR 200 APPENDIX II (F); Funding Agreement; definition found under 37 C.F.R. § 401.2(a).</p>

	<p><b>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.</b></p>	
>\$150,000	<p>Clean Air Act (<a href="#">42 U.S.C. 7401-7671q.</a>) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> <p><u>Suggested Language:</u></p> <p>Clean Air Act</p> <p>The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i></p> <p>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.</p> <p>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.</p> <p>Federal Water Pollution Control Act</p> <p>The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i></p> <p>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.</p> <p>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.</p>	<p>2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387</p>
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <a href="#">2 CFR 180.220</a>) 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 <a href="#">2 CFR 180</a> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989</p>	<p>2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180</p>

	<p>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.</p> <p>The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.</p> <p><u>Suggested Language:</u>  <b>Suspension and Debarment</b>  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).</p> <p>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.</p> <p>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.</p> <p>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.</p>	<p>(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).</p>
<p>&gt; \$100,000; and Certification required for all contracts greater than \$100,000</p>	<p>Byrd Anti-Lobbying Amendment (<a href="#">31 U.S.C. 1352</a>) - 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 <a href="#">31 U.S.C. 1352</a>. 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.</p> <p><b>If applicable, contractors must sign and submit the following certification to the NFE with each bid or offer exceeding \$100,000.</b></p> <p><u>Required Certification:</u>  CERTIFICATION REGARDING LOBBYING (APPENDIX A, 44 C.F.R. PART 18)</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303; (citing 31 U.S.C. § 1352); 44 C.F.R. § 18.110</p>
	<p>See 2 CFR §200.323.</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>See 2 CFR §200.216.</p>	<p>2 CFR 200 APPENDIX II (K)</p>
	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (L)</p>

<p>Work involves the use of materials, and the contract is for more than \$10,000</p>	<p>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 <a href="#">40 CFR part 247</a> 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.</p> <p><u>Suggested Language:</u>          In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—</p> <p>Competitively within a timeframe providing for compliance with the contract performance schedule;</p> <p>Meeting contract performance requirements; or</p> <p>At a reasonable price.</p> <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines webpage: <a href="https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program">https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program</a>.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<p>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)</p>
<p>&gt;\$100,000</p>	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>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.</p> <p>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.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement</p>	

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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).</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p>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:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p>	<p>2 CFR 200.216</p>

	<p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(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 <a href="#">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(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).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(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.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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.</p> <p>(c) See <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</p>	
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

	<p>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.</p>	
<p>None; All FEMA declarations and awards issued on or after November 12, 2020.</p>	<p><u>Suggested Language:</u>  If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) listed below to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(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.</p> <p>(b) Such consideration means:</p> <p>(1) These business types are included on solicitation lists;</p> <p>(2) These business types are solicited whenever they are deemed eligible as potential sources;</p> <p>(3) Dividing procurement transactions into separate procurements to permit maximum participation by these business types;</p> <p>(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;</p> <p>(5) Utilizing organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring a contractor under a Federal award to apply this section to subcontracts.</p>	<p>2 C.F.R. § 200.321(b)(1)-(5)</p>
<p>None</p>	<p>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:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds</p>	<p>2 CFR 200.334; and 200.337</p>

	<p>must be retained for 3 years after final disposition.</p> <p>(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.</p> <p>(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.</p> <p>(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).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p> <p><u>Suggested Language for All Procurements:</u></p> <ul style="list-style-type: none"> <li>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.</li> <li>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.</li> <li>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.</li> <li>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.</li> </ul>	
None	<p>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</p>	<p>United States Code 19 U.S.C. 2511</p>

	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	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(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:</p> <p>(1) does not boycott Israel; and will not boycott Israel during the term of the contract.</p>	(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
	<p>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.</p> <p><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).</p>	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.
	Pursuant to the <i>Violence Against Women Act Reauthorization of 2022</i> , the Grant Recipient must certify that local policies do not interfere with the residents' Right to Report Crime and Emergencies from One's Home. The certification will confirm that no ordinances, local regulations, or policies adopted by the local government and currently in effect contain any financial or regulatory penalty imposed on property owners or residents as a result of any use of emergency services, or that the Grant Recipient is actively addressing such local regulations.	Pub. L. 117-103, 136 Stat. 49

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

### DEBARMENT/SUSPENSION CERTIFICATION

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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](http://www.sam.gov) and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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### 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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://jeffersoncountytexas.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, 1<sup>st</sup> 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 or 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, April 22, 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](mailto:Cynthia.greene@jeffersoncountytx.gov). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffersoncountytx.gov](mailto:deb.clark@jeffersoncountytx.gov).

**The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, March 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) SUBMISSION 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](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.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>													
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.		<b>OFFICE USE ONLY</b>													
<b>1</b> Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>													
<b>2</b> Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>															
<b>3</b> 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. <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>															
<b>4</b>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)												
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> <tr> <td></td> <td></td> </tr> </table>	Controlling	Intermediary	X			X						
Controlling	Intermediary														
X															
	X														
	<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>														
	<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>														
<b>5</b> Check only if there is <b>NO</b> Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span>															
<b>6 UNSWORN DECLARATION</b> <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> 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____. <span style="float: right;">(month) (year)</span> <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>															
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>															

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

**BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.**

**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, 7<sup>th</sup> 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:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

Improvements &amp; 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 26-018/CG), Re-Bid Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport

**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@jeffersoncountytexas.gov](mailto:Cynthia.greene@jeffersoncountytexas.gov). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffersoncountytexas.gov](mailto:deb.clark@jeffersoncountytexas.gov). Please reference Bid Number: IFB 26-018/CG.

**4.1 Scope of Project:**

Jefferson County is soliciting bids for an Aircraft Tug, Multi-Head Tow Bar and two Tow Heads for the Jack Brooks Regional Airport. The bid items furnished under this Specification shall be new and shall be of good quality workmanship and material. All bid items offered under this Specification shall meet or exceed the Required Features specified below.

**4.2 Approved Equivalent Items:**

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

**4.3 Minimum Requirements:**

A copy of the manufacturer specifications, equipment description including, year, make, model, and full warranty terms must be included with the bid submission.

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

All parts not specifically mentioned which are necessary for the bid items to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The equipment shall meet or exceed all Federal and State of Texas regulations.

Do not place decals or other markings of any type pertaining to advertisement other than trademarks or model designation normally installed by manufacturer on equipment delivered.

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

**4.4 Specifications:****Item 1: Aircraft Tug:****Standard Features**

- New
- Ideal for towing Small to Midsize Business Jets, Military Aircraft, and Rotorcraft in all weather conditions.
- Tier 4 Final compliant
- Power steering and braking
- Front and Rear hitch spotlight
- Side and top access to engine
- Post mounted strobe light
- Front and rear brakes
- Parking brake override protection
- Low oil/high temp engine protection system
- Keyless ignition
- On board diagnostics
- Diesel Engine
- Cab
- Limited slip rear axle
- Front and rear hitch
- Heavy Duty Chalk basket
- Rubber Deck protectors
- 2,000 hour preventative maintenance kit
- **Handling Aircraft Weight Capacity Lb (Kg): at least 115,000 lbs / 52,200 kgs**
- Dry Tow at least 115,000 lbs
- Wet Tow at least 85,000 lbs
- Snow tow at least 60,000 lbs
- **Drawbar Pull: at least 8,000 lbs (35.8 kg)**

#### Optional Features

- Seat Switch

#### Item 2: Multi- Head Tow Bar:

##### Standard Features:

- Attachment heads easily change and securely attach to towbar in seconds
- Multi-head system
- Heavy-duty welded aluminum construction
- Standard 2 3/16 in (5.6 cm) I.D. towing eye
- Positive locking pin secures attachment heads to towbar
- Both towbar and attachments adhere to aircraft factory towing specifications
- Accommodates over 60 different aircraft attachment towing heads
- Shock absorber protects nose gear during towing operation
- Pneumatic wheels to absorb towing speed shock
- Handles positioned in front and rear to lift towbar into position
- Finish: Durable Powder Coat
- Aircraft weight capacity 66,000LBS

**Item 3: Towhead #1: (for specified Falcon Aircraft)****Standard Features**

- Welded steel construction
- Positive locking to tow bar via a ball lok-T pin
- Shear protection, both radial and/or compression/tension built in to protect nose gears as required
- Tow head needs to fit the following aircrafts: [Dassault - Falcon 2000](#), [Dassault - Falcon 2000EX](#), [Dassault - Falcon 50](#), [Dassault - Falcon 50EX](#), [Dassault - Falcon 900](#), [Dassault - Falcon 900EX](#)

**Item 4: Towhead #2: (for specified Pilatus aircraft)****Standard Features**

- Welded steel construction
  - Positive locking to towbar via a ball lok-T pin
  - Shear protection, both radial and/or compression/tension built in to protect nose gears as required
- Must fit the following aircrafts: [Pilatus - PC-12](#), [Pilatus - PC-24](#)

**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

\_\_\_\_\_  
City                      State                      Zip

\_\_\_\_\_  
Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
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: Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport.

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 26-018/CG, Re-Bid Aircraft Tug, Tow Bar and Tow Heads for Jack Brooks Regional Airport. 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:

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

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**Date**

### ATTEST:

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

---

**Date**

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

**BID FORM**

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	Airplane Tug		
2	Multi-Head Tow Bar		
3	Towhead #1 (Falcon)		
4	Towhead #2 (Pilatus)		

**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**  
**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.

<p>_____</p> <p><b>Signature of Contractor's Authorized Official</b></p> <p>_____</p> <p><b>Name and Title of Contractor's Authorized Official</b> <i>(Please Print)</i></p> <p>_____</p> <p><b>Date</b></p>
--

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><b>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</b></p> <p>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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>	Date Received	
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(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.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>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?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity      Date</p>		

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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>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.</p>		<b>OFFICE USE ONLY</b>
1	<b>Name of Local Government Officer</b>	Date Received
2	<b>Office Held</b>	
3	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
4	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
5	<p><b>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).</b></p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p><b>AFFIDAVIT</b></p> <p>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.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>	

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 contact within the Prime Contractor/Consultant’s organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

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

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

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.**  
Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.

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



HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**SENATE BILL 252 CERTIFICATION**

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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.

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**Company Name**

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

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**Purchasing Representative**

---

**Date**

<b>THIS FORM IS FOR OFFICE USE ONLY</b>
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**BID AFFIDAVIT**

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

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

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

on this day personally appeared \_\_\_\_\_, who  
(name)

after being by me duly sworn, did depose and say:

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

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

Name and address of Bidder: \_\_\_\_\_

Fax: \_\_\_\_\_ Telephone# \_\_\_\_\_

by: \_\_\_\_\_ Title: \_\_\_\_\_  
(print name)

Signature: \_\_\_\_\_

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on

this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

\_\_\_\_\_  
Notary Public in and for  
the State of \_\_\_\_\_

Proposal to deliver simplicity, efficiency and savings for:



## County of Jefferson

Quote Request: 249743

### Granite

Granite is the nation's largest managed service provider. Since our founding in 2002, Granite has experienced industry-leading growth while specializing in dedicated business-to-business customer support and the consolidation of communications services. Our customers trust us with 1.4 million voice and data lines servicing their critical locations in retail, finance, real estate, hospitality, and more. We count over 85 of the Fortune 100 among our customers, including eight of the Top Ten US Retailers in the Forbes Global 2000.

### Access Services

From small business to enterprise networks, Granite offers access solutions tailored to your business needs. Our nationwide network offers bandwidth from 1.5Mb to 10GB for Dedicated Internet Access, MPLS and Granite Switched Ethernet. With over 35 vendor partnerships Granite is able to meet virtual and physical diversity requirements, covering the entire US and Canada, while keeping all services on one bill with one contact.

### Consolidated Billing

Never sort through multiple phone bills again. Simplify payment with Granite's consolidated billing. All of your business' locations can be on a single invoice.

### Service Providers

Granite is bonded to service providers across North America, including Verizon, AT&T, CenturyLink, Frontier, FairPoint, Windstream, Cincinnati Bell, Telus, and Bell Canada. We are e-bonded with all the major carriers, allowing us to place orders and manage any moves, adds, and changes for your business.

### DIA (T1, Ethernet, EoC)

All services are subject to the Terms and Conditions of Service set forth on Granite's website. This Quote contains confidential and proprietary information.

**Agreement 26-019/DC**

Proposal to deliver simplicity, efficiency and savings for:

# County of Jefferson



Expires On: 06/09/2026

## EPIK Summary

### EPIK Pricing

Address	Product	Term	QTY	EPIK MIRC	Total MIRC	Upfront Fee
1001 Pearl St, Beaumont, TX 77701-3549	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
1085 Pearl St, Beaumont, TX 77701-3545	EPIK - Voice	3 Years	4	\$39.95	\$159.80	\$0.00
1149 Pearl St, Beaumont, TX 77701-3638	EPIK - Voice	3 Years	5	\$39.95	\$199.75	\$0.00
1295 Pearl St, Beaumont, TX 77701-3621	EPIK - Voice	3 Years	1	\$39.95	\$39.95	\$0.00
215 Franklin St, Beaumont, TX 77701-3646	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
5030 Highway 69 S, Beaumont, TX 77705-1258	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
7759 Viterbo Rd, Beaumont, TX 77705-9297	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
4605 Jerry Ware Dr, Beaumont, TX 77705	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
4640 Hangar Dr, Beaumont, TX 77705-5826	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
6000 Airline Dr, Beaumont, TX 77705-7610	EPIK - Voice	3 Years	1	\$39.95	\$39.95	\$0.00
19217 Hwy 365, Beaumont, TX 77705	EPIK - Voice	3 Years	3	\$39.95	\$119.85	\$0.00
7780 Boyt Rd, Beaumont, TX 77713-2956	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
5000 Jerry Ware Dr, Beaumont, TX 77705-7616	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
5950 South 1st Ave, Sabine Pass, TX 77655	EPIK - Voice	3 Years	3	\$39.95	\$119.85	\$0.00
820 Neches St, Beaumont, TX 77701-3428	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
525 Lakeshore Dr, Port Arthur, TX 77640-6460	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
800 4th St, Port Arthur, TX 77640-6466	EPIK - Voice	3 Years	1	\$39.95	\$39.95	\$0.00
900 S 4th St, Beaumont, TX 77701-4912	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
7933 Viterbo Rd, Beaumont, TX 77705-7600	EPIK - Voice	3 Years	5	\$39.95	\$199.75	\$0.00
5326 Highway 69 S, Beaumont, TX 77705-1200	EPIK - Voice	3 Years	1	\$39.95	\$39.95	\$0.00
1201 W Hwy 90, China, TX 77613	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
5700 Jade Ave, Port Arthur, TX 77640-1018	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
5055 Interstate 10 S, Beaumont, TX 77705-4215	EPIK - Voice	3 Years	2	\$39.95	\$79.90	\$0.00
<b>Grand Total</b>			<b>52</b>		<b>\$2,077.40</b>	<b>\$0.00</b>
<b>Estimated Taxes</b>						<b>\$249.29</b>
<b>Estimated Total</b>						<b>\$2,326.69</b>

Proposal to deliver simplicity, efficiency and savings for:

## County of Jefferson



*\*Wilson EPIK 9.8" 4G LTE Omni Plus Antenna w/Mount and Wilson 50' Black Ultra Low Loss Cable. These can be purchased for a one time charge of \$128.04 for the Wilson EPIK 9.8" 4G LTE Omni Plus Antenna and a one time charge of \$69.99 for the LMR-400-50-NM5M.*

*Applicable taxes and fees are not included.*

*Standard Shipping waived under OMNIA Partners Pricing #R241103.*

*Pricing includes: 1 GB LTE Plan per location, Access Fee per line, Managed Network Services per location, Basic survey of up to 2 hours, Install includes 5 hours installation time, cross connect w/wiring may incur additional expense. For any site where additional tech time is needed for inside wiring/installation, a one-time charge of \$196.46 will apply per location. Customer can elect to self-install pre-activated units.*

*Basic site survey consists of inspection of POTS lines / services being replaced with EPIK services. Further services, such as a comprehensive inventory of unrelated communications lines or systems, are not included in the basic site survey.*

*Additional lines/line sharing may incur an additional charge (\$59.95 per port). All services are subject to the Terms and Conditions of Service set forth in OMNIA Partners Pricing #R241103 or at [www.granitenet.com/legal](http://www.granitenet.com/legal) (as such may be modified from time to time). This Quote contains confidential and proprietary information. Data plans dependent on coverage and availability, some restrictions apply.*

*EPIK includes dual SIM cards and diverse cellular connections. Certain jurisdictions may require wireline connections for certain applications (Fire / Life Safety) and wireline connections may be necessary to furnish service at certain locations.*

*Customer shall be responsible for providing the following to Granite at least 7 days prior to installation (if applicable):*

- Panel manufacturer, model, mode, and receiver type.*
- Read-only access to any monitoring portal interface.*

*Granite Guardian includes 24x7 monitoring and emergency replacement.*

*Pricing Includes: Includes 1 GB LTE plan per location, Access Fee per line, Managed Network Services per location, a basic site survey of up to unlimited installation time. Cross connect Wiring may incur additional expense. Customer can elect to self-install pre-activated units. Includes external antenna with extension cable for improving signal strength and quality of transport connectivity for EPIK services.*



GOVERNMENT ACCOUNT FORM AND LETTER OF AGENCY Multi-Services

Sales Rep:

Order Date: 4/25/2025

CUSTOMER INFORMATION

Government Entity Name ("Customer"): County of Jefferson
Government Contract Vehicle: OMNIA Partners Pricing
Contract Number: R241103
Billing Telephone Number:
Designated Contact:
Contact Phone Number:
Service Address (Street/Suite):
Mailing/Billing Address (Street/Suite):
City:
State/Zip Code:
Additional Comments/Notes (if any):

AGREEMENT AND AUTHORIZATION

By signing this Government Account Form and Letter of Agency ("LOA"), Customer hereby (a) engages Granite Telecommunications, LLC and/or its affiliates ("Granite") to provide Services as set forth in Appendix A, attached hereto and incorporated herein, and such other Services as Customer may order from time to time after the date hereof and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, ordering, changing and/or maintaining such Services, and to take such other actions as are reasonably necessary to provide such Services and as Customer may request from time to time. Customer directs its current service provider(s), if any, to work with Granite to affect these changes. Customer agrees to all of the Terms and Conditions of Service as set forth in Addendum No. 1 attached hereto (the "Terms of Service"). Services under this Agreement shall be for 3 Years. The Terms of Service set forth rights and responsibilities of Customer and Granite concerning Services to be provided and in regards to other important topics. If Customer does not agree to the Terms of Service, the authorized representative of Customer should not sign this LOA. All terms and conditions of the Terms of Service are incorporated herein by reference. The Customer Disclosures attached hereto are an integral part of this LOA. This LOA is confidential and may not be disclosed to third parties except as required by applicable law.

SIGNATURE

The undersigned is authorized to sign on behalf of Customer and Customer agrees to be bound by the Terms of Service. This LOA is effective as of the date of execution below.

Customer:
By: [Signature]
Print Name: Jeff Branick
Title: County Judge
Date: 03/17/2026

Signing this Government Account Form and Letter of Agency will result in a change of service provider(s).



ATTEST DATE: [Signature] 3/17/2026



## CUSTOMER DISCLOSURES INTERNET BASED SERVICES

Customer acknowledges and agrees that certain Internet Based Services (which for purposes of this Customer Disclosure, includes, but is not limited to, Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Virtual Auto Attendant and Virtual Voicemail Services), ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services: (a) such services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such services only support Granite's local, intralata toll, interstate long distance and international voice services;

(c) such services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing lines and elevator lines (only POTS lines should be used for these purposes);

(d) a qualified vendor must install the equipment and service at Customer's sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing carrier(s), but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES PROVIDED BY GRANITE MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE.

CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET-BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (A) POWER FAILURES; (B) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (C) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (D) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH SUCH SERVICE WAS ORDERED, I.E., THE "REGISTERED ADDRESS," MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE, AND PROVIDE PRIOR WRITTEN NOTICE TO, GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE'S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER'S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER SHALL BEAR THE SOLE RESPONSIBILITY OF INFORMING THIRD-PARTIES OF POTENTIAL CALL RECORDING USING THE INTERNET-BASED SERVICES.

*Initialed by Authorized Signer*

**Appendix A**  
**Services Selected**

- Voice Services (POTs, Long Distance, Local and LD T1 and PRI) (See Note 1)
- Broadband Services
- MPLS and/or Dedicated Internet Access Services
- VoIP Services (Hosted PBX, SIP Trunking, SIP PRI, Hosted Voice, Voice over Cable, Virtual Auto Attendant and Virtual Voicemail Services)
- Mobility Services (Mobility Data and Mobility Voice)
- Granite Grid Services
- Conferencing Services (Audio Conferencing and Web Conferencing)
- Managed Services
- Monitoring Services
- Other Services (List): Analog Replacement Services (EPIK)

*Note 1: Unless otherwise noted herein, in addition to these rates and charges set forth in this LOA (a) certain other rates and charges may apply, as provided for by tariff, the FCC or other governmental entity, or other regulation or requirements and (b) Customer will pay to Granite all applicable taxes (including sales, use and excise taxes). In the event that Customer elects additional services, additional fees may apply. Customer acknowledges that it will be charged in accordance with the rates and plans attached hereto and incorporated herein, plus any and all additional charges as may be set forth in the Terms of Service.*

*Note 2: See quote and other documents attached hereto for specific details related to Services ordered.*

## Addendum No. 1

**GENERAL TERMS OF SERVICE**

Services referenced in the Agreement are offered to Customer by Granite.

Customer shall contract for, and order, Services on Service Order Documents and using procedures acceptable to Granite in all respects.

The offer, provisioning, and delivery of Services are subject at all times to the receipt by Granite of all required approvals and/or authorizations from regulatory agencies having jurisdiction over Services and/ or Granite.

The Agreement is entered into by and between Customer and Granite. Customer has, and is deemed to have, accepted to be bound by these General Terms of Service and any Additional Terms of Service, including all terms and conditions incorporated therein or herein by reference upon: (a) Customer submitting a service order for Services; (b) Customer signing Service Order Documents or other documents stating that Customer has accepted such terms; and/or (c) Customer receiving and using Services without Service Order Documents or other documents as described herein.

**General Terms and Conditions****1. Definitions; Interpretations.**

1.1 Definitions. Except as otherwise defined herein, capitalized terms shall have the meanings ascribed to them in Attachment A, attached hereto and incorporated herein, or the applicable Additional Terms of Service. Words or expressions not defined are to be construed as having the meaning generally attributed to them in the telecommunications industry. All capitalized terms defined in the Agreement include the plural as well as the singular.

1.2 Attachments. The following are attached hereto and incorporated herein:

- (a) Attachment A - Definitions
- (b) Attachment B - Internet Based Services – Additional Terms and Conditions of Service

1.3 Interpretation. In the event of any inconsistencies between the documents comprising the Agreement, and only to the extent of such inconsistencies, the interpretation of the Agreement shall be controlled by the following order of precedence (from the most to the least controlling): (a) any applicable filed and effective tariff and/or service guide, if any; (b) the applicable Additional Terms of Service; (c) these General Terms of Service; and (d) the provisions of quotes, Service Order Documents, and/or other written document(s) accepted by Granite. In the event that Granite and Customer execute a separate master services agreement, then that master services agreement shall fall before these General Terms of Service in the order of precedence. This order of precedence notwithstanding, specific terms, including pricing, contained in any other writing will be controlling, if specific agreement language permits.

**2. Agreement to Provide Services.**

2.1 Services. Subject to the terms and conditions of the Agreement, and in consideration of the payments for such Services ordered by Customer in accordance with Service Order Documents, Customer has agreed to purchase, and Granite shall provide, the Services in accordance with the Agreement. Granite shall be responsible for the performance of all of its obligations under the Agreement, including those that it performs through Providers and other subcontractors. Customer may designate Authorized Users for the Services at the Rates and Charges and on the terms and conditions set forth in the Agreement. Customer shall be financially responsible for any Authorized User's purchase of Services. ~~Unless otherwise consented to by Granite, Services may only be used by Customer, Authorized Users and their respective end users. All Services are for Customer's own commercial use only and are not for resale.~~

2.2 Additional Terms of Service. Certain Services including, without limitation, Broadband Services, Access Services, VoIP Services, Mobility Services, Granite Grid Services, Granite Managed Network Services, Analog Replacement Services, and Network Integration Services, may be subject to additional terms and conditions (including, without limitation, initial minimum Service Terms and Early Termination Fees) as referenced in these

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General Terms of Service or the applicable Additional Terms of Service, specific Service Order Documents for such Services, and/or other writings accepted by Granite.

2.3 Customer Authorization. Customer hereby (a) engages Granite and/or its affiliates to provide Services as set forth in Service Order Document(s) or as Customer may order from time to time and (b) authorizes and appoints Granite to act as its agent solely for the purposes of handling all arrangements for establishing, converting, and/or maintaining Services, including ordering, changing, and/or maintaining such Services, and to do such other things reasonably necessary to provide such Services and as Customer may from time to time request.

2.4 Equipment.

(a) General. As a general matter, Granite will have no obligation to provide, install, configure, license, or otherwise provide software for, maintain, support, or repair CPE unless otherwise specified herein or in any applicable Additional Terms of Service or Service Order Document. To the extent CPE is necessary to Granite-provided Services, Customer shall, at Customer's sole cost and expense, procure and make available to Granite such CPE at Customer's locations where Services are provided, including supplying adequate space, electrical supply, heating, and cooling to ensure Granite's Services can be utilized as intended. For all CPE purchased or rented from Granite, Customer must inspect the CPE carefully upon receipt and report any and all claims of damage and/or missing items within two (2) business days of receipt of CPE. Customer's failure to timely report such damage and/or missing items will constitute Customer's acceptance of CPE in good working order, and Customer will thereafter be liable for any and all damage pursuant to the terms set forth herein.

(b) Equipment Purchase and Rental. In cases where Customer does order CPE from Granite to receive Granite Services, Customer may, subject to Granite approval, either (i) purchase the CPE either at a one-time non-recurring charge ("NRC") or via amortization subject to a monthly-recurring charge ("MRC") applicable for the duration of the underlying license term, if any, or Service Term associated with the related Granite Service(s), unless otherwise specified in a Service Order Document; or (ii) utilize the CPE subject to an MRC on a rental basis for a Service Term at least equivalent to the Service Term applicable to the related Granite Service(s).

(c) Additional Rental Terms. When CPE is provided on a rental basis: (i) Customer shall maintain the CPE in good working condition, ordinary wear and tear excepted, and return the rental CPE to Granite within thirty (30) days of Granite's replacing/upgrading the CPE or termination of the Services the CPE had supported; (ii) CPE is and shall remain the property of Granite regardless of where installed within the Customer's service location(s), and such CPE shall not be considered a fixture or an addition to the land or the service location(s); (iii) at any time Granite may remove or change such CPE in connection with providing the Services; (iv) Customer shall not move, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any rental CPE or permit others to do so, and shall not use the CPE for any purpose other than that authorized by the Agreement; (v) any maintenance shall be at Granite's expense only to the extent that it is related to and/or resulting from the ordinary and proper use of the CPE; (vi) Customer is responsible for damage to, or loss of, such CPE caused by its acts or omissions, its noncompliance with this Agreement, or by fire, theft or other casualty at the service location(s), unless caused by the negligence or willful misconduct of Granite; (vii) Customer agrees not to take any action that would directly or indirectly impair Granite's title and/or property rights to the CPE, or expose Granite to any claim, lien, encumbrance, or legal process, except as otherwise agreed in writing by the Parties; (viii) subject to other terms and conditions herein, following the discontinuance of the Services to the service location(s), Granite retains the right to remove the CPE including, but not limited to, that portion of the CPE located within the service location(s).

(d) Equipment Warranty. All CPE provided by Granite shall solely carry the manufacturer's warranty and shall not be covered under any other Granite warranty or representation. For CPE provided by Granite on a rental basis, in addition to the manufacturer's warranty, Granite shall provide standard remote troubleshooting and break/fix support, however, technician dispatches, including for installation and repair, are not included. Advanced support programs for CPE may be made available by Granite to Customer at additional charge as described in the applicable Additional Terms and Conditions of Service or Service Order Document or as otherwise communicated by Granite to Customer. Granite does not warrant that the CPE provided by Granite will meet Customer's needs, perform at a particular speed, bandwidth or data throughput rate, or will be uninterrupted, error-free, or secure, or free of viruses, worms, disabling code or conditions, or the like.

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(e) Equipment Licenses. CPE as described herein and provided by Granite is not inclusive of licenses or software but includes only the equipment/device/hardware. If and to the extent a license and/or software is required for Customer's operation or use of the CPE, such software and/or license(s) will be specified in the applicable Additional Terms of Service or Service Order Document, and Customer is responsible for all financial obligations with respect to same notwithstanding any election to terminate underlying Services, including associated CPE. An applicable license term may commence upon activation or in accordance with an underlying Provider's licensing policies, as the case may be, and, as such, license terms may not run concurrently with the Service Term applicable to a related Granite-provided Service.

(f) Payment. Granite may invoice Customer for Granite-provided CPE and/or related licenses, and Customer's payment obligations and commitments to Granite for CPE and/or related licenses shall apply, upon Granite's ordering the CPE and/or related licenses from any underlying vendor or Provider. Granite also reserves the right to assess Customer an additional storage charge in cases where Granite stores CPE between Customer's ordering and deployment of such CPE. In the event Customer does not satisfy its payment obligations and commitments associated with Granite-provided CPE and/or related licenses, Granite reserves the right to: (i) in the case of rental CPE that has already been provided to the Customer, require Customer to return such CPE to Granite in good condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE; and/or (ii) in the case of purchased CPE, including via amortization, require Customer to pay an amount up to the outstanding payment obligations for such CPE and/or related licenses. For equipment and/or related licenses ordered on Customer's behalf, Customer is responsible for payment associated with such equipment and/or related licenses notwithstanding any project rollout requests, cadence, adjustments, modifications, or the like. In addition, Customer shall comply with Granite's reasonable requests for information related to the equipment and/or related licenses and Customer's use thereof (e.g., address where deployed).

(g) Additional CPE Terms. Granite-provided CPE risk of loss shall pass to Customer upon shipment from origin. Shipments shall be performed at then-standard common carrier rates for two-day standard shipping unless otherwise agreed between the Parties, and Customer will be invoiced for all shipping costs. Customer's signature is required on delivery. Granite will use reasonable efforts to provide Customer with updates regarding common carrier delays. Customer agrees that the CPE will be used solely by Customer, only at the designated service location(s), and solely for the purpose(s) for which the CPE was intended unless Granite consents, in writing, to other use. Customer shall not sublease or sublet any CPE without Granite's written consent. Granite-provided CPE not used in the design and/or implementation of Services and returned to Granite or returned to Granite for any reason is subject to a restocking fee.

## 2.5 Provisioning of Services.

(a) Customer, at its own expense, shall secure throughout the Service Term any easements, leases, licenses, or other agreements necessary to allow Granite to use pathways into and in each building at which Customer's or its end user's premises is located, to the Demarcation Point. Such access rights shall grant to Granite the right, without the requirement of notice, to access such premises during business hours of each location and as otherwise reasonably requested by Granite to install, maintain, repair, replace and remove any and all equipment, cables or other devices Granite deems necessary to provide Services. Granite, its employees, contractors and/or agents shall have reasonable access to any necessary facilities at Customer premises. Notwithstanding anything to the contrary herein, Granite shall have no liability for any delay or failure in its performance to the extent caused by any delay or failure of Customer (including, but not limited to, the failure to provide Granite prompt access) and/or caused by any notice or access restrictions or requirements. Unless Customer engages Granite to provide specific additional services, Customer is responsible, at its sole cost and expense, for connecting to the Demarcation Point.

(b) Granite may reject any order for Services that is not in accordance with the provisions of this Agreement or if Granite is unable to provision such Services as ordered. Customer is ultimately responsible for handling any outstanding contractual obligations with Customer's former service provider.

(c) Granite is not responsible for migration of Services pursuant to a valid order or for loss of income or time due to an order not being completed within the time frame desired, service outages, missed appointments, and/or trouble ticket dispatches. Granite is not responsible for any delays in provisioning or failures of Services related to inaccurate information provided by Customer and/or changes in Customer's network that are not {999997-009/00074988-2}

communicated to Granite. In the event Customer elects to order a solution comprised of multiple Granite Services, each such Service will be provided and billed in accordance with these General Terms of Service and any applicable Additional Terms and Conditions of Service, and Customer shall be responsible for all obligations with respect to same.

(d) An individual, who is authorized and has the capacity to act on behalf of Customer, must be present to grant access so that the technician can complete his/her work. In the event that there is no such individual present at the scheduled time of the technician visit, and notification was not provided to Granite at least two (2) business days in advance, there may be a missed appointment fee or other similar charge. Similarly, a no access fee may be charged if a technician is denied access to the Demarcation Point due to a locked facility, or by the actions of third parties. If Granite dispatches a field technician to Customer location and the problem is caused by (i) CPE or (ii) any acts or omissions of Customer or any of its end users, invitees, licensees, customers, agents, or contractors, Customer will pay Granite for any and all associated time and materials at Granite's then-standard rates.

(e) If Customer pre-authorizes inside wiring during order placement, Customer is financially responsible for any and all applicable fees for such inside wiring services. If Customer chooses not to pre-authorize inside wiring work, and it is determined that additional wiring is needed to complete Customer's installation, it is Customer's responsibility to ensure the necessary wiring is completed by Customer or a third-party vendor.

(f) If any services are performed by any other vendor, Granite is not responsible for, and assumes no liability and provides no warranties for, such services.

(g) Unless otherwise specified in an applicable Additional Terms and Conditions of Service, any technical support that Granite provides is limited to the connectivity of Services. Support for other applications and uses is not provided or implied unless it is a specifically contracted service.

2.6 Maintenance. Granite and its Provider(s) may interrupt Services for maintenance and other operational reasons, and except as otherwise provided herein, Customer shall not be entitled to receive any remuneration for such interruptions. Granite will use reasonable efforts to notify Customer when possible. Providers may perform emergency maintenance on Services in their respective sole and absolute discretion, with or without prior notice to Granite or Customer, to preserve the overall integrity of such Provider's network. Granite will use commercially reasonable efforts to notify Customer as soon as reasonably practicable of any such emergency maintenance activity that materially and adversely impacts any Services.

