

Special, 7/28/2026 10:30:00 AM

BE IT REMEMBERED that on July 28, 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

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

Notice of Meeting and Agenda
July 28, 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
July 28, 2026**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **28th** day of **July 2026** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:00 a.m. – Announcement of a Workshop to receive and consider information regarding ReVision and the Buckner facility.

9:30 a.m. - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third party.

10:00 a.m. -- Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.

Notice of Meeting and Agenda
July 28, 2026

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

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

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

INVOCATION: Brandon Willis, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a).Receive and file bids for Invitation for Bid (IFB 26-034/CG) Term Contract for Asphalt Products for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 156

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (b).Consider and approve, execute, receive and file an agreement (Agreement 26-045/MR) with Thomson Reuters (Westlaw) for a West Proflex online subscription for the Jefferson County District Attorney's Office access for 30 users in accordance with TX MSA DIR-CPO-5258 (TXM1). This one-year agreement (effective: July 1, 2026 – June 30, 2027) will be for a total monthly cost of \$3,800.11.

SEE ATTACHMENTS ON PAGES 157 - 160

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (c).Consider and approve, execute, receive and file Professional Agreement (PROF 26-046/DC) with The LaBiche Architectural Group, Inc. for County Court at Law#1 Architectural Services due to Termite Damage in the amount of \$6,000.00; in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service. This project is funded by Capital Projects.

SEE ATTACHMENTS ON PAGES 161 - 163

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

Notice of Meeting and Agenda
July 28, 2026

- (d). Consider and approve, execute, receive and file an agreement (Agreement 26-047/DC) with Thomson Reuters (Westlaw) for a West Proflex online Patron Access subscription for the Jefferson Law Library in accordance with TX MSA DIR-CPO-5258 (TXM1). This five-year agreement (effective: July 28, 2026) will be for a total monthly cost of \$2,383.47 and a five percent (5%) increase each additional year term. Addendum to order form addresses Termination for Convenience after the first twelve months with a 30 day notice.

SEE ATTACHMENTS ON PAGES 164 - 168

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (e). Consider and approve, execute, receive and file Professional Agreement (PROF 26-048/MR) with LJA Engineering for Erie Street Bridge at LNVA Canal Sanitary Sewer Force Main Replacement Engineering Services in the amount of \$30,500.00; in accordance with a discretionary exemption as authorized by Local Government Code 262.024(a)(4) a personal or professional service. This project is funded by Capital Projects.

SEE ATTACHMENTS ON PAGES 169 - 176

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

- (f). Consider and approve, execute, receive and file inter-department transfer of county property as authorized by Local Government Code §262.011(j).

SEE ATTACHMENTS ON PAGES 177 - 179

Action: TABLED

- (g). Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152(3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 180 - 186

Motion by: Alfred

Second by: Erickson

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

Action: APPROVED

Notice of Meeting and Agenda
July 28, 2026

COUNTY AUDITOR:

- (a).Consider and approve budget transfer – Road & Bridge Pct. 1 move funding for concrete work to capital projects.

SEE ATTACHMENTS ON PAGES 187 - 187

111-0000-491-8006	CAPITAL PROJECTS FND #311	\$200,000.00	
111-0108-431-6036	ROW CO. & ROADS		\$200,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (b).Consider and approve budget transfer – Juvenile Detention – additional cost for food.

SEE ATTACHMENTS ON PAGES 188 - 188

120-3064-424-3033	FOOD	\$20,000.00	
120-3064-424-1002	ASSISTANTS & CLERKS		\$20,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c).Consider and approve budget transfer – JP Pct. 2 – additional cost for postage.

SEE ATTACHMENTS ON PAGES 189 - 189

120-2043-412-4052	POSTAGE	\$500.00	
120-2043-412-3017	CLOTHING		\$500.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (d).Consider and approve budget transfer – Visitor Center – Doggett Ford Park improvements.

SEE ATTACHMENTS ON PAGES 190 - 194

Notice of Meeting and Agenda
July 28, 2026

286-8040-465-6084	BALL FIELDS	\$22,905.00	
286-0000-465-5099	MISCELLANEOUS		\$22,905.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (e).Consider and approve budget transfer – Constable Pct. 6 – protective vest for part-time deputies.

SEE ATTACHMENTS ON PAGES 195 - 195

120-3070-425-3084	MINOR EQUIPMENT	\$1,000.00	
120-3070-425-4011	EQUIPMENT- MISCELLANEOUS		\$1,000.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (f).Consider and approve electronic disbursement for \$158,320.62 to State Comptroller for Intergovernmental Transfer for Jefferson County LPPF for the Uncompensated Care redistribution.

SEE ATTACHMENTS ON PAGES 196 - 198

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (g).Consider and approve revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the City of Nome for increase of \$120,000 and for a total of \$1,233,562.50 for new storage tank.

SEE ATTACHMENTS ON PAGES 199 - 209

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

Notice of Meeting and Agenda
July 28, 2026

- (h).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Spindletop Center for a total of \$463,773.06 for interior furnishings and equipment for the Diversion Center.

SEE ATTACHMENTS ON PAGES 210 - 220

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (i).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Spindletop Center for a total of \$933,934.37 for critical facility generator.

SEE ATTACHMENTS ON PAGES 221 - 237

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (j).Receive and file revised subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Tender Loving Care Center for Children dba Legacy CDC for scope change for repairs of up to 123 homes for a total of \$2,700,000.

SEE ATTACHMENTS ON PAGES 238 - 247

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (k).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending June 30, 2026.

SEE ATTACHMENTS ON PAGES 248 - 265

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (l).Consider and approve budget transfer – Engineering - conference room chairs, computer, and screen.