## 2.7 Modifications to Services; Service Moves.

(a) Granite may modify from time to time, and in any way, without limitation, any data, software, or hardware used to provide Customer with Services. Customer is solely and entirely responsible for the management and backup of all of Customer's data, and all updates, upgrades, and patches to any software that Customer uses in connection with Services. While Granite will work with Customer to provide proper notice of such changes, Customer is solely responsible, and Granite is not liable, for any and all personalized applications and content, except as expressly agreed to by Granite.

(b) Granite may transition Services to alternative Services, due to, without limitation, sunseting of existing Services, by Granite or underlying Providers, or other reasons, provided that the alternative Services (i) provide substantially similar functionality, and (ii) monthly recurring charges are not greater than those of the Services being replaced.

(c) In the event of a Services move (i.e., if Customer moves and has Services installed at the new location) or modification (i.e., Customer upgrades a Service at the same location), a new initial minimum Service Term will begin from the Service Start Date at the new location. Additionally, in the event of a switch from another service provider to Granite, the initial minimum Service Term will begin from the date that the service provider switch is completed. Requests to have Customer's Services changed with a specific order to an alternate service provider at any time during an active Service Term may be subject to a fee to cover Granite's provisioning expenses.

2.8 Service Level Agreements. Service Level Agreements (“SLAs”) for Services, if any, are determined on an individual case basis and will be set forth in the Additional Terms of Service or a separate SLA document (as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal) or otherwise communicated to Customer at the time it makes its service order).

2.9 Fraud, Abuse and/or Unauthorized Use of Services. The Parties agree that Granite is not responsible for any fraud, abuse and/or unauthorized use of Service(s) by Customer, its employees, end users, or any other third party. Customer shall not be excused from paying for Service(s), or any portion thereof, on the basis of fraud, abuse, and/or unauthorized use of Service(s). In the event Granite discovers fraud, abuse, and/or unauthorized use of Service(s), nothing contained herein shall prohibit Granite from taking any immediate action (without notice to Customer) that Granite deems to be reasonably necessary to prevent such fraud, abuse, and/or unauthorized use of Service(s) from taking place including, without limitation, blocking, or terminating Service(s), provided, that Granite shall not be required under any circumstances to take such action. Customer will defend and indemnify Granite, its employees, directors, officers and agents from and against any suit, proceeding or other claim, damages, costs and expenses brought by an entity (not a party to or an Affiliate of a party to this Agreement) that is caused by, arises from, or relates to fraud, abuse, and/or unauthorized use of Service(s).

2.10 IP Addresses. Customer agrees that any IP address assignments and allocations from Granite are based on the address lending policy of American Registry for Internet Numbers and applicable agencies. It is an express condition of this Agreement, that the use of Services and the loan, assignment, and/or allocation of such IP addresses shall terminate, and the IP addresses shall be returned to Granite when this Agreement and/or any applicable Services expire or are terminated. Granite reserves the right to recover any address space due to inadequate utilization or an AUP violation.

### 3. Rates and Charges; Billing and Payment.

#### 3.1 Rates and Charges.

(a) Rates and Charges for Services are as set forth in the applicable Additional Terms of Service, Service Order Documents, or as otherwise communicated to Customer at the time of ordering such Services and may vary depending on Service type, features, equipment, and other costs to deliver the Service to Customer. Except as otherwise provided for in these General Terms of Service, any Additional Terms of Service, or in any relevant Service Order Document(s), (i) the Rates and Charges for Services are the Rates and Charges applicable as of the Service Start Date of such specific Services, and (ii) the Rates and Charges may be changed by Granite in its discretion in accordance with Section 3.1(b). All Rates and Charges for the Services set forth in any preliminary quote are subject to final approval and acceptance by Granite. There will be a rebill fee (equal to the then-current charge assessed to similarly situated customers of Granite) applied on all Services ordered that are not ordered on Granite’s wholesale platforms including, but not limited to, those Services not subject to any discount from the Provider and any Services that are rebilled by Granite for Customer. All additions to Services are recognized as non-refundable regardless of utilization by Customer.

(b) Services provided under a term agreement will be subject to adjustment after the Service Term’s expiration to Granite’s then-standard monthly rates. Provided that Customer shall be given prior written notice, Granite may modify the Rates and Charges at any time for (i) new orders, (ii) Services subject to month-to-month Service Terms (including Services for which longer initial minimum Service Terms or any renewal Service Terms have expired), and/or (iii) Service features not essential to the underlying Service’s operation. In addition, Granite reserves the right to modify the Rates and Charges during Services’ initial minimum Service Terms or renewal Service Terms, provided that, before going into effect, Granite provides not less than thirty (30) days’ prior written notice to Customer of same, and during the interim (i.e., between the notice and effective dates) Customer will have the opportunity to object to such modification in writing to Granite, and, upon receipt of Customer’s written objection Granite and Customer shall work in good faith to resolve the disagreement. Subject to the foregoing, any continued use of Services after the modified Rates and Charges take effect shall be deemed acceptance of the new Rates and Charges.

#### 3.2 Billing; Payment.

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(a) Granite shall use commercially reasonable efforts to accurately and promptly bill Customer the Rates and Charges applicable to Services and other related charges, including, without limitation, applicable surcharges and taxes. Billing will commence on the Effective Date hereof, and Customer will be financially responsible for all service time thereafter unless Granite is notified within a timely manner (meaning within five (5) days of an applicable Service Start Date) of an outstanding issue which Granite deems to justify service credit. Granite shall invoice Customer monthly in advance for all monthly recurring charges for Services to be provided during the following month, and shall invoice all other charges, including but not limited to non-recurring charges and usage charges, if any, in arrears. All payments received by Granite will be applied to Customer's outstanding amounts due. Payments will be due upon Customer's receipt of Granite's invoice and shall be paid within thirty (30) days of Granite's invoice date. After thirty (30) days from the date of Granite's invoice, Granite may charge late fees to Customer on the amount of the outstanding balance owed by Customer to Granite in the highest amount allowed by applicable law. No Customer requirements to process payments, e.g., Granite's completion of Customer or third-party documentation, shall relieve, postpone, or suspend Customer's obligation to adhere to the payment terms set forth herein. If a payment in any form is recovered or otherwise not paid by Customer's financial institution, there may be a returned payment fee. Acceptance of any late or partial payment (even if marked "paid in full" or with other words of similar effect) shall not waive any of Granite's rights to collect the full amount of Customer's charges for the Services. Granite charges for Services, including Services suspended due to non-payment, continuously regardless of whether or not Customer is utilizing such Services.

(b) All Rates and Charges assume that Customer pays Granite using a form of payment that will not result in Granite incurring additional fees and/or charges from any third party (i.e., a discount for cash payment) and/or incurring any other additional costs. To the extent that does not occur, and Granite incurs any additional fees and/or charges and/or costs, including but not limited to additional fees and/or charges from third parties that Customer uses for invoice processing, Granite reserves the right to charge Customer Rates and Charges higher than those quoted in the applicable Additional Terms of Service, any Service Order Documents or as otherwise communicated to Customer at the time of ordering such Services. Any purchase order Customer submits or otherwise issues to Granite is deemed to be for Customer's internal purposes only, and any terms and/or conditions set forth in a Customer-issued purchase order, including, for example, terms that add to, remove, modify, and/or conflict with the terms hereof, whether or not such purchase order is accepted, executed, or otherwise acknowledged by Granite, shall be hereby rejected and of no force or effect, notwithstanding anything indicating otherwise in such purchase order.

(c) If Customer fails to pay any undisputed and overdue amount within ten (10) days from the date of any written notice from Granite requesting such payment, Customer shall also pay all of Granite's reasonable costs of collection, including but not limited to reasonable attorney's fees. In the event Customer's account is in arrears, Granite may, upon written notice to Customer, suspend its provision of Services under this Agreement in whole or in part until Customer's account has been brought current.

3.3 Billing Disputes. Customer may dispute in good faith any charge by contacting a Granite account representative in writing or by e-mail of the specific nature and amount of the dispute ("Billing Dispute Notification"). Customer must pay all amounts, whether or not in dispute, by the due date. All claims must be submitted to Granite within ninety (90) days of the date of Granite's invoice for the Services for which charges are disputed, or the billing shall be deemed correct, and Customer waives all rights to file a claim. Upon receipt of a Billing Dispute Notification, Granite shall promptly commence an investigation of the dispute and will use commercially reasonable efforts to resolve such dispute within thirty (30) days. No interest, credits or penalties will apply with respect to the disputed amounts during the pendency of the dispute. If Granite determines that Customer is entitled to a credit, Customer shall receive a credit on Customer's next invoice. Notwithstanding the foregoing, Section 3.2(c) shall also apply to any amounts which Customer disputes in good faith that are ultimately determined to have been due and payable to Granite.

#### 3.4 Taxes and Other Charges.

(a) Customer will pay to Granite all federal, state, and local taxes (including sales, use, and excise taxes) that are measured directly by the payments made by Customer to Granite under this Agreement and are required to be collected by Granite, provided, however, that in no event shall Customer be obligated to pay any of Granite's franchise taxes, taxes based on Granite's net income, business and license taxes, property taxes for which Customer is exempted by law, or any penalties associated with Granite's failure to properly remit taxes.

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(b) Certain other rates, charges, surcharges, and/or fees may apply, as provided for or imposed by tariff or service guide, the FCC, other governmental entities, underlying Providers, applicable law, or other regulation or requirements. Customer shall be responsible for payment of all surcharges, regulatory fees and/or programs, however designated, imposed on or based upon the provision, sale or use of Services, and for certain other variable expenses incurred by Granite as a result of local, state, or federal regulation, including, its payments to government entities and agents and Provider(s) and its internal costs of compliance associated with taxes and regulatory fees and programs including, but not limited to, 911 access, universal service programs, carrier cost recovery, franchise fees, FCC and state regulatory fees, and/or utility, telecommunications, excise or other taxes not recovered by Customer through a separate line item. Granite may charge a single, separate surcharge because of the fluctuation of such aforementioned regulatory surcharges. Customer agrees to pay all invoiced regulatory surcharges. 156

(c) Additional fees may apply in the event that Customer elects or uses additional Services or for ancillary tasks or Service-related orders (e.g., service order charges, installation fees or move, add, disconnect, or Service change fees).

### 3.5 Termination and Cancellations Fees.

(a) Customer agrees that damages for termination or cancellation of Services are difficult or impossible to ascertain and the damages set forth in the Agreement including, without limitation, the Early Termination Fees or cancellation fees, are intended to serve as liquidated damages and not a penalty and such fees and charges are reasonable.

(b) In the event that Customer cancels all or any portion of any Services (including CPE) after ordering such Services, Customer may be subject to cancellation fees or charges (which fees or charges may vary by specific Service depending on Provider(s)). In the event that such Customer cancellation occurs after ordering such Services and Provider(s)' acceptance of such order but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, (i) three (3) times the monthly recurring charges for such Services, plus (ii) any and all actual expenses incurred by Granite to purchase, activate, install and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed by Provider(s) (which fees or charges may vary by specific Service depending on Provider(s)). For orders and/or Services terminated by Customer after the Service Start Date, Early Termination Fees ("ETFs") described in the relevant Additional Terms and Conditions of Service shall apply, if and as applicable.

(c) Granite may charge a cancellation fee to Customer if a scheduled loop drop, cutover, and/or installation is cancelled with less than 24 hours' notice.

(d) After Granite provides thirty (30) days' prior notice to Customer of specific site requirements for Services to be provided, if Customer does not (a) meet said requirements by the end of such 30-day period; or (b) provide Granite with a reasonable date (meaning within 15 days after the end of such 30-day period) upon which such site requirements will be met by Customer, then Granite may cancel the order for the Services and charge a cancellation fee to Customer, then Customer shall pay to Granite, immediately upon demand, any and all actual expenses incurred by Granite to order, survey, engineer, activate, install (including construction charges), and/or terminate Services, including, but not limited to, any additional early termination/cancellation penalties as assessed to Granite by Provider(s).

(e) The continuing of this Agreement and applicable Services is dependent upon availability of Customer funding. If this Agreement or applicable Services extends into more than one fiscal year of Jefferson County, Texas (October 1 to September 30), and if Customer funds are not available for Services provided under this Agreement, Customer will terminate the Services affected by the lack of funding upon written notice, without ETFs or other liability to the Customer, on the last day of the fiscal year or when the previous appropriated funds have been spent, whichever event occurs first.

3.6 Credit Terms. Granite reserves the right to perform a credit review and/or approval. Granite reserves the right, at its sole discretion, to (a) either decline or cancel a service order without liability to either Party or (b) require appropriate advance deposits, prepayment of certain charges and/or other security for Services.

## 4. Term and Termination.

4.1 Term. The term of this Agreement shall begin on the Effective Date and continue until terminated as set forth herein (the "Term").

4.2 Termination.

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(a) Either Party may terminate this Agreement or specific Services upon thirty (30) days' written notice to the other Party. Notwithstanding the foregoing, Early Termination Fees (as set forth in these General Terms of Service or any Additional Terms of Service) shall apply to certain Services having an initial minimum Service Term that are terminated for any reason prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer.

(b) It is Customer's responsibility to notify Granite of any cancellation or termination of Services in writing and to comply with any commercially-reasonable process reasonably required by Granite to complete said cancellation or termination (e.g., completing forms, referencing a Granite-provided PIN). All disconnection requests will begin processing on the date the request is received. This applies to both total account and specific Service terminations. Services that are rebilled by Granite for Customer must be terminated by Customer directly with the underlying Provider. Returning hardware at the completion of the Service Term or cessation of payment or use of Services does not constitute notification of cancellation. If Customer does not provide written notice of Customer's intent not to renew Services after the end of the initial minimum Service Term, Services shall renew and continue in accordance with these General Terms of Service, any Additional Terms of Service, and/or Service Schedules, and continue to be subject to this Agreement, including, without limitation, application of Rates and Charges. To the extent terminated Services are subject to Early Termination Fees, such Early Termination Fees will be applied and due upon termination. Upon termination, Services will be discontinued and all files will be removed from Granite's servers (if applicable) without further notice.

(c) To the extent permitted by law, Granite reserves the right to terminate this Agreement and/or modify payment terms without notice in the event any one or more of the following occur; (i) Customer is adjudged insolvent; (ii) voluntary or involuntary bankruptcy proceedings commence against Customer; (iii) a court of competent jurisdiction appoints, or Customer makes an assignment of substantially all of its assets to a custodian; or (iv) if Granite determines, in its sole discretion, that there is a material change to Customer's financial stability. Furthermore, Granite may, at its sole discretion, terminate Service(s) on Granite's rebill platform in the event of non-payment or occurrence of the events described in Section 4(c)(i)-(iv).

(d) If Customer wishes to reinstate any Services with Granite, Customer may be required to pay (i) all outstanding charges from the inception of Customer's Service continuously to the current month of reinstatement, which is always paid in advance; (ii) a cash deposit, standby letter of credit and/or other security; and/or (iii) a reinstatement fee. Moreover, if Customer wishes to reinstate Customer's account, Customer will be subject to any and all installation and setup charges in effect at the time of reinstatement order placement, as well as any pertinent outstanding charges from Customer's former account.

4.3 Suspension of Services. Without prejudice to its other rights, Granite shall have the right to suspend Services immediately by written notice to Customer if Customer engages in criminal or willful tortious misconduct with regard to the Services, carries out any fraudulent activity with the intention of misleading or obtaining benefit from Granite and/or violates the AUP. Services which are within an active Service Term that are terminated due to violation of this Agreement including, without limitation, the AUP, will be assessed Early Termination Fees.

4.4 Service Terms. Service shall be subject to the Service Term set forth in any applicable Additional Terms of Service or any Service Order Documents and, except to the extent otherwise provided in such Additional Terms of Service or applicable Service Order Document, unless Services are terminated in accordance with this Agreement, Services shall automatically renew on a month-to-month basis after the completion of the initial Service Term.

## 5. Insurance.

5.1 Coverages. Except in cases where Granite provides a certificate of insurance (a.k.a., "COI") showing different kinds and amounts, Granite shall maintain from and after the Effective Date, and until the expiration or termination of this Agreement, insurance of the following kinds and amounts (either under the existing policies or by applying additional coverage available under any umbrella liability policy to the existing policies) or in the amounts required by law, whichever is greater: (a) Worker's Compensation and Employer's Liability Insurance affording (i) protection under the Worker's Compensation Law of the state in which work is to be performed or containing an all-  
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states endorsement and (ii) Employer's Liability protection subject to a limit of not less than \$1,000,000; (b) Commercial General Liability Insurance written on an occurrence basis in an amount not less than \$1,000,000 per each occurrence, which insurance shall include (i) products and completed operations liability coverage and (ii) contractual liability coverage for the liabilities assumed by Granite under this Agreement; (c) Automobile Liability Insurance for hired and non-owned vehicles in an amount not less than \$1,000,000 combined single limit; and (d) Professional Errors and Omissions Liability Insurance with a limit of \$1,000,000.

5.2 Additional Terms. All insurance policies required to be maintained under Section 5.1 shall be procured from insurance companies rated at least A-VIII or better by the then current edition of Best's Insurance Reports published by A.M. Best Co. Granite shall provide Customer with certificates of insurance evidencing the required coverage concurrently with the Effective Date and upon each renewal of such policies thereafter, as reasonably requested by Customer. This Section 5 shall in no way affect the indemnification, limitation of liability, remedy and/or warranty provisions set forth in this Agreement.

**6. RESERVED.**

**7. Limitation of Liability; Warranties.**

7.1 EXCLUSIONS.

(A) NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXPECTANCY, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, WHETHER OR NOT FORESEEABLE, OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OF ANY KIND OR INCREASED COST OF OPERATIONS, DELIVERY OF SERVICES, OR DELAY IN INSTALLATION OF SERVICES. THE LIMITATIONS OF LIABILITY SET FORTH IN THESE GENERAL TERMS OF SERVICE SHALL APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE AND WHETHER OR NOT DAMAGES WERE FORESEEABLE. THESE LIMITATIONS OF LIABILITY SHALL SURVIVE FAILURE OF ANY EXCLUSIVE REMEDIES PROVIDED IN THESE GENERAL TERMS OF SERVICE.

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General Terms of Service

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(B) GRANITE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR CLAIM ARISING OUT OF OR RELATED TO: (I) STORED, TRANSMITTED, OR RECORDED DATA, FILES, OR SOFTWARE; (II) ANY ACT OR OMISSION OF CUSTOMER, ITS USERS OR THIRD PARTIES; (III) INTEROPERABILITY, INTERACTION, OR INTERCONNECTION OF SERVICES WITH APPLICATIONS, EQUIPMENT, SERVICES, OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; OR (IV) LOSS OR DESTRUCTION OF ANY CUSTOMER HARDWARE, SOFTWARE, FILES, OR DATA RESULTING FROM ANY VIRUS OR OTHER HARMFUL FEATURE OR FROM ANY ATTEMPT TO REMOVE IT.

(C) GRANITE IS NOT RESPONSIBLE FOR ANY INFORMATION OR CONTENT TRANSMITTED OVER SERVICES. GRANITE DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED BY CUSTOMER OR ANY OF ITS END USERS, INVITEES, LICENSEES, CUSTOMERS, AGENTS, OR CONTRACTORS FROM, OR THAT IS TRANSMITTED OVER SERVICES.

7.2 LIMITATION OF LIABILITY. A PARTY'S ENTIRE LIABILITY, AND THE OTHER PARTY'S EXCLUSIVE MONETARY REMEDIES, FOR ANY DAMAGES CAUSED BY ANY SERVICE DEFECT OR FAILURE (SUBJECT TO SLAs FOR SPECIFIC SERVICES, IF ANY) OR FOR OTHER CLAIMS ARISING IN CONNECTION WITH ANY SERVICES OR OBLIGATIONS OF GRANITE UNDER THIS AGREEMENT SHALL BE AS SET FORTH BELOW:

(A) FOR BODILY INJURY OR DEATH TO ANY PERSON, OR DAMAGE TO REAL PROPERTY OR TANGIBLE PROPERTY NEGLIGENTLY CAUSED BY A PARTY OR ARISING OUT OF A PARTY'S WILLFUL ACTS OR OMISSIONS, OR DAMAGES ARISING FROM ANY BREACH OF SECTION 13 (CONFIDENTIAL INFORMATION), THE OTHER PARTY'S RIGHT TO PROVEN DIRECT DAMAGES; AND

(B) FOR LOSSES, DAMAGES, AND CLAIMS ARISING OUT OF THE DELIVERY OF SERVICES AND/OR PRODUCTS INCLUDING, BUT NOT LIMITED TO, DELAY IN THE INSTALLATION OF SERVICES OR THE PERFORMANCE OR NONPERFORMANCE OF SERVICES OR THE GRANITE EQUIPMENT SHALL BE LIMITED TO A SUM EQUIVALENT TO THE APPLICABLE OUT-OF-SERVICE CREDIT, IF ANY (PROVIDED, IN NO EVENT SHALL SUCH SERVICE CREDIT EXCEED THE AMOUNT OF CREDITS RECEIVED FROM PROVIDER(S)) AND ARE EXCLUSIVE AND LIMITED TO THOSE EXPRESSLY DESCRIBED HEREIN OR THE APPLICABLE SERVICE LEVEL AGREEMENT; AND

(C) FOR DAMAGES OTHER THAN THOSE SET FORTH IN SECTIONS 7.2(A) AND 7.2(B) AND NOT OTHERWISE EXCLUDED UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE LESSER OF (I) \$1,000,000 OR (II) THE ACTUAL BILLINGS FOR SERVICES UNDER THIS AGREEMENT FOR THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE EVENT FOR THE SPECIFIC SERVICES GIVING RISE TO SUCH CLAIM FOR DAMAGES.

7.3 EXCEPTIONS TO LIMITATION. NOTHING SET FORTH IN THIS SECTION 7 SHALL LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL CHARGES PROPERLY DUE GRANITE OR GRANITE'S RESPONSIBILITY FOR ANY CREDITS (INCLUDING SERVICE CREDITS, IF ANY) OR REFUNDS OF OVERCHARGES BY GRANITE UNDER THIS AGREEMENT.

7.4 Warranties.

(a) Granite warrants that the Services will be performed in a professional manner pursuant to generally accepted industry standards and practices for similar Services.

(b)

\*\*\*EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THESE GENERAL TERMS OF SERVICE, ANY ADDITIONAL TERMS OF SERVICE OR THE SLAs FOR A SERVICE, IF ANY, **GRANITE DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY** {999997-009/00074988-2}

**REPRESENTATION OR WARRANTY (I) OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (II) ARISING BY USAGE OR TRADE PRACTICES, COURSE OF DEALING OR COURSE OF PERFORMANCE; (III) THAT THE SERVICES ARE ERROR FREE, UNINTERRUPTED OR SECURE FROM THIRD PARTY ATTACK; (IV) THAT SERVICES ARE FREE FROM DEFECTS, FIT TO BE SOLD, WILL PERFORM IN A PARTICULAR MANNER OR SPEED OR TO A PARTICULAR STANDARD OR ANY QUALITY OF SERVICE. GRANITE MAKES NO OTHER, AND SPECIFICALLY AND EXPRESSLY DISCLAIMS ANY OTHER, IMPLIED REPRESENTATIONS, WARRANTIES OR GUARANTEES\*\*\***

(c) Granite is not ultimately responsible for the quality and/or performance of Customer-owned or provided software or hardware, including without limitation, private branch exchange, interface equipment, and/or personal computer, nor for any modifications Customer makes to any equipment supplied through Granite. Granite is not responsible for failings in individual operating systems and custom configuration of operating systems, operating system components, software, hardware, and/or inside wiring. Granite agrees to use commercially reasonable efforts to provide an equitable solution to Customer. Any mention of non-Granite products or services by Granite and its employees or agents is for information purposes only and does not constitute an endorsement or recommendation by Granite. Granite disclaims any and all liabilities for any representation or warranty made by the vendors of such non-Granite Services.

7.5 Third Parties. No contract, subcontract, or other agreement entered into by either Party with any third party in connection with the Services (including any such agreement assigned by Customer to Granite) shall provide for any indemnity, guarantee, assumption of liability and/or other obligation of/by the other Party to this Agreement with respect to such arrangements, except as consented to in writing by the other Party. This Agreement does not expressly or implicitly provide any third party (including Authorized Users) with any remedy, claim, liability, reimbursement, cause of action and/or other right or privilege. Customer and Granite intend that this Agreement shall not create any right or cause of action in or on behalf of any person or entity other than Customer or Granite.

7.6 Other Matters. For purposes of all remedies and limitations of liability set forth in this Agreement: (a) "Granite" and references to it as a "Party" means Granite, its Affiliates, and its and their employees, directors, officers, agents, representatives, subcontractors, Providers, and suppliers and (b) "Customer" and references to it as a "Party" means Customer, its Affiliates, and Authorized Users, and its and their respective employees, directors, officers, agents, and representatives.

8. Force Majeure. Neither Party shall be liable under this Agreement for delays, failures to perform, damages, losses or destruction, or malfunction of any equipment, or any consequence thereof, caused by, or due to, an Act of God, fire, earthquake, flood, wind, water, the elements, geographic or climatic conditions, third party labor disputes, power failures, explosions, civil disturbances, riots, acts of terrorism, governmental actions or orders, shortages of equipment or supplies, unavailability of transportation, acts or omissions of third parties, or any cause beyond its reasonable control (a "Force Majeure"), provided, however, the foregoing shall not excuse a Party from its obligations to make payments when due under this Agreement. Nonperformance of Granite and/or its Provider(s) will be excused to the extent that performance is rendered impossible by a Force Majeure and shall suspend Granite's and/or its Provider(s)' obligations under this Agreement with respect to such Services until such Force Majeure ceases.

## 9. Governing Law; Jurisdiction; Arbitration.

9.1 Governing Law. This Agreement, and all claims and disputes arising hereunder or related hereto, will be governed by and construed in accordance with the laws of the State of Texas, without reference to choice of laws, rules, or principles.

(b) Notwithstanding anything to the contrary set forth in Section 9.3(a), the Parties acknowledge and agree that any breach or threatened breach of this Agreement, including, without limitation, Section 13 is likely to cause the non-breaching Party irreparable harm for which money damages may not be an appropriate or sufficient remedy. Each Party therefore agrees that the other Party is entitled to receive injunctive relief or other equitable relief to remedy or prevent any breach or threatened breach of this Agreement. Such remedy is not the exclusive remedy for any such breach or threatened breach, but is in addition to all other rights and remedies available at law or in equity.

**10. Notice.** Notices from a Party concerning this Agreement must be written and delivered to the other Party at the address shown below (i) in person, (ii) by certified mail, return receipt requested, or (iii) by traceable overnight delivery. Notice will be effective upon delivery to the address shown below:

If to Granite:	Granite Telecommunications, LLC 1 Heritage Drive Quincy, MA 02171 Attention: Legal Department
If to Customer:	To the mailing/billing address set forth on Service Order Documents or as otherwise specifically provided by Customer to Granite

Notwithstanding the foregoing, notices with respect to the day to day use of Services by Customer may be communicated via email.

**11. Independent Contractor; Work on Customer Premises.**

11.1 Relationship of the Parties. Granite's relationship to Customer in performing this Agreement is that of an independent contractor. The personnel performing services under this Agreement shall at all times be under Granite's exclusive direction and control and shall be employees or subcontractors of Granite and not Customer. Granite shall pay all wages, salaries, benefits and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters. Granite acknowledges and agrees that Granite is solely responsible to, and shall, collect, pay and withhold all federal, state or local employment taxes, including, but not limited to, income tax withholding, unemployment taxes and social security contributions for Granite's personnel, and that Customer shall have no obligation or liability with respect thereto. Any and all such taxes, interest or penalties, including, but not limited to, any federal, state or local withholding or employment taxes, imposed, assessed or levied as a result of this Agreement will be paid or withheld by Granite or, if assessed against and paid by Customer, will be reimbursed by Granite upon demand by Customer.

11.2 Granite's Employees.

(a) Granite's employees, agents and subcontractors shall, whenever on Customer's premises, obey all reasonable instructions and security procedures and any other reasonable processes, policies, standards, procedures and directions issued by Customer.

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(b) Granite shall require its employees to satisfy a commercially reasonable background investigation at the time of hiring, which may consist of any or all of the following: confirmation of identity and personal information, social security verification, verification of all education beyond high school, credit report, employment verification, and/or criminal record searches.

**12. Records and Audit Rights.** Granite agrees to maintain accurate business records, books and account information relating to the Services purchased by Customer under this Agreement, including records relating to shipping, billing and payments, and to retain the same for a period of at least three (3) years from the date of the last invoice for the applicable Service or for such longer periods as required by applicable law.

**13. Confidentiality and Proprietary Information.**

13.1 Confidentiality. Any and all information concerning the businesses of either Party provided by disclosing Party to the other Party, specifically including but not limited to pricing and other terms of the relationship between the Parties, including the terms contained this Agreement, whether or not labeled as “confidential,” “proprietary” or with words of similar effect, shall be considered confidential and proprietary by the other Party, and each Party hereby agrees that it will not permit the use or disclosure of any such information of the other Party, unless such use or disclosure is required by law or is authorized by such other Party. The restrictions on duplication and use of information in this Section shall not apply to any particular item of information that is (a) independently developed by the Party receiving such information without reference to such information; (b) is generally known to the public not through disclosure by the receiving Party; or (c) was received from a third party without any obligation or restriction on use or disclosure of such information. Notwithstanding anything to the contrary contained herein, the terms and conditions of any confidentiality agreement executed by the Parties prior to the Effective Date shall survive the Effective Date and shall remain in force and effect and are incorporated herein by reference.

13.2 Intellectual Property. Customer agrees that Granite owns and retains all right, title and interest in and to all of Granite’s owned or licensed intellectual property; including but not limited to, any and all derivative or collateral thereof (“Granite IP”) and acknowledges that Granite IP and the registration thereof are good, valid and enforceable in law and equity. Customer will not engage directly or indirectly in any activities which may contest, dispute or otherwise impair the right, title and interest of Granite in and to Granite IP. Granite shall own and retain all right, title and interest in and to all works, methods, processes, software, materials, and know-how developed by Granite pursuant to or in connection with the Agreement (“Deliverables”). Granite retains all right, title and interest in and to any and all of its software, software development tools, know how, methodologies, processes, technologies or algorithms used in providing the Services which are based upon trade secrets or confidential or proprietary information of Granite or otherwise owned or licensed by Granite, whether or not incorporated into any Deliverables. Except as otherwise provided for herein, upon expiration or termination of the Agreement for any reason, any licenses shall cease. Customer is expressly prohibited from improving or modifying any Granite IP. Any such improvements or modifications made to Granite IP by or on behalf of Customer shall be a “work made for hire” and Customer shall assign all proprietary rights thereto, including copyrights, patents and trade secrets, to Granite. Customer agrees to execute any documents reasonably requested by Granite to secure and protect the proprietary rights and ownership thereof by Granite. Except with the consent of Granite, Customer shall not use any Granite trademark(s) (whether registered or common law marks), including, but not limited to, in advertising or marketing and shall not register any trademark(s) that is substantially similar to a trademark owned by Granite. Granite shall own and retain all right, title, and interest in and to the web portal website and all Granite documentation associated therewith and with the Services. To the extent, if any, provided by Granite as part of the Services, Customer agrees (a) not to reproduce, modify, translate, transform, decompile, reverse engineer, disassemble, or otherwise determine or attempt to determine the source code of any Granite or other third party software or permit or authorize any third party to do so; and (b) that Granite provides, and Customer accepts, such software “as is” with no express or implied warranties, including merchantability, title, non-infringement or fitness for particular use. For purposes of this Section 13, “Granite” shall include Granite and its Affiliates.

**14. Miscellaneous.**

14.1 Entire Agreement. This Agreement sets forth the entire understanding of the Parties and supersedes any and all prior agreements, representations and understandings relating to the subject matter hereof.

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14.2 Amendment. Except with respect to Granite tariffs, which are covered by notice requirements imposed by regulatory authorities and applicable law, unless notice of changes to these General Terms of Service, Additional Terms of Service or any other website terms and conditions are otherwise communicated to Customer (as set forth below), such changes will become effective and binding on Customer on the date such changes are posted on Granite's website. No changes made by Granite shall serve to constitute a default or termination by Granite of the Agreement, nor shall such changes serve to be a basis for Customer's termination of any Services or the Agreement. Notice of such changes may be furnished by (a) a message included with the invoice; (b) a postcard, letter or other mailing; (c) calling and speaking to Customer's representatives; (d) e-mail; and/or (e) posting the changes on Granite's website.

14.3 Severability. If any provision of this Agreement or part of said provision is determined to be invalid or unenforceable, this Agreement will be construed as if it did not contain such provision or part thereof.

14.4 Waiver. The failure of a Party to insist upon strict performance of any provision of this Agreement in any one (1) or more instances will not be construed as a waiver or relinquishment of such provision and the same will remain in full force and effect.

14.5 Assignment. Neither Party may assign this Agreement, in whole or in part, without the other Party's written consent (which will not be unreasonably withheld, delayed and/or conditioned), provided, however, that no such consent is required in connection with (a) a merger, reorganization or sale of all, or substantially all, of such Party's assets or equity securities or (b) either Party's assignment of this Agreement in its entirety to an affiliate, provided, in the case of Customer, Customer shall remain liable for obligations under this Agreement unless specifically agreed to by Granite. Any attempt to assign this Agreement other than as permitted above is void. This Agreement is binding upon and inures to the benefit of the Parties and their respective successors and permitted assigns.

14.6 Joint Product. This Agreement shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.7 English as a Language. Customer agrees to have this Agreement and all other contracts, invoices, correspondence and any and all other documents, agreements and writings in the English language. Le Client s'engage à avoir le compromis et tous autres contrats, les factures, toutes correspondances ainsi que tous autres documents ou accords écrits dans la langue anglaise. The Parties have specifically required that this Agreement and all related documents be drafted and executed in English.