SEE ATTACHMENTS ON PAGES 266 - 277

Notice of Meeting and Agenda
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115-0501-431-3084	MINOR EQUIPMENT	\$2,518.00	
115-0501-431-6002	COMPUTER EQUIPMENT	\$2,737.00	
115-0501-431-6007	AUTOMOBILES		\$5,255.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

(m).Regular County Bills -check #541468 through check #541681.

SEE ATTACHMENTS ON PAGES 278 - 286

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

COUNTY COMMISSIONERS:

(a).Consider and possibly approve a Proclamation Honoring and Recognizing Prairie View A&M University on its 150th Anniversary.

SEE ATTACHMENTS ON PAGES 287 - 287

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

COUNTY TREASURER:

(a).Consider and possibly approve Quarterly Report/Wire for State Pooled Fees of April 1, 2026 to June 30, 2026 in the amount of \$347,933.20 to the Texas Comptroller.

NO ATTACHMENTS

Motion by: Sinegal

Second by: Willis

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

Action: APPROVED

JUVENILE PROBATION DEPARTMENT:

- (a).Consider and possibly approve a Resolution recognizing Dennis Copeland for his 31 years and 10 months of service to the Jefferson County Juvenile Probation Department and wishing him well in retirement.

SEE ATTACHMENTS ON PAGES 288 - 289

Motion by: Erickson

Second by: Willis

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

Action: APPROVED

ROAD & BRIDGE PCT. 3:

- (a).Consider and possibly approve a Resolution for Michael Dixon for 20 years and 2 months of service with the Jefferson County Port Arthur Maintenance Department, Pct. 3 and wishing him well in retirement.

SEE ATTACHMENTS ON PAGES 290 - 290

Motion by: Sinegal

Second by: Alfred

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

Action: APPROVED

OTHER BUSINESS:

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

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
July 28, 2026

Special, July 28, 2026

There being no further business to come before the Court at this time, same is now here adjourned on this date, July 28, 2026.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 16, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 26-034/CG), Term Contract for Asphalt Products for Jefferson County. 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: Term Contract for Asphalt Products for Jefferson County
BID NUMBER: IFB 26-034/CG
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 22, 2026
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

All interested firms are invited to submit a 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:
 June 18, 2026 & June 25, 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 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 26-034/CG) Term Contract for Asphalt Products for Jefferson County

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 the 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

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

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

Email: treed@ephcc.org

San Antonio MBDA Business Center

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

San Antonio, TX 78207

210-458-2480

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

Email: Jacqueline.jackson@utsa.edu

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

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

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

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

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901
 915-834-4600
 Website: <https://www.sba.gov/district/el-paso>
 Email: lee.vega@sba.gov

Houston District Office

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

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E
 Harlingen, TX 78550
 956-427-8533
 Website: <https://www.sba.gov/district/lower-rio-grande-valley>
 Email: lrgvdo.email@sba.gov

San Antonio District Office

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

West Texas District Office

1205 Texas Ave, Room 408
 Lubbock, TX 79401
 806-472-7462
 Website: <https://www.sba.gov/district/west-texas>
 Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

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

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

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

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

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

	Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information. (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.	
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	(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.	

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

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

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

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

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

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

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

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

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

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

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

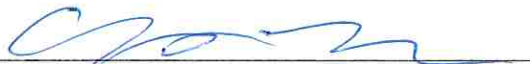
BYRD ANTI-LOBBYING CERTIFICATION

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



Signature of Contractor's Authorized Official

Clayton Moore, Sales Rep.

Name and Title of Contractor's Authorized Official

7/6/2026

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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



Signature of Contractor's Authorized Official

Clayton Moore, Sales Rep.

Name and Title of Contractor's Authorized Official

7/6/2026

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

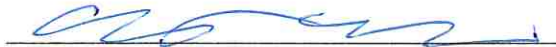
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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



Signature of Contractor's Authorized Official

Clayton Moore, Sales Rep.

Name and Title of Contractor's Authorized Official

7/6/2026

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://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, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope 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, July 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@jeffersoncountytexas.gov. If no response in 72 hours, please contact **Deborah Clark, Purchasing Agent**, via email at deb.clark@jeffersoncountytexas.gov. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Monday, June 29, 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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE JEFFERSON COUNTY, TEXAS			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5		CHECK BELOW IF APPLICABLE	
Check only if there is NO interested Party.		☐	
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.			
My name is _____ and my date of birth is _____			
My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-034/CG), Term Contract for Asphalt Products for Jefferson County

Bidder's Company/Business Name: Cleveland Asphalt Products, Inc.

Bidder's TAX ID Number: 76-02444-02

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

Contact Person: Clayton Moore **Title:** Sale Rep.

Phone Number (with area code): 800-334-0177

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

Fax Number (with area code): _____

Email Address: Sales & Contracts: clayton.moore@clevelandasphaltproducts.com
Orders & Invoicing: office@clevelandasphaltproducts.com

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

Mailing Physical
PO Box 1449, 100 Asphalt Lane

Address
Shepherd, TX 77371

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@jeffersncountytexas.gov Please reference Bid Number: IFB 26-034/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Asphalt Products for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

The County shall reserve the right to waive bid formalities, to reject any or all bids, to award the contract to multiple bidders, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

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

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material, if applicable, shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material, if applicable and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales and weigh tickets for each truck shall be presented at time of delivery. Reference is made to TXDOT Standard Specifications for measurement of the various items bid. For those items which require measurement by the ton of 2000 pounds dry weight or require a not-to-exceed moisture and/or light hydrocarbon volatiles content in the mixture, the bidder shall determine at the time of weighing, the amount of moisture and/or light hydrocarbon volatiles to be deducted from the net weight to determine the quantity of actual material for which payment is to be made.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Asphalt Products during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Asphalt Products are listed below.

Asphaltic Products	Annual Quantity Purchased 2025
Grade CRS-2 Emulsion	83,379 gallons
Grade SSI	936 gallons
Grade AE-P	223 gallons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by gallon, as indicated on the bid blank.

Provide quote for each type of asphalt product requested for all three deliver methods described below. It will be the decision of each Jefferson County Precinct as to which delivery method and how much asphalt product is to be purchased on a case by case basis.

1. For direct pickup at the bidder's asphalt storage/production facility. Oil to be transferred into Jefferson County Precinct tanker truck transport. Price for asphalt product pickup shall be quoted as price per gallon.
2. Delivery via bidder's transport tanker truck to onsite Jefferson County Precinct 3 storage tank at Port Arthur Service Center. Price delivery to the delivery point shall be price per gallon.
3. Delivery via bidder's transport tanker truck to various project locations in the field within the Precincts. Material will be transferred from the bidder's transport tanker truck to a Precinct tanker truck. Price for delivery to each of the four (4) County delivery points listed below shall be price per gallon.

Precinct 1	Various Project locations within the Precinct
Precinct 2	Various Project locations within the Precinct
Precinct 3	Various Project locations within the Precinct
Precinct 4	Various Project locations within the Precinct

Texas State Department of Transportation Standard Specification (2014), with any exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax a letter within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**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:

Cleveland Asphalt Products, Inc.
Company Name

PO Box 1449
Address

Shepherd TX 77371
City State Zip


Signature of Person Authorized to Sign

Clayton Moore
Printed Name

Sales Rep.
Title

For clarification of this offer, contact:

Clayton Moore, Sales Rep.
Name & Title

800-334-0177
Phone Fax

clayton.moore@clevelandasphaltproducts.com
E-mail

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Asphalt products for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 26-034/CG, Term Contract for Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility

1. Grade CRS-2 Emulsion	\$ 2.85	Per gallon
2. Grade SS-1	\$ 2.85	Per gallon
3. Grade SS-1H (Trackless Tack)	\$ 3.00	Per gallon
4. Grade AE-P	\$ 3.70	Per gallon
Vendor's Shipping Point Address:	100 Asphalt Lane, Shepherd, TX 77371	
Hours of Hopper Operation:	Hours of Operation 8am to 5pm, with noticed can work outside standard times.	

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center

1. Grade CRS-2 Emulsion	\$ 2.98	Per gallon
2. Grade AE-P	\$ 3.83	Per gallon
Vendor's Shipping Point Address:	100 Asphalt Lane, Shepherd, TX 77371	
Hours of Hopper Operation:	Hours of Operation 8am to 5pm, with noticed can work outside standard times.	
Delivery and Return Charge for Tanker:	\$650.00	

III. Asphalt Products – Delivery to Project Location (Location will vary)

1. Grade CRS-2 Emulsion	\$ 2.98	Per gallon
2. Grade SS-1	\$ 2.98	Per gallon
3. Grade SS-1H (Trackless Tack)	\$ 3.13	Per gallon
4. Grade AE-P	\$ 3.83	Per gallon
Vendor's Shipping Point Address:	100 Asphalt Lane, Shepherd, TX 77371	
Hours of Hopper Operation:	Hours of Operation 8am to 5pm, with noticed can work outside standard times.	
Delivery and Return Charge for Tanker:	\$650.00	
Additional Mileage Cost		

REQUIRED FORM

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

Delivery prices are based on minimum 5000 gallon full load, for smaller quantities please call 800-334-0177.
Returns are for material only not freight.
Demurrage: \$100.00/h after 2 free hours.

(Bid Form cont.)

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.**

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: Fayette County Road & Bridge Dept.

Address: 265 Ellinger Road, La Grange, TX 78945

Contact Person and Title: Jason McBroom, Commissioner Precinct 1

Phone: (979) 968-3358

Fax: _____

Email Address: _____

Contract Period: _____

Scope of Work: CRS-2 Road Oil Supply

REFERENCE TWO

Government/Company Name: Lee County

Address: 843 E. Industry, Giddings, TX 78942

Contact Person and Title: Steven Knobloch, Commissioner PCT #4

Phone: 979-542-6895

Fax: 979-542-2839

Email Address: _____

Contract Period: 10/1/2024-3/31/2025

Scope of Work: Asphalt Material Supply

REFERENCE THREE

Government/Company Name: Grimes County

Address: 1170 CR 280 Annex Bldg., Anderson, TX 77830

Contact Person and Title: Jonathan Steiber, P.E., County Engineer

Phone: (936) 873-4436

Fax: _____

Email Address: jonathan.steiber@grimescountytexas.gov

Contract Period: FY2025

Scope of Work: Asphalt & Emulsion Supply

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.

Cleveland Asphalt Products, INC.

Bidder (Entity Name)

PO Box 1449, Shepherd, TX 77371

Street & Mailing Address

Shepherd, TX 77371

City, State & Zip

800-334-0177

Telephone Number

clayton.moore@clevelandasphaltproducts.com

E-mail Address



Signature

Clayton Moore

Print Name

7/6/2026

Date Signed

Fax Number

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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



Signature of Contractor's Authorized Official

Clayton Moore, Sales Rep.

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

7/6/2026

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. Cleveland Asphalt Products, Inc.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☒ No D. Describe each employment or business and family relationship with the local government officer named in this section		
 Signature of vendor doing business with the governmental entity 7/6/2026 Date		

Adopted 8/7/2015

REQUIRED FORM

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY
1	Name of Local Government Officer N/A	Date Received
2	Office Held N/A	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code N/A	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 N/A	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. Signature of Local Government Officer AFFIX NOTARY STAMP / SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office. Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . . ?

- | | | |
|------------------------------|-----------------------------|---|
| ☐ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☐ Yes | ☐ No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☐ Yes | ☐ No | 3. Provide HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of 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.

Clayton Moore

Printed Name of Authorized Representative



Signature

Sales Rep.