14.8 Compliance with Laws. The Parties agree to comply in all material respects with the requirements of all laws, orders, writs, injunctions, regulations and decrees applicable to it or to its business or property. Customer acknowledges and agrees that certain voice services are subject to laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules, and regulations applicable to such Services as may be amended from time to time.

14.9 Additional Terms and Conditions. The Parties acknowledge and agree that applicable tariff(s), the Additional Terms of Service, and the AUP are incorporated herein by reference and are binding on the Parties. The Parties also acknowledge and agree that, in addition to the terms and conditions set forth in this Agreement, in any instance where Granite provides Services using a Provider(s) or as an agent or broker of another provider/carrier, additional terms and conditions as set forth by such Provider(s) or other underlying provider(s)/carrier(s) may apply.

14.10 Survival. Notwithstanding anything to the contrary contained herein, any term or provision which by its nature extends beyond expiration or termination of the Agreement shall survive any such expiration or termination and remain in effect until fulfilled and shall apply to respective successors and assigns.

**Attachment A**  
**Definitions**

“Additional Terms of Service” means additional terms and conditions applicable to a specific service and/or product including as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

“Affiliate” means any entity directly or indirectly controlling, controlled by or under common control with a Party. For purposes of this definition, such control means the direct or indirect power to vote fifty percent (50%) or more of the securities or comparable interests for the election of directors or other managing persons of the controlled entity.

“Agreement” means these General Terms of Service, any Additional Terms of Service, Service Order Documents, and/or other written document(s) approved by Granite, including any incorporated attachments, appendices, schedules, and/or exhibits, provided to or executed by Customer, and any applicable tariffs, if any.

“AUP” means Granite’s Public Privacy Policy and related acceptable use policies as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

“Authorized User” means (a) Customer or (b) any Affiliate of Customer that uses Services offered under the Agreement and provided that Customer agrees to remain financially responsible for such Affiliate’s payment obligations for such Services.

“Business Day” means Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day as celebrated in the United States.

“Core Network” means Granite’s core network and associated equipment utilized to provide and deliver On-Net Services, whether owned, leased or otherwise obtained by Granite, between the points where traffic enters the core network equipment and the point where it leaves Granite’s core network equipment.

“CPE” means customer premises equipment.

“CSR” means customer service record.

“Damages” means, collectively, all injury, claims, damage, liability, loss, penalty, reasonable attorneys’ fees and costs, interest and expense incurred by a Party.

“Demarcation Point” means the network interface point where Granite and/or its Provider(s) hands off a Service to Customer, and which delineates where responsibility for the Parties’ respective networks, equipment and/or maintenance obligations begin and end.

“Early Termination Fee” means an amount charged to Customer by Granite if Customer terminates any specific Service prior to the end of such Services’ initial minimum Service Term or any renewal Service Term selected by Customer. The Parties agree that the Early Termination Fee is not a penalty but is liquidated damages.

“Effective Date” means the date on which Customer (a) submits a service order for Service; (b) executes a Service Order Document or other written document accepted by Granite; and/or (c) begins receiving Services without Service Order Documents.

“General Terms of Service” means these General Terms and Conditions of Service applicable to all Services as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

“Internet-Based Services” means all Services which utilize the Internet, including, without limitation, VoIP Services (including Hosted PBX Services, SIP Trunking Services and SIP PRI Services), MPLS Services, and/or Analog Replacement Services.

“MRC” means monthly recurring charge.

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“Off-Net Services” means any services and/or products provided by a third party, including Providers.

“On-Net Services” means the owned or leased facilities controlled by Granite, including the Core Network.

“Party” means Customer or Granite.

“Parties” means together, Customer and Granite.

“Provider” means one of Granite’s underlying carriers, providers and/or vendors that provide Services which Granite provides to Customer.

“Provider Equipment” means telecommunications and data devices, apparatus and associated equipment owned, leased, or otherwise obtained by Granite and/or its Provider(s) to provide Services.

“Rates and Charges” means the rates, charges, and/or fees for a Service, as modified from time to time as permitted under or required by the Agreement.

“Rebill Service(s)” (a.k.a., “Rebill” or “rebill”) means where Granite does not provide the underlying service itself to the Granite Customer (e.g., on Granite’s wholesale or resale platforms), but instead Granite provides a billing-agent like service to the Granite Customer by adding the Customer’s other provider(s) services charges (from the Customer’s other provider’s invoice) to the Customer’s Granite invoice for Customer’s convenience, for a fee, and Customer then pays Granite for those “rebilled” services and Granite, in turn, remits payment to the appropriate provider(s) on Customer’s behalf. In cases where Granite provides Rebill Services to a Customer, Granite is not the carrier of record for the services (the other provider(s) remains so), accordingly, the Customer continues to be ultimately responsible to its other respective provider(s) vis-à-vis the services (including for paying the providers for the services) and must continue to interact directly with its other provider(s) to manage the services, e.g., to make service changes and to terminate the services. As such, Granite explicitly disclaims any responsibility for the services other than to fulfill Granite’s limited rebill function where Granite remits payments, received by Granite from the Customer, to the appropriate other provider(s). Further, to successfully effectuate Rebill Services, Customer must agree to complete and provide to Granite necessary documentation if/as required, e.g., short Granite forms and other provider(s) forms.

“Services” means any and all products and services offered by Granite, including, without limitation, local exchange telecommunications services, long distance service, broadband services, MPLS and/or private networking services, dedicated internet services, installation, network integration services and inside wiring services, equipment and related licenses, and/or any other services and/or products that are provided by Granite to Customer.

“Service Order Document” means any quotes, service order forms, and commercial account form(s) and letter(s) of agency/agreements relating to specific Services.

“Service Start Date” means the date that a specific Service(s) is made available (e.g., the date a circuit is delivered to a location), unless Customer within five (5) days notifies Granite of any service affecting deficiency in the specific Services. If no notification is received or if Customer fails to perform testing, Customer shall be deemed to have accepted the Service(s). In the event Customer notifies Granite of a service-affecting deficiency, Granite shall investigate and correct such deficiency within a reasonable time period. Granite shall begin billing for monthly recurring charges on the later of (i) on the date the Service is made available; or (ii) in the event of a valid, service-affecting deficiency, the day immediately following the date on which such deficiency was resolved.

“Service Term” means specific term of an individual circuit or service included as part of the Service.

“SLA” means service level agreement as set forth at [www.granitenet.com/Legal](http://www.granitenet.com/Legal).

**Attachment B**  
**Internet-Based Services – Additional Terms and Conditions of Service**

These Internet-Based Services Additional Terms and Conditions of Service (these “Internet Terms of Service”) state important requirements regarding the use of Internet-Based Services, provided by Granite and/or its affiliates through the Core Network and Granite’s contracts with its Provider(s), by Customer and any of its end users, invitees, licensees, customers, agents or contractors. These Internet Terms of Service state certain of Customer’s and Granite’s duties, obligations and rights. Customer should read them carefully as they contain important information. IF CUSTOMER DOES NOT AGREE TO THESE INTERNET TERMS OF SERVICE, CUSTOMER MAY NOT USE INTERNET-BASED SERVICES AND CUSTOMER MUST TERMINATE USE OF SUCH INTERNET-BASED SERVICES IMMEDIATELY. These Internet Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Internet-Based Services:

1. **Disclaimers.** Customer acknowledges and agrees that certain voice services are subject to certain laws, rules and regulations which may require Customer action and the addition of certain features including but not limited to E911 dialing without a pre-fix, outbound notifications for E911 and dispatchable location registration. Customer acknowledges that it is fully responsible for compliance with end user laws, rules and regulations applicable to such voice services as may be amended from time to time. Customer acknowledges and agrees that certain Internet-Based Services, including, without limitation, VoIP Services, ordered through Granite may not operate in the same manner as traditional wireline phone service and that the following terms and conditions apply with respect to such Internet-Based Services, including VoIP Services: (a) such Internet Based Services are designed only for use with a compatible PBX or similar advanced telephone system; (b) such Internet Based Services only support Granite’s local, intralata toll, interstate long distance and International voice services; (c) such Internet-Based Services DO NOT support auto dialers, predictive dialers, telemarketing applications, modems, credit card process, heavy faxing or alarm lines and elevator lines (only POTS lines, or POTS replacement services with these specific functionalities, such as EPIK, should be used for these purposes); (d) a qualified vendor must install the equipment and service at Customer’s sole expense and Granite will not process any order without a qualified vendor involved in the installation process; and (e) Granite requires that Customer provide a complete list of all phone numbers to be ported, any numbers omitted from the list may result in those numbers not being ported at the time of circuit turn-up. Granite will attempt to retrieve CSRs from the existing provider(s) but cannot guarantee its ability to obtain such CSRs. Customer agrees to provide Granite with complete CSRs, if requested.

2. **911 Services.**

2.1 CUSTOMER ACKNOWLEDGES AND AGREES THAT SOME OF THE SERVICES PROVIDED BY GRANITE, INCLUDING VoIP SERVICES, ARE INTERNET-BASED SERVICES AND THAT 911 SERVICES ON INTERNET-BASED SERVICES ARE DIFFERENT THAN THAT OF TRADITIONAL WIRELINE SERVICE. FOR BASIC 911 OR E911 TO BE ACCURATELY ROUTED TO THE APPROPRIATE EMERGENCY RESPONDER, CUSTOMER MUST PROVIDE GRANITE WITH THE TELEPHONE NUMBER(S) ASSOCIATED WITH SUCH INTERNET-BASED SERVICES FOR THE REGISTERED ADDRESS.

2.2 CUSTOMER ACKNOWLEDGES THAT INTERNET-BASED SERVICES, INCLUDING, WITHOUT LIMITATION, VoIP SERVICES, MAY NOT SUPPORT BASIC 911 OR E911 DIALING IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE. CUSTOMER AGREES TO INFORM THIRD PARTIES OF THE POTENTIAL COMPLICATIONS ARISING FROM BASIC 911 OR E911 DIALING. SPECIFICALLY, CUSTOMER ACKNOWLEDGES AND AGREES TO INFORM ALL EMPLOYEES, GUESTS, AND OTHER THIRD PERSONS WHO MAY USE SUCH INTERNET BASED SERVICES THAT BASIC 911 AND E911 SERVICES WILL NOT FUNCTION IN THE CASE OF A SERVICE FAILURE FOR ANY OF THE FOLLOWING REASONS: (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED SERVICE; (III) SUSPENSION OF SERVICES DUE TO BILLING ISSUES; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT FAILURE TO PROVIDE A CORRECT PHYSICAL ADDRESS IN THE REQUISITE FORMAT MAY CAUSE ALL BASIC 911 OR E911 CALLS TO BE ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER. FURTHERMORE, CUSTOMER RECOGNIZES THAT USE OF SUCH INTERNET-BASED SERVICES FROM A LOCATION OTHER THAN THE LOCATION TO WHICH THE SERVICE WAS ORDERED, I.E., THE {999997-009/00074988-2}

“REGISTERED ADDRESS,” MAY RESULT IN BASIC 911 OR E911 CALLS BEING ROUTED TO THE INCORRECT LOCAL EMERGENCY SERVICE PROVIDER.

2.3 CUSTOMER IS REQUIRED TO REGISTER THE PHYSICAL LOCATION OF THEIR EQUIPMENT (I.E., IP PHONE, SOFTPHONE, DIGITAL TELEPHONE ADAPTER OR VIDEOPHONE, ETC.) WITH GRANITE AND AGREES TO UPDATE AND PROVIDE PRIOR WRITTEN NOTICE TO GRANITE OF THE LOCATION OF SUCH EQUIPMENT WHENEVER THE PHYSICAL LOCATION OF SERVICE FOR A PARTICULAR TELEPHONE NUMBER CHANGES.

2.4 CUSTOMER ACKNOWLEDGES AND AGREES THAT NEITHER GRANITE, ITS PROVIDERS, NOR ANY OTHER THIRD PARTIES INVOLVED IN THE ROUTING, HANDLING, DELIVERY, OR ANSWERING OF EMERGENCY SERVICES OR IN RESPONDING TO EMERGENCY CALLS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES) AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER. CUSTOMER FURTHER AGREES AND ACKNOWLEDGES THAT CUSTOMER IS INDEMNIFYING AND HOLDING HARMLESS GRANITE FROM ANY CLAIM OR ACTION FOR ANY CALLER PLACING SUCH A CALL WITHOUT REGARD TO WHETHER THE CALLER IS AN EMPLOYEE OF CUSTOMER. CUSTOMER ACKNOWLEDGES AND AGREES TO HOLD HARMLESS AND INDEMNIFY GRANITE FROM ANY CLAIM OR ACTION, ARISING OUT OF OR RELATING TO, MISROUTES OF ANY 911 CALLS, OR WHETHER LOCAL EMERGENCY RESPONSE CENTERS OR NATIONAL EMERGENCY CALLING CENTERS ANSWER A 911 CALL OR HOW THE 911 CALLS ARE HANDLED BY ANY EMERGENCY OPERATOR INCLUDING OPERATORS OF THE NATIONAL CALL CENTER. THE LIMITATIONS SET FORTH HEREIN APPLY TO ALL CLAIMS REGARDLESS OF WHETHER THEY ARE BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, PRODUCT LIABILITY, TORT AND/OR ANY OTHER THEORIES OF LIABILITY.

3. **Alarm Systems.** TO THE EXTENT THAT GRANITE PROVIDES INTERNET-BASED SERVICES WHICH CUSTOMER UTILIZES FOR TRANSMISSION OF ALARM SYSTEM SIGNALS, CUSTOMER ACKNOWLEDGES THAT GRANITE IS NOT RESPONSIBLE FOR THE FUNCTIONALITY OF SUCH ALARM SYSTEMS AND SIGNALS. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES ARE NOT INFALLIBLE. CUSTOMER SPECIFICALLY ACKNOWLEDGES THAT GRANITE DOES NOT REPRESENT OR WARRANT THAT THE TRANSMISSION OF ALARM SIGNALS WILL NOT BE INTERRUPTED, CIRCUMVENTED OR COMPROMISED. IF INTERNET BASED SERVICES ARE NOT OPERATIVE, NO ALARM SIGNALS CAN BE RECEIVED BY THE MONITORING STATION. CUSTOMER UNDERSTANDS THAT INTERNET-BASED SERVICES MAY BE IMPAIRED OR INTERRUPTED BY ATMOSPHERIC CONDITIONS, INCLUDING ELECTRICAL STORMS, POWER FAILURES OR OTHER CONDITIONS AND EVENTS BEYOND GRANITE’S CONTROL. THE USE OF INTERNET-BASED SERVICES MAY PREVENT FROM THE TRANSMISSION OF ALARM SIGNALS AT ANY TIME, AND/OR INTERFERE WITH THE TELEPHONE LINE-SEIZURE FEATURES OF CUSTOMER’S ALARM SYSTEM. IN THE EVENT CUSTOMER ELECTS TO USE INTERNET-BASED SERVICES FOR ALARM LINES; CUSTOMER IS RESPONSIBLE FOR HAVING THESE SERVICES TESTED BY AN AUTHORIZED ALARM INSPECTION COMPANY TO ENSURE SIGNAL TRANSMISSION FEATURES ARE OPERATIONAL. THESE FEATURES INCLUDE BUT ARE NOT LIMITED TO PROPER FUNCTIONING OF LINE SEIZURE AND THE SUCCESSFUL TRANSMISSION OF SIGNALS TO THE MONITORING STATION. CUSTOMER ACCEPTS FULL RESPONSIBILITY FOR ALARM SYSTEM COMPLIANCE WITH THE AUTHORITY HAVING JURISDICTION.

**ANALOG REPLACEMENT SERVICES  
ADDITIONAL TERMS AND CONDITIONS OF SERVICE**

These Analog Replacement Services Additional Terms and Conditions of Service (these “Analog Replacement Terms of Service”) state important requirements regarding the use by Customer and any of its end users, invitees, licensees, customer, agents, or contractors of Analog Replacement Services offered by Granite and/or its affiliates through contracts with its Provider(s) and/or subcontractors. These Analog Replacement Terms of Service state certain of Customer’s and Granite’s duties, obligations, and rights. Customer should read them carefully as they contain important information. These Analog Replacement Terms of Service are in addition to the General Terms of Service.

The following additional terms and conditions are applicable to all Analog Replacement Services:

**1. Services.**

1.1 Analog Replacement Services (as may be referred to as “EPIK”) shall mean and consist of (i) CPE that includes patented technology that allows analog / TDM signals / lines to be reported by a system that uses a cellular communication (i.e., wireless) and/or wireline service to connect to the internet, a central station, or other monitoring service or receiving destination or some other destination; and (ii) Software/Port License(s) (the “Port License”). Analog Replacement Services uses include but are not limited to: (i) Life-Safety lines including but not limited to fire alarm panels, elevator phones and burglar alarms; (ii) POS systems; (iii) intercom & OH paging gate entry; (iii) analog fax lines; (iv) T1 PRI /SIP Trunking; (v) voice lines; and (vi) Internet fail over.

1.2 Subject to the terms of this Service Schedule, CPE and Port Licenses shall be provided by Granite subject to a monthly recurring charge as provided in this Service Schedule, Service Order Documents, or as communicated to Customer at the time of ordering.

(a) Customer agrees to (a) use such CPE only for Analog Replacement Services provided by Granite and not for any other purpose; (b) comply with all documentation, including any manufacturer’s instructions; and (c) take reasonable measures to protect and care for CPE. Customer is responsible for loss, damage, or destruction to CPE. Promptly upon notice from Granite, Customer shall eliminate any hazard, interference, or Service obstruction that any such CPE is causing or may cause as determined by Granite. If Customer fails to comply with the provisions herein, Granite may suspend services. Within thirty (30) days of disconnection of Analog Replacement Services, Customer agrees to return the associated CPE to Granite in good, working condition, ordinary wear and tear excepted, otherwise Customer shall be liable for the replacement cost of such CPE. Customer may request that Granite dispatch a technician to reclaim CPE upon disconnection of associated Analog Replacement Services subject to an additional one-time charge per dispatch.

(b) Granite grants to Customer a limited, non-exclusive, non-transferable, non-sublicensable, revocable license for permitted use of the Port License in accordance with the terms hereof. Intellectual property rights in the Port License, CPE, and any other software and operating licenses provided in conjunction with Analog Replacement Services shall remain with Granite or the underlying Provider, as the case may be. Customer shall not, nor shall it encourage others to, reverse engineer, de-compile, disassemble, or otherwise derive source code from software and/or operating licenses and CPE.

1.3 Unless otherwise agreed to by Granite, Granite is not responsible for any cross-connect services required to connect the CPE to Customer’s existing telecommunications infrastructure or devices.

1.4 Access. To the extent construction and/or additional Underlying Rights (as defined below) are required to complete the Analog Replacement Services, Customer shall use commercially reasonable efforts to assist Granite in obtaining such Underlying Rights, as necessary. In the event Granite is unable to obtain any necessary Underlying Rights without incurring additional costs, unless Customer bears the costs of obtaining such Underlying Rights, Granite may terminate/cancel the affected Analog Replacement Services and shall incur no liability to Customer hereunder. Granite shall not be deemed to be in breach of the Agreement for its failure to meet any anticipated installation or delivery date if such failure is caused, in whole or in part, by (i) Force Majeure; (ii) failure to obtain, or delay in obtaining, any required Underlying Rights; (iii) construction delays; or (iv) any other circumstances beyond the control of Granite. “Underlying Rights” means any and all agreements, licenses, conduit use agreements, pole

attachment agreements, leases, easements, access rights, rights-of-way, franchises, permits, governmental and regulatory approvals and authorizations, and other rights, consents, and approvals that are necessary to construct, install, and repair Analog Replacement Services provided by Granite. Upon expiration or termination of the applicable Service Term, Customer shall grant Granite access to the premises as necessary to enable Granite to remove the CPE and any elements of the Core Network.

1.5 **WARRANTY.** Granite warrants its work and materials against defects for one (1) year from the date of completion. Products or CPE provided as part of the proposal shall carry the manufacturer's warranty and shall not be covered under any Granite warranty.

**\*\*\*Except as specifically provided herein, GRANITE MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND ALL OTHER WARRANTIES ARE SPECIFICALLY AND EXPRESSLY EXCLUDED, INCLUDING ANY WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR PARTICULAR OR SPECIAL PURPOSES. GRANITE SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY SPECIAL EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE CAUSE.\*\*\***

Granite's sole liability shall be discharged by replacing or repairing any part or parts which may prove defective under normal and proper use, within the effective period of the warranty, if shown to be defective by proper evidence submitted to Granite. In the event any parts and/or structural appurtenances of a product are altered or modified without the express written consent of Granite, any and all warranties shall immediately cease and terminate. Customer acknowledges and agrees that the limited warranty provided herein shall constitute the entire warranty, all other warranties being expressly disclaimed, and that the limited remedies provided herein shall constitute the sole and exclusive remedy for any breach of the limited warranty provided herein. Response for warranty repair services shall be during normal business hours Monday through Friday. Prevailing labor rates shall be used for charges not covered under the warranty conditions.

1.6 **Additional Terms and Conditions of Service.** If Granite-provided Broadband, Access, Mobility and/or Granite Managed Network Services are utilized in connection with the Analog Replacement Services, the Additional Terms and Conditions of Services shall apply to those additional terms. See additional terms of Service (set forth as part of the Agreement and/or at <https://www.granitenet.com/legal>).

## **2. Customer Responsibilities.**

2.1 Customer acknowledges and agrees that Granite is not responsible for monitoring and/or maintaining Analog Replacement Services or CPE provided in conjunction with Analog Replacement Services. More specifically, Granite is not responsible for any central station monitoring or other alarm services for fire, burglary or any other life safety, security or protection systems or equipment. It is recommended that Customer check its central station monitoring service provider communicator regularly (but no less than monthly) to be sure that it is properly functioning. Customer is responsible for complying with all applicable laws, regulations, and requirements regarding the use of Analog Replacement Services, including for any change in the applicable fire rating bureau, agency, central station, and applicable laws and regulations.

2.2 Customer acknowledges that Analog Replacement Services transmit alarms by telephone, radio, cable, or microwave, and that none of such services are infallible. In addition, Customer specifically understands and acknowledges that the transmission of signals may be interrupted, circumvented, or compromised. Customer further understands and acknowledges that the CPE is a non-supervised reporting device.

2.3 Customer is responsible to provide approvals, permits, and consents from any government and/or other authority as may be required for the performance and installation of CPE under this Service Schedule and any applicable Service Order Documents.

2.4 Each port on the EPIK CPE is intended to support a single line of service / functionality only. Lines that share ports may not function appropriately and/or may interfere with or prevent critical communication from occurring. Customer agrees that it will not utilize a single port for multiple lines of service or functionality ("line share") and will consult with Granite before engaging in multiple uses for single ports.

2.5 Fire panel deployments require Contact ID protocol. If proprietary protocols need to be changed and/or reconfigured, and Customer does not pre-authorize such re-configuration, Customer shall be responsible for contacting the appropriate fire panel monitoring company/alarm company to arrange such reconfiguration prior to installation.

2.6 EPIK includes dual SIM cards and diverse cellular connections. Certain jurisdictions may require wireline connections for certain applications (Fire / Life Safety) and wireline connections may be necessary to furnish service at certain locations. EPIK connects to existing LAN / wireline resources. EPIK operates through private tunneled connections and does not require any inbound firewall changes at customers' premises. Granite can provide compatible wireline connections for an additional fee.

### 3. **RESERVED.**

4. **Liability Disclaimer.** ANALOG REPLACEMENT SERVICES AND THE ASSOCIATED CPE ARE PROVIDED AS IS. GRANITE'S ENTIRE LIABILITY AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM ARISING OUT OF CUSTOMER'S USE OF THE ANALOG REPLACEMENT SERVICES ARE TO HAVE GRANITE REPAIR OR REPLACE ANY GRANITE-PROVIDED CPE IF IT IS DEFECTIVE. CUSTOMER ACKNOWLEDGES AND AGREES THAT (A) ANALOG REPLACEMENT SERVICES AND CPE MAY NOT OPERATE IN THE SAME MANNER AS TRADITIONAL WIRELINE PHONE SERVICE AND THAT FOR BASIC EMERGENCY SERVICES TO BE ACCURATELY ROUTED CUSTOMER MUST NOTIFY THE APPROPRIATE EMERGENCY RESPONDER(S), INCLUDING BUT NOT LIMITED TO, THE APPROPRIATE CENTRAL STATION THAT CUSTOMER IS REPLACING ITS TRADITIONAL WIRELINE SERVICE WITH THE ANALOG REPLACEMENT SERVICES; (B) NEITHER GRANITE NOR ITS VENDORS, PROVIDERS OR SUBCONTRACTORS, NOR THEIR RESPECTIVE MEMBERS, MANAGERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, MAY BE HELD LIABLE FOR ANY CLAIM, DAMAGE, LOSS, FINE, PENALTY OR COST (INCLUDING, WITHOUT LIMITATION, ATTORNEYS FEES), AND CUSTOMER HEREBY WAIVES ANY AND ALL SUCH CLAIMS OR CAUSES OF ACTION, ARISING FROM OR RELATING TO THE PROVISION OF ALL TYPES OF EMERGENCY SERVICES TO CUSTOMER; (C) THERE IS NO GUARANTEE THAT GRANITE PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT NETWORKS OR SYSTEMS REQUIRED TO SUPPORT GRANITE PROVIDED CPE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE ANALOG REPLACEMENT SERVICES OR GRANITE PROVIDED CPE WILL MEET CUSTOMER'S REQUIREMENTS; AND (C) CERTAIN EMERGENCY SERVICES MAY NOT FUNCTION IN THE CASE OF A SERVICE FAILURE, INCLUDING BUT NOT LIMITED TO (I) POWER FAILURES; (II) SUSPENDED OR TERMINATED INTERNET ACCESS SERVICE; (III) FAILURE TO NOTIFY THE APPROPRIATE CENTRAL STATION AND/OR EMERGENCY RESPONDERS; AND/OR (IV) ANY OTHER SERVICE OUTAGES NOT DESCRIBED HEREIN.

5. **Rates and Charges.** The Rates and Charges for Analog Replacement Services are set forth in the applicable Service Order Document(s) or as otherwise communicated to Customer at the time of ordering such Analog Replacement Services and may vary depending on CPE, Port Licenses, geographic location, underlying infrastructure and equipment at the Customer's premises, and/or other costs required to access facilities at each Customer's location and provide the Analog Replacement Services to Customer. Customer may elect to self-install pre-activated units, or Granite may install subject to an additional charge as provided for in the applicable Service Order Documents.

6. **Service Term.** The initial minimum Service Term of all Analog Replacement Services shall begin on the Service Start Date and shall be as set forth in the applicable Service Order Document or other writing accepted by Granite, provided, notwithstanding the foregoing, all Analog Replacement Services shall be deemed to have committed to an initial minimum Service Term of at least thirty-six (36) months unless otherwise expressly agreed to by the Parties in writing. After the end of the initial minimum Service Term selected by Customer and, if applicable,

any renewal Service Term(s) selected by Customer, the Service Term shall automatically renew and continue on a year-to-year basis unless (i) the parties agree otherwise, (ii) Customer provides written notice to Granite at least thirty (30) days prior to the end of the then-current Service Term, or (iii) Analog Replacement Service is otherwise terminated in accordance with the Agreement and this Service Schedule.

#### **7. Cancellation Fees; Early Termination Fees.**

7.1 **Cancellation Fees.** In the event Customer cancels all or any portion of any order for Analog Replacement Services after ordering such Services but prior to the Service Start Date, then Customer shall pay to Granite, immediately upon demand, a cancellation fee consistent with Section 3.5 of the General Terms and Conditions.

7.2 **Early Termination Fees.** If any specific Analog Replacement Services or the Agreement is disconnected or terminated after the Service Start Date but prior to the end of the initial minimum Service Term or any renewal Service Term selected by Customer, Customer shall be charged an Early Termination Fee in an amount equal to: (a) 100% of the monthly recurring charges for the remaining number of months (or portions thereof) under the then-current Service Term of the specific Analog Replacement Services (including the remaining portion of any amortized CPE), plus (b) any and all outstanding funds due to Granite at the time of termination, including, but not limited to, rendered service, hardware and installation fees, plus (c) any installation, construction, CPE or other non-recurring charges waived or discounted by Granite, plus (d) any other fees consistent with Section 3.5 of the General Terms and Conditions.

#### **8. Assumptions and Exclusions (as applicable).**

In addition to any assumptions and exclusions identified in a Service Order Document, the rates and charges and service availability are subject to the following assumptions and exclusions:

- Any necessary backboard shall be supplied and installed by others.
- Assumes this is a non-union location and has been priced accordingly.
- Significant changes to cable pathways, scope of work, station count or other items that effect the structured cabling installation may require a change to the pricing.
- Idle time incurred by Granite due to absence of Customer-supplied materials, required escorts, clearances, permits, access to workplace, or other factors beyond Granite's control will be billed at \$99.00 per hour per technician, plus travel time and related expenses.
- The pricing is budgetary in nature until Granite is able to perform a site survey.
- All work will be performed during daytime hours between 7:00 AM and 12:00 noon and between 12:30 PM and 4:00 PM, Monday – Friday except holidays recognized by Granite or the contractor. Overtime and premium time labor is excluded.
- Work in any hazardous material environments is excluded.
- Granite shall have clear access to all areas being affected by the performance of work including but not limited to such issues as moving furniture or office equipment and availability of elevators.
- All A.C. power must be accessible, of adequate sizing and locally available.
- Any delays caused by Customer due to interference of work schedule, material delivery, change of work, or concealed conditions resulting in increase in cost to Granite to perform work shall be at Customer's expense.
- Does not include removal of old abandoned cable from the site.

#### **9. Customer Responsibilities.**

No later than seven (7) days before any scheduled installation of Analog Replacement Services at any location, Customer shall provide Granite with all of the following:

- (a) All material information regarding any applicable alarm panel, including, without limitation, the panel manufacturer, model, mode, and receiver type; and
- (b) Any other information reasonably requested by Granite prior to the installation.

Failure to provide any of the above information will result in a delayed installation, and Customer shall be responsible for any costs associated with any such delay.

## EXHIBIT A

### END-USER NOTICE OF 911 AND E911 SERVICE LIMITATIONS

This Notice of 911 and E911 service limitations (the "Service Limits") supplements the terms and conditions set forth in the Agreement and applies to Analog Replacement Services that provide, or include, access to the internet, including the hosted Subscription Services, or that are provided over the internet or wireless data and telecommunications networks (collectively "Services") of Granite's underlying hosted service providers, internet service providers or wireless data and/or telecommunications service providers (collectively "Service Providers"). These Service Limits apply to Customer and any of its end users, invitees, licensees, customers, agent or contractors gaining access to the Services through Customer (collectively with Customer, "Users"). All capitalized terms used but not otherwise defined herein have the meaning attributed to them in the Agreement.

**PLEASE READ THIS NOTICE CAREFULLY. AS A USER OF ANALOG REPLACEMENT SERVICES, YOU ARE REQUIRED TO AGREE THAT YOU HAVE READ AND UNDERSTOOD THE LIMITATIONS ASSOCIATED WITH THE 911 AND E911 EMERGENCY SERVICES AVAILABLE THROUGH THE GRANITE CALLING SERVICES. IF YOU DO NOT AGREE, YOU ARE NOT AUTHORIZED TO USE THE ANALOG REPLACEMENT SERVICES.**

**Definitions:** Capitalized terms used within this document have the following meanings:

"911 Services" means functionality that allows Users to contact emergency services by dialing the digits 911.

"Enhanced 911 Service" or "E911" means the ability to route an emergency call to the designated entity authorized to receive such calls, which in many cases is a Public Safety Answering Point ("PSAP"), serving Customer's registered or User-provided address and to deliver the User's telephone number and registered address information automatically to the emergency operator answering the call.

"Basic 911 Service" means the ability to route an emergency call to the designated entity authorized to receive such calls serving the Customer's registered or user-provided address. With basic 911, the emergency operator answering the phone will not have access to the caller's telephone number or address information unless the caller provides such information verbally during the emergency call.

#### **Industry Standard Functionality**

**With Basic 911 Service**, when a caller from your registered location dials the digits 911, the call is sent to the local emergency center serving that location. Operators answering the call will not have automatic access to the caller's call-back telephone number or the associated registered address, even if that address has been properly registered, because with Basic 911 Service the emergency center is not equipped to receive, capture or retain the telephone number associated with any originator's calling service or the registered address. Accordingly, callers must be prepared to provide both call-back and address information. If the call is dropped or disconnected, or if the caller is unable to speak, the emergency operator answering the call will not be able to call the caller back or dispatch help to the caller's address if call-back and address information has not been provided by the caller.

**With Enhanced 911 Service ("E911")**, when a caller from your properly registered location dials the digits 911, the call is sent to the local emergency center serving that location, and the phone number and registered location address are automatically presented to the local emergency center serving the location. Emergency operators will have access to this information regardless of whether the caller is able to verbally provide such information and can promptly dispatch to the registered address.

EMERGENCY SERVICE LIMITATIONS APPLICABLE TO ALL CALLING SERVICES OFFERED BY GRANITE:

Emergency 911 Services (including Enhanced 911 or "E911") **may have an adverse impact upon the ability or timeliness of 911 responders to respond to or assist Users or others in the event of an emergency.** In addition, due to limitations in the technology, the location reported to the public safety dispatcher for Customer telephones may

not include a User's specific location within a business premise. For this reason, it is important that Customer's carefully follow the instructions below and inform all Users of the same requirements.

### Calling Services Limitations

The limitations detailed here are applicable to all of Granite's calling services (which include but are by no means limited to: Phonebooth OnDemand, SIP Trunking, SIP Origination/Termination, Boxset, FreePBX/SipStation, and Hosted IP-PBX). Customer agrees to inform all Users of Granite's calling services of the potential complications arising from the delivery of emergency services when dialing 911. Specifically, Customer and Users acknowledge and agree to inform all employees, guests and other third persons who may use the calling services of the limitations associated with emergency calling capabilities.