Title

7/6/2026

Date

REQUIRED FORM

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

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

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

☐ Yes ☒ No

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

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

Contractor Name: Cleveland Asphalt Products, INC. HUB: ☐ Yes ☒ No

Address: 100 Asphalt Lane, Shepherd, TX 77371
Street City State Zip

Phone (with area code): 800-334-0177 Fax (with area code): _____

Project Title & No.: Term Contract for Asphalt Products IFB 26-034/CG

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: _____

Clayton Moore

Printed Name of Contractor Representative


Signature of Representative

7/6/2026

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 1 OF 4

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

☐ Yes ☒ No

Prime Contractor: Cleveland Asphalt Products, INC. 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.

HUB Subcontractor Disclosure

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

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:

☐ Yes ☐ No

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.

Street	City	State	Zip
--------	------	-------	-----

Description of Subcontract Work to be Performed:

Street	City	State	Zip
--------	------	-------	-----

Description of Subcontract Work to be Performed:

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): Clayton Moore

Title: Sales Rep.

Signature: 

Date: 7/6/2026

E-mail address: clayton.moore@clevelandasphaltproducts.com

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

Name (print or type): LeeAnn Ails

Title: Office Manager

Date: 7/6/2026

E-mail address: office@clevelandasphaltproducts.com

REQUIRED FORM

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

RESIDENCE CERTIFICATION/TAX FORM

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

- ☒ I certify that Cleveland Asphalt Products, INC. [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- ☐ I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification Number (T.I.N.):	76-02444-02
Company Name submitting bid/proposal:	Cleveland Asphalt Products, INC.
Mailing address:	PO Box 1449, Shepherd, TX 77371
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

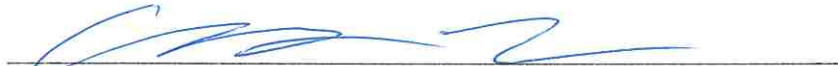
I, Clayton Moore, the undersigned representative of (company or business name) Cleveland Asphalt Products, INC. (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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



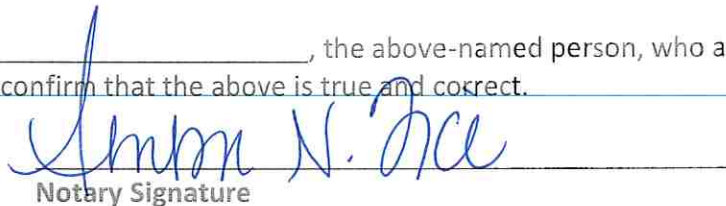
Signature of Company Representative

7/8/2026
Date

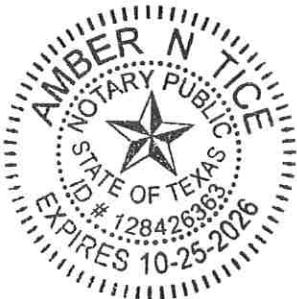
On this 8th day of July, 2026, personally appeared

Clayton Moore, 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

7/8/2026
Date



REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION

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

Cleveland Asphalt Products, Inc.

Company Name

IFB 26-034/CG

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF Texas

COUNTY OF San Jacinto

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

on this day personally appeared Clayton Moore, who
(name)

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

"I, Clayton Moore am a duly authorized officer of/agent
(name)

for Cleveland Asphalt Products, Inc. and have been duly authorized to execute the
(name of firm)

foregoing on behalf of the said Cleveland Asphalt Products, Inc.
(name of firm)

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

Name and address of Bidder: Cleveland Asphalt Products, Inc., PO Box 1449, Shepherd, TX 77371

Fax: _____ Telephone# 800-334-0177

by: Clayton Moore Title: Sales Rep.
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

Clayton Moore

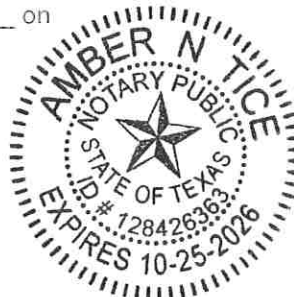
on

this the 8th day of July 2026.

REQUIRED FORM

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

[Signature]
Notary Public in and for
the State of Texas



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1485656

Date Filed:
07/06/2026

Date Acknowledged:

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

Cleveland Asphalt Products, INC.
Shepherd, TX United States

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

Jefferson County

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

IFB 26-0334/CG
Term Contract for Asphalt Products for Jefferson County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Clayton Moore, and my date of birth is 7/12/1983.

My address is PO Box 1449, Shepherd, TX, 77371, USA.
(city) (state) (zip code) (country)

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

Executed in San Jacinto County, State of Texas, on the 6th day of July, 20 26.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

June 16, 2026

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 26-034/CG), **Term Contract for Asphalt Products for Jefferson County** 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: Term Contract for Asphalt Products for Jefferson County
BID NUMBER: IFB 26-034/CG
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 22, 2026
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

All interested firms are invited to submit a 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:

June 18, 2026 & June 25, 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 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 26-034/CG) Term Contract for Asphalt Products for Jefferson County

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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 the 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 AND/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" – Jefferson County, Texas.

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

21. SMALL, MINORITY & WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

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

Dallas Fort Worth MBDA Business Center

8828 N. Stemmons Freeway, Ste. 550 B

Dallas, TX 75247

214-920-2436

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

Email: admin1@mbdadallas.com

El Paso MBDA Business Center

2401 East Missouri Avenue

El Paso, TX 79903

915-351-6232

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

Email: treed@ephcc.org

San Antonio MBDA Business Center

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

San Antonio, TX 78207

210-458-2480

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

Email: Jacqueline.jackson@utsa.edu

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

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

Dallas/Fort Worth District Office

150 West Parkway, Ste. 130

Euless, TX 76040

817-684-5500

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

Email: dfwdo.email@sba.gov

El Paso District Office

211 N. Florence St, Ste. 201

El Paso, TX 79901
 915-834-4600
 Website: <https://www.sba.gov/district/el-paso>
 Email: lee.vega@sba.gov

Houston District Office

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

Lower Rio Grande Valley District Office

2422 E. Tyler Ave, Suite E
 Harlingen, TX 78550
 956-427-8533
 Website: <https://www.sba.gov/district/lower-rio-grande-valley>
 Email: lrgvdo.email@sba.gov

San Antonio District Office

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

West Texas District Office

1205 Texas Ave, Room 408
 Lubbock, TX 79401
 806-472-7462
 Website: <https://www.sba.gov/district/west-texas>
 Email: lubdo@sba.gov

HUB certification information can be found at:

Statewide Procurement Division HUB Program

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

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

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

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

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

	Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows: The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin. (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.	
	(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.	

	(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders. (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law. (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.	
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	The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). 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 (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "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 (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "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.	2 CFR 200 APPENDIX II (D); 40 U.S.C. §§ 3141- 3144 and 3146- 3148; supplemented by 29 C.F.R. Part 5; 40 U.S.C. § 3145; supplemented by 29 C.F.R. Part 3
	FEMA PA and HMGP do not require these clauses unless it is a requirement for matching funds by another federal program legislation such as CDBG-DR. When required, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act. If applicable per the standard described above, the NFE must include the provisions at <u>29 C.F.R. § 5.5(a)(1)-(10)</u> in full into all applicable contracts, and all applicable contractors must include these provisions in full in any subcontracts.	

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

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

	This provision does not apply to all FEMA grant and cooperative agreement programs including PA and HMGP as awards under these programs do not meet the definition.	
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q.</u>) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), 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 (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). <u>Suggested Language:</u> Clean Air Act The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA. Federal Water Pollution Control Act The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 <i>et seq.</i> The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the non-federal entity entering into the contract) will, in turn, report each violation as required to assure notification to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.	2 CFR 200 APPENDIX II (G); 42 U.S.C. §§ 7401- 7671q; 33 U.S.C. §§ 1251-1387
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989	2 CFR 200 APPENDIX II (H); 2 C.F.R. Part 180

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

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

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

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

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

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

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

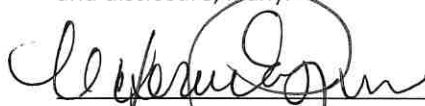
BYRD ANTI-LOBBYING CERTIFICATION

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 Martin Asphalt Company 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
Victoria A. Espino, Sales Rep.

 Name and Title of Contractor's Authorized Official
7/14/2026

 Date

REQUIRED FORM

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

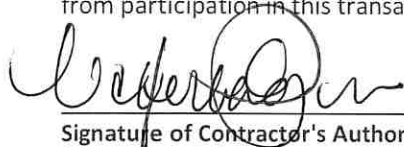
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Martin Asphalt Company 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

Victoria Espino, Sales Rep.

Name and Title of Contractor's Authorized Official

7/10/2020

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

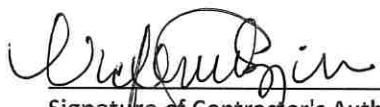
CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

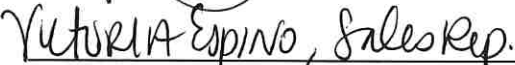
The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity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

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

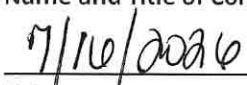
The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts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



 Signature of Contractor's Authorized Official



 Name and Title of Contractor's Authorized Official



 Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <https://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, 1st Floor
Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope 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, July 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@jeffersoncountytexas.gov. If no response in 72 hours, please contact **Deborah Clark, Purchasing Agent**, via email at deb.clark@jeffersoncountytexas.gov. The Deadline for asking questions or requesting additional information (in writing) is **5:00 pm, CT, Monday, June 29, 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.



Roles and Subcontracting Plan Reporting
Show Details
Jul 15, 2026



See All Alerts

ISR Workspace: Increased Contract Volume
Show Details
Jun 26, 2026



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

< **Entity Information**

Check Entity Status

This tool allows you to check the status of your entity.



Non-federal users: You may only check the status of entities linked to your SAM.gov account.

☐ Search by Unique Entity ID/CAGE

☐ Search entities pending Unique Entity ID assignment

Unique Entity ID

CAGE Code

m79anb2vkjl9



Reset

Search

Entity Information

MARTIN PRODUCT SALES LLC Submitted Registration

Unique Entity ID
M79ANB2VKJL9

You submitted your registration on 2026-07-17. The IRS is validating your taxpayer information. CAGE will then assign or validate your CAGE code. This whole process can take up to 12 business days. We will send you an email when each review is complete.



The entire registration process will take up to 12 business days to complete. The Federal Service Desk cannot provide further information about your registration unless at least 12 business days have passed since you submitted your registration.



Validate Entity
Completed



Get Unique Entity ID
Completed



Core Data
Not Complete



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
In Progress



Active
Not Complete

More About the Entity Status Tracker

[Getting Started with Registration](#)

[Entity Status Guide](#)

[Legend](#)

[What if my entity fails TIN validation?](#)

What if my entity fails CAGE validation?