The Analog Replacement calling services have Basic 911 Services capabilities that are different from those offered by traditional providers of local telephone services: Customer and Users acknowledge and agree that the calling services are internet or wireless based and that the 911 calling capabilities associated with the calling services are different from those offered by traditional providers of local telephone services. The calling services are not meant to be relied upon in the case of an emergency. While Granite attempts to provide access to emergency service, these services are not intended to be used to support or to carry emergency calls to any type of hospitals, law enforcement agencies, medical care units or any other kind of emergency services. **YOU SHOULD MAINTAIN AN ALTERNATIVE MEANS OF CALLING EMERGENCY SERVICES.**

**BASIC 911 SERVICE WILL NOT WORK IF YOU EXPERIENCE A POWER OUTAGE, SERVICE OUTAGE OR ANY OTHER NETWORK DISRUPTION.** Outages of your electricity and problems with your connection, including network congestion, will disrupt the calling service and you will not be able to use it for 911 emergency calling unless the battery within the CPE provides sufficient power to support placing a call.

**911 SERVICE WILL NOT WORK IF YOUR SERVICE IS DISCONNECTED OR YOU EXPERIENCE AN OUTAGE FOR ANY REASON.** If you have a service outage due to a suspension of your account due to billing issues or for any other reason, you will not be able to use the calling services for any calls, including for emergency 911 calls.

**YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICES IF YOU HAVE A TELEPHONE NUMBER THAT DOES NOT MATCH YOUR ACTUAL GEOGRAPHIC LOCATION.** The calling services are technically capable of being used in locations that are not associated with the traditional geographic area of a telephone number. These capabilities can cause 911 dispatch problems because the call may be routed to an emergency service provider in the wrong location. All 911 capabilities will only be available in the location that you have associated with the particular assigned direct-inward-dial ("DID") telephone number. For Basic 911 Services or E911 to be accurately routed to the appropriate local emergency service provider, Customer must provide accurate DID telephone numbers as the call-back telephone number for all 911 calls and accurate address information. Additionally, if you are using the service in a location that uses a different area code than the area code for the number you are using with your calling service, when you dial 911 you may not be able to reach any emergency personnel. Even if you do reach emergency personnel, your call may not reach the emergency personnel near your actual physical location and the emergency personnel may not be able to transfer your call or respond to your emergency.

**YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICE CENTER IF YOU FAIL TO REGISTER A VALID SERVICE ADDRESS.** Failure to provide a correct physical address in the correct format may cause all Basic 911 Service or E911 calls to be routed to the incorrect local emergency service provider. Furthermore, use of any calling service from a location other than the location to which such service was ordered, i.e., the "primary registered address," may result in Basic or Enhanced 911 calls being routed to the incorrect local emergency service provider.

**YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICES IF YOU MOVE YOUR PHONE TO A LOCATION DIFFERENT FROM THE ADDRESS YOU INITIALLY REGISTERED.** It is important that you register accurate location information every time you move the equipment associated with your calling service. If you move your CPE to another location without reregistering, when you dial 911, you may not be able to

reach any emergency personnel. Even if you do reach emergency personnel, if you have not provided valid location information you will not be calling the emergency personnel near your actual location and this emergency personnel may not be able to transfer your call or respond to your emergency.

YOU MAY NOT BE ABLE TO REACH THE CORRECT EMERGENCY SERVICES IF YOU FAIL TO ACCURATELY REGISTER OR REREGISTER YOUR NEW LOCATION OR CALL 911 WITHIN 48 HOURS OF UPDATING YOUR LOCATION. It is important that you register an accurate physical location when you initiate your service and every time you move the CPE associated with your calling service. When you change your location, it may take up to 72 hours for your location change to be reflected in our records. During that time, you may not be able to reach may not be able to reach the correct emergency services center or any emergency service provider by dialing 911.

GRANITE UNDERSTANDS THAT YOU HAVE READ AND UNDERSTAND THE LIMITATIONS ASSOCIATED WITH THE BASIC 911 AND E-911 EMERGENCY SERVICES AVAILABLE THROUGH THE CALLING SERVICES.

Any obligations that may be imposed by federal and state law on operators of private branch exchange or multiline telephone systems are obligations imposed on Customer and, and not on Granite.

The calling services will only be used for business, non-residential purposes in an environment that requires either multiple lines or extensions and if this situation ever changes you will discontinue the use of the calling services.



**JEFFERSON COUNTY**  
**SCOPE OF WORK AND CONTRACT SERVICE RATES**  
**MARCH 9, 2026**  
(See next page)

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*While the Texas Public Information Act generally provides that public information is available to the public, the Act also provides specific exceptions to the availability requirement, protecting "information related to competition or bidding," "trade secrets," and other "commercial or financial information." Tex. Gov't Code § 552.104; Tex. Gov't Code § 552.110. MasterWord's unit pricing submitted below constitutes MasterWord's protected "information related to competition or bidding" and "commercial or financial information", and, if disclosed, may provide our competitors with an unfair advantage and may allow them to underbid MasterWord in future competitive bidding processes. MasterWord requests that its unit pricing information remains confidential and is protected from disclosure to any 3rd parties. MasterWord may disclose Confidential Information to the extent required by Law or court order; provided, however, that MasterWord promptly provides to the disclosing party prior written notice of such disclosure and provides reasonable assistance in obtaining an order or other remedy protecting the Confidential Information from public disclosure.*



### LEGAL/COURT IN-PERSON INTERPRETING (IPI)

LANGUAGE(S): ENGLISH TO/FROM SPOKEN FOREIGN LANGUAGES  
MODALITY: CONSECUTIVE or SIMULTANEOUS  
SERVICE AREA: TEXAS

**SCOPE:**

Legal/Court In-Person Interpreting is delivered on location and is performed during court proceedings, hearings, criminal or civil investigations, and in other legal settings, requiring specialized knowledge of legal terminology and protocol. In the state of Texas, a specialized license (Licensed Court Interpreter) is required for an interpreter to perform interpreting services during legal/court encounters. However, LCI certification exam proctored by the National Center for State Courts (<http://www.bxcourts.gov/jbcc/licensed-court-interpreters/exams/>) is currently available only in the following languages (subject to change, please see the link above for the most updated list of languages):

- Arabic
- \*Bosnian / Croatian / Serbian
- Cantonese
- French
- Haitian-Creole
- Hmong
- Ilocano
- Khmer
- Korean
- Laotian
- Mandarin
- \*Marshallese
- Polish
- Portuguese
- Russian
- Somali
- Spanish
- \*Turkish
- Tagalog
- Vietnamese

(\* = Abbreviated examination)

Because LCI exam is not available in all languages, interpreters performing services in legal/court settings are categorized as follows:

**Licensed Court Interpreter:** an interpreter with a valid LCI status who is listed in the active directory of the Judicial Branch Certification Commission (JBCC) (<https://jbcctexas.txcourts.gov/Protected/LIC/LicenseeSearch.aspx?Program=LIC&PubliSearch=Y&returnURL=~/Login.aspx?TI=2#noback>).

**Basic Licensed Court Interpreter:** a Basic designation permits the Interpreter to interpret court proceedings in justice courts that are not municipal courts of record, other than a proceeding before the court in which the judge is acting as a magistrate

**Master Licensed Court Interpreter:** a Master designation permits the interpreter to interpret court proceedings in all courts in the state of Texas, including justice courts and municipal courts,

**Qualified Court Interpreter:** An Interpreter for the language combination where (1) LCI certification is not offered, or (2) an LCI is not readily available, who can demonstrate to the satisfaction of the court the ability to interpret court proceedings from English to a designated language and from that language into English.

Depending on the situation and Client requirements, legal/court interpreting is delivered in either or both consecutive or simultaneous mode:

During **Consecutive Interpreting**, an interpreter listens to and analyzes the message while one of the parties is speaking, and then delivers the interpretation into another language when the speaker pauses.

During **Simultaneous Interpreting**, the interpreter listens to, analyzes and interprets the speech at the same time (with just a slight lag) and same rate of delivery as the person speaking. The type of simultaneous interpreting mostly used in legal/court settings is "Whispered" (also known as Chuchotage), where an interpreter is assigned to one limited English proficient (LEP) individual or to a very small group of people and re-speaks what is being said simultaneously in a whisper, so as not to hinder the rest of the proceedings. This type of simultaneous interpreting usually does not require special interpretation equipment, but still requires the same level of specialized skill and concentration from an interpreter. Simultaneous interpreting is the most challenging mode of interpreting; therefore, service rates for simultaneous interpreting reflect the complexity of this activity

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### LCI MASTER IN-PERSON INTERPRETING (IPI)

SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)	MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH and CORE SPOKEN LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	██████	2 hrs	24 hrs	Applicable hourly rate for each interpreter x 2 hrs min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends and federal holidays <sup>1</sup>	██████			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	██████			
<p><b>ADDITIONAL TERMS OF SERVICE:</b></p> <p><b>Billing Increments:</b> Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in fifteen (15) minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.</p> <p><b>Parking and Mileage:</b></p> <ul style="list-style-type: none"> <li>• Parking is billed at cost (where applicable).</li> <li>• Mileage is billed at the current IRS rate for any miles traveled by an Interpreter in excess of thirty (30) round trip miles. For estimating purposes, mileage is calculated based on the assignment location and the Interpreter's established residence.</li> </ul> <p><b>Additional Expenses:</b> Any other additional expenses require pre-approval by Client.</p> <p><b>Service Time Extensions:</b></p> <ul style="list-style-type: none"> <li>• As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned Interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.</li> <li>• If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.</li> </ul> <p><b>Cancellation:</b> Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order, plus actual preapproved and incurred costs.</p> <p><b>Number of Interpreters:</b> For any consecutive interpreting assignment lasting more than two (2) hours, per ISO 23155, a minimum of two (2) interpreters may be required per language pair.</p> <p><b>Availability of Interpreters:</b> Licensed Court Interpreters (LCIs) are available in certain languages only (<a href="https://jbcctexas.txcourts.gov/Protected/LIC/LicenseeSearch.aspx?Program=LCI&amp;PublicSearch=Y&amp;returnURL=~/Login.aspx?TI=2#noback">https://jbcctexas.txcourts.gov/Protected/LIC/LicenseeSearch.aspx?Program=LCI&amp;PublicSearch=Y&amp;returnURL=~/Login.aspx?TI=2#noback</a>). Availability of interpreters, whether LCI or Legal Experienced, for any legal/court IPI services is based on location, client requirements, and advance notice.</p> <p><b>Services Outside of Service Area:</b> Rates and terms for services outside of the defined service area can be quoted upon request.</p> <p><b>*List of Core Spoken Languages:</b> Please visit <a href="https://www.masterword.com/core-languages/">https://www.masterword.com/core-languages/</a> to view the list of Core Spoken Languages.</p> <p><b>Other Languages:</b> Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a forty-eight (48) hour notice.</p>				

<sup>1</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



### LCI BASIC IN-PERSON INTERPRETING (IPI)

SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)	MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH and CORE SPOKEN LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	██████	2 hrs	24 hrs	Applicable hourly rate for each interpreter x 2 hrs min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends and federal holidays <sup>2</sup>	██████			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	██████			

**ADDITIONAL TERMS OF SERVICE:**

**Billing Increments:**  
Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in fifteen (15) minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

**Parking and Mileage:**

- Parking is billed at cost (where applicable).
- Mileage is billed at the current IRS rate for any miles traveled by an interpreter in excess of thirty (30) round trip miles. For estimating purposes, mileage is calculated based on the assignment location and the interpreter's established residence.

**Additional Expenses:**  
Any other additional expenses require pre-approval by Client.

**Service Time Extensions:**

- As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

**Cancellation:**  
Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order, plus actual preapproved and incurred costs.

**Number of Interpreters:**  
For any consecutive interpreting assignment lasting more than two (2) hours, per ISO 23155, a minimum of two (2) interpreters may be required per language pair.

**Availability of Interpreters:**  
Licensed Court Interpreters (LCIs) are available in certain languages only (<https://lbcctexas.txcourts.gov/Protected/LIC/LicenseSearch.aspx?Program=LIC&PublicSearch=Y&returnURL=~:/Login.aspx?TI=2#noback>). Availability of interpreters, whether LCI or Legal Experienced, for any legal/court IPI services is based on location, client requirements, and advance notice.

**Services Outside of Service Area:**  
Rates and terms for services outside of the defined service area can be quoted upon request.

**\*List of Core Spoken Languages:**  
Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

**Other Languages:**  
Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a forty-eight (48) hour notice.

<sup>2</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## LEGAL/COURT EXPERIENCED IN-PERSON INTERPRETING (IPI)

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)			MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH	OTHER CORE SPOKEN LANGUAGES*	MAYAN INDIGENOUS DIALECTS**			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	████	████	████	2 hrs	24 hrs	Applicable hourly rate for each interpreter x 2 hrs min
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends and federal holidays <sup>3</sup>	████	████	████			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	████	████	████			

#### **ADDITIONAL TERMS OF SERVICE:**

##### **Billing Increments:**

Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in fifteen (15) minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

##### **Parking and Mileage:**

- Parking is billed at cost (where applicable).
- Mileage is billed at the current IRS rate for any miles traveled by an interpreter in excess of thirty (30) round trip miles. For estimating purposes, mileage is calculated based on the assignment location and the interpreter's established residence.

##### **Additional Expenses:**

Any other additional expenses require pre-approval by Client.

##### **Service Time Extensions:**

- As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

##### **Cancellation:**

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order, plus actual preapproved and incurred costs.

##### **Number of Interpreters:**

For any consecutive interpreting assignment lasting more than two (2) hours, per ISO 23155, a minimum of two (2) interpreters may be required per language pair.

##### **Availability of Interpreters:**

Licensed Court Interpreters (LCIs) are available in certain languages only

(<https://jbcctexas.txcourts.gov/Protected/LCI/LicenseSearch.aspx?Program=LCI&PublSearch=Y&returnURL=~/Login.aspx?TI=2#nobook>). Availability of interpreters, whether LCI or Legal Experienced, for any legal/court IPI services is based on location, client requirements, and advance notice.

##### **Services Outside of Service Area:**

Rates and terms for services outside of the defined service area can be quoted upon request.

##### **\*List of Core Spoken Languages:**

Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

##### **Other Languages:**

Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a forty-eight (48) hour notice.

<sup>3</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## COMMUNITY VIRTUAL CONSECUTIVE INTERPRETING (VCI)

LANGUAGE(S):	ENGLISH TO/FROM SPOKEN FOREIGN LANGUAGES
SERVICE AREA:	CONTINENTAL UNITED STATES
SCOPE:	<b>COMMUNITY VIRTUAL CONSECUTIVE INTERPRETING (VCI)</b> is delivered by qualified/certified interpreters and includes, but is not limited to, encounters in the healthcare/medical, social services, education, housing, religious and other community-based and social-based settings.
MODALITY:	During <b>CONSECUTIVE INTERPRETING</b> , an interpreter listens to and analyzes the message while one of the parties is speaking, and then delivers the interpretation into another language when the speaker pauses.  VCI can be delivered via any web conferencing or teleconferencing platform or application, such as Zoom, GoToMeeting, Microsoft Teams, Cisco WebEx, etc. A virtual meeting URL or teleconference bridge can be set up by client or MasterWord <sup>®</sup> . Client is responsible for distributing the meeting URL or teleconference info to other participants. In accordance with MasterWord's privacy policy, MasterWord interpreters will not be able to make outgoing calls or add other participants to the virtual meeting.  To learn more, visit: <a href="https://www.masterword.com/virtual-interpreting-requests-best-practices-technical-assistance/">https://www.masterword.com/virtual-interpreting-requests-best-practices-technical-assistance/</a>

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)			MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH	OTHER CORE SPOKEN LANGUAGES*	MAYAN AND INDIGENOUS LANGUAGES**			
<b>SCHEDULED BUSINESS</b> Services requested with at least 24-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	████	████	████	1 hr	24 hrs	Applicable hourly rate for each interpreter x 1 hr
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 24-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends and federal holidays <sup>5</sup>	████	████	████			
<b>EMERGENCY</b> Services requested with less than 24-hour notice	████	████	████			

### ADDITIONAL TERMS OF SERVICE (VCI):

#### Billing Increments:

Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in fifteen (15) minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

#### Additional Expenses:

Any other additional expenses require pre-approval by Client.

#### Service Time Extensions:

- As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

#### Cancellation:

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order, plus actual preapproved and incurred costs.

#### Number of Interpreters:

For any interpreting assignment lasting more than two (2) consecutive hours, per ISO 23155, a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

#### Availability of Interpreters:

Availability of interpreters is contingent on language combination, client requirements, and advance notice.

#### \*List of Core Spoken Languages:

Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

#### \*\*Mayan and Indigenous Languages:

Availability of Mayan and Indigenous language services may be limited based on location and advance notice. Relay may be required contingent on language combination. Travel costs may apply and will be quoted on a case by case basis.

#### Other Languages:

Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a forty-eight (48) hour notice.

<sup>4</sup> MasterWord can set up virtual meetings via Zoom, Skype for Business and Microsoft Teams platforms using our business level licenses at no additional charge.

<sup>5</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## COMMUNITY VIRTUAL SIMULTANEOUS INTERPRETING (VSI)

LANGUAGE(S): ENGLISH TO/FROM SPOKEN FOREIGN LANGUAGES

SERVICE AREA: CONTINENTAL UNITED STATES

SCOPE: **COMMUNITY VIRTUAL SIMULTANEOUS INTERPRETING (VSI)** is delivered by professional qualified/certified Interpreters and Includes, but is not limited to, encounters in the healthcare/medical, social services, education, housing, religious and other community-based and social-based settings.

MODALITY: During **SIMULTANEOUS INTERPRETING**, the interpreter listens to, analyzes and interprets the speech at the same time (with just a slight lag) and same rate of delivery as the person speaking. The speaker does not pause for the interpreter to complete interpretation. Simultaneous interpreting is the most challenging mode of interpreting; therefore, service rates for simultaneous interpreting reflect the complexity of this activity.

Virtual simultaneous interpreting requires a specialized technology solution that allows for multichannel functionality where two or more people (presenter and one or more interpreters) can speak on different audio channels without overlapping or interrupting each other.

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE* (PER INTERPRETER)		MINIMUM (PER INTERPRETER)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	SPANISH	CORE SPOKEN LANGUAGES*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 48-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	██████	██████	1 hr	24 hrs	Applicable hourly rate for each interpreter x 1 hr
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends and federal holidays <sup>6</sup>	██████	██████			
<b>EMERGENCY</b> Services requested with less than 48-hour notice	██████	██████			

### ADDITIONAL TERMS OF SERVICE (VSI):

#### **Billing Increments:**

Each assignment is billed based on the actual number of hours interpreted in excess of a defined minimum. Services performed beyond the defined minimum are billed in fifteen (15) minute increments thereafter. The rate per hour applied to the assignment is based on the start time of the assignment.

#### **Additional Expenses:**

A project management fee of 15% will apply to each request.

\*Additional Platform Utilization fees may apply and, when applicable, will be quoted for client approval.

Any other additional expenses require pre-approval by Client.

#### **Service Time Extensions:**

- As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

#### **Cancellation:**

Cancellation fee applies to services cancelled by Client with less than the minimum cancellation notice, per interpreter per Service Order.

#### **Number of Interpreters:**

For simultaneous interpreting assignment, two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

#### **Availability of Interpreters:**

Availability of interpreters is contingent on language combination, client requirements, and advance notice.

#### **\*List of Core Spoken Languages:**

Please visit <https://www.masterword.com/core-languages/> to view the list of Core Spoken Languages.

#### **Other Languages:**

Services for other languages not listed as Core Languages can be quoted upon request and will typically require at least a forty-eight (48) hour notice.

<sup>6</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## AMERICAN SIGN LANGUAGE COMMUNITY IN-PERSON INTERPRETING (IPI)

LANGUAGE(S): AMERICAN SIGN LANGUAGE (ASL)

SERVICE AREA: TEXAS

SCOPE: American Sign Language (ASL) Community In-Person Interpreting is delivered on location and enables communication access to essential services for Deaf/Hard-of-Hearing individuals and includes, but is not limited to, encounters in the healthcare/medical, family protective/social services, education, housing, and other community-based and social-based settings. Community ASL interpreting sessions are usually triadic (1. Provider (ex., doctor, social worker, therapist, teacher, etc.) -> 2. Deaf/Hard-of-Hearing consumer -> 3. Interpreter) or set in small groups. MasterWord's ASL interpreters are qualified professionals who possess all licenses, certificates, permits, registrations and other valid credentials necessary to perform the services as required by applicable laws, regulations, accreditation standards, including, but not limited to certification(s) by the Texas Health and Human Services' Board of Evaluation of Interpreters (BEI) or by the Registry of Interpreters for the Deaf (RID)/Center for the Assessment of Sign Language Interpreters (CASLI).

**SERVICE RATES:**

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)		ADMINISTRATIVE FEE (PER INTERPRETER, PER REQUEST)	MINIMUM CANCELLATION NOTICE
	AMERICAN SIGN LANGUAGE	SPECIALTY*		
<b>SCHEDULED BUSINESS</b> Services requested with at least 48-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	■	■		
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends or federal holidays <sup>3</sup>	■	■	1.5 hr administrative fee <sup>7</sup>	24 hrs
<b>EMERGENCY</b> Services requested with less than 48-hour notice	■	■		

**ADDITIONAL TERMS OF SERVICE:**

**Billing:**

Each assignment is billed based on the requested number of hours (estimated duration of the assignment) or a one (1) hour minimum (whichever is greater), in addition to the applicable administrative fee, per interpreter. Time worked in excess of the requested number of hours will be billed in fifteen (15) minute increments thereafter at the applicable hourly rate.

The rate per hour applied to the assignment is based on the start time of the assignment. For any interpreting assignment lasting more than one (1) consecutive hour(s), a minimum of two (2) interpreters may be required depending on the length, nature, and complexity of the assignment without compromising the accuracy or quality of services.

**Overlapping Coverage:**

- During an encounter a transition between interpreters can occur.
- Any overlapping coverage during an interpreter transition in excess of thirty (30) minutes will be reviewed by MasterWord to ensure accurate billing.

**Service Time Extensions:**

As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.

If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

**Parking and Administrative Fee:**

**Parking is billed at cost (where applicable).**

Each ASL interpreting service is assessed a daily administrative fee of 1.5 hr per interpreter requested in addition to the charges for requested interpreting services. Additional travel time charges may apply to assignments greater than thirty (30) miles one-way (sixty (60) miles round trip) of the interpreter's travel start point. In this case, additional fees are billed at an applicable hourly rate in thirty (30) minute increments per interpreter for every fifteen (15) mile increment outside of the original thirty (30) miles and will require pre-approval by Client.

**Cancellation:**

If cancellation occurs or the Language Professional services is no longer needed within twenty-four (24) hours or less of the scheduled start time of the assignment, scheduled services will be billed at the requested number of hours of the assignment or a two and one half (2 1/2) hour minimum, (whichever is greater), per interpreter, including pre-approved and administrative costs.

**Availability of Interpreters:**

Availability of interpreters for any ASL interpreting services is based on location, client requirements, and advance notice.

**Services Outside of Service Area:**

Rates and terms for services outside of defined service area can be quoted upon request.

**\*Specialty**

Specialty sign languages are defined as CDI (CERTIFIED DEAF INTERPRETER), LSM (MEXICAN SIGN LANGUAGE), and TACTILE SERVICES

**Certified Deaf Interpreters (CDI):**

If applicable, in the event a CDI is unavailable, a qualified deaf interpreter will be assigned. Due to a moratorium on Certified Deaf Interpreter examinations by the Registry of Interpreters for the Deaf, candidates who are eligible provisional deaf interpreters will be assigned.

<sup>7</sup> MasterWord adheres to the BEI standards for ASL interpreting services which includes a 1.5 hour administrative fee per interpreter per request (<https://hhs.texas.gov/doing-business-lhs/vendor-contractor-information/essa-maximum-rates>). Administrative fee is billed at the applicable hourly rate.

<sup>3</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## AMERICAN SIGN LANGUAGE COMMUNITY VIRTUAL INTERPRETING (VASL)

LANGUAGE(S): AMERICAN SIGN LANGUAGE  
SERVICE AREA: CONTINENTAL UNITED STATES  
SCOPE:

American Sign Language (ASL) **COMMUNITY VIRTUAL INTERPRETING (VASL)** enables communication access to essential services for Deaf/Hard-of-Hearing individuals and includes, but is not limited to, encounters in the healthcare/medical, family protective/social services, education, housing, and other community-based and social-based settings. Community ASL interpreting sessions are usually triadic (1. Provider (ex., doctor, social worker, therapist, teacher, etc.) -> 2. Deaf/Hard-of-Hearing consumer -> 3. Interpreter) or set in small groups. MasterWord's ASL interpreters are qualified professionals who possess all licenses, certificates, permits, registrations and other valid credentials necessary to perform the services as required by applicable laws, regulations, accreditation standards, including, but not limited to certification(s) by the Texas Health and Human Services' Board of Evaluation of Interpreters (BEI) or by the Registry of Interpreters for the Deaf (RID)/Center for the Assessment of Sign Language Interpreters. VASL can be delivered via any web conferencing or teleconferencing platform or application, such as Zoom, GoToMeeting, Microsoft Teams, Cisco WebEx, etc. A virtual meeting URL or teleconference bridge can be set up by client or MasterWord. Client is responsible for distributing the meeting URL or teleconference info to other participants. In accordance with MasterWord's privacy policy, MasterWord interpreters will not be able to make outgoing calls or add other participants to the virtual meeting. To learn more, visit: <https://www.masterword.com/virtual-interpreting-requests-best-practices-technical-assistance/>

### SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)		ADMINISTRATIVE FEE (PER INTERPRETER, PER REQUEST)	MINIMUM CANCELLATION NOTICE	CANCELLATION FEE (PER INTERPRETER)
	AMERICAN SIGN LANGUAGE	SPECIALTY*			
<b>SCHEDULED BUSINESS</b> Services requested with at least 48-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	■	■	1.5 hr administrative fee <sup>9</sup>	24 hrs	Applicable hourly rate for each interpreter x 1 hr
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends or federal holidays <sup>10</sup>	■	■			
<b>EMERGENCY</b> Services requested with less than 48-hour notice	■	■			

### ADDITIONAL TERMS OF SERVICE (VASL):

#### Billing Increments:

Each assignment is billed based on the requested number of hours (estimated duration of the assignment) or a one (1) hour minimum (whichever is greater), in addition to the applicable administrative fee, per interpreter. Time worked in excess of the requested number of hours will be billed in fifteen (15) minute increments thereafter at the applicable hourly rate.

The rate per hour applied to the assignment is based on the start time of the assignment. For any interpreting assignment lasting more than one (1) consecutive hour(s), a minimum of two (2) interpreters may be required depending on the length, nature, and complexity of the assignment without compromising the accuracy or quality of services.

#### Additional Expenses:

Any other additional expenses require pre-approval by Client.

#### Service Time Extensions:

- As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours.
- If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates.

#### Administrative Fee:

Each ASL interpreting service is assessed a daily administrative fee of 1.5 hr per interpreter requested in addition to the charges for requested interpreting services.

#### Cancellation:

If cancellation occurs or the Language Professional services is no longer needed within twenty-four (24) hours or less of the scheduled start time of the assignment, scheduled services will be billed at the requested number of hours of the assignment or a two and one half (2 ½) hour minimum, (whichever is greater), per interpreter, plus actual preapproved and administrative costs.

#### Number of Interpreters:

For any interpreting assignment lasting more than one (1) hour(s), a minimum of two (2) interpreters may be required per language pair depending on the nature and complexity of the assignment.

#### Availability of Interpreters:

Availability of interpreters is contingent on language combination and advance notice.

#### \*Specialty

Specialty sign languages are defined as CDI (CERTIFIED DEAF INTERPRETER), LSM (MEXICAN SIGN LANGUAGE), and TACTILE SERVICES

#### Certified Deaf Interpreters (CDI):

If applicable, in the event a CDI is unavailable, a qualified deaf interpreter will be assigned. Due to a moratorium on Certified Deaf Interpreter examinations by the Registry of Interpreters for the Deaf, candidates who are eligible provisional deaf interpreters will be assigned.

<sup>9</sup> MasterWord adheres to the BEI standards for ASL interpreting services which includes a 1.5 hour administrative fee per interpreter per request (<https://tts.texas.gov/doing-business-hhs/vendor-contractor-information/essa-maximum-rates>). Administrative fee is billed at the applicable hourly rate.

<sup>10</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## AMERICAN SIGN LANGUAGE LEGAL/COURT IN-PERSON INTERPRETING (IPI)

LANGUAGE(S): AMERICAN SIGN LANGUAGE (ASL)

SERVICE AREA: TEXAS

SCOPE:

Legal/Court American Sign Language In-Person Interpreting is delivered on location and is performed during court proceedings, hearings, criminal or civil investigations, and in other legal settings, requiring specialized knowledge of legal terminology and protocol. A specialized RID certification (SC: L) or BEI Court Interpreter Certification (CIC) is required for an American Sign Language interpreter to perform interpreting services during legal/court encounters.

## SERVICE RATES:

ASSIGNMENT TYPE	HOURLY RATE (PER INTERPRETER)		ADMINISTRATIVE FEE (PER INTERPRETER, PER REQUEST)	MINIMUM CANCELLATION NOTICE
	AMERICAN SIGN LANGUAGE	SPECIALTY*		
<b>SCHEDULED BUSINESS</b> Services requested with at least 48-hour notice and provided between 8:00 a.m. and 5:00 p.m. on business days	██████	██████	1.5 hr. administrative fee <sup>11</sup>	24 hrs.
<b>SCHEDULED NON-BUSINESS</b> Services requested with at least 48-hour notice and provided during non-business hours: (a) between 5:00 p.m. and 8:00 a.m. on business days or (b) any time on weekends or federal holidays <sup>12</sup>	██████	██████		
<b>EMERGENCY</b> Services requested with less than 48-hour notice	██████	██████		
<b>ADDITIONAL TERMS OF SERVICE:</b> <b>Billing:</b> Each assignment is billed based on the requested number of hours (estimated duration of the assignment) or a one (1) hour minimum (whichever is greater), in addition to the applicable administrative fee, per interpreter. Time worked in excess of the requested number of hours will be billed in fifteen (15) minute increments thereafter at the applicable hourly rate. Any request in excess of eight (8) hours may be split into multiple requests based on the length and complexity of the request. The rate per hour applied to the assignment is based on the start time of the assignment. Encounters, at the discretion of MasterWord, may be combined in instances where a request which exceeds an two (2) hour period can be serviced by a single interpreter without compromising the accuracy or quality of service. <b>Overlapping Coverage:</b> <ul style="list-style-type: none"> <li>• During an encounter a transition between interpreters can occur.</li> <li>• Any overlapping coverage during an interpreter transition in excess of thirty (30) minutes will be reviewed by MasterWord to ensure accurate billing.</li> </ul> <b>Service Time Extensions:</b> As a courtesy, MasterWord allows time extension beyond the originally requested time, under the same Service Order and the same hourly rate, so long as the current assigned interpreter is available, and the requested extension does not exceed two (2) additional consecutive hours. If the current assigned interpreter is unavailable for the requested time extension or the extension exceeds two (2) hours, a new Service Order will be submitted based on the applicable emergency rates. <b>Parking and Administrative Fee:</b> <b>Parking is billed at cost (where applicable).</b> Each ASL interpreting service is assessed a daily administrative fee of 1.5 hr per interpreter requested in addition to the charges for requested interpreting services. Additional travel time charges may apply to assignments greater than thirty (30) miles one-way (sixty (60) miles round trip) of the interpreter's travel start point. In this case, additional fees are billed at an applicable hourly rate in thirty (30) minute increments per interpreter for every fifteen (15) mile increment outside of the original thirty (30) miles and will require pre-approval by Client. <b>Cancellation:</b> If cancellation occurs or the Language Professional services is no longer needed within twenty (24) hours or less of the scheduled start time of the assignment, scheduled services will be billed at the requested number of hours of the assignment or a two and one half (2 1/2) hour minimum, (whichever is greater), per interpreter, per request. <b>Availability of Interpreters:</b> Availability of interpreters for any ASL interpreting services is based on location, client requirements, and advance notice. <b>Services Outside of Service Area:</b> Rates and terms for services outside of defined service area can be quoted upon request. <b>* Specialty</b> Specialty sign languages are defined as CDI (CERTIFIED DEAF INTERPRETER), LSM (MEXICAN SIGN LANGUAGE), and TACTILE SERVICES <b>Certified Deaf Interpreters (CDI):</b> If applicable, in the event a CDI is unavailable, a qualified deaf interpreter will be assigned. Due to a moratorium on Certified Deaf Interpreter examinations by the Registry of Interpreters for the Deaf, candidates who are eligible provisional deaf interpreters will be assigned.				

<sup>11</sup> MasterWord adheres to the BEI standards for ASL interpreting services which includes a 1.5 hour administrative fee per interpreter per request (<https://hhs.texas.gov/doing-business-hhs/vendor-contractor-information/ssa-maximum-rates>). Administrative fee is billed at the applicable hourly rate.

<sup>12</sup> Federal holidays as defined by the Office of Personnel Management at <https://www.opm.gov/policy-data-oversight/pay-leave/federal-holidays/>



## OVER-THE-PHONE INTERPRETING (OPI)

LANGUAGE(S): SPOKEN FOREIGN LANGUAGES

MODALITY: CONSECUTIVE

SCOPE: Over-the-Phone Interpreting (OPI) provides telephone access to remote interpreters. Services are performed by professional spoken language interpreters located in MasterWord's contact center or a MasterWord approved remote location. To reach our telephone interpreters, no specific equipment is required. Over-the-Phone interpreting works from any modern touch-tone phone.

### SERVICE RATES:

RATE (PER MINUTE)	<b>CORE SPOKEN LANGUAGES</b> (BILLED MINUTES PER MONTH)
	██████████
RATE (PER MINUTE)	<b>MAYAN AND INDIGENOUS LANGUAGES*</b> (BILLED MINUTES PER MONTH)
	██████████

### ADDITIONAL TERMS OF SERVICE:

#### ON-DEMAND

#### **Billing for OPI Services:**

Calls are billed per minute; fractions of a minute will be rounded to the next whole minute. Billing starts when interpreter answers and ends once interpreter or customer disconnects.

#### **Services Outside of Service Area:**

Third-party dialing outside the U.S. is not provided. Long-distance charges will apply for international calls required by Client.

**Specialized Services to be quoted upon request:** Specialized services include, but are not limited to; legal interpreters, licensed or certified court interpreters, and other services requiring subject-matter expertise. These services shall be scheduled in advance to ensure interpreter availability.

**For a list of languages available ON-DEMAND please visit <https://www.masterword.com/opi-languages/>. Languages available on demand are subject to change.**

#### **\*Mayan and Indigenous Languages:**

K'iche, Qeqchi, and Mam are billed at a **thirty (30) minute minimum**; all other Mayan and Indigenous Languages are billed at a **sixty (60) minute minimum**. Relay may be required contingent on language combination. Availability of Mayan and Indigenous Languages on-Demand is subject to change.



## VIDEO REMOTE INTERPRETING (VRI)

LANGUAGE(S): SPOKEN FOREIGN LANGUAGES & AMERICAN SIGN LANGUAGE (ASL)

MODALITY: CONSECUTIVE

SCOPE: Video Remote Interpreting (VRI) provides video telecommunication access to spoken and sign language interpreting services. Services are performed by professional spoken language interpreters or by ASL interpreters who are nationally certified by the Registry of Interpreters for the Deaf (RID)/Center for the Assessment of Sign Language Interpreters (CASLI) or state certified/licensed. Interpreters are located in MasterWord's contact center or MasterWord approved remote location. VRI is a great alternative to in-person interpreting when an in-person interpreter is not immediately available.

### SERVICE RATES:

LANGUAGES	(BILLED MINUTES PER MONTH)
Spanish	██████████
Other spoken languages	██████████
ASL	██████████
<i>Other Charges</i>	
One-time activation fee	██████████ - Waived
Monthly licensing fee	██████████ - Waived
<b>ADDITIONAL TERMS OF SERVICE:</b>	
<b>ON-DEMAND</b>	
<b>Billing for On-Demand VRI Services:</b> Calls are billed per minute; fractions of a minute will be rounded to the next whole minute. Billing starts when interpreter answers and ends once interpreter or customer disconnects.	
<b>Spanish and ASL VRI Services:</b> Spanish and ASL VRI calls are available on-demand 24/7/365.	
<b>Other Spoken Languages VRI Services:</b> On-Demand VRI services for languages found here <a href="https://www.masterword.com/vri-languages/">https://www.masterword.com/vri-languages/</a> are available Monday through Friday between 7:00 am and 7:00 pm CST. Other spoken languages can be made available on-demand for clients with larger volume commitment. Please ask your MasterWord account representative about the minimum volume requirements and spoken languages available on-demand. Languages available on demand are subject to change.	
<b>Specialized Services to be quoted upon request:</b> Specialized services include, but are not limited to; legal interpreters, licensed or certified court interpreters, and other services requiring subject-matter expertise. These services shall be scheduled in advance to ensure interpreter availability.	



## DOCUMENT TRANSLATION AND OTHER RELATED SERVICES

### SCOPE:

#### **OPTION 1 – TRANSLATION WITH QUALITY ASSURANCE**

The service includes translation followed by editing and proofreading performed by qualified linguists. This service ensures the highest quality of translation ensuring that translated materials are print- or user-ready.

**Quality management process** is defined as our “5 Sets of Eyes” approach. This approach is very robust and utilizes a combination of at least three and up to all five of the following steps as needed for any given project to ensure accurate, consistent and appropriate output: translation, editing, proofreading, desktop publishing/formatting and project management

**Process:** Based on the document’s subject matter, your Project Manager will select a team of language professionals, with relevant subject matter expertise, to translate/localize your document. The language professional(s) will use the project resources, such as glossary, style guide and translation memory to ensure adherence to project terminology, style and other requirements. The correctness of the target text is ensured by using a specialized subject matter linguistic expert; therefore, the resulting translated/localized content will be an accurate reflection of the source text. Your Project Manager will perform pre-delivery quality assurance by ensuring that the source text was properly translated/localized, and the target document meets your specified layout requirements.

**Editing** involves a review of previously translated/localized third party material to ensure a technically and linguistically accurate product. This service assumes that the third party translation is within reasonable editing scope. If requested by Client, MasterWord has a Translation Evaluation Form in compliance with the Multidimensional Quality Metrics standards (<http://www.qt21.eu/mqm-definition/definition-2015-12-30.html>) to measure an objective score of the translated document(s). Upon advance request, a completed Translation Evaluation Form can be provided along with the edited translation.

**Desktop publishing (DTP)/Formatting** services include the layout, graphic design, and desktop publishing of written, electronic and multi-media materials. DTP services may include recreation, design or modification of translated/localized document/media layouts to match original document/media or conform to alternate customer requirements for document/media layout.

**Line Editing** is an additional optional step in quality assurance process for specialized translation/localization workflows and is recommended for your highest-profile content to ensure it is clear, fluid, culturally and linguistically appropriate in the target language(s). A line editor will polish the translation by going over each sentence to confirm your high-stakes message or document is ready for publication. This involves checking for grammar, punctuation, spelling, consistency and word usage, and assisting with rewording sections that need improvement without changing the contextual meaning. It is recommended on a case-by-case basis for high-profile content only.

**Proofreading** as a separate service can be used as a quality assurance step for checking multilingual documents after desktop publishing (DTP) (or typesetting) was completed by a third party to ensure completeness of translation/localization, proper display of foreign characters, and layout.

**Source Document Updates** (Incorporation of changes) are available when your source content has undergone revisions and your translated/localized content needs to be updated to match the original. Depending on the amount of changes made, MasterWord may recommend re-translation with the help of the accumulated Translation Memory to ensure all changes are caught.

**Translation Certification/Notarized Affidavit** is a document certifying completeness and accuracy of the translated/localized text. The translated/localized document(s) receive a statement on a company letterhead which includes (a) a certification that the translation, to MasterWord’s best knowledge, is an accurate and complete representation of the source-language text, and (b) a translation company representative’s signature notarized by a Notary Public.

#### **OPTION 2 – TRANSLATION ONLY (Linguistic tasks only performed by qualified language professionals)**

**Process:** Based on the document’s subject matter, your Project Manager will select a language professional (or a team of language professionals, depending on your turnaround requirements) with relevant subject matter expertise, to translate/localize your document. The language professional(s) will use the project resources, such as glossary, style guide and translation memory to ensure adherence to project terminology, style and other requirements. The correctness of the target text is ensured by using a specialized subject matter linguistic expert; therefore, the resulting translated/localized content will be an accurate reflection of the source text (Please note that when a team of multiple language professionals is used to accommodate your required turnaround, terminology inconsistencies may be present because with Translation Only, editing and proofreading are not included in the scope). Your Project Manager will perform pre-delivery quality assurance by ensuring that the source text was properly translated/localized, and the target document meets your specified layout requirements.

**Desktop publishing (DTP)/Formatting** services include the layout, graphic design, and desktop publishing of written, electronic and multi-media materials. DTP services may include recreation, design or modification of translated/localized document/media layouts to match original document/media or conform to alternate customer requirements for document/media layout.



Translation Services				
	Translation of leveraged content for Options 1 & 2		Option 1: Translation and quality assurance performed by qualified language professionals	Option 2: Translation only performed by qualified language professionals
Language Tiers	Cost Per Exact Match & Repetition	Cost Per Fuzzy Match	Cost Per Unique Word	Cost Per Unique Word
<b>Category A</b> Spanish (Latin American locale) <-> English	████	████	████	████
<b>Category B</b> Major European Languages (ex: Albanian, Bulgarian, Croatian, Czech, French, German, Italian, Slovak, Portuguese European, Polish, Russian, Romanian, etc.), Greek and Portuguese Brazilian <->English	████	████	████	████
<b>Category C</b> Major Nordic and Finno-Ugric Languages (ex: Danish, Finnish, Hungarian, Norwegian, Swedish, etc.); Dutch <->English	████	████	████	████
<b>Category D</b> Hebrew; Arabic; Farsi; Major Turkic Languages (ex: Turkish, Azeri, Uzbek, etc.); Major Asian Languages (Double Byte) (ex: Chinese, Korean, Japanese); Major Indian Languages and South East Asian Languages (ex: Bengali, Cambodian, Hindi, Tagalog, Thai, Vietnamese, Urdu, etc.); Major African Languages (ex: Igbo, Afrikaans, etc.) <->English	████	████	████	████
<b>Category E</b> Languages of Limited Diffusion (ex: Examples: Maay Maay, Dinka, Kayah, K'iche', Blackfoot, etc.) <->English	Will be quoted upon request			
Other Translation Related Services				
Language Tiers	Linguistic (Per Hour)	Desktop Publishing/ Formatting/ File Preparation (Per Hour)	Minimum Charge (Per Request)	
<b>Category A</b> Spanish (Latin American locale) <-> English	████	████	████	
<b>Category B</b> Major European Languages (ex: Albanian, Bulgarian, Croatian, Czech, French, German, Italian, Slovak, Portuguese European, Polish, Russian, Romanian, etc.), Greek and Portuguese Brazilian <->English	████	████	████	
<b>Category C</b> Major Nordic and Finno-Ugric Languages (ex: Danish, Finnish, Hungarian, Norwegian, Swedish, etc.); Dutch <->English	████	████	████	
<b>Category D</b> Hebrew; Arabic; Farsi; Major Turkic Languages (ex: Turkish, Azeri, Uzbek, etc.); Major Asian Languages (Double Byte) (ex: Chinese, Korean, Japanese); Major Indian Languages and South East Asian Languages (ex: Bengali, Cambodian, Hindi, Tagalog, Thai, Vietnamese, Urdu, etc.); Major African Languages (ex: Igbo, Afrikaans, etc.) <->English	████	████	████	
<b>Category E</b> Languages of Limited Diffusion (ex: Examples: Maay Maay, Dinka, Kayah, K'iche', Blackfoot, etc.) <->English	Will be quoted upon request			



## DOCUMENT TRANSLATION & RELATED SERVICES

Please note:

The above rate per word includes:

Option 1: Translation, editing and proofreading performed by qualified linguists

Option 2: Translation only by qualified linguists.

- Translation in AutoCAD format will be quoted on an hourly basis; the number of hours will be based on the drawing size and crowdedness.
- Linguistic hour is applicable for various separate activities, such as editing, proofreading, incorporation of changes/revision, line editing, linguistic assets development and/or management, testing and other linguistic activities that will be quoted based on required scope of work.
- Desktop Publishing/Formatting will be quoted and billed on a case-by-case basis depending on the formatting / Desktop Publishing requirements for the document sent for translation (example: source files are created in InDesign and translation is requested to be submitted in InDesign as well etc.). File preparation will be quoted and billed when necessary to prepare source document for translation processing (i.e., hardcopy documents, uneditable images, etc.).
- Translation of marketing materials may be charged at 1.2 coefficient of Option 2 rates.
- Minimum charges apply when jobs do not meet the minimum threshold.
- Rates for other translation and localization related services (e.g., transcription, subtitling, voice over, transcreation, subject matter expert (SME) recruitment & review, localization & video engineering, customized website connector development, accessibility services (including braille & remediation, etc.) are available and can be quoted upon request.

Cancellation Policy:

If the CLIENT cancels the request after having approved it, the portion of the work completed at the time of cancellation will be billed based on percentage of work completed at the time cancellation is acknowledged.

Additional Fees may apply:

- A Project Management fee of 10% will apply to the total cost of the project.
- 50% Rush Fees may apply if CLIENT requests a translation to be performed on a rush basis, for instance at night, during a weekend or a public holiday. All Rush Fees have to be preapproved by CLIENT in writing in advance.



**ADDITIONAL SERVICES**

MasterWord Services ("MasterWord") provides a comprehensive suite of language access, multilingual communication, and related support services. Services may be provided on an as-needed basis and are subject to availability. Rates and/or estimates for services not expressly included in this Agreement may be quoted upon request and mutually agreed upon in writing. Services include, but are not limited to, the following:

TRANSLATION & LOCALIZATION

- Document translation (all formats, including AutoCAD)
- Editing, proofreading, and linguistic review
- Certified translations with affidavit of accuracy
- Secure AI-powered translation, with human-at-the-core or standalone workflows
- Website, digital content, and eLearning localization
- Content governance and multilingual content strategy

INTERPRETATION & MULTILINGUAL COMMUNICATION

- In-person, legal, and court interpreting
- Over-the-phone (OPI), virtual, and Video Remote Interpreting (VRI)
- Conference and simultaneous interpreting
- Interpretation equipment rental
- AI-enabled and AI-assisted interpreting services, where appropriate

DEAF & HARD-OF-HEARING ACCESS

- ASL interpreting (in-person and virtual), including legal and court settings
- Video Remote Interpreting (VRI)
- Certified Deaf Interpreters (CDI), Mexican Sign Language (LSM), and tactile interpreting for DeafBlind or low-vision consumers
- CART (Communication Access Realtime Translation)

TRAINING & PROFESSIONAL DEVELOPMENT

- Interpreter training and skills assessments
- Translator assessments
- Language proficiency testing for bilingual staff
- Language immersion programs
- Cultural competency training

MULTIMEDIA & AUDIOVISUAL

- Asset conforming and mastering
- Script creation with timing
- Subtitling, closed captioning, and audio description
- Video localization
- Metadata management
- Voice-over and dubbing
- AI-Transcription, dubbing and subtitling

ACCESSIBILITY & REMEDIATION

- Accessibility remediation for websites, documents, and applications
- Section 508, ADA, WCAG, and EN 301 549 compliance
- Accessibility consulting and alternative text creation

AI & LANGUAGE TECHNOLOGY

- AI training data curation and preparation
- Data annotation and labeling
- Content summarization and sentiment analysis
- Retrieval-Augmented Generation (RAG) implementation
- Custom prompt engineering
- AI-assisted language automation and interpretation solutions

ADDITIONAL SERVICES

- In-house call center support with rollover capability
- Onsite managed multilingual services
- Bilingual staffing and linguist placement
- Multilingual outsourcing and desktop publishing
- Other language-related services as mutually agreed

FOR MORE INFORMATION AND A COMPLETE LISTING OF SERVICES PROVIDED BY MASTERWORD, PLEASE VISIT [WWW.MASTERWORD.COM](http://WWW.MASTERWORD.COM) OR CALL US AT +1.866.716.4999

**JEFFERSON COUNTY, TEXAS**

**Jeff Branick, County Judge**



**ATTEST  
DATE**

*Rudie Grumell*  
3/17/2026

## Attachment B

Current Pricing

IFB 23-068/MR

Re-Bid Term Contract for Indigent Burial Plots for Jefferson County

Awarded: February 6, 2024

Claybar Haven  
of Rest  
Cemetery

Item	Description	UOM	Unit Price
1	Burial Plot (initial purchase of 50 plots)	ea	\$595.00
2	Opening and Closing of Plot to include Tent and Chairs	ea	\$805.00
3	Grave Liner	ea	\$555.00
4	Oversized Grave Liner	ea	\$555.00
5	Plastic Urn Vault	ea	\$150.00
6	Marker for Grave	ea	<del>\$225.00</del> \$275.00
	Total		<del>\$2,885.00</del> \$2,935.00

Will the vendor charge costs other than the initial burial plot purchase for children under the age of 18 approved as indigent?	No
---	----

List physical address of the burial plots below.

Physical Location: Haven of Rest Cemetery, US Highway W at Green Pond Road, Beaumont, Texas
---

Claybar Haven of Rest Cemetery  
 1155 North 11th Street  
 Beaumont TX 77702  
 attn: Warren Claybar  
[warrenc@claybardifference.com](mailto:warrenc@claybardifference.com)  
[officebmt@claybardifference.com](mailto:officebmt@claybardifference.com)  
 ph: 409-892-3456 or 409-892-3457  
 fx: 409-892-6477



# CLAYBAR

US Hwy 90 West, Beaumont, Texas 77713 • 409-892-3456

Haven of Rest Cemetery

March 5, 2026

Jefferson County Purchasing Department  
Mistey Reeves  
1149 Pearl St  
Beaumont, TX 77701

Dear Mistey,

Claybar Haven of Rest Cemetery is requesting a price re-determination for the cost of indigent burials that we currently provide the county. We are requesting an increase in the following:

Description	Current Cost	Proposed Cost
Open & Close Grave	\$269.00	\$269.00
ABS Plastic Urn Vault	\$150.00	\$150.00
<i>Granite Grave Marker</i>	<u>\$225.00</u>	<u>\$275.00</u>
TOTAL	\$644.00	\$694.00

This increase is necessary due to an increase from our wholesale supplier.

We appreciate the opportunity to be the provider for indigent burials for Jefferson County and to assist these people that do not have the financial ability to take care of their cremation burial arrangements.

Sincerely,



John Woods

Claybar Haven of Rest Cemetery

March 5, 2026

Jefferson County  
1149 Pearl  
Beaumont Texas 77701

Re: 261035 for JC – Ag Barn Repairs

**Facility Name:** Jefferson County – Ford Park Ag Barn

Ford Park – 5115 Interstate 10 South Beaumont, TX

We are pleased to submit our proposal utilizing our 24/018MR Choice Partners Texas Contract based on local CCI and coefficient of .89.

• **Clean and Adjust Ag Barn Sliding Gates**

Remove dirt, debris, and obstructions from sliding gate tracks at the agricultural barns as necessary to restore proper operation. Clean rollers and guides and adjust gate alignment as required so gates open and close safely. Work is limited to adjustments and minor repairs of existing components.

• **Electrical Panel Safety Repairs and Breaker Testing**

Inspect existing electrical panels serving the agricultural barns and perform necessary repairs to correct unsafe conditions. Install missing breaker filler plates and replace damaged or non-functioning breakers required for safe operation. Work is limited to existing panels and circuits and does not include full panel replacement unless otherwise authorized.

• **Install Weatherproof Electrical Outlet Cover**

Provide and install a weatherproof outlet cover at the exterior outlet located near water areas to correct the existing safety condition. Work is limited to protection of the existing outlet and does not include installation of new circuits.

• **Replace Missing Lighting Fixtures and Secure Exposed Wiring**

Install replacement lighting fixtures where fixtures are currently missing and secure exposed wiring as necessary to eliminate unsafe conditions and restore lighting in the affected areas. Work is limited to existing electrical infrastructure.

• **Repair Metal Roof Leaks**

Repair areas of the metal roof at the steer barn where leaks have been identified. Work includes sealing penetrations, patching small holes, and tightening or replacing fasteners as necessary to stop active leaks. Work does not include full roof replacement or replacement of large roof panel sections unless otherwise authorized.

• **Remove Gutters on Both Ag Barn Perimeter**

Remove damaged and failing gutter sections around the perimeter of the agricultural barns as necessary to eliminate safety hazards and drainage issues. Work includes removal and disposal of existing gutter materials only.

• **Repair Chain Link Fence and Gate Hinges**

Repair damaged sections of chain link fencing and replace gate hinges as necessary to restore proper operation and eliminate openings in the fence line. Work is limited to localized repairs of existing fencing.

• **General Safety Repairs and Cleanup**

Perform minor repairs and adjustments necessary to address identified safety concerns associated with the above scope items and provide cleanup of debris generated by the work.

Proposal Cost	\$ 12,744.42
Bond	\$ -
Total Cost	\$ 12,744.42

We estimate approximately **five (5)** working days. We explicitly exclude all liquidated damages for this project due to the volatility of the market 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 RSMears 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.

Repairs are limited to correcting the identified deficiencies and restoring safe operation of existing systems and components. Work does not include replacement of major building systems, structural components, or utilities unless otherwise authorized.

Any concealed conditions, additional damage, or work outside the scope identified above will be documented and submitted for review and authorization prior to proceeding.

This proposal is based on visible conditions at the time of inspection. Any concealed damage, code-required upgrades, or structural deficiencies discovered during repair work will be identified and submitted for review prior to proceeding with additional work.

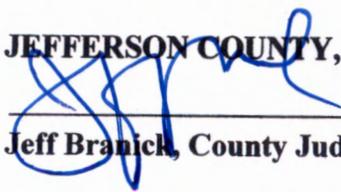
Once the quantities of work and price are approved, the individual Job Order becomes a fixed price lump sum contract.

Please contact me at 409.842.8293 or via e-mail mwaidley@pfg-usa.com if you have any questions or require additional information.

Regards,

**Preferred Facilities Group - USA**  
Operations Manager

**JEFFERSON COUNTY, TEXAS**

  
\_\_\_\_\_  
**Jeff Branick, County Judge**



ATTEST  
DATE

  
3/15/2026



Preliminary Estimate, by estimates

Estimator: Tim Slack  
 JC Ford Park Ag Barn Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
<b>01 - General Requirements</b>						
1	01-31-14-20-0060 Large 3 pole circuit breaker lock out device (over 225 Amp)	Ea.	1.0000	\$37.93	\$37.93	RSM26FAC M, L, B
2	01-54-33-40-0030-1 Hourly operating cost for rent aerial lift, scissor type, to 30' high, 1200 lb. capacity, electric	Ea.	16.0000	\$5.16	\$82.56	RSM26FAC E, O&P
3	01-54-33-40-0030-2 Rent per day for rent aerial lift, scissor type, to 30' high, 1200 lb. capacity, electric	Ea.	2.0000	\$304.17	\$608.34	RSM26FAC E, O&P
4	01-54-33-40-0070-2 Rent per day for rent aerial lift, articulating boom, to 45' high, 500 lb. capacity, diesel	Ea.	1.0000	\$581.28	\$581.28	RSM26FAC E, O&P
5	01-54-36-50-1200 Mobilization or demobilization, delivery charge for small equipment, placed in rear Ea. of, or towed by pickup truck	Ea.	2.0000	\$273.00	\$546.00	RSM26FAC L, E, O&P
6	01-54-36-50-1400 Mobilization or demobilization, delivery charge for equipment, hauled on 20-ton capacity towed trailer	Ea.	2.0000	\$1,100.00	\$2,200.00	RSM26FAC L, E, O&P
<b>01 - General Requirements Total</b>					\$4,056.11	
<b>02 - Existing Conditions</b>						
7	02-41-19-19-0600 Selective demolition, rubbish handling, dumpster, 6 C.Y., 2 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	0.3000	\$455.00	\$136.50	RSM26FAC M, O&P
8	02-41-19-19-3040 Selective demolition, rubbish handling, 50' haul, loading & trucking, hand loading truck, cost to be added to demolition cost	C.Y.	5.0000	\$79.00	\$395.00	RSM26FAC L, E, O&P
<b>02 - Existing Conditions Total</b>					\$531.50	
<b>07 - Thermal and Moisture Protection</b>						
9	07-05-05-10-0120 Selective demolition, thermal and moisture protection, downspouts, including hangers	L.F.	1,320.0000	\$1.82	\$2,402.40	RSM26FAC L, O&P
10	07-05-05-10-0420 Selective demolition, thermal and moisture protection, gutters, metal or wood, edge hung	L.F.	800.0000	\$2.65	\$2,120.00	RSM26FAC L, O&P
11	07-92-13-20-0190 Joint sealants, caulking and sealants, latex acrylic based, cartridges	Gal.	5.0000	\$90.00	\$450.00	RSM26FAC M, O&P
<b>07 - Thermal and Moisture Protection Total</b>					\$4,972.40	
<b>26 - Electrical</b>						
12	26-05-19-35-0020 Wire connector, screw type, #18 to #12	Ea.	6.0000	\$4.10	\$24.60	RSM26FAC M, L, O&P
13	26-05-33-16-1554 Outlet boxes, cast, weatherproof switch cover, 2 gang	Ea.	1.0000	\$30.50	\$30.50	RSM26FAC M, L, O&P
14	26-05-33-35-0200 Flexible metallic conduit, steel, 3/4" diameter	L.F.	8.0000	\$7.05	\$56.40	RSM26FAC M, L, O&P

Preliminary Estimate, by estimates

Estimator: Tim Slack

26 - Electrical

JC Ford Park Ag Barn Repairs

Item	Description	UM	Quantity	Unit Cost	Total	Book
15	26-05-33-35-0440 Flexible metallic conduit, steel, connectors, plain, 3/4" diameter	Ea.	2.0000	\$16.75	\$33.50	RSM26FAC M, L, O&P
16	26-56-23-55-0300 Exterior LED fixture, modular, type IV, 120 V, 50 watt, incl lamps	Ea.	1.0000	\$1,825.00	\$1,825.00	RSM26FAC M, L, O&P
17	26-61-13-30-0300 Fixture whips, 3/8" greenfield, 2 connectors, THHN wire, three #14, 6' long	Ea.	1.0000	\$47.50	\$47.50	RSM26FAC M, L, O&P

26 - Electrical Total

\$2,017.50

32 - Exterior Improvements

18	32-31-13-20-9000 Fence, chain link industrial, minimum labor/equipment charge	Job	1.0000	\$1,825.00	\$1,825.00	RSM26FAC L, E, O&P
19	32-31-13-40-2100 Fence, fabric & accessories, rail, middle/bottom, galvanized barbed wire, 1-5/8" diameter, with tie wire	L.F.	10.0000	\$9.80	\$98.00	RSM26FAC M, L, E, O&P

32 - Exterior Improvements Total

\$1,923.00

Trades

20	CLAB Common Building Laborers - 2025 RSMeans Facilities O&P Rate	Hour	48.0000	\$78.60	\$3,772.80	Trades L, O&P
<b>Trades Total</b>					<b>\$3,772.80</b>	

Estimate Grand Total

12,744.42



409.883.5465

GandGenterprises.com

hello@gandgenterprises.com

March 6, 2026

Jefferson County Purchasing Department  
Attn: Ms. Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Re: CHANGE PROPOSAL REQUEST #01  
JOC 25-080/MR, Road & Bridge Precinct 1 Building Renovations  
Region V Contract 20200905

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we provide the following modifications as requested:

RECEIVED MAR 09 2026

**Description of Change:**

 <b>ENTERPRISES</b> 409.883.5465 GandGenterprises.com hello@gandgenterprises.com	PROJECT NAME:	ROAD & BRIDGE PRECINCT 1 BUILDING RENOVATIONS			
	CHANGE PROPOSAL NUMBER:	1			
	REASON FOR CHANGE:	OWNER REQUEST			
	DATE SUBMITTED:	2/24/2026			
	TAX STATUS:	TAX EXEMPT INCORPORATED MATERIALS & LABOR			
	SCHEDULE IMPACT (CALENDAR DAYS):	0			
	CHANGE PROPOSAL EXPIRES ON:	3/3/2026			
	ATTACHMENTS PROVIDED?	YES			
	SCOPE OF WORK	QTY	UNIT	UNIT PRICE	TOTAL
	CONTRACTOR CONTINGENCY INCLUDED IN AGREEMENT	1	LS	\$ (5,000.00)	\$ (5,000.00)
PAINT MILLWORK AT MAIN ENTRANCE	1	LS	\$ 1,275.00	\$ 1,275.00	
PROVIDE ADDITIONAL DEMOLITION AS REQUESTED	1	LS	\$ 1,500.00	\$ 1,500.00	
EXPEDITING FEES FOR DOOR HARDWARE	1	LS	\$ 996.00	\$ 996.00	
INSTALL ICE MAKER BOX & MAKE CONNECTIONS	1	LS	\$ 390.00	\$ 390.00	
PROVIDE & INSTALL ELECTRIFIED HARDWARE AT STOREFRONT ENTRANCE DOOR	1	LS	\$ 1,890.00	\$ 1,890.00	
PROVIDE POWER TO ELECTRIFIED HARDWARE AT ENTRANCE DOOR	1	LS	\$ 1,339.00	\$ 1,339.00	
PROVIDE ADDITIONAL POWER RECEPTACLES AS REQUESTED	1	LS	\$ 1,104.88	\$ 1,104.88	
PROVIDE & INSTALL ACCESS CONTROL FUNCTION AS REQUESTED	1	LS	\$ 1,247.00	\$ 1,247.00	
WASTE MANAGEMENT	1	LS	\$ 727.00	\$ 727.00	
PAYMENT & PERFORMANCE BONDS	1	LS	\$ -	\$ -	
GENERAL LIABILITY, AUTO, W/C, EXCESS LIABILITY INSURANCE	1	LS	\$ 26.24	\$ 26.24	
JOB ORDER CONTRACT FEE (3.5%)	1	LS	\$ 452.37	\$ 452.37	
GENERAL CONDITIONS: APPLY ONLY IF THIS CHANGE PROPOSAL INCREASES THE CONTRACT TIME	1	LS	\$ -	\$ -	
GENERAL CONDITIONS: APPLY REGARDLESS OF CONTRACT TIME	1	LS	\$ 1,009.39	\$ 1,009.39	
<b>TOTAL</b>	<b>1</b>	<b>LS</b>	<b>\$ -</b>	<b>\$ 6,956.88</b>	

**Cost Impact: \$ 6,956.88**



409.883.5465  
GandGenterprises.com  
hello@gandgenterprises.com

**Time Impact:** The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.

**Clarification(s):** All work involved in this change proposal shall be performed in accordance with the contract documents and requirements except as modified by this change proposal.

**Expiration:** This Proposal shall remain open for seven (7) calendar day(s).

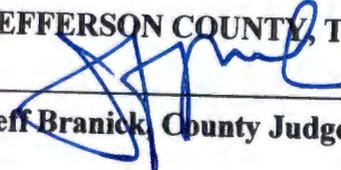
**Attachment(s):** Change Proposal backup material from applicable subcontractors and suppliers.

Please contact me if you have any questions regarding the information contained herein.

Best regards,

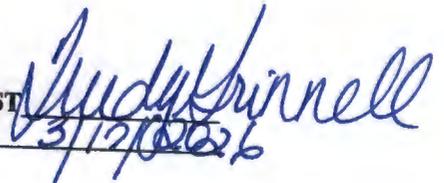
Digitally signed by Ian Garrett  
DN: cn=Ian Garrett,  
o=GandG Enterprises, ou=Estimator,  
email=ian.garrett@gandg.com,  
c=US  
ian garrett  
Ian Garrett  
Estimator

JEFFERSON COUNTY, TEXAS

  
Jeff Branick, County Judge



ATTEST  
DATE

  
3/12/2026



2903 Terrell St. Beaumont, TX 77701  
 Phone: (409) 284-2339

## Proposal

PROPOSAL SUBMITTED TO CLIENT:		TODAY'S DATE
G&G Enterprises		March 05, 2026
PHONE NUMBER	Email	JOB NAME
(409)883-5465	i.garrett@gandgenterprises.com	Jefferson CO PCT #1 Interior Renovation
ADDRESS, CITY, STATE, ZIP		JOB LOCATION
3260 Eastex Fwy. Beaumont, Texas 77703		20205 U S-90 Beaumont, Texas 77713

We propose herby to furnish **labor, material, and equipment** necessary for the completion of:  
 As per "walkthrough"

Paint entry cabinets (excluding top and elevated front trim/moulding)                      Labor: \$875.00    Material: \$400.00

*(Exclusions: overtime, dumpsters, shop/engineered drawings, bonds, permits, licenses, inspections, and labor only material.)*

We propose herby to furnish the aforementioned project– complete in accordance with the above specifications for the sum of:

One Thousand Two Hundred Seventy Five Dollars

\$1,275

Payment as follows: **Net-30**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification including extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature    Ramiro Nunez

(Angels Drywall Company, LLC. Representative)

Note: This proposal may be withdrawn or is subject to price increase not accepted within **30 days**.

~~CLIENT'S ACCEPTANCE OF PROPOSAL~~ The above prices, specification and

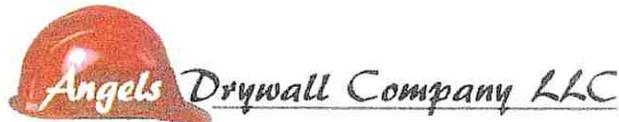
~~conditions are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.~~

~~Customer Signature \_\_\_\_\_~~

~~Date of Acceptance \_\_\_\_\_~~

To schedule a time for us to complete the work or if you have any questions, please contact

[Quality@AngelsDrywall.com](mailto:Quality@AngelsDrywall.com) | [www.AngelsDrywall.com](http://www.AngelsDrywall.com)



2903 Terrell St. Beaumont, TX 77701

Phone: (409) 284-2339

## Proposal

PROPOSAL SUBMITTED TO CLIENT:		TODAY'S DATE
G&G Enterprises		January 14, 2026
PHONE NUMBER	Email	JOB NAME
(409)883-5465	i.garrett@gandenterprises.com	Jefferson CO PCT #1 Interior Renovation
ADDRESS, CITY, STATE, ZIP		JOB LOCATION
3260 Eastex Fwy. Beaumont, Texas 77703		20205 U S-90 Beaumont, Texas 77713

We propose herby to furnish **labor, material, and equipment** necessary for the completion of:

As per "walkthrough"

Demo paneling in two rooms that were not in original scope.

Demo base & ceilings, install sheetrock, T, F, T, P in two additional closets not in floor plan. Install new ceilings in closets.

Demo 2 doors and hardware not in original scope & **labor only** for installing new door and hardware after sheetrock.

Demo paneling for electrical conduits, demo paneling in 1 area for blocking for a TV bracket.

\$1,500.00

**(Exclusions: moving furniture, sales tax, overtime, wood moulding/trim, finish millwork, painting/staining cabinets, dumpsters, staining wood, shop/engineered drawings, bonds, permits, licenses, inspections, insulation at walls, foam insulation, ceiling tiles with sprinklers, ceiling tiles with lights, ceiling tiles with alarm/IT, exterior painting (other than door and frame), painting/staining floors, labor only material, material for frames/doors, hanging wires for NEW light fixtures, and work at attic )**

We propose herby to furnish the aforementioned project– complete in accordance with the above specifications for the sum of:

One thousand five hundred dollars

\$1,500.00

Payment as follows: Net-30

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification including extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature Ramiro Nunez  
(Angels Drywall Company, LLC. Representative)

Note: This proposal may be withdrawn or is subject to price increase not accepted within 30 days.

CLIENT'S ACCEPTANCE OF PROPOSAL The above prices, specification and conditions are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature \_\_\_\_\_  
Date of Acceptance \_\_\_\_\_

To schedule a time for us to complete the work or if you have any questions, please contact

[Quality@AngelsDrywall.com](mailto:Quality@AngelsDrywall.com) | [www.AngelsDrywall.com](http://www.AngelsDrywall.com)



CHANGE ORDER

ALCODE PLUMBING LLC.  
1285 W. CARDINAL DRIVE  
BEAUMONT, TX 77705  
(409)840-6063 FAX 840-6085

FEBRUARY 13, 2026

IAN  
G&G

RE: JEFFERSON COUNTY PRECINT #1

WE PROPOSE TO FURNISH LABOR AND MATERIAL AS LISTED BELOW :

1. INSTALL ICE MAKER BOX & FINAL CONNECTIONS-----\$225.
2. LABOR-----\$135.

FOR THE SUM OF \$390.