More Help



Feedback

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WARNING

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SAM.gov

An official website of the U.S. General Services Administration

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

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

FORM 1295

1 of 1

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

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2026-1490071

Date Filed:
07/16/2026

Date Acknowledged:

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

MARTIN ASPHALT COMPANY
HOUSTON, TX United States

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

JEFFERSON COUNTY

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

IFB 26-034

TERM CONTRACT FOR ASPHALT PRODUCTS FOR JEFFERSON COUNTY

[illegible]

~~5 Check only if there is NO Interested Party.~~



6 UNSWORN DECLARATION

My name is Victoria Espino, and my date of birth is 10/17/89

My address is 3 Riverway Suite 400, Houston, TX, 77056, USA
(city) (state) (zip code) (country)

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

Executed in Harris County, State of Texas, on the 16th day of July, 2026
(month) (year)

Richard Egan

Signature of authorized agent of contracting business entity
(Declarant)

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

6. **MULTIPLE VENDOR AWARD.**

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

7. **DELIVERY.**

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

8. **PAYMENT.**

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

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

Invoices shall be submitted to:

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

9. **USAGE REPORTS.**

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

10. **INSURANCE.**

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE**11.1 Definitions:**

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

5/1/2027

123
DATE (MM/DD/YYYY)
4/24/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 2601 Victory Avenue, Suite 1500 Dallas TX 75219 (214) 720-5563 TXClientSrvUT@lockton.com	CONTACT NAME:	FAX (A/C, No):	
	PHONE (A/C, No, Ext):	E-MAIL ADDRESS:	
INSURED 1302028 Martin Resource Management Corporation (See Listing Page 2) PO Box 191 Kilgore TX 75663	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : ACE American Insurance Company		22667
	INSURER B : --- SEE ATTACHMENT ---		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 12241723 **REVISION NUMBER:** XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ POLLUTION LIABILITY ☒ \$1M-SIR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER: CONTRACTUAL LIAB. INCLUDED	Y	N	XSL G49388482	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ Not Applicable PERSONAL & ADV INJURY \$ 4,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY	Y	N	ISA H11349304	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	☒ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION S	Y	N	See Attached	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$ XXXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLR C72809294 SCFC72809300	5/1/2026 5/1/2026	5/1/2027 5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

12241723
Jefferson County Purchasing Department
1149 Pearl Street
Beaumont TX 77701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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NAMED INSURED

MARTIN RESOURCE MANAGEMENT CORPORATION, MARTIN MIDSTREAM PARTNERS L.P. AND/OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES AND INTERRELATED COMPANIES

Martin Resource Management Corporation
Martin Resource LLC
Martin Energy Services LLC
Martin Product Sales LLC
Martin Asphalt
Martin Crude Marketing Co.
Berry Petroleum Company
Martin Underground Storage, Inc.
Cross Oil Refining & Marketing, Inc.
Norphlet Rail Terminal LLC
ALTEC Environmental Consulting LLC
ASHTEC Water Services LLC
MRMC Equipment Holdings LLC
Martin Pilot Services LLC
Aspire America, Inc.
American Senterfitt Insurance Company, Ltd.
Martin Midstream GP LLC
Martin Midstream Partners L.P.
Martin Operating GP LLC
Martin Operating Partnership L.P.
Martin Marine
Martin L.P. Gas
Martin Terminals
Martin Resources
Martin Gas Sales
Martin Sulfur
Martin Specialty Products
Monarch, Inc.
Martin Lubricants
Martin Transport, Inc.
Martin Midstream Finance Corp.
Talen's Marine & Fuel LLC
Redbird Gas Storage LLC
Martin ELSA Investment LLC

Umbrella/Excess Policies

UMBRELLA	Limit	Policy Number
AXA XL	\$2,500,000 (2.5 po 5)	B0713NAMCA2601712
Group ARK	\$2,500,000 (2.5 po 5)	BO713NAMCA2601713
Starr Indemnity & Liability	\$10,000,000	1000095565251
MS Transverse Specialty (First Specialty)	\$5,000,000	TSUEEX0000057-01

EXCESS	Limit	Policy #
Hiscox (Excess AL GL)	\$5,000,000	ENCAS2600938

EXCESS AUTO	Limit	Policy #
Hiscox Insurance Company	\$5,000,000	ENCAS2600937

POLICY NUMBER: ISA H11349304 Endorsement Number: 29

COMMERCIAL AUTO
CA 20 48 10 13**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Martin Resource Management Corporation**Endorsement Effective Date:** 5/1/2026**SCHEDULE****Name Of Person(s) Or Organization(s):**

Any person or organization as required by written contract, letter or intent, or work order

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** — Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** — Covered Autos Coverages of the Auto Dealers Coverage Form.

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Martin Resource Management Corporation			Endorsement Number 3
Policy Symbol XSL	Policy Number G49388482	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization: Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
1. In the performance of your ongoing operations; or
 2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. ~~With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:~~

~~If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:~~

1. ~~Required by the contract or agreement; or~~
 2. ~~Available under the applicable Limits of Insurance shown in the Declarations;~~
- ~~whichever is less.~~

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Martin Resource Management Corporation			Endorsement Number 4
Policy Symbol XSL	Policy Number G49388482	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Regions Bank, as agent and its successors and /or assigns
1180 W. Peachtree Street, NW, Suite 1000
Atlanta, GA 30309

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Authorized Representative

ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION

Named Insured Martin Resource Management Corporation			Endorsement Number 5
Policy Symbol XSL	Policy Number G49388482	Policy Period 05/01/2026 to 05/01/2027	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

EXCESS COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Person or Organization:

Gordon Brothers Finance Company, As Agent
800 Boylston Street, 27th Floor
Boston, Massachusetts 02199

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance And Retained Limit:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

- e. Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;
 - f. Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;
 - g. Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or
 - h. "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However this exclusion does not apply to:
 - (1) The exceptions contained in Sub-paragraphs d. or f.; or
 - (2) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.
2. This insurance does not apply to any insured person or organization, from whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products.

C. With respect to the insurance afforded to these vendors, the following is added to SECTION III – LIMITS OF INSURANCE AND RETAINED LIMIT:

If coverage provided to the vendor is required by a contract or agreement, the most we will pay on behalf of the vendor is the amount of insurance:

- 1. Required by the contract or agreement; or
 - 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the Limits of Insurance shown in the Declarations.