EXCLUDE:

1.TAX

---

DAVID DEVORE, PRESIDENT



# Change Order

## Added Receptacles

**Bayou Electric, Inc**

P.O. Box 1995

Vidor, Texas 77670

Phone: 409-742-2968

Website: Bayouelectricinc.com

General Contractor

12 January 2026

Job ID: JOB-0603

AWARDED - KG

Attention: General Contractor

Re: Change Order CO-0001 for: Jefferson County Precinct #1 - Office Renovation

We are pleased to quote on the above Change Order CO-0001 as follows.

1. Furnish and install (3) new receptacles tied into existing circuits.
2. Furnish and install (1) Copier receptacle with new dedicated branch circuit. Breaker is included.
- 3.

We reserve the right to correct this quote for errors and or omissions. All wiring to meet the requirements of the 2023 National Electrical Code.

**Pricing:**

For the Sum of \$1,104.88

The Change Order expires on 12-Jan-26.

We request an additional 0 days be added to the completion date of the project.

Sincerely,

---

Justin Jackson  
Bayou Electric, Inc





**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: March 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, April 4, 2026 at 9:00 a.m.

Thank you.

JEFFERSON COUNTY, TEXAS  
1149 PEARL STREET  
BEAUMONT, TX 77701

SURPLUS PROPERTY SALE  
HORN AUCTION  
April 4, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
SHERIFF - WARRANTS contact person: Joe Zurita	2020 CHEVROLET SILVERADO	1GCUYAEFXLZ107523	36738

ATTEST  
DATE 4/19/2026



Approved by Commissioners' Court:



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

1001 Pearl Street  
Beaumont, TX 77701  
(409) 835-8411

Donta Miller  
Chief of Law Enforcement  
donta.miller@jeffersoncountytexas.gov

John Shauberg  
Chief of Corrections  
john.schauberg@jeffersoncountytexas.gov

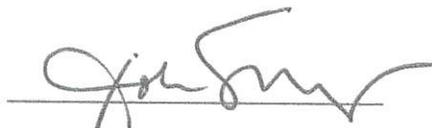
TO: Rebekah Patin  
Jefferson County Auditing Department

FROM: Chief John Shauberg  
Jefferson County Sheriff's Office

RE: Transfer Funds FY 2026

DATE: March 9, 2026

Please consider and possibly approve a budget transfer of \$150,000.00 from budget account 120-3062-423-6022 Furniture and Fixtures to 120-3062-423-50-81 Relief Board and Lodging for housing inmates at the LaSalle downtown jail.



Chief John Shauberg

**Jefferson County  
Veteran Service  
Office**

# Memo

**To:** Fran  
**From:** Pamela Miller  
**CC:**  
**Date:** March 9, 2026  
**Re:** Budget Transfer

---

I am requesting to transfer \$1,000.00 from Extra Help (10-05) to Office Supplies (30-78) to cover our cost for the replacement of broken office chairs.

Thank you,



Pamela Miller

Veteran Service Officer



Jefferson County Courthouse 210  
1149 Pearl Street  
4th Floor  
Beaumont, Texas 77701  
(409) 835-8441

China Service Center  
20205 W. Hwy 90  
China, TX 77613  
(409) 434-5430

**BRANDON WILLIS**  
Commissioner  
Precinct #1

**TO: Rebekah Patin and Fran Lee, Auditing**  
**FROM: Lori Fountain, Pct. #1 Road and Bridge**  
**DATE: March 9, 2026**  
**RE: Budget Transfer – Agenda Item**

Transfer from Acct. #	111-0102-431.30-99	Misc. Supplies		\$ 6,141.
Transfer to Acct. #	111-0108-431.60-14	Capital Outlay/Buildings & Structures	\$6,141.	

This transfer request is to cover the G & G change order due to additional work and materials needed for the remodel.

Please add to next agenda.

Thank you,

Lori



JOC 25-080/MR  
Change Order #1

211

409.883.5465

GandGenterprises.com

hello@gandgenterprises.com

March 6, 2026

Jefferson County Purchasing Department  
Attn: Ms. Deborah L. Clark, Purchasing Agent  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, TX 77701

Re: CHANGE PROPOSAL REQUEST #01  
JOC 25-080/MR, Road & Bridge Precinct 1 Building Renovations  
Region V Contract 20200905

This Proposal is for the Change referenced above and more particularly defined by the Scope of Work comprised of this Proposal, its Attachments, and other Contract Documents incorporated by reference. Therefore, we provide the following modifications as requested:

RECEIVED MAR 09 2026

Description of Change:

 409.883.5465 GandGenterprises.com hello@gandgenterprises.com	PROJECT NAME:	ROAD & BRIDGE PRECINCT 1 BUILDING RENOVATIONS		
	CHANGE PROPOSAL NUMBER:	1		
	REASON FOR CHANGE:	OWNER REQUEST		
	DATE SUBMITTED:	2/24/2026		
	TAX STATUS:	TAX EXEMPT INCORPORATED MATERIALS & LABOR		
	SCHEDULE IMPACT (CALENDAR DAYS):	0		
CHANGE PROPOSAL EXPIRES ON:	3/3/2026			
ATTACHMENTS PROVIDED?	YES			
<b>SCOPE OF WORK</b>	<b>QTY</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
CONTRACTOR CONTINGENCY INCLUDED IN AGREEMENT	1	L5	\$ (5,000.00)	\$ (5,000.00)
PAINT MILLWORK AT MAIN ENTRANCE	1	L5	\$ 1,275.00	\$ 1,275.00
PROVIDE ADDITIONAL DEMOLITION AS REQUESTED	1	L5	\$ 1,500.00	\$ 1,500.00
EXPEDITING FEES FOR DOOR HARDWARE	1	L5	\$ 996.00	\$ 996.00
INSTALL ICE MAKER BOX & MAKE CONNECTIONS	1	L5	\$ 390.00	\$ 390.00
PROVIDE & INSTALL ELECTRIFIED HARDWARE AT STOREFRONT ENTRANCE DOOR	1	L5	\$ 1,890.00	\$ 1,890.00
PROVIDE POWER TO ELECTRIFIED HARDWARE AT ENTRANCE DOOR	1	L5	\$ 1,339.00	\$ 1,339.00
PROVIDE ADDITIONAL POWER RECEPTACLES AS REQUESTED	1	L5	\$ 1,104.88	\$ 1,104.88
PROVIDE & INSTALL ACCESS CONTROL FUNCTION AS REQUESTED	1	L5	\$ 1,247.00	\$ 1,247.00
WASTE MANAGEMENT	1	L5	\$ 727.00	\$ 727.00
PAYMENT & PERFORMANCE BONDS	1	L5	\$ -	\$ -
GENERAL LIABILITY, AUTO, W/C, EXCESS LIABILITY INSURANCE	1	L5	\$ 26.24	\$ 26.24
JOB ORDER CONTRACT FEE (3.5%)	1	L5	\$ 452.37	\$ 452.37
GENERAL CONDITIONS: APPLY ONLY IF THIS CHANGE PROPOSAL INCREASES THE CONTRACT TIME	1	L5	\$ -	\$ -
GENERAL CONDITIONS: APPLY REGARDLESS OF CONTRACT TIME	1	L5	\$ 1,009.39	\$ 1,009.39
<b>TOTAL</b>	<b>1</b>	<b>L5</b>	<b>\$ -</b>	<b>\$ 6,956.88</b>

Cost Impact: \$ 6,956.88





409.883.5465  
GandGenterprises.com  
hello@gandgenterprises.com

**Time Impact:** The duration of the Work to achieve Substantial Completion will be **UNCHANGED**.

**Clarification(s):** All work involved in this change proposal shall be performed in accordance with the contract documents and requirements except as modified by this change proposal.

**Expiration:** This Proposal shall remain open for seven (7) calendar day(s).

**Attachment(s):** Change Proposal backup material from applicable subcontractors and suppliers.

Please contact me if you have any questions regarding the information contained herein.

Best regards,

Digitally signed by Ian Garrett  
DN: cn=Ian Garrett,  
ou=GandG, ou=Estimator,  
c=US  
ian garrett  
Ian Garrett  
Estimator



2903 Terrell St. Beaumont, TX 77701  
 Phone: (409) 284-2339

## Proposal

PROPOSAL SUBMITTED TO CLIENT: G&G Enterprises		TODAY'S DATE March 05, 2026
PHONE NUMBER (409)883-5465	Email i.garrett@gandgenterprises.com	JOB NAME Jefferson CO PCT #1 Interior Renovation
ADDRESS, CITY, STATE, ZIP 3260 Eastex Fwy. Beaumont, Texas 77703		JOB LOCATION 20205 U S-90 Beaumont, Texas 77713

We propose herby to furnish **labor, material, and equipment** necessary for the completion of:  
 As per "walkthrough"

Paint entry cabinets (excluding top and elevated front trim/moulding)                      Labor: \$875.00    Material: \$400.00

(Exclusions: overtime, dumpsters, shop/engineered drawings, bonds, permits, licenses, inspections, and labor only material.)

We propose herby to furnish the aforementioned project- complete in accordance with the above specifications for the sum of:

One Thousand Two Hundred Seventy Five Dollars

\$1,275

Payment as follows: **Net-30**

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification including extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature                     Ramiro Nunez                      
 (Angels Drywall Company, LLC. Representative)

Note: This proposal may be withdrawn or is subject to price increase not accepted within **30 days**.

**CLIENT'S ACCEPTANCE OF PROPOSAL** The above prices, specification and conditions are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature \_\_\_\_\_  
 Date of Acceptance \_\_\_\_\_

To schedule a time for us to complete the work or if you have any questions, please contact  
[Quality@AngelsDrywall.com](mailto:Quality@AngelsDrywall.com) | [www.AngelsDrywall.com](http://www.AngelsDrywall.com)



2903 Terrell St. Beaumont, TX 77701  
 Phone: (409) 284-2339

## Proposal

PROPOSAL SUBMITTED TO CLIENT: G&G Enterprises		TODAY'S DATE January 14, 2026
PHONE NUMBER (409)883-5465	Email l.garrett@gandenterprises.com	JOB NAME Jefferson CO PCT #1 Interior Renovation
ADDRESS, CITY, STATE, ZIP 3260 Eastex Fwy. Beaumont, Texas 77703		JOB LOCATION 20205 U S-90 Beaumont, Texas 77713

We propose herby to furnish **labor, material, and equipment** necessary for the completion of:  
 As per "walkthrough"

Demo paneling in two rooms that were not in original scope.

Demo base & ceilings, install sheetrock, T, F, T, P in two additional closets not in floor plan. Install new ceilings in closets.

Demo 2 doors and hardware not in original scope & **labor only** for installing new door and hardware after sheetrock.

Demo paneling for electrical conduits, demo paneling in 1 area for blocking for a TV bracket.

\$1,500.00

(Exclusions: moving furniture, sales tax, overtime, wood moulding/trim, finish millwork, painting/staining cabinets, dumpsters, staining wood, shop/engineered drawings, bonds, permits, licenses, inspections, insulation at walls, foam insulation, ceiling tiles with sprinklers, ceiling tiles with lights, ceiling tiles with alarm/IT, exterior painting (other than door and frame), painting/staining floors, labor only material, material for frames/doors, hanging wires for NEW light fixtures, and work at attic )

We propose herby to furnish the aforementioned project- complete in accordance with the above specifications for the sum of:

One thousand five hundred dollars

\$1,500.00

Payment as follows: Net-30

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specification including extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. If either party commences legal action to enforce its rights pursuant to this agreement, the prevailing party in said legal action shall be entitled to recover its reasonable attorney's fees and costs of litigation relating to said legal action, as determined by a court of competent jurisdiction.

Authorized Signature Ramiro Nunez  
 (Angels Drywall Company, LLC. Representative)

Note: This proposal may be withdrawn or is subject to price increase not accepted within 30 days.

CLIENT'S ACCEPTANCE OF PROPOSAL The above prices, specification and conditions are herby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature \_\_\_\_\_

Date of Acceptance \_\_\_\_\_

To schedule a time for us to complete the work or if you have any questions, please contact  
[Quality@AngelsDrywall.com](mailto:Quality@AngelsDrywall.com) | [www.AngelsDrywall.com](http://www.AngelsDrywall.com)



# Proposed Change Order

Change Order #: 002  
Date: 1/29/2026

Sold To: G & G ENTERPRISES  
3260 EASTEX FREEWAY  
BEAUMONT TX 77703  
Phone: (409) 883-5465

Ship To: G & G ENTERPRISES  
20205 US HWY 90  
BEAUMONT, TX 77713

Project Mgr: COREY MUNGER

Job Name: JEFFERSON COUNTY PRECINCT #1  
Our Job #: 25-365  
Description: EXPEDITE KD HM FRAMES

Date Required	Customer CO#	Requestor	Ship Via
ASAP		IAN GARRETT	

Qty	Item Description		Price
1LOT	EXPEDITE (QUICKEST), ~1 WEEK	ADD --->	\$ 4,900.00
1LOT	EXPEDITE (QUICKER), 2.5 WEEKS	ADD --->	\$ 996.00
***IN ORDER TO LOCK THESE LEAD TIMES AND PRICES IN I'LL NEED AN ANSWER AS EARLY AS POSSIBLE TODAY, 1/29/26***			
Subtotal			\$
Tax			\$
Freight			\$
Total			\$

Notes:

Approved By: \_\_\_\_\_ (Print Name) \_\_\_\_\_ (Signature) \_\_\_\_\_ (Date Signed)

*We appreciate your business!*

19981 Hwy 69S • Tyler, TX 75703 • P: 903.561.1921 • F: 903.561.4932

The above quotation is based on current market prices and subject to review and escalation if not accepted within 15 days, for delivery within 90 days, or as soon as possible.

**CHANGE ORDER**

**ALCODE PLUMBING LLC.**  
1285 W. CARDINAL DRIVE  
BEAUMONT, TX 77705  
(409)840-6063 FAX 840-6085

FEBRUARY 13, 2026

---

IAN  
G&G

RE: JEFFERSON COUNTY PRECINT #1

WE PROPOSE TO FURNISH LABOR AND MATERIAL AS LISTED BELOW :

- 1. INSTALL ICE MAKER BOX & FINAL CONNECTIONS-----\$225.
- 2. LABOR-----\$135.

FOR THE SUM OF \$390.

---

EXCLUDE:

1.TAX

---

DAVID DEVORE, PRESIDENT



# Change Order

## Added Receptacles

### Bayou Electric, Inc

P.O. Box 1995

Vidor, Texas 77670

Phone: 409-742-2968

Website: Bayouelectricinc.com

General Contractor

12 January 2026

Job ID: JOB-0603

AWARDED - KG

Attention: General Contractor

Re: Change Order CO-0001 for: Jefferson County Precinct #1 - Office Renovation

We are pleased to quote on the above Change Order CO-0001 as follows.

1. Furnish and install (3) new receptacles tied into existing circuits.
2. Furnish and install (1) Copier receptacle with new dedicated branch circuit. Breaker is included.
- 3.

We reserve the right to correct this quote for errors and or omissions. All wiring to meet the requirements of the 2023 National Electrical Code.

**Pricing:**

For the Sum of \$1,104.88

The Change Order expires on 12-Jan-26.

We request an additional 0 days be added to the completion date of the project.

Sincerely,

---

Justin Jackson  
Bayou Electric, Inc



NAME	AMOUNT	CHECK NO. 219	TOTAL
ROAD & BRIDGE PCT.#1			
BEAUMONT TRACTOR COMPANY	387.66	537434	
M&D SUPPLY	37.68	537462	
SANITARY SUPPLY, INC.	172.50	537470	
SOUTHERN TIRE MART, LLC	3,648.24	537488	
ADVANCE AUTO PARTS	48.57	537543	
A-1 MAIDA FENCE COMPANY	1,200.00	537553	
REPUBLIC SERVICES # 862	73.61	537557	
TRENDSETTER SCREENPRINTING	80.00	537593	
			5,648.26**
ROAD & BRIDGE PCT.#2			
ENTERGY	516.58	537452	
HARTMANN BLDG. SPECIALITIES	398.10	537457	
ACE IMAGEWEAR	40.59	537473	
S.E. TEXAS BUILDING SERVICE	520.00	537475	
AT&T	96.32	537484	
TRI-CITY FASTENER & SUPPLY	16.44	537485	
BUMPER TO BUMPER	444.14	537514	
MARTIN MARIETTA MATERIALS	7,135.98	537555	
REPUBLIC SERVICES # 862	83.13	537557	
ODP BUSINESS SOLUTIONS, LLC	148.49	537590	
AMAZON CAPITAL SERVICES	131.22	537594	
			9,530.99**
ROAD & BRIDGE PCT. # 3			
FARM & HOME SUPPLY	116.35	537446	
ENTERGY	490.93	537452	
S.E. TEXAS BUILDING SERVICE	162.50	537475	
WINDSTREAM	49.05	537516	
REPUBLIC SERVICES # 862	73.61	537557	
			892.44**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	3,868.64	537431	
CINTAS, INC.	272.22	537436	
RB EVERETT & COMPANY, INC.	1,177.50	537444	
ENTERGY	21.94	537452	
H.D. INDUSTRIES, INC.	5,478.13	537456	
M&D SUPPLY	300.49	537462	
SANITARY SUPPLY, INC.	222.93	537470	
SOUTHEAST TEXAS WATER	73.95	537483	
MARTIN PRODUCT SALES LLC	197.95	537517	
REPUBLIC SERVICES # 862	226.45	537557	
O'REILLY AUTO PARTS	352.50	537567	
GULF COAST	3,354.75	537571	
ODP BUSINESS SOLUTIONS, LLC	299.11	537590	
AMERICAN WELDING AND GAS INC	516.20	537611	
			16,362.76**
ENGINEERING FUND			
VERIZON WIRELESS	117.97	537498	
			117.97**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	93.18	537438	
ENTERGY	62.40	537452	
LOWE'S HOME CENTERS, INC.	394.08	537507	
PRO CHEM INC	365.80	537539	
			915.46**
GENERAL FUND			
TAX OFFICE			
SOUTHEAST TEXAS WATER	359.70	537481	
AT&T	95.76	537484	
ULINE SHIPPING SUPPLY SPECIALI	2,258.11	537486	
UNITED STATES POSTAL SERVICE	414.67	537503	
US POSTAL SERVICE	1,870.00	537505	
ROCHESTER ARMORED CAR CO INC	378.40	537532	
RT LAWRENCE CORPORATION	67,772.00	537540	
REPUBLIC SERVICES # 862	36.80	537557	

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	1,232.11	537590	74,417.55*
COUNTY HUMAN RESOURCES			
BAPTIST PHYSICIAN NETWORK	295.00	537504	
ODP BUSINESS SOLUTIONS, LLC	81.66	537590	376.66*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	5.92	537503	
ODP BUSINESS SOLUTIONS, LLC	220.32	537590	226.24*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	223.29	537503	
FUNCTION 4 LLC	374.00	537561	
FUNCTION4	695.72	537581	1,293.01*
COUNTY JUDGE			
LAW OFFICE OF J SCOTT FREDERICK	500.00	537551	500.00*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	8.62	537503	8.62*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	111.69	537503	111.69*
PRINTING DEPARTMENT			
LINDENMEYR MUNROE	501.25	537577	
TREVIPAY	130.00	537610	631.25*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	301.47	537443	
THE EXAMINER	667.50	537445	
UNITED STATES POSTAL SERVICE	10.46	537503	979.43*
GENERAL SERVICES			
JEFFERSON CTY. APPRAISAL DISTRICT	311,726.93	537460	
CASH ADVANCE ACCOUNT	55.00	537461	
ROCHESTER ARMORED CAR CO INC	6,049.78	537532	
PATTILLO BROWN & HILL LLP	31,500.00	537534	
BOSWORTH PAPERS	5,727.05	537578	355,058.76*
DATA PROCESSING			
ODP BUSINESS SOLUTIONS, LLC	419.89	537590	419.89*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	2.22	537503	2.22*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	25.90	537503	
PENSKE TRUCK LEASING CO LP	880.70	537508	
AT&T MOBILITY	4,013.47	537556	
ODP BUSINESS SOLUTIONS, LLC	193.14	537590	
BLUE TRITON BRANDS INC	128.42	537608	5,241.63*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	126.49	537503	
ODP BUSINESS SOLUTIONS, LLC	74.11	537590	200.60*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	385.42	537503	

NAME	AMOUNT	CHECK NO.	TOTAL
CHAPMAN VENDING	193.31	537579	578.73*
CRIMINAL DISTRICT COURT			
DONALD W. DUESLER & ASSOC.	9,077.60	537441	
MARSHA NORMAND	8,750.00	537466	
KEVIN S. LAINE	4,375.00	537489	
JOHN D WEST	8,750.00	537495	
KIMBERLY R. BROUSSARD	2,596.00	537524	
JASON ROBERT NICKS	4,375.00	537527	
RAEGAN MINALDI	8,750.00	537604	46,673.60*
136TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	26.84	537503	26.84*
172ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.74	537503	
AMAZON CAPITAL SERVICES	4,030.82	537594	4,031.56*
252ND DISTRICT COURT			
KEVIN S. LAINE	4,375.00	537489	
CHARLES ROJAS	8,750.00	537493	
UNITED STATES POSTAL SERVICE	22.04	537503	
JASON ROBERT NICKS	4,375.00	537527	
ALLEN PARKER	8,750.00	537528	
BRITTANIE HOLMES	8,750.00	537541	
MARVIN LEWIS JR	8,750.00	537568	43,772.04*
279TH DISTRICT COURT			
RANDY SHELTON	400.00	537472	400.00*
317TH DISTRICT COURT			
MARVA PROVO	1,075.00	537467	
SOUTHEAST TEXAS WATER	87.70	537476	
MATUSKA LAW FIRM	325.00	537546	
MARITZA BARRERA	85.00	537606	1,572.70*
JUSTICE COURT-PCT 1 PL 1			
SOUTHEAST TEXAS WATER	45.45	537479	
UNITED STATES POSTAL SERVICE	66.36	537503	
AMAZON CAPITAL SERVICES	118.60	537594	230.41*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	42.92	537503	42.92*
JUSTICE COURT-PCT 2			
THOMSON REUTERS-WEST	137.38	537544	137.38*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	48.87	537503	48.87*
JUSTICE OF PEACE PCT. 8			
AMAZON CAPITAL SERVICES	136.92	537594	136.92*
COUNTY COURT AT LAW NO.1			
SOUTHEAST TEXAS WATER	65.10	537478	
UNITED STATES POSTAL SERVICE	5.18	537503	
ROBERT TRAPP	427.47	537547	497.75*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	350.00	537430	

NAME	AMOUNT	CHECK NO. 222	TOTAL
THOMAS J. BURBANK PC	350.00	537435	
JOHN EUGENE MACEY	350.00	537463	
MARVA PROVO	350.00	537467	
UNITED STATES POSTAL SERVICE	27.38	537503	
JOEL WEBB VAZQUEZ	425.00	537511	
LAURIE PEROZZO	350.00	537526	
WILLIAM MARCUS WILKERSON	350.00	537542	
MATUSKA LAW FIRM	250.00	537546	
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	537599	
COUNTY COURT AT LAW NO. 3			3,152.38*
TODD W LEBLANC	600.00	537430	
MARVA PROVO	425.00	537467	
UNITED STATES POSTAL SERVICE	12.58	537503	
JENNIFER DELAGE	400.00	537559	
BENJAMIN ALAN JEFFERIES	250.00	537598	
THE LAW OFFICE OF CHRISTY L CAUTHEN	1,200.00	537599	
COURT MASTER			2,887.58*
LAWRENCE E THORNE III	4,743.06	537531	
SHERIFF'S DEPARTMENT			4,743.06*
CITY OF NEDERLAND	26.20	537439	
ENTERGY	785.30	537452	
CASH ADVANCE ACCOUNT	924.01	537461	
AT&T	194.25	537484	
MOTOROLA SOLUTIONS INC	1,250.00	537490	
UNITED STATES POSTAL SERVICE	1,488.96	537503	
RITA HURT	550.00	537536	
JOEL PICOU	500.00	537537	
REPUBLIC SERVICES # 862	73.61	537557	
STALKER RADAR	452.00	537565	
ODP BUSINESS SOLUTIONS, LLC	116.77	537590	
AMAZON CAPITAL SERVICES	159.98	537594	
WILLIAM O HORN	1,700.00	537602	
CRIME LABORATORY			8,221.08*
FED EX	96.42	537448	
FISHER SCIENTIFIC	411.45	537449	
SOUTHEAST TEXAS WATER	84.90	537482	
CDW COMPUTER CENTERS, INC.	213.80	537491	
CLINIQA CORPORATION	1,167.80	537513	
LEEDS PRECISION INSTRUMENTS, INC.	3,495.00	537570	
JAIL - NO. 2			5,469.37*
CITY OF BEAUMONT - WATER DEPT.	16.00	537437	
ENTERGY	40,132.25	537452	
M&D SUPPLY	96.86	537462	
MAVERICK COMMUNICATIONS, INC.	2,741.95	537464	
ROMERO GLASS CO.	1,221.00	537469	
SHERWIN-WILLIAMS	702.64	537474	
AT&T	39.92	537484	
LOWE'S HOME CENTERS, INC.	291.94	537507	
INDUSTRIAL & COMMERCIAL MECHANICAL	932.00	537538	
REPUBLIC SERVICES # 862	5,183.52	537557	
FERGUSON ENTERPRISES INC	10,369.82	537563	
ODP BUSINESS SOLUTIONS, LLC	1,946.75	537590	
LONE STAR PRISONER TRANSPORT INC	2,400.00	537603	
AMERICAN WELDING AND GAS INC	281.65	537611	
TEK84 INC	8,600.00	537613	
COOKS DIRECT INC	1,750.90	537614	
JUVENILE PROBATION DEPT.			76,707.20*
FED EX	9.92	537447	
CASH ADVANCE ACCOUNT	2,243.34	537461	
UNITED STATES POSTAL SERVICE	5.18	537503	
ROXANA MITCHELL	290.73	537554	
JUVENILE DETENTION HOME			2,549.17*

NAME	AMOUNT	CHECK NO. 223	TOTAL
ENTERGY	3,963.63	537452	
MOORE SERVICE CO., INC.	1,349.54	537465	
S.E. TEXAS BUILDING SERVICE	2,250.00	537475	
BEN E KEITH COMPANY	1,558.72	537510	
VANSCHUCA SANDERS-CHEVIS	400.00	537518	
REPUBLIC SERVICES # 862	519.60	537557	
LA COSTA DENTAL OF PORT ARTHUR PA	35.00	537566	
BAK GLOBAL LLC	200.00	537595	
			10,276.49*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	48.87	537503	
			48.87*
CONSTABLE-PCT 4			
DISH NETWORK	99.43	537520	
			99.43*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	10.62	537503	
TRANSUNION RISK AND ALTERNATIVE	354.00	537550	
			364.62*
AGRICULTURE EXTENSION SVC			
SOUTHEAST TEXAS WATER	79.19	537480	
UNITED STATES POSTAL SERVICE	.74	537503	
DAVID OATES	58.72	537558	
ODP BUSINESS SOLUTIONS, LLC	125.52	537590	
REBECCA CARPENTER	856.85	537597	
TREVIPAY	139.53	537610	
			1,260.55*
MOBILE UNIT			
MCKESSON MEDICAL-SURGICAL INC	179.27	537492	
			179.27*
HEALTH AND WELFARE NO. 1			
CLAYBAR FUNERAL HOME, INC.	1,799.26	537440	
ENTERGY	70.00	537455	
MCKESSON MEDICAL-SURGICAL INC	5,194.07	537492	
CLAYBAR HAVEN OF REST	1,932.00	537500	
UNITED STATES POSTAL SERVICE	100.54	537503	
PROCTOR'S MORTUARY INC	900.00	537530	
VECTOR SECURITY	539.64	537564	
KAYLEE BENNETT	102.23	537573	
TEXAS MEDICAL LIABILITY TRUST	976.50	537576	
ODP BUSINESS SOLUTIONS, LLC	350.90	537590	
MUNRO'S UNIFORM SERVICES, LLC	19.80	537591	
			11,984.94*
HEALTH AND WELFARE NO. 2			
NSO - NURSES SERVICE ORGANIZATION	132.00	537429	
MCKESSON MEDICAL-SURGICAL INC	3,600.65	537492	
CLAYBAR HAVEN OF REST	1,288.00	537501	
TEXAS MEDICAL LIABILITY TRUST	976.50	537576	
CHARTER COMMUNICATIONS	170.89	537586	
BAK GLOBAL LLC	100.00	537595	
			6,268.04*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	4,048.00	537521	
			4,048.00*
MAINTENANCE-BEAUMONT			
THE LABICHE ARCHITECTURAL GROUP	1,000.00	537432	
M&D SUPPLY	60.73	537462	
SANITARY SUPPLY, INC.	1,981.99	537470	
ACE IMAGEWEAR	287.46	537473	
ALLIANCE MECHANICAL SERVICES	160,000.00	537512	
CENTERPOINT ENERGY RESOURCES CORP	9,843.76	537515	
SHERWIN-WILLIAMS	25.75	537525	
A1 FILTER SERVICE COMPANY	927.50	537535	
CAT5 RESOURCES LLC	956.80	537548	

NAME	AMOUNT	CHECK NO. 224	TOTAL
REPUBLIC SERVICES # 862	1,558.80	537557	
WES VICE HARDWOODS & SUPPLY INC	26.56	537574	
MASSEY SERVICES INC	163.00	537605	176,832.35*
MAINTENANCE-PORT ARTHUR			
W.W. GRAINGER, INC.	121.68	537450	
SANITARY SUPPLY, INC.	2,186.47	537470	
LOWE'S HOME CENTERS, INC.	56.96	537507	
BAKER DISTRIBUTING COMPANY	111.74	537509	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,978.31	537538	
CHARTER COMMUNICATIONS	125.25	537583	
PARKER'S BUILDING SUPPLY	344.75	537592	
AMAZON CAPITAL SERVICES	22.77	537594	4,947.93*
MAINTENANCE-MID COUNTY			
ENTERGY	2,313.49	537452	
S.E. TEXAS BUILDING SERVICE	3,608.32	537475	
REPUBLIC SERVICES # 862	83.13	537557	6,004.94*
SERVICE CENTER			
AT&T	96.32	537484	
JEFFERSON CTY. TAX OFFICE	7.50	537496	
JEFFERSON CTY. TAX OFFICE	7.50	537497	
REPUBLIC SERVICES # 862	83.13	537557	
DAVID OATES	34.50	537558	
ODP BUSINESS SOLUTIONS, LLC	344.62	537590	573.57*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	15.94	537503	
ODP BUSINESS SOLUTIONS, LLC	132.83	537590	148.77*
			864,384.88**
MOSQUITO CONTROL FUND			
CITY OF NEDERLAND	39.10	537439	
ENTERGY	402.44	537452	
JERRY HINSON	65.00	537458	
SETZER HARDWARE, INC.	178.38	537471	
ACE IMAGEWEAR	103.69	537473	
AT&T	49.80	537484	
REPUBLIC SERVICES # 862	83.13	537557	
O'REILLY AUTO PARTS	103.96	537567	
CHARTER COMMUNICATIONS	208.53	537585	1,234.03**
J.C. FAMILY TREATMENT			
SAM HOUSTON STATE UNIVERSITY	930.00	537562	930.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	10,660.33	537572	
AMAZON CAPITAL SERVICES	175.00	537594	10,835.33**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	1,251.00	537544	1,251.00**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	65.70	537499	65.70**
GRANT A STATE AID			
BI INCORPORATED	361.40	537494	
VICTORIA COUNTY JUVENILE SERVICES	16.89	537523	
GRAYSON COUNTY DEPT OF JUVENILE	13,241.65	537549	
BURKE CENTER	5,535.32	537552	
TCSI, LLC	3,016.89	537575	22,172.15**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO. 225	TOTAL
UNITED STATES POSTAL SERVICE	231.91	537503	
LOCAL GOVERNMENT SOLUTIONS LP	7,662.00	537521	
PATTILLO BROWN & HILL LLP	7,100.00	537534	
BOSWORTH PAPERS	1,027.50	537578	
CHARTER COMMUNICATIONS	134.72	537584	
ODP BUSINESS SOLUTIONS, LLC	1,293.49	537590	17,449.62**
LAW OFFICER TRAINING GRT			
ENTERGY	408.12	537452	408.12**
COUNTY RECORDS MANAGEMENT			
FRIENDS OF THE TEXAS HISTORICAL	594.00	537529	
AMAZON CAPITAL SERVICES	18.99	537594	612.99**
DARE CONTRIBUTIONS FUND			
AMAZON CAPITAL SERVICES	68.59	537594	68.59**
HOTEL OCCUPANCY TAX FUND			
CINTAS, INC.	167.71	537436	
ELLIS POTTERY	99.85	537442	
M&D SUPPLY	203.92	537462	
AT&T	108.78	537484	
UNITED STATES POSTAL SERVICE	12.96	537503	
DISH NETWORK	146.44	537519	
SIGN DOCTOR, INC	330.00	537533	
REPUBLIC SERVICES # 862	83.13	537557	
GEORGE WEST	21.75	537582	
ODP BUSINESS SOLUTIONS, LLC	185.41	537590	1,359.95**
AIRPORT FUND			
BEAUMONT TRACTOR COMPANY	139.25	537434	
CINTAS, INC.	285.78	537436	
W.W. GRAINGER, INC.	777.51	537450	
ENTERGY	13,578.13	537454	
CASH ADVANCE ACCOUNT	1,109.02	537461	
SANITARY SUPPLY, INC.	280.53	537470	
SETZER HARDWARE, INC.	9.79	537471	
S.E. TEXAS BUILDING SERVICE	5,868.34	537475	
AT&T	446.88	537484	
ULINE SHIPPING SUPPLY SPECIALI	377.06	537486	
WESTEND HARDWARE CO	133.88	537506	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	296.44	537545	
REPUBLIC SERVICES # 862	415.66	537557	
EAGLE PUMP & METERS INC	3,320.00	537560	
TITAN AVIATION FUELS	84,500.31	537569	
WAVE SOLUTIONS LLC	550.00	537587	
ODP BUSINESS SOLUTIONS, LLC	79.64	537590	112,168.22**
SE TX EMP. BENEFIT POOL			
SECURIAN LIFE INSURANCE COMPANY	34,568.29	537600	
MADISON NATIONAL LIFE INSURANCE COM	7,877.28	537601	
LANTERN SPECIALTY CARE	6,998.00	537607	
VISION SERVICE PLAN	6,447.72	537612	55,891.29**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	8,131.70	537512	
REPUBLIC SERVICES # 862	5,025.00	537557	
GLOBAL SPECTRUM LP	148,548.61	537615	161,705.31**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	21,066.75	537410	
CLEAT	3,460.00	537411	
JEFFERSON CTY. TREASURER	11,978.39	537412	
INTERNAL REVENUE SERVICE	208.00	537413	
JEFFERSON CTY. COMMUNITY SUP.	6,472.33	537414	

NAME	AMOUNT	CHECK NO. 226	TOTAL
JEFFERSON CTY. TREASURER - HEALTH	591,603.81	537415	
JEFFERSON CTY. TREASURER - GENERAL	25.00	537416	
JEFFERSON CTY. TREASURER - PAYROLL	2,260,081.61	537417	
JEFFERSON CTY. TREASURER - PAYROLL	740,357.87	537418	
POLICE & FIRE FIGHTERS' ASSOCIATION	5,271.77	537419	
TEXAS CHILD SUPPORT SDU	415.38	537420	
JEFFERSON CTY. TREASURER - TCDRS	861,940.35	537421	
JEFFERSON COUNTY TREASURER	3,231.70	537422	
JEFFERSON COUNTY - TREASURER -	12,514.65	537423	
NECHES FEDERAL CREDIT UNION	30,666.56	537424	
JEFFERSON COUNTY - NATIONWIDE	61,948.85	537425	
CHUBB	6,096.49	537426	
JEFFERSON CTY. TREASURER - VISION	2,831.18	537427	
THE HARTFORD INSURANCE GROUP	7,644.05	537428	
			4,627,814.74**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	1,374.81	537580	
RUBEN ZAPATA	600.00	537596	
			1,974.81**
ARPA CORONAVIRUS RECOVERY			
W. JEFFERSON COUNTY M.W.D.	471,813.81	537487	
			471,813.81**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,177.50	537522	
			2,177.50**
MARINE DIVISION			
ENERGY	108.14	537452	
JACK BROOKS REGIONAL AIRPORT	643.20	537459	
RITTER @ HOME	83.94	537468	
SOUTHEAST TEXAS WATER	153.42	537477	
AT&T	116.68	537484	
VECTOR SECURITY	54.94	537564	
			1,160.32**
SHERIFF - COMMISSARY			
BOB BARKER CO., INC.	576.48	537433	
TREVIPAY	2,867.47	537610	
			3,443.95**
			6,392,390.19***



KATE CARROLL  
 Jefferson County  
 Tax Assessor-Collector/Voter Registrar

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

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

Chief Deputy of Operations – Michelle Farnie, P.C.C.

**Request for Waiver of Interest  
 Jefferson County, Texas**

Taxpayer Name: Pompa Jose H Et Ux  
 Address: 11881 Labelle Rd. Beaumont, TX 77705  
 Account Number: 003000-000/016700-00000, 025300-000/023200-00000,  
 025300-000/043200-00000, 054700-000/004200-00000  
 & 300102-000/178500-00000

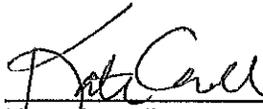
Reason: The taxpayer visited our office on December 29, 2025, with a \$9,000 cashier's check to pay five properties. Due to a clerical mistake, staff processed the non-negotiable stub instead of the actual check and issued a receipt showing all accounts paid in full. Accounting later caught the error, reversed the payment, and mailed a notice. The taxpayer states she never received notice. She did not discover the issue until February 26, 2026, when preparing for the Sheriff's Sale and locating the original check at home.

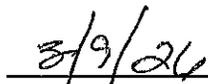
Because the delinquency resulted solely from an internal administrative error and not from taxpayer action, a waiver of penalty and interest is warranted under the Texas Tax Code.

**2025 Tax Year**

Total Levy for all Entities	Levy for Jefferson County	Penalty as of 02/28/26	Interest as of 02/28/26 (Amount Requested to be Waived)
\$9,630.01	\$1,706.87	\$540.01	\$90.00

Upon review of Sec. 33.011 of the *State Property Tax Code* and evaluating the circumstances of this matter, it is my opinion the above-referenced matter falls within the parameters of the code and a waiver of interest should be granted.

  
 \_\_\_\_\_  
 Kate Carroll  
 Tax Assessor-Collector  
 Jefferson County

  
 \_\_\_\_\_  
 Date

Sec. 33.011(a)(1) of the State Property Tax Code reads as follows: "The governing body of a taxing unit shall waive penalties and may provide for the waiver of interest on a delinquent tax if an act or omission of an officer, employee, or agent of the taxing unit or the appraisal district in which the taxing unit participates caused or resulted in the taxpayer's failure to pay the tax before delinquency and if the tax is paid not later than the 21st day after the date the taxpayer knows or should know of the delinquency."



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**Pompa - Penalty & Interest Waiver**

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**From** Verence Pompa <vere1107@yahoo.com>

**Date** Fri 2/27/2026 10:13 AM

**To** Tax Office - Property <property@jeffersoncountytexas.gov>

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

To whom it may concern:

I am writing to request consideration for a refund or reversal of the interest charges assessed on my property tax account due to an inadvertent error during an in-person payment attempt.

On December 29, 2025 I visited the mid-county tax office to pay all property taxes using a cashier's check. Unfortunately, the check was mistakenly returned to me by the clerk, and I did not realize this at the time, believing that what I received was a receipt.

I only became aware of the issue when I later returned to the office to request a letter of non-delinquent taxes, at which time I was informed the taxes were delinquent. I was advised that notices had been mailed; however, I did not receive them. Upon learning of the error, I checked the envelope and sure enough, the cashier's check was there and remained in tact. I immediately paid the full balance due, including \$630.01 in interest, despite having proof that the original payment attempt was timely and still had the unused check.

While I understand I should have verified the payment, I respectfully ask that the office also consider that the check was inadvertently returned to me at the counter, as well as my consistent history of timely payments with no prior delinquencies. Given these circumstances, I am requesting consideration for a refund or reversal of the interest charges.

Thank you for your time and consideration.

Sincerely,

Graciela Pompa

Sent from Yahoo Mail for iPhone

DUPLICATE TAX RECEIPT

229



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H ET UX
11881 LABELLE RD
BEAUMONT, TX 77705-0345

Legal Description:

LT 6 BLK 12 BEACHWAY

Parcel Address: 3016 19TH ST
Legal Acres: 0.1492

Deposit No: N1229202522A
Validation No: 900000076813180
Account No: 003000-000/016700-00000
Operator Code: CLAUDIAD

Remit Seq No: 61525624
Receipt Date: 12/29/2025
Deposit Date: 12/29/2025
Print Date: 01/02/2026

NO.: 4641

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Port Arthur Isd, City Of Port Arthur, Port Of Port Arthur, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s):
4916376

PAYMENT TYPE:
Checks: \$1,281.23

Exemptions on this property:

Total Applied: \$1,281.23
Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
POMPA GRACIELA F
11881 LABELLE RD
BEAUMONT, TX 77705

DUPLICATE TAX RECEIPT

230



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H
11881 LABELLE RD
BEAUMONT, TX 77705

Legal Description:

LT 4 BLK 23 GRIFFING RES PARK

Parcel Address: 4115 FOREST DR
Legal Acres: 0.2517

Deposit No: N1229202522A
Validation No: 900000076813180
Account No: 025300-000/023200-00000
Operator Code: CLAUDIAD

Remit Seq No: 61525624
Receipt Date: 12/29/2025
Deposit Date: 12/29/2025
Print Date: 01/02/2026
NO.: 40475

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Port Arthur Isd, City Of Port Arthur, Port Of Port Arthur, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s):
4916376

PAYMENT TYPE:

Checks: \$308.13

Exemptions on this property:

Total Applied: \$308.13

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

POMPA GRACIELA F
11881 LABELLE RD
BEAUMONT, TX 77705

DUPLICATE TAX RECEIPT

231



KATE CARROLL  
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR  
P.O. BOX 2112, BEAUMONT, TX 77704  
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV  
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H & GRACIELA  
11881 LABELLE RD  
BEAUMONT, TX 77705-0345

Legal Description:

LT 8 BLK 39 GRIFFING RES PARK

Parcel Address: 2910 N PARK DR  
Legal Acres: 0.2583

Deposit No: N1229202522A  
Validation No: 900000076813180  
Account No: **025300-000/043200-00000**  
Operator Code: CLAUDIAD

Remit Seq No: 61525624  
Receipt Date: 12/29/2025  
Deposit Date: 12/29/2025  
Print Date: 01/02/2026

**NO.: 40684**

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2025	Jefferson County	94,313	0.357000	336.70	0.00	0.00	336.70
2025	Port Arthur Isd	94,313	1.270416	1,198.17	0.00	0.00	1,198.17
2025	City Of Port Arthur	94,313	0.615724	580.71	0.00	0.00	580.71
2025	Port Of Port Arthur	94,313	0.186445	175.84	0.00	0.00	175.84
2025	Drainage District #7	94,313	0.292525	275.89	0.00	0.00	275.89
2025	Sabine-Neches Nav. Dist.	94,313	0.088000	83.00	0.00	0.00	83.00
				<b>\$2,650.31</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2,650.31</b>

> - -  
Check Number(s):  
4916376

PAYMENT TYPE: - - <  
Checks: \$2,650.31

Exemptions on this property:

Total Applied: \$2,650.31

Change Paid: \$0.00

**ACCOUNT PAID IN FULL**

PAYER:  
POMPA GRACIELA F  
11881 LABELLE RD  
BEAUMONT, TX 77705

DUPLICATE TAX RECEIPT

232



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA ERICKA VANESSA
11881 LABELLE RD
BEAUMONT, TX 77705-0345

Legal Description:

LT 18 BLK 2 RAYS

Parcel Address: 2044 10TH AVE
Legal Acres: 0.1607

Deposit No: N1229202522A
Validation No: 900000076813180
Account No: 054700-000/004200-00000
Operator Code: CLAUDIAD

Remit Seq No: 61525624
Receipt Date: 12/29/2025
Deposit Date: 12/29/2025
Print Date: 01/02/2026
NO.: 94788

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Port Arthur Isd, City Of Port Arthur, Port Of Port Arthur, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s):
4916376

PAYMENT TYPE:

Checks: \$1,564.21

Exemptions on this property:

Total Applied: \$1,564.21

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
POMPA GRACIELA F
11881 LABELLE RD
BEAUMONT, TX 77705

# DUPLICATE TAX RECEIPT

233



**KATE CARROLL**  
**JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR**  
**P.O. BOX 2112, BEAUMONT, TX 77704**  
**EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV**  
**(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM**

**Certified Owner:**

**POMPA JOSE H & GRACIELA POMPA**  
**11881 LABELLE RD**  
**BEAUMONT, TX 77705-0345**

**Legal Description:**

TR 187 102 WM CARR 3.000

**Parcel Address:** 11881 LABELLE RD  
**Legal Acres:** 3.0000

**Deposit No:** N1229202522A  
**Validation No:** 900000076813180  
**Account No:** **300102-000/178500-00000**  
**Operator Code:** CLAUDIAD

**Remit Seq No:** 61525625 , 61525624  
**Receipt Date:** 12/29/2025  
**Deposit Date:** 12/29/2025  
**Print Date:** 01/02/2026  
**NO.: 136192**

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2025	Jefferson County	306,960	0.357000	857.87	0.00	0.00	857.87
2025	Hamshire Fannett Isd	233,700	1.049200	1,338.75	0.00	0.00	1,338.75
2025	Drainage District #6	306,960	0.184235	565.53	0.00	0.00	565.53
2025	Sabine-Neches Nav. Dist.	306,960	0.088000	270.12	0.00	0.00	270.12
2025	Emer Ser District #4	433,700	0.069874	303.04	0.00	0.00	303.04
				\$3,335.31	\$0.00	\$0.00	\$3,335.31

> - -  
Check Number(s):  
 4377 , 4916376

PAYMENT TYPE: - - <  
**Checks:** \$3,335.31

Exemptions on this property:

HOMESTEAD  
OVER 65

**Total Applied:** \$3,335.31

**Change Paid:** \$0.00

**ACCOUNT PAID IN FULL**

PAYER:  
**POMPA GRACIELA F**  
**11881 LABELLE RD**  
**BEAUMONT, TX 77705**

CHECK INFORMATION SHEET

CO- NS310/07310 (5) amt: 6/52625/24

4916376

**FIRST FINANCIAL BANK**

P.O. Box 701  
400 Pine Street  
Abilene, Texas 79604  
325-627-7900

REMITTER: GRACIELA F POMPA  
11881 LABELLE RD  
BEAUMONT, TX 77705

DATE 12/29/25

JEFFERSON COUNTY

EXACTLY \*\*9,000 AND 00/100 DOLLARS

\$ 9,000.00

CUSTOMER - FILE COPY

FIRST FINANCIAL BANK

AUTHORIZED SIGNATURE

**CASHIERS CHECK**

**NOT NEGOTIABLE**

FORMER 909 - U.S. PATENT NO. 5930280, 5573498, 5641183, 5786353, 5884361, 6020000

COMPANY NAME:

NAME: GRACIELA POMPA

CK #: 4916376

RTN DATE: 12/29/2025

AMT OF CK: \$9,000.00

NSF LETTER MAILED: 1/5/2026

AMT DUE W/FEE: \$9,000.00

SHERIFF LETTER CAN BE MAILED: 1/15/2026

ACCT TYPE: PROP

SHERIFF LETTER MAILED: \_\_\_\_\_

REASON FOR RETURN: NON-NEGOTIABLE ITEM

RTN TO ROLL AFTER: 1/15/2026

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DEPOSIT PROOF SUMMARY**  
**JEFFERSON COUNTY TAX ASSESSOR-COLLE**

deposit\_proof\_summary.rdf v1.71

Deposit Number: RV01062026A  
 Tax Year: 2025  
 Printed By: CINDYSA

Report Printed On: 01/06/2026 07:26 AM  
 Deposit Date: 01/06/2026  
 Receipt Date: 01/06/2026

Validation Number	Timestamp	Account Number	Tax Years	Remit Amount	Payment Amount	Change Due	Pay Type	Check No.	Check Amount
900000076967006	01/06/2026 07:25 AM	00300000001670000000	2025	-\$9,000.00	-\$1,281.23		CK	4916376	-\$9,000.00
900000076967006	01/06/2026 07:25 AM	02530000002320000000	2025	-\$9,000.00	-\$308.13		CK	4916376	-\$9,000.00
900000076967006	01/06/2026 07:25 AM	02530000000432000000	2025	-\$9,000.00	-\$2,650.31		CK	4916376	-\$9,000.00
900000076967006	01/06/2026 07:25 AM	05470000000420000000	2025	-\$9,000.00	-\$1,564.21		CK	4916376	-\$9,000.00
900000076967006	01/06/2026 07:25 AM	30010200017850000000	2025	-\$9,000.00	-\$3,196.12		CK	4916376	-\$9,000.00
<b>Deposit Total:</b>					<b>-9,000.00</b>				

Operator: CINDYSA

Deposit Status: CL

Deposit Type: RV

Number of payments in batch : 1

Total Checks: -9,000.00

Total Cash: 0.00

Total Credit Cards: 0.00

Total eChecks: 0.00

Total Other(s): 0.00

Remittance Total: -9,000.00

Deposit Control Total: -9,000.00

DEPOSIT NOTES:

deposit\_proof\_summary.rdf v1.71

**DEPOSIT PROOF SUMMARY**  
**JEFFERSON COUNTY TAX ASSESSOR-COLL**

**Deposit Number:** RV01062026A  
**Tax Year:** 2025  
**Printed By:** CINDYSA

**Report Printed On:** 01/06/2026 07:26 AM  
**Deposit Date:** 01/06/2026  
**Receipt Date:** 01/06/2026

	Number of Accounts	Checks	Cash	Credit Cards	eChecks	Other(s)	Total
Current Tax:	5	-9,000.00	0.00	0.00	0.00	0.00	-9,000.00
Delinquent Tax:	0	0.00	0.00	0.00	0.00	0.00	0.00
<b>Deposit Totals:</b>	<b>5</b>	<b>-9,000.00</b>					<b>-9,000.00</b>

<b>VOIDED PAYMENTS</b>	
Total Voided Check Amount:	\$0.00
Total Voided Cash Amount:	\$0.00
Total Voided Credit Card Amount :	\$0.00
Total Voided eCheck Amount :	\$0.00
Total Voided Other(s) Amount :	\$0.00
Total Number of Voids :	1
Total Voided Amount :	\$0.00

Year	Escrow Taxunit	Account Number	Amount
Report Total :			

DUPLICATE TAX RECEIPT

237

on 12/29/25 \$ 1,281.23 due



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H ET UX
11881 LABELLE RD
BEAUMONT, TX 77705-0345

Legal Description:

LT 6 BLK 12 BEACHWAY

Parcel Address: 3016 19TH ST.
Legal Acres: 0.1492

Deposit No: N0227202622A
Validation No: 900000078027978
Account No: 003000-000/016700-00000
Operator Code: CLAUDIAD

Remit Seq No: 63189313 , 63189314
Receipt Date: 02/27/2026
Deposit Date: 02/27/2026
Print Date: 03/04/2026
NO.: 4641

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Port Arthur Isd, City Of Port Arthur, Port Of Port Arthur, Drainage District #7, and Sabine-Neches Nav. Dist.

Check Number(s): 4916376

Credit Card Authorization No: 0

Exemptions on this property:

PAYMENT TYPE:

Checks: \$740.91
Credit Cards: \$630.01

Total Applied: \$1,370.92
Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
POMPA JOSE H
11881 LABELLE RD
BEAUMONT, TX 77705

DUPLICATE TAX RECEIPT

238

on 12/29/25 \$ 308.13 due



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H
11881 LABELLE RD
BEAUMONT, TX 77705

Legal Description:

LT 4 BLK 23 GRIFFING RES PARK

Parcel Address: 4115 FOREST DR
Legal Acres: 0.2517

Deposit No: N0227202622A
Validation No: 900000078027978
Account No: 025300-000/023200-00000
Operator Code: CLAUDIAD

Remit Seq No: 63189313
Receipt Date: 02/27/2026
Deposit Date: 02/27/2026
Print Date: 03/04/2026

NO.: 40475

Table with 8 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Port Arthur Isd, City Of Port Arthur, Port Of Port Arthur, Drainage District #7, Sabine-Neches Nav. Dist.

Check Number(s):
4916376

PAYMENT TYPE:

Checks: \$329.71

Exemptions on this property:

Total Applied: \$329.71

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:

POMPA JOSE H
11881 LABELLE RD
BEAUMONT, TX 77705

DUPLICATE TAX RECEIPT

239  
on 12/29/25 \$ 2,650.31 due



KATE CARROLL  
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR  
P.O. BOX 2112, BEAUMONT, TX 77704  
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV  
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H & GRACIELA  
11881 LABELLE RD  
BEAUMONT, TX 77705-0345

Legal Description:

LT 8 BLK 39 GRIFFING RES PARK

Parcel Address: 2910 N PARK DR  
Legal Acres: 0.2583

Deposit No: N0227202622A  
Validation No: 900000078027978  
Account No: 025300-000/043200-00000  
Operator Code: CLAUDIAD

Remit Seq No: 63189313  
Receipt Date: 02/27/2026  
Deposit Date: 02/27/2026  
Print Date: 03/04/2026

NO.: 40684

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2025	Jefferson County	94,313	0.357000	336.70	23.57	0.00	360.27
2025	Port Arthur Isd	94,313	1.270416	1,198.17	83.87	0.00	1,282.04
2025	City Of Port Arthur	94,313	0.615724	580.71	40.65	0.00	621.36
2025	Port Of Port Arthur	94,313	0.186445	175.84	12.31	0.00	188.15
2025	Drainage District #7	94,313	0.292525	275.89	19.31	0.00	295.20
2025	Sabine-Neches Nav. Dist.	94,313	0.088800	83.00	5.81	0.00	88.81
				\$2,650.31	\$185.52	\$0.00	\$2,835.83

Check Number(s):  
4916376

PAYMENT TYPE:

Checks: \$2,835.83

Exemptions on this property:

Total Applied: \$2,835.83

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:  
POMPA JOSE H  
11881 LABELLE RD  
BEAUMONT, TX 77705

**DUPLICATE TAX RECEIPT**



on 12/29/25 \$1564.21 due

**KATE CARROLL**  
**JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR**  
 P.O. BOX 2112, BEAUMONT, TX 77704  
 EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV  
 (409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

**Certified Owner:**

**POMPA ERICKA VANESSA**  
**11881 LABELLE RD**  
**BEAUMONT, TX 77705-0345**

**Legal Description:**

LT 18 BLK 2 RAYS

Parcel Address: 2044 10TH AVE  
 Legal Acres: 0.1607

**Deposit No:** N0227202622A  
**Validation No:** 900000078027978  
**Account No:** 054700-000/004200-00000  
**Operator Code:** CLAUDIAD

**Remit Seq No:** 63189313  
**Receipt Date:** 02/27/2026  
**Deposit Date:** 02/27/2026  
**Print Date:** 03/04/2026

**NO.: 94788**

Year	Tax Unit Name	Tax Value	Tax Rate Per/100	Levy Paid	P&I	Coll Fee Paid	Total
2025	Jefferson County	55,664	0.357000	198.72	13.91	0.00	212.63
2025	Port Arthur Isd	55,664	1.270416	707.16	49.50	0.00	756.66
2025	City Of Port Arthur	55,664	0.615724	342.74	23.99	0.00	366.73
2025	Port Of Port Arthur	55,664	0.186445	103.78	7.26	0.00	111.04
2025	Drainage District #7	55,664	0.292525	162.83	11.40	0.00	174.23
2025	Sabine-Neches Nav. Dist.	55,664	0.088000	48.98	3.43	0.00	52.41
				<b>\$1,564.21</b>	<b>\$109.49</b>	<b>\$0.00</b>	<b>\$1,673.70</b>

Check Number(s):  
 4916376

**PAYMENT TYPE:**

Checks: \$1,673.70

**Exemptions on this property:**

Total Applied: \$1,673.70

Change Paid: \$0.00

**ACCOUNT PAID IN FULL**

**PAYER:**  
**POMPA JOSE H**  
**11881 LABELLE RD**  
**BEAUMONT, TX 77705**

DUPLICATE TAX RECEIPT

241

on 12/29/25 of 3196.12 due



KATE CARROLL
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFERSONCOUNTYTX.GOV
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

POMPA JOSE H & GRACIELA POMPA
11881 LABELLE RD
BEAUMONT, TX 77705-0345

Legal Description:

TR 187 102 WM CARR 3.000

Parcel Address: 11881 LABELLE RD
Legal Acres: 3.0000

Deposit No: N0227202622A
Validation No: 900000078027978
Account No: 300102-000/178500-00000
Operator Code: CLAUDIAD

Remit Seq No: 63189313
Receipt Date: 02/27/2026
Deposit Date: 02/27/2026
Print Date: 03/04/2026

NO.: 136192

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Hamshire Fannett Isd, Drainage District #6, Sabine-Neches Nav. Dist., Emer Ser District #4, and a total row.

Check Number(s):
4916376

PAYMENT TYPE:

Checks: \$3,419.85

Exemptions on this property:

HOMESTEAD
OVER 65

Total Applied: \$3,419.85

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
POMPA JOSE H
11881 LABELLE RD
BEAUMONT, TX 77705



Clint Turner  
Chief Deputy  
E-Mail  
[Clint.Turner@jeffcotx.us](mailto: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](mailto:tim.funchess@jeffcotx.us)

March 10, 2026

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of February 28, 2026, including interest earnings.

The weighted average yield to maturity on the County's investments is 3.933%. The 90 day Treasury discount rate on February 28, 2026 was 3.59% and the interest on your checking accounts for the month of February was 3.33%

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 March 17, 2026, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for February, 2026,  
including the year to date total earnings on County funds.

## JEFFERSON COUNTY MONTH END FEBRUARY 28, 2026 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXP. YIELD	MATURITY DATE	CALL DATE	# Days to mat. Invested	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price
<b>INVESTMENTS</b>													
TEXAS CLASS		\$20,000,000.00	\$20,000,000.00	100	3.5689%		NONE			TX-01-0485-4001	TEXAS CLASS	\$20,000,000.00	
<b>Cds and Securities</b>													
FAMCA 3.83%	22-Jan-26	\$10,000,000.00	\$10,000,000.00	100	3.830%	22-Jan-29	22-Jan-27	1059	1096	31424W6X5	NATIONAL ALLIANCE	\$9,980,000.00	\$99.8000
FNMA 3.875% (NEW)	26-Feb-26	\$10,000,000.00	\$10,000,000.00	100	3.875%	26-Feb-29	26-Aug-26	1094	1096	3138GCF66	NATIONAL ALLIANCE	\$10,000,000.00	\$100.0000
FHLB 4.35%	07-Mar-25	\$5,000,000.00	\$5,000,000.00	100	4.350%	03-Mar-28	03-Mar-26	734	1096	3130B5F89	NATIONAL ALLIANCE	\$5,000,100.00	\$100.0020
FNMA 4.11%	27-Mar-25	\$5,000,000.00	\$5,000,000.00	100	4.110%	24-Mar-28	24-Mar-27	755	1093	3136GADG1	NATIONAL ALLIANCE	\$5,321,412.00	\$100.4040
FCOB 4.30%	30-Jun-25	\$5,000,000.00	\$5,000,000.00	100	4.300%	30-Jun-28	30-Jun-26	853	1096	3133ETMX2	NATIONAL ALLIANCE	\$5,002,150.00	\$100.0430
FHLB 4.25%	22-May-25	\$4,105,000.00	\$4,105,000.00	100	4.250%	22-Nov-27	22-May-26	632	914	3130B6J20	NATIONAL ALLIANCE	\$4,105,970.40	\$100.0480
FHLB 4.25%	14-Aug-25	\$3,000,000.00	\$3,000,000.00	100	4.250%	14-Aug-28	14-Aug-26	898	1096	3130B7BL7	NATIONAL ALLIANCE	\$3,005,040.00	\$100.1680
FHLB 4.25%	25-Oct-24	\$1,700,000.00	\$1,700,000.00	100	4.250%	22-Oct-27	22-Apr-26	601	1092	3130B3G72	NATIONAL ALLIANCE	\$1,699,779.00	\$99.9870
FHLB 4.20%	25-Oct-24	\$3,300,000.00	\$3,300,000.00	100	4.200%	22-Oct-27	22-Apr-26	601	1092	3130B3FG3	NATIONAL ALLIANCE	\$3,299,373.00	\$99.9810
FHLB 4.00%	06-Nov-25	\$5,000,000.00	\$5,000,000.00	100	4.00%	06-Nov-28	06-May-26	982	1096	3130B8H39	NATIONAL ALLIANCE	\$4,999,900.00	\$99.9980
<b>PLEDGE COLLATERAL REPORT STELLAR BANK</b>													
<b>ALL COUNTY FUNDS</b>													
<b>AS OF FEBRUARY 28, 2026</b>													
INVESTMENT ACCTS		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUIVALENT TREAS. RATE			WEIGHTED AVG.	MATURITY		TOTAL MARKET VALUE	
CDS and Securities		\$20,000,000.00	\$20,000,000.00		3.933%	3.402%		645	DAYS			\$20,000,000.00	
TOTALS ALL ACCTS:		\$72,405,000.00	\$72,405,000.00									\$52,414,724.40	
<b>COMPLIANCE STATEMENT</b>													
This is 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.													

*Jan. Fernandez*

Jan. Fernandez, Jefferson County Treasurer/Investment Officer

### FEBRUARY 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	COUPON
<b>INVESTMENTS</b>												
TEXAS CLASS	02-Apr-25	\$20,000,000.00	\$20,000,000.00	100	3.5689%		06-Mar-26				\$54,844.40	
FHLB 4.25%	14-Aug-25	\$3,000,000.00	\$3,000,000.00	100	4.250%	14-Aug-28	14-Feb-26	1086	3130B7BL7	NATIONAL ALLIANCE	\$63,750.00	COUPON
FNMA 4.50%	18-Feb-25	\$5,500,000.00	\$5,500,000.00	100	4.500%	18-Feb-28	18-Feb-26	1095	3136GAH2	NATIONAL ALLIANCE	\$123,750.00	CALLED
FHLB 4.25%	22-Aug-25	\$5,000,000.00	\$5,000,000.00	100	4.250%	22-Aug-28	18-Feb-26	1092	3130B7J08	NATIONAL ALLIANCE	\$103,888.89	CALLED
<b>CHECKING INTEREST</b>												
POOLED CASH ACCT		FEBRUARY INTEREST						28	1004221717	STELLAR BANK	\$397,323.91	
OTHER COUNTY ACCTS		FEBRUARY INTEREST						28		STELLAR BANK	\$206,815.42	
TAX LICENSE ACCT		FEBRUARY INTEREST						28	1004224083	STELLAR BANK	\$1,733.92	
<b>TOTAL</b>		<b>\$33,500,000.00</b>	<b>\$33,500,000.00</b>								<b>\$952,106.54</b>	<b>\$605,873.25</b>
												<b>\$952,106.54</b>

## 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%		
FEBRUARY	3.590%	\$952,106.59	3.330%		
<b>ANNUAL TOTALS</b>		<b>\$3,449,379.12</b>		<b>\$0.00</b>	<b>\$3,449,379.12</b>

**Phase II (Small) MS4 Annual Report Form**  
**2024 TPDES General Permit Number TXR040000**

- This annual report paper form is a temporary substitute for the electronic online NeT-MS4 system. Once the NeT-MS4 Annual Report module is available annual reports must be submitted electronically instead of hard copy using this form (TCEQ-20561).

**A. General Information**

Authorization Number: **TXR040129**

Reporting Year (year will be either 1, 2, 3, 4, or 5): **1**

Reporting period beginning date: (month/date/year) **10/30/2025**

Reporting period end date: (month/date/year) **12/31/2025**

MS4 Operator Level: **2b** Name of MS4: **Jefferson County**

Contact Name: **Michelle Falgout P.E.** Telephone Number: **(409) 835-8584**

Mailing Address: **1149 Pearl Street, Beaumont, TX 77701**

E-mail Address: **mfalgout@co.jefferson.tx.us**

A copy of the annual report was submitted to the TCEQ Region: YES **X** NO     

Region the annual report was submitted to: TCEQ Region **10**

## B. Status of Compliance with the MS4 GP and SWMP

1. Provide information on the status of complying with permit conditions: (TXR040000 Part IV.B.2)

	Yes	No	Explain
Permittee is currently in compliance with the SWMP as required in the 2024 Phase II MS4 General Permit and certified in the approved NOI.	<b>x</b>		All BMPs and measurable goals have been implemented during the current reporting period.
Permittee is currently in compliance with recordkeeping and reporting requirements.	<b>x</b>		All associated SWMP records and annual reporting requirements have been met for the current permit term.
Permittee meets the eligibility requirements of the permit (e.g., TMDL requirements, Edwards Aquifer limitations, compliance history, etc.).	<b>x</b>		The permittees meet the eligibility requirements established in TPDES General Permit No. TXR040000.
Permittee conducted an annual review of its SWMP in conjunction with preparation of the annual report.	<b>x</b>		Annual SWMP review was conducted on 1/20/2026.

2. Provide a general assessment of the appropriateness of the selected BMPs. You may use the table below to meet this requirement (**see Example 1 in instructions**)

**Please note, the BMPs that you report here must match the BMPs selected in NeT-MS4 on your approved Notice of Intent (NOI):**

MCM(s)	BMP	BMP is appropriate for reducing the discharge of pollutants in stormwater (Answer Yes or No and explain)
1	Information on the MS4 Operator's Website	Yes, posting information on the MS4 Operator's website helps educate the public on potential stormwater pollutants and provides details on steps they can take to improve stormwater quality.
	Social Media Posts/Social Media Campaign	Yes, posting information on social media helps educate the public on potential stormwater pollutants and provides details on steps they can take to improve stormwater quality.
	Media/Advertising Campaign/Public Service Announcements; Billboard/Poster; Bus Shelter/Bench; Radio/Television/Movie Theatre; and Kiosks	Yes, advertising and public service announcements help educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
	Permanent Stormwater Related Signage	Yes, stormwater signage helps educate the public on potential stormwater pollutants and provides the details on steps they can take to improve stormwater quality.
2	Clean-Up Event	Yes, clean-up events provide the public with an opportunity to participate in the SWMP and help encourage the proper disposal of waste.
	Stormwater Related Speaker Series	Yes, stormwater speaker series help educate the public about their local stormwater management programs.
	Stormwater Training Session	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.

3	MS4 Map	Yes, developing and maintaining a MS4 outfall map makes the illicit discharge detection and elimination program more effective.
	MS4 Field Staff Training	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
	Public Reporting Mechanism	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps identify and eliminate illicit discharges more effectively.
	Illicit Discharge Response Procedures	Yes, the development of response procedures makes the IDDE program more effective.
	Source Investigation and Elimination	Yes, the development of investigation and elimination procedures makes the IDDE program more effective.
	Corrective Actions	Yes, requiring the responsible party to perform necessary corrective actions ensures elimination of illicit discharges.
	Inspection Procedures	Yes, the development of inspection procedures makes the IDDE program more effective and eliminates illicit discharges more effectively.
	Complaint Inspections	Yes, inspections in response to complaints will ensure that illicit discharges are inspected and appropriate corrective actions are used.
4	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or to the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.
	Prohibited Discharges	Yes, the development of standard operating procedures help prohibit these types of discharges to the MS4.