Authorized Representative

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 26-034/CG), Term Contract for Asphalt Products for Jefferson County

Bidder's Company/Business Name: Martin Asphalt Company

Bidder's TAX ID Number: 75-2081053

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

Contact Person: Victoria Espino Title: Sales Rep.

Phone Number (with area code): 713 3045114

Alternate Phone Number if available (with area code): 713 350 6852

Fax Number (with area code): 713 350 2801

Email Address: Victoria.Espino@martinMLP.com

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

3 Riverway Suite 400

Address Houston TX 77056

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 Please reference Bid Number: IFB 26-034/CG.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for Asphalt Products for Jefferson County subject to the terms and conditions stated herein for a period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become part of this contract.

Before award successful bidder must submit third party laboratory testing to prove the material they are to be awarded meets Jefferson County specifications.

Prices may be adjusted only to reflect increases or decreases in rail rates, or as indicated on bid blank. The County shall require written verification on any increase in rail rates. Orders will be placed on an **as-needed basis** for the duration of the contract. Purchase orders will be released to the successful bidder(s) as required. **MINIMUM ORDERS ARE NOT ACCEPTABLE.**

The County shall reserve the right to waive bid formalities, to reject any or all bids, to award the contract to multiple bidders, to award material by line item or by Precinct by line item, and to award to the bidder or bidders making the offer most beneficial to the County. Jefferson County reserves the right to cancel this contract with 15 days' written notification.

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

F.O.B. point shall be strictly as indicated on bid blanks. Rail delivery material, if applicable, shall be quoted F.O.B. shipping point with separate rate for prepaid rail delivery to the various points in Jefferson County. Truck delivery material shall be quoted F.O.B. Jefferson County delivery zones, as required, with delivery prepaid. Bidder bears freight charges. **Bidder shall supply material from the location closest to the County project site.** Hopper pickup material, if applicable and other shipping point purchases shall be quoted F.O.B. trucks, shipping point, with freight for the County's account.

LOAD LIMITS. Any vehicle used to deliver materials shall comply with the State law concerning the gross weight of such vehicle load, unless authorized by permit to exceed the legal weight.

The County shall reserve the right to reject the bid of any bidder who does not have certified scales, which shall be certified by the Weights and Measures Division of the Department of Agriculture of the State of Texas, or certified by a company duly registered with the said Department of Agriculture. Each load of material sold on a unit weight basis shall be weighed on certified scales and weigh tickets for each truck shall be presented at time of delivery. Reference is made to TXDOT Standard Specifications for measurement of the various items bid. For those items which require measurement by the ton of 2000 pounds dry weight or require a not-to-exceed moisture and/or light hydrocarbon volatiles content in the mixture, the bidder shall determine at the time of weighing, the amount of moisture and/or light hydrocarbon volatiles to be deducted from the net weight to determine the quantity of actual material for which payment is to be made.

Alternate bids are not solicited. **Add nothing to this bid;** unsolicited attachments may be discarded and have no bearing on this bid.

If a problem develops with Asphalt Products during the year, samples shall be taken by a third party laboratory representative in the presence of representatives from both the County and the successful bidder. If the results of such test reveal the samples submitted do not meet the specifications, the cost of the test shall be at the expense of the successful bidder. The successful bidder shall make satisfactory adjustment for all products delivered which do not comply with Jefferson County's specifications. If the results of the test reveal the samples submitted meet Jefferson County's specification, the County will bear the cost of the test.

Manufacturer's Safety Data Sheets (MSDS) must be provided on all applicable deliveries.

Quantities to be purchased will be on an as-needed basis and may be affected by weather conditions or available funds. The County's previous annual purchases of Asphalt Products are listed below.

Asphaltic Products	Annual Quantity Purchased 2025
Grade CRS-2 Emulsion	83,379 gallons
Grade SSI	936 gallons
Grade AE-P	223 gallons

These figures are shown solely as basis for bidders to determine the past history of these items, and do not imply any promise that these quantities will be purchased.

Materials shall be measured by gallon, as indicated on the bid blank.

Provide quote for each type of asphalt product requested for all three deliver methods described below. It will be the decision of each Jefferson County Precinct as to which delivery method and how much asphalt product is to be purchased on a case by case basis.

1. For direct pickup at the bidder's asphalt storage/production facility. Oil to be transferred into Jefferson County Precinct tanker truck transport. Price for asphalt product pickup shall be quoted as price per gallon.
2. Delivery via bidder's transport tanker truck to onsite Jefferson County Precinct 3 storage tank at Port Arthur Service Center. Price delivery to the delivery point shall be price per gallon.
3. Delivery via bidder's transport tanker truck to various project locations in the field within the Precincts. Material will be transferred from the bidder's transport tanker truck to a Precinct tanker truck. Price for delivery to each of the four (4) County delivery points listed below shall be price per gallon.

Precinct 1	Various Project locations within the Precinct
Precinct 2	Various Project locations within the Precinct
Precinct 3	Various Project locations within the Precinct
Precinct 4	Various Project locations within the Precinct

Texas State Department of Transportation Standard Specification (2014), with any exceptions noted below, shall define the materials in this specification.

If after bid award is made, vendor is unable to supply Jefferson County with materials ordered, vendor shall fax a letter within two (2) hours of request stating why the material cannot be delivered. Jefferson County will then be able to go out on the open market for the materials that are needed until the vendor faxes another letter informing the County the materials are available again.