	Site Plan Review Procedures	Yes, developing standard operating procedures that address plan review related to permittee owned construction sites helps reduce the amount of pollutants being discharged to the MS4.
	Construction Inspection Procedures	Yes, developing standard operating procedures that address construction site inspections helps reduce the amount of pollutants being discharged to the MS4.
	Construction Site Inspections	Yes, inspecting construction sites for proper installation/maintenance of structural controls helps reduce the amount of pollutants being discharged to the MS4.
	Public Reporting Procedures	Yes, providing the public with instructions on how to properly report potential stormwater quality concerns helps reduce the amount of pollutants being discharged from construction activities.
	MS4 Construction Program Staff Training	Yes, MS4 field staff training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
5	Regulatory Mechanisms	Yes, referral of stormwater quality issues to adjacent MS4 operators or the TCEQ Regional Office helps reduce the amount of pollutants being discharged to the MS4.
	Enforcement Actions	Yes, referral of stormwater quality issues to adjacent MS4 operators or to the TCEQ Regional Office helps reduce the amount of pollutants being discharged from construction activities.
	Long Term Operation and Maintenance	Yes, developing procedures for long-term operation/maintenance of post construction stormwater control measures helps reduce the amount of pollutants being discharged to the MS4.
6	MS4 Facility Inventory	Yes, developing an inventory of permittee owned facilities within the urbanized area helps identify potential sources of stormwater pollution.

Employee Training Program	Yes, conducting employee training helps educate permittee employees on how to properly identify and eliminate stormwater pollutants.
Waste Disposal Procedures	Yes, development of standard operating procedures on the proper disposal of waste helps reduce the amount of floatables and other pollutants being discharged to the storm sewer system.
Contractor Oversight Procedures	Yes, the development and implementation of contractor oversight procedures helps reduce the amount of pollutants being discharged by contractors performing maintenance activities on behalf of the permittee.
Operation and Maintenance Activities	Yes, maintaining a general pollution prevention plan at each permittee owned facility helps ensure that appropriate BMPs are being implemented to reduce the amount of pollutants being discharged.
Pollutants of Concern	Yes, maintaining a list of pollutants of concern that could possibly be discharged from O&M activities helps make permittee employees aware of potential pollutants that could reach the MS4.
Pollution Prevention Measures	Yes, developing pollution prevention measures for de-icing activities helps reduce the amount of pollutants being discharged to the MS4.
Pollution Prevention Measure Inspections	Yes, inspection pollution prevention measures for de-icing activities helps reduce the amount of pollutants being discharged to the MS4.
Structural Control Maintenance	Yes, inspection of structural controls ensures that controls are properly working and reducing the amount of pollutants being discharged to the MS4.

3. Describe progress towards achieving the goal of reducing the discharge of pollutants to the MEP. If no progress was made or the BMP did not result in a reduction in pollutants, provide an explanation. Use the table below to meet this requirement (**see Example 2 in instructions**)

**Please note, the BMPs that you report here must match the BMPs selected in NeT-MS4 on your approved NOI:**

<b>MCM</b>	<b>BMP</b>	<b>Information Used</b>	<b>Quantity</b>	<b>Units</b>	<b>Does the BMP Demonstrate a Direct Reduction in Pollutants? (Answer Yes or No and explain)</b>
1	Social Media Posts/Social Media Campaign	Social Media Posts	Not Due Yet	Posts	
1	Permanent Stormwater Related Signage	Number of Signs	Not Due Yet	Signs	
2	Clean-Up Event	Clean-Up Events	Not Due Yet	Events Held	
2	Stormwater Related Speaker Series	Events	Not Due Yet	Events Held	
2	Stormwater Training Session	Trainings	Not Due Yet	Training Sessions	
3	MS4 Field Staff Training	Trainings	Not Due Yet	Training Sessions	

3	Public Reporting Mechanism	Complaints	0	Calls	Yes, providing the public with information on how to report potential stormwater pollution helps reduce pollution.
3	Source Investigation and Elimination	Investigations	0	Number of Investigations	Yes, investigations on illicit discharges helps reduce pollution.
3	Complaint Inspections	Inspections	0	Number of Inspections	Yes, investigations on 100% of complaints received helps reduce pollution.
4	Site Plan Review Procedures	Number of plans reviewed	0	Permits	Yes, reviewing construction plans that result in the disturbance of greater than or equal to one acre, or are part of a common plan of development or sale ensures that appropriate structural controls are being used to reduce pollution.
4	Construction Site Inspections	Number of Inspections	0	Inspections	Yes, inspecting construction sites ensures that appropriate controls are in place and functioning properly to reduce pollution.

5	Enforcement Actions	Number of enforcement actions	0	Enforcement actions	Yes, implementation of local regulatory mechanisms represents a direct reduction in pollutants.
6	Operation and Maintenance Activities	Number of Reviews	Not Due Yet	Reviews	
6	Pollutants of Concern	Number of Reviews	Not Due Yet	Reviews	
6	Pollution Prevention Measures	Number of Reviews	Not Due Yet	Reviews	
6	Pollution Prevention Measure Inspections	Number of Reviews	Not Due Yet	Reviews	
6	Structural Control Maintenance	Number of Reviews	Not Due Yet	Reviews	

4. Provide the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals (**see Example 3 in instructions**)

**Please note, the BMPs and measurable goals that you report here must match the BMPs and corresponding measurable goals selected in NeT-MS4 on your approved NOI:**

MCM(s)	Measurable Goal(s)	Explain progress toward goal or how goal was achieved. If goal was not accomplished, please explain.
1	Maintain a webpage with current and accurate information and working links. <ul style="list-style-type: none"> <li>- All links shall be checked, and the page shall be updated as necessary at a minimum of once annually.</li> <li>- Must be maintained for the full year.</li> </ul>	Goal Met, website updates/maintenance was conducted on 11-11-25.
1	Post a minimum of four times each year on a minimum of one social media platform. <ul style="list-style-type: none"> <li>- The message shall address ways attendees can minimize or avoid adverse stormwater impacts or practices to improve the quality of stormwater runoff.</li> <li>- The message shall be seasonally appropriate.</li> <li>- Must make a minimum of one post per quarter and all quarterly posts must be visible by attendees for the full year.</li> </ul>	Not Due Yet
1	Develop topics that address activities or pollutants of concern. Advertisement must be active for a minimum of three weeks each year; or must have an estimated public exposure for the duration of the advertising campaign that is equal to twice the population for the small MS4 area (based on the most recent U.S. Census Bureau decennial population value for the small MS4 area).	Not Due Yet

1	Place signage in a location where the message is relevant and highly visible to target audience. Signage will count as an annual BMP for the year it was put in place and for each subsequent year of this permit cycle as long as each of those years the permittee inspects and maintains, as necessary, 100% of the signage once annually.	Not Due Yet
2	<p>Host or support at a minimum one event for level 1 and 2 MS4s or two events for level 3 and 4 MS4s annually.</p> <ul style="list-style-type: none"> <li>- To be considered an event, the land area cleaned must be a minimum of: two acres, 400 yards of stream/streambank/riparian area, or two miles of roadside.</li> <li>- These may be combined (such as one acre of land and 200 yards of stream).</li> </ul>	Not Due Yet
2	Provide or support a minimum of one session for level 1 and 2 MS4s or two sessions for level 3 and 4 MS4s each year. These may be different speakers or audiences.	Not Due Yet
2	Provide or support at a minimum one project or training annually.	Not Due Yet
3	Review and update, as necessary, at least one time annually to include features which have been added, removed, or changed.	Goal Met; MS4 outfall map was developed on reviewed on 11-11-25.
3	Conduct a minimum of one training annually for 100% of MS4 field staff that may come into contact with or otherwise observe an illicit discharge, illegal dumping, or illicit connection to the small MS4 as part of their normal job responsibilities.	Not Due Yet

3	<p>Maintain a minimum of one public reporting mechanism 100% of the time during the permit term.</p> <p>Publicize the public reporting mechanism a minimum of two times annually in a method designed to reach the majority of the intended audience. Develop and implement a tracking system to estimate what percentage of the intended audience is reached for determining BMP effectiveness.</p> <p>In addition, if the MS4 operator has a public website, the public reporting mechanism must be published on the public website 100% of the time during the permit term.</p>	Goal Met; public reporting mechanism has been published on the stormwater quality website <a href="http://www.txms4.com">www.txms4.com</a> \Jefferson
3	Review and update the procedures at least one time annually to address changes and make improvements to the established procedures where applicable.	Goal Met; Standard operating procedures for responding to illicit discharges, illegal dumping, and spills were developed and reviewed on 11-11-25.
3	<p>Respond to 100% of known illicit discharges and illegal dumping incidents each year to investigate sources (or some Level 2b MS4s must notify the appropriate agency with the authority to act).</p> <p>Respond to 100% of high priority discharges each year, such as sanitary sewer discharges within 24 hours (or some Level 2b MS4s must notify the appropriate agency with the authority to act).</p> <p>For 100% of known illicit discharges or illegal dumping incidents where the small MS4 does not have jurisdiction, notify the adjacent MS4 operator of the applicable TCEQ regional office each year.</p> <p>Notify the TCEQ immediately of 100% of illicit flows believed to be an immediate threat to human health or the environment throughout the permit term.</p>	Goal Met; the coalition has developed Standard Operating Procedures to respond to 100% of known illicit discharges and illegal dumping incidents. Zero incidents were reported during the permit year.

3	<p>For 100% of illicit discharges or illegal dumping where a source has been determined, notify the responsible party of the problem within 24 hours.</p> <p>Require the responsible party to perform all necessary corrective actions to eliminate the illicit discharge.</p>	<p>Goal Met; the coalition has developed Standard Operating Procedures to notify known responsible parties within 24 hours of determining what the source of the illicit discharge or illegal dumping incidents. Zero illicit discharges or illegal dumping incidents were reported during the permit year.</p>
3	<p>Review and update the procedures at least one time annually to address changes and make improvements to the established procedures where applicable.</p>	<p>Goal Met; Standard Operating Procedures for inspections of illicit discharges, illegal dumping, and spills were developed and reviewed on 11-11-25.</p>
3	<p>Conduct inspections in response to 100% of complaints each year according to the established procedures (or some Level 2b MS4s must notify the appropriate agency with the authority to act).</p> <p>Conduct follow-up inspections in 100% of cases each year where necessary as described in the established procedures (except for some Level 2b MS4s without the appropriate authority to act).</p>	<p>Goal Met; the coalition has developed Standard Operating Procedures to conduct inspections on 100% of known illicit discharge or illegal dumping incidents. Zero illicit discharges or illegal dumping inspections were conducted during the permit year.</p>
4	<p>Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable.</p>	<p>Goal Met; Standard Operating Procedures for construction site runoff Control were developed and reviewed on 11-11-25.</p>

4	<p>Develop and maintain an ordinance or other regulatory mechanism to prohibit these discharges.</p> <p>Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable.</p>	<p>Goal Met; Standard Operating Procedures for construction site runoff Control were developed and reviewed on 11-11-25.</p>
4	<p>Review and update site plan review procedures at least one time annually to address changes and make improvements to the established procedures where applicable.</p> <p>Implement site plan review procedures for 100% of new construction site plans received each year.</p>	<p>Not Due Yet</p>
4	<p>Review and update inspection procedures at least one time annually to address changes and make improvements to the established procedures where applicable.</p>	<p>Goal Met; Standard Operating Procedures for construction site runoff Control were developed and reviewed on 11-11-25.</p>
4	<p>Conduct inspections at a minimum of 80% of active construction sites annually according to the established procedures (or some Level 2b small MS4s must notify the appropriate agency with the authority to act).</p> <p>Each year, conduct follow up inspections in 100% of cases where necessary as described in the established procedures (except for some Level 2b small MS4s without the appropriate authority to act).</p>	<p>Goal Met; 80% of the applicable sites were inspected during the reporting period. (a total of zero applicable sites were identified during the reporting period).</p>
4	<p>Review and update procedures for the receipt and consideration of information submitted by the public at least one time annually to address changes and make improvements to the established procedures where applicable.</p> <p>Maintain one webpage, hotline, or similar method for receipt of information submitted by the public throughout the permit term.</p>	<p>Goal Met; Standard Operating Procedures for construction site runoff Control were developed and reviewed on 11-11-25.</p>

4	Conduct a minimum of one training annually for 100% of MS4 staff whose primary job duties are related to implementing the construction stormwater program.	Not Due Yet
5	Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable.	Goal Met; Standard Operating Procedures for post construction stormwater management were developed and reviewed on 11-11-25.
5	<p>Maintain records of 100% of enforcement actions taken each year.</p> <p>Make 100% of enforcement records available to TCEQ for review within 24 hours of request.</p>	Goal Met; zero enforcement actions were taken on post construction stormwater management controls during the reporting period.
5	<p>Each year, implement a maintenance plan and schedule established by the small MS4 operator addressing 100% of stormwater control measures where the small MS4 operator is responsible for maintenance.</p> <p>Each year, require 100% of the owners or operators of any new development or redeveloped sites to develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site.</p> <p>Require the site owner or operators to maintain documentation, such as a tracking log, onsite of 100% of the maintenance performed and made available for review by the small MS4 operator or TCEQ within 24 hours of the request.</p>	Not Due Yet
6	<p>Develop and maintain an annual inventory for 100% of the small MS4 owned and operated facilities and controls in the small MS4 area.</p> <p>Review and update the inventory at least one time annually to address changes or additions to the facilities and controls where applicable.</p>	Not Due Yet

6	<p>Conduct a minimum of one training annually for 100% of employees involved in implementing pollution prevention and good housekeeping practices.</p> <p>For small MS4s, which use only contractors to implement pollution prevention and good housekeeping practices, ensure training of 100% of applicable contract staff is conducted at least one time annually using contract language or another similar method.</p>	Not Due Yet
6	<p>Ensure that 100% of waste from the MS4 is disposed of in accordance with 30 TAC Chapters 330 or 335, as applicable each year.</p>	<p>Goal Met; Standard Operating Procedures for waste removal were developed and reviewed on 11-11-25.</p>
6	<p>Each year, ensure that 100% of contractors hired by the MS4 to perform maintenance activities on permittee-owned facilities is contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures described in Parts IV D.6(b)(2)-(6).</p> <p>Implement oversight procedures of contractor activities in 100% of contracts to ensure that contractors are using appropriate control measures and SOPs each year.</p> <p>Oversight procedures must be maintained on-site 100% of the time and made available for review by TCEQ within 24 hours of request.</p>	<p>Goal Met; Standard Operating Procedures for contractor oversight procedures were developed and reviewed on 11-11-25.</p>

6	<p>Evaluate 100% of O&amp;M activities, in conjunction with procedure reviews if appropriate, for their potential to discharge pollutants in stormwater annually including but not limited to:</p> <ul style="list-style-type: none"> <li>- Road and parking lot maintenance, including such areas as pothole repair, pavement marking, sealing, and re-paving;</li> <li>- Bridge maintenance, including such areas as re-chipping, grinding, and saw cutting;</li> <li>- Cold weather operations, including plowing, sanding, and application of de-icing and anti-icing compounds and maintenance of snow disposal areas; and</li> <li>- Right-of-way maintenance, including mowing, herbicide and pesticide application, and planting vegetation.</li> </ul>	Not Due Yet
6	<p>Identify pollutants of concern that could be discharged from all of the O&amp;M activities described in Part IV.D.6.(b)(5)b and maintain a list of 100% of the pollutants identified.</p> <p>Including for example, metals; chlorides; hydrocarbons such as benzene, toluene, ethyl benzene, and xylenes; sediment; and trash.</p> <p>Review and update the pollutants of concern list at least one time annually to address changes or additions to the O&amp;M activities where applicable.</p>	Not Due Yet

6	<p>Develop and implement a set of pollution prevention measures that will reduce the discharge of pollutants in stormwater from the permittee-owned operations. Implement at least two of the following pollution prevention measures:</p> <ul style="list-style-type: none"> <li>- Replace at least 50% of the MS4's materials and chemicals with more environmentally friendly materials or methods by the end of the permit term;</li> <li>- Track 100% of the application of de-icing and anti-icing compounds in the MS4 area and record the amount of compound used for each application annually;</li> <li>- Use suspended tarps, booms, or vacuums to capture paint, solvents, rust, paint chips and other pollutants during 80% of regular bridge maintenance each year; and</li> <li>- Place barriers around or conduct runoff away from 100% of deicing chemical storage areas to prevent discharge into surface waters each year.</li> </ul>	Not Due Yet
6	<p>At least one time annually, visually inspect 100% of pollution prevention measures implemented at permittee-owned facilities to ensure they are working properly.</p>	Not Due Yet
6	<p>Develop and maintain written procedures that describe the frequency of inspections and how they will be conducted.</p> <p>Review and update the inspection procedures at least one time annually to address changes or additions to the pollution prevention measures.</p> <p>Maintain a log of 100% of the inspections conducted annually and make the log available for review by the TCEQ within 24 hours of request.</p>	Not Due Yet

6	<p>At least one time annually, perform maintenance of 100% of the structural controls which require maintenance. Maintenance must follow a plan and schedule developed by the small MS4 operator to be consistent with maintaining the effectiveness of the BMP.</p> <p>The permittee shall develop and maintain written procedures that define the frequency of inspections and how they will be conducted.</p> <p>Review and update the maintenance procedures at least one time annually to address changes or additions to the pollution prevention measures.</p>	Not Due Yet
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### C. Stormwater Data Summary

Provide a summary of all information used, including any lab results (if sampling was conducted) to assess the success of the SWMP at reducing the discharge of pollutants to the MEP. For example, did the MS4 conduct visual inspections, clean the inlets, look for illicit discharge, clean streets, look for flow during dry weather, etc.?

**During the reporting period, the coalition conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and waste/debris collection. As a result, the permittee inspected their MS4 to look for flows during dry weather, conducted construction site compliance inspections and collected/properly disposed of litter/garbage on a routine basis. (data for all BMPs implemented during the reporting period to reduce the discharge of pollutants to the MEP is included in Section B.3 of this annual report). After review, the coalition has maintained 100% compliance with the measurable goals and implementation schedule established in their SWMP and believes that the program has been successful at reducing the discharge of pollutants to the MEP.**

## D. Impaired Waterbodies

1. Identify whether an impaired water within the permitted area was added to the latest EPA-approved 303(d) list or the ***Texas Integrated Report of Surface Water Quality for CWA Sections 305(b) and 303(d)***. List any newly-identified impaired waters below by including the name of the water body and the cause of impairment.

**No impaired water bodies were added during the reporting period.**

2. If applicable, explain below any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4's BMPs used to address the pollutant of concern.

**The permittee has referred to the CWA 303(d) list and determined that they are a potential source of the pollutant(s) of concern (with the exception of PCBs in edible tissue) being discharged to Alligator Bayou (Stream Segment No. 0702A), Taylor Bayou (Stream Segment No. 0701), Hillebrandt Bayou (Stream Segment No. 0704), and Neches River Tidal (Stream Segment No. 0601). Appropriate focused BMPs and corresponding measurable goals have been developed to reduce the discharge of pollutant(s) of concern that contribute to the impairment of the water body. The focused BMPs include activities related to sanitary sewer systems, on-site sewage facilities, illicit discharged and dumping, animal sources, and residential education programs. During the reporting period, the permittee conducted multiple activities to help reduce the discharge of pollutants to the MEP, including but not limited to: outfall inspections, public education, and waste/debris collection. As a result, the permittee inspected their MS4 to look for flows during dry weather, maintain a stormwater quality website to facilitate public education, and collected/properly disposed of litter/garbage.**

**Our research indicates that PCBs in edible tissue is a legacy pollutant and the permittees are not considered a potential source. Therefore, no additional focused BMPs were developed to target that pollutant.**

3. Describe the implementation of targeted controls if the small MS4 discharges to an impaired water body with an approved TMDL.

**N/A; permittee does not discharge to a water body with an approved TMDL**

4. Report the benchmark identified by the MS4 and assessment activities:

<b>Benchmark Parameter</b> <i>(Ex: Total Suspended Solids)</i>	<b>Benchmark Value</b>	<b>Description of additional sampling or other assessment activities</b>	<b>Year(s) conducted</b>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

5. Provide an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark:

<b>Benchmark Parameter</b>	<b>Selected BMP</b>	<b>Contribution to achieving Benchmark</b>
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

6. If applicable, report on focused BMPs to address impairment for bacteria:

<b>Description of bacteria-focused BMP</b>	<b>Comments/Discussion</b>
Sanitary Sewer Systems	No sanitary sewer system improvement projects took place during the permit year.
On-Site Sewage Facilities (OSSFs)	No OSSFs were found to be failing during the permit year.
Illicit Discharge and Dumping	No illicit discharge or illegal dumping was identified during the year.
Animal Sources	Brochure promoting proper pet waste management was developed and made available.
Residential Education	2 brochures, 1 flyer, and a stormwater quality website were developed and made available.

7. Assess the progress to determine BMP’s effectiveness in achieving the benchmark. For example, the MS4 may use the following benchmark indicators:

- number of sources identified or eliminated;
- number of illegal dumpings;
- increase in illegal dumping reported;
- number of educational opportunities conducted;
- reductions in sanitary sewer flows (SSOs); or
- increase in illegal discharge detection through dry screening.

**N/A; only applies to water bodies with an approved TMDL**

<b>Benchmark Indicator</b>	<b>Description/Comments</b>
<b><u>N/A</u></b>	<b><u>N/A</u></b>

**E. Stormwater Activities**

Describe activities planned for the next reporting year:

<b>MCM(s)</b>	<b>BMP</b>	<b>Stormwater Activity</b>	<b>Description/Comments</b>
1	Information on the MS4 Operator’s Website	Maintain a webpage with current and accurate information and working links <ul style="list-style-type: none"> <li>- All links shall be checked, and the page shall be updated as necessary at a minimum of once annually</li> <li>- Must be maintained for the full year</li> </ul>	Develop and maintain a stormwater quality website to ensure that the public can easily find information about the SWMP, and inform citizens about steps they can take to improve water quality.

	<p>Social Media Posts/Social Media Campaign</p>	<p>Post a minimum of four times each year on a minimum of one social media platform</p> <ul style="list-style-type: none"> <li>- The message shall address ways attendees can minimize or avoid adverse stormwater impacts or practices to improve the quality of stormwater runoff</li> <li>- The message shall be seasonally appropriate</li> <li>- Must make a minimum of one post per quarter and all quarterly posts must be visible by attendees for the full year</li> </ul>	<p>Develop and maintain a stormwater quality social media page to ensure that the public can easily find information about the SWMP, and inform citizens about steps they can take to improve water quality.</p>
	<p>Media/Advertising Campaign/Public Service Announcements; Billboard/Poster; Bus Shelter/Bench; Radio/Television/ Movie Theatre; and Kiosks</p>	<p>Develop topics that address activities or pollutants of concern. Advertisement must be active for a minimum of three weeks each year; or must have an estimated public exposure for the duration of the advertising campaign that is equal to twice the population for the small MS4 area (based on the most recent U.S. Census Bureau decennial population value for the small MS4 area).</p>	<p>Utilize PSAs on the Coalition's stormwater website to educate the public on the impacts of stormwater pollution and steps they can take to improve water quality.</p>

2	Clean-Up Event	<p>Host or support at a minimum one event for level 1 and 2 MS4s or two events for level 3 and 4 MS4s annually.</p> <ul style="list-style-type: none"> <li>- To be considered an event, the land area cleaned must be a minimum of: two acres, 400 yards of stream/streambank/riparian area, or two miles of roadside</li> <li>- These may be combined (such as one acre of land and 200 yards of stream).</li> </ul>	Clean-up events can be used to encourage public participation to ensure that litter/garbage is properly disposed of.
3	MS4 Map	Review and update, as necessary, at least one time annually to include features which have been added, removed, or changed.	MS4 map review ensures that the MS4 is properly represented in order to help facilitate the illicit discharge detection and elimination program.
	MS4 Field Staff Training	Conduct a minimum of one training annually for 100% of MS4 field staff that may come into contact with or otherwise observe an illicit discharge, illegal dumping, or illicit connection to the small MS4 as part of their normal job responsibilities.	Annual training for MS4 field staff helps educated field staff members on how to properly identify and eliminate illicit discharges and illegal dumping.

	<p>Corrective Actions</p>	<p>For 100% of illicit discharges or illegal dumping where a source has been determined, notify the responsible party of the problem within 24 hours.</p> <p>Require the responsible party to perform all necessary corrective actions to eliminate the illicit discharge.</p>	<p>Responding to 100% of known illicit discharges or illegal dumping sources helps ensure that each incident is properly managed to the MEP in order to prevent illicit discharges or illegal dumping to continue.</p>
	<p>Complaint Inspections</p>	<p>Conduct inspections in response to 100% of complaints each year according to the established procedures (or some Level 2b MS4s must notify the appropriate agency with the authority to act).</p> <p>Conduct follow up inspections in 100% of cases each year where necessary as described in the established procedures (except for some Level 2b MS4s without the appropriate authority to act).</p>	<p>Responding to 100% of known illicit discharges or illegal dumping sources helps ensure that each incident is properly managed to the MEP in order to prevent illicit discharges or illegal dumping to continue.</p>

4	Construction Site Inspections	<p>Conduct inspections at a minimum of 80% of active construction sites annually according to the established procedures (or some Level 2b small MS4s must notify the appropriate agency with the authority to act).</p> <p>Each year, conduct follow up inspections in 100% of cases where necessary as described in the established procedures (except for some Level 2b small MS4s without the appropriate authority to act).</p>	<p>Conduct inspections of construction sites and associated control measures and enforce local regulatory mechanisms to the MEP. For non-traditional MS4s, this BMP is limited to the sites operated by the permittee and located within the urbanized area.</p>
	Public Reporting Procedures	<p>Review and update procedures for the receipt and consideration of information submitted by the public at least one time annually to address changes and make improvements to the established procedures where applicable.</p> <p>Maintain one webpage, hotline, or similar method for receipt of information submitted by the public throughout the permit term.</p>	<p>Maintain and implement procedures for receipt and consideration of information submitted by the public regarding construction site stormwater runoff.</p>

5	Regulatory Mechanisms	Review and update the ordinance or other regulatory mechanism at least one time during the permit term to address changes and make improvements to the ordinance where applicable	Enforce local post construction stormwater management regulations to address discharges from new development and redevelopment projects which disturb one acre or more or are part of a common plan of development that disturb greater than or equal to one acre. Within two years from the permit effective date, the coalition will review and revise, if needed, its existing regulatory mechanisms to comply with the current permit requirements. Non-traditional MS4s included in the Coalition have standard operating procedures in place for addressing post construction stormwater discharges, in lieu of regulatory mechanisms.
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	Long Term Operation and Maintenance	<p>Each year, implement a maintenance plan and schedule established by the small MS4 operator addressing 100% of stormwater control measures where the small MS4 operator is responsible for maintenance.</p> <p>Each year, require 100% of the owners or operators of any new development or redeveloped sites to develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site.</p> <p>Require the site owner or operators to maintain documentation, such as a tracking log, onsite of 100% of the maintenance performed and made available for review by the small MS4 operator or TCEQ within 24 hours of the request.</p>	Develop and maintain standard operating procedures to document records of enforcement actions and procedures for ensuring long-term operation/maintenance of post construction stormwater control measures.
6	MS4 Facility Inventory	<p>Develop and maintain an annual inventory for 100% of the small MS4 owned and operated facilities and controls in the small MS4 area.</p> <p>Review and update the inventory at least one time annually to address changes or additions to the facilities and controls where applicable.</p>	Maintain an inventory (and map) of applicable facilities and stormwater controls pursuant to the requirements established in Part III, Section B.5(b)(1) of TPDES General Permit TXR040000, that each permittee owns and operates within the urbanized area.
	Waste Disposal Procedures	Ensure that 100% of waste from the MS4 is disposed of in accordance with 30 TAC Chapters 330 or 335, as applicable each year.	Conduct waste and/or litter collection to reduce floatable material discharges to the MS4.

	<p>Contractor Oversight Procedures</p>	<p>Each year, ensure that 100% of contractors hired by the MS4 to perform maintenance activities on permittee-owned facilities is contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures described in Parts IV D.6(b)(2)-(6).</p> <p>Implement oversight procedures of contractor activities in 100% of contracts to ensure that contractors are using appropriate control measures and SOPs each year.</p> <p>Oversight procedures must be maintained on-site 100% of the time and made available for review by TCEQ within 24 hours of request.</p>	<p>Maintain procedures that contractually require contractors hired by the permittee to perform maintenance activities on permittee-owned facilities to comply with all stormwater control measures, good housekeeping practices, and facility specific stormwater management operating procedures.</p>
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	Operation and Maintenance Activities	<p>Evaluate 100% of O&amp;M activities, in conjunction with procedure reviews if appropriate, for their potential to discharge pollutants in stormwater annually including but not limited to:</p> <ul style="list-style-type: none"> <li>- Road and parking lot maintenance, including such areas as pothole repair, pavement marking, sealing, and re-paving;</li> <li>- Bridge maintenance, including such areas as re-chipping, grinding, and saw cutting;</li> <li>- Cold weather operations, including plowing, sanding, and application of de-icing and anti-icing compounds and maintenance of snow disposal areas; and</li> <li>- Right-of-way maintenance, including mowing, herbicide and pesticide application, and planting vegetation.</li> </ul>	<p>Maintain and implement general pollution prevention plans that identify potential pollutants of concern and address stormwater discharges from permittee operation and maintenance activities, including road and parking lot maintenance, bridge maintenance, cold weather operations, and right-of-way maintenance.</p>
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## F. SWMP Modifications

1. The SWMP and MCM implementation procedures are reviewed each year.

Yes  No

2. Changes have been made or are proposed to the SWMP since the NOI or the last annual report, including changes in response to TCEQ's review.

Yes  No

If "Yes," report on changes made to measurable goals and BMPs:

MCM(s)	Measurable Goal(s) or BMP(s)	Implemented or Proposed Changes (Submit NOC as needed)
<u>N/A</u>	<u>N/A</u>	<u>N/A</u>

**Note:** If changes include additions or substitutions of BMPs, include a written analysis explaining why the original BMP is ineffective or not feasible, and why the replacement BMP is expected to achieve the goals of the original BMP.

3. Explain additional changes or proposed changes not previously mentioned (i.e. dates, contacts, procedures, annexation of land, etc.). **N/A**
  
4. I understand that I must submit a Notice of Change (NOC) electronically on the NeT-MS4 system to indicate these changes on the NOI.

Yes  No

### G. Additional BMPs for TMDLs and I-Plans

Provide a description and schedule for implementation of additional BMPs that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementation plans. **N/A**

<b>BMP</b>	<b>Description</b>	<b>Implementation Schedule (start date, etc.)</b>	<b>Status/Completion Date (completed, in progress, not started)</b>
<b><u>N/A</u></b>	<b><u>N/A</u></b>	<b><u>N/A</u></b>	<b><u>N/A</u></b>

### H. Additional Information

1. Is the permittee relying on another entity to satisfy any permit obligations?

  X   Yes      No

If "Yes," provide the name(s) of other entities and an explanation of their responsibilities (add more spaces or pages if needed).

Name and Explanation: **City of Port Neches, see explanation below**

Name and Explanation: **City of Nederland, see explanation below**

Name and Explanation: **City of Port Arthur, see explanation below**

Name and Explanation: **City of Groves, see explanation below**

Name and Explanation: **Jefferson County Drainage District No. 7, see explanation below**

**All permittees listed in this annual report are participating members in the Jefferson County Stormwater Quality Coalition and are responsible for the implementation of the programs as indicated in the "MS4 Responsibilities" section of the SWMP. Some of the activities are being conducted as a group, such as the development of public education materials, guidance documents, standard operating procedures, and SWMP meetings. Information included in this report for public education material is combined data for all members of the coalition.**

2.a. Is the permittee part of a group sharing a SWMP with other entities?

Yes  No

2.b. If "yes," is this a system-wide annual report including information for all permittees?

Yes  No

If "Yes," list all associated authorization numbers, permittee names, and SWMP responsibilities of each member (add additional spaces or pages if needed):

## I. Construction Activities

1. The number of construction activities that occurred in the jurisdictional area of the MS4 (Large and Small Site Notices submitted by construction site operators):

    **0**    

2a. Does the permittee utilize the optional eighth MCM related to construction?

Yes  No

2b. If "yes," then provide the following information for this permit year:

<b>The number of municipal construction activities authorized under this general permit</b>	
The total number of acres disturbed for municipal construction projects	

**Note:** Though the eighth MCM is optional, implementation must be requested on the NOI or NOC and approved by the TCEQ.

## J. Certification – Jefferson County

Each permittee shall sign and certify the annual report in accordance with 30 TAC §305.128 (relating to Signatories to Reports). If this is this a system-wide annual report include information and signatures for all permittees.

*I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.*

Name (printed): Jeff R. Branick Title: County Judge  
Signature: [Handwritten Signature] Date: 3.17.2026

Name of MS4: Jefferson County

ATTEST [Handwritten Signature]  
DATE 3/17/2026





LETTER OF AGREEMENT

The electronic files being furnished to \_\_\_\_\_, hereafter referred to as the **Owner**, are instruments of service and cannot be used for any purpose other than by the Owner in connection with the referenced project.

**Architectural Alliance Incorporated**, hereafter called the **Architect**, makes no representation as to the compatibility of the CADD files with the Owner's software and hardware beyond any compatibility requirements specified in the agreement with the client.

The Owner agrees to indemnify and hold harmless the Architect and shall make no claim against the Architect for any damages that are the result of the Owner's use of the CADD files. The CADD files are not construction documents and the Architect makes no representation as to their accuracy or completeness. If there are any discrepancies between the CADD files and the signed or sealed construction documents, the construction documents shall govern.

Providing the CADD files does not relieve the Owner from its duty to fully comply with the contract documents and carry out all necessary checks and measures required to meet full compliance.

The Architect reserves the right to remove all indicia of ownership and/or involvement from each electronic display.

The delivery of the CADD files shall not be deemed a sale and the Architect makes no warranties of merchantability or fitness for any particular purpose.

The Architect shall not be liable for any loss of profit or any consequential damages as the result of the Owner's use or reuse of the files.

by: Architectural Alliance Inc.

by: Owner

Date: \_\_\_\_\_

Date: 3.17.2026

ATTEST

DATE

Rudith Kimell  
3/19/2026