**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:

Martin Asphalt Company
Company Name

For clarification of this offer, contact:

3 Riverway, Suite 400
Address

Victoria Espino, Sales Rep
Name & Title

Houston TX 77056
City State Zip

7133506852 7133502801
Phone Fax

Victoria Espino
Signature of Person Authorized to Sign

Victoria.Espino@martinmip.com
E-mail

Victoria Espino
Printed Name

Sales Rep.
Title

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Asphalt products for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 26-034/CG, Term Contract for Asphalt Products for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
1. Grade CRS-2 Emulsion	\$ 2.50	Per gallon
2. Grade SS-1	\$ 2.50	Per gallon
3. Grade SS-1H (Trackless Tack)	\$ N/A	Per gallon
4. Grade AE-P	\$ 3.00	Per gallon
Vendor's Shipping Point Address:	300 Christy Pl, South Houston TX 77587	
Hours of Hopper Operation:	24/7	

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
1. Grade CRS-2 Emulsion	\$ 2.70	Per gallon
2. Grade AE-P	\$ 3.20	Per gallon
Vendor's Shipping Point Address:	300 Christy Pl, South Houston TX 77587	
Hours of Hopper Operation:	24/7	
Delivery and Return Charge for Tanker:	\$1003.00 delivery, \$501.50 for return	

III. Asphalt Products – Delivery to Project Location (Location will vary)		
1. Grade CRS-2 Emulsion	\$ 2.70	Per gallon
2. Grade SS-1	\$ 2.70	Per gallon
3. Grade SS-1H (Trackless Tack)	\$ N/A	Per gallon
4. Grade AE-P	\$ 3.20	Per gallon
Vendor's Shipping Point Address:	300 Christy Pl, South Houston, TX 77587	
Hours of Hopper Operation:	24/7	
Delivery and Return Charge for Tanker:	\$1003.00 delivery, \$501.50 for return	
Additional Mileage Cost	N/A	

REQUIRED FORM

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

(Bid Form cont.)**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.**

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:

Dewitt County

Address:

Contact Person and Title:

Neomi Williams

Phone:

361 275 0926

Fax:

Email Address:

Neomi.williams@

Contract Period:

yearly

Scope of Work:

DWCOTX.orgAsphalt and emulsions**REFERENCE TWO**

Government/Company Name:

Lavaca County

Address:

Contact Person and Title:

Nailene Rupekt

Phone:

361 798 5310

Fax:

Email Address:

nailener@co.lavaca,

Contract Period:

yearly

Scope of Work:

TX.usAsphalt and emulsions**REFERENCE THREE**

Government/Company Name:

Calhoun County

Address:

Contact Person and Title:

Demi Cabrera

Phone:

361-553 4613

Fax:

Email Address:

Demi.cabrera@

Contract Period:

Yearly

Scope of Work:

CalhounCOTX.orgAsphalt and Emulsions

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.

Martin Asphalt Company
Bidder (Entity Name)

3 Rwerway Suite 400
Street & Mailing Address

Houston TX 77056
City, State & Zip

713 350 6852
Telephone Number

Victoria.Espino@MartinMlp.com
E-mail Address

Victoria Espino
Signature

Victoria Espino
Print Name

7/16/2024
Date Signed

713 350 2801
Fax Number

REQUIRED FORM

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

CERTIFICATION REGARDING LOBBYING

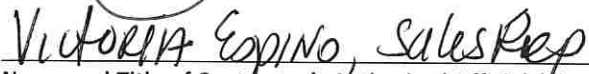
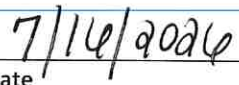
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

 _____ Signature of Contractor's Authorized Official	
 _____ Name and Title of Contractor's Authorized Official (Please Print)	
 _____ Date	

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY Date Received	
1 Name of vendor who has a business relationship with local governmental entity. Martin Asphalt Company		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. N/A Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more? ☐ Yes ☐ No D. Describe each employment or business and family relationship with the local government officer named in this section.		
4 Signature of vendor doing business with the governmental entity 7/16/2026 Date		

Adopted 8/7/2015

REQUIRED FORM

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY
1	Name of Local Government Officer 	
2	Office Held 	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code 	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3 	
5	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code. _____ Signature of Local Government Officer AFFIX NOTARY STAMP & SEAL ABOVE Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office. _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath	

Adopted 8/7/2015

THIS FORM IS FOR
OFFICE USE ONLY

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

☐ Yes ☒ No

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

Did the Prime Contractor/Consultant . . .?

- | | | |
|------------------------------|-----------------------------|---|
| ☐ Yes | ☐ No | 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation? |
| ☐ Yes | ☐ No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| ☐ Yes | ☐ No | 3. Provide HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of 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.

Victoria Espino

Printed Name of Authorized Representative

[Signature]

Signature

Sales Rep

Title

7/16/2016

Date

REQUIRED FORM

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



Jefferson County
1149 Pearl Street
Beaumont, TX 77701
RE: HUB

7/16/2026

To whom it may concern:

Martin Asphalt has terminal locations in various part of Texas including Hondo, South Houston, and Beaumont. With these plants giving us the capacity for over 60,000 tons of inventory and over 150 employees, we have the ability to manufacture or blend all of the products Jefferson County anticipates to purchase.

Thank you,
Victoria Espino
Sales Representative
Martin Asphalt Company
713.350.6852

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.

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

Prime Contractor: _____ HUB: ☐ Yes ☐ No

HUB Status (Gender & Ethnicity):

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: %

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:

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

HUB Subcontractor Disclosure

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

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: *please see attached letter*

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?

☒ No

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.

Zip

Description of Subcontract Work to be Performed:

Zip

Description of Subcontract Work to be Performed:

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

Subcontractor Name: _____

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): Victoria Espino

Title: Sales Rep

Signature: Vicki Brown

Date: 7/16/2026

E-mail address: VICTORIA.Espino@martinmfp.com

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

Name (print or type): Laura Cruz

Title: Customer Service Manager

Date: 7/10/2020

E-mail address: Laura.wiz@martinmlp.com

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 Martin Asphalt Company [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.):	75-2081053
Company Name submitting bid/proposal:	Martin Asphalt Company
Mailing address:	3 Riverway, Suite 400, Houston TX 77056
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

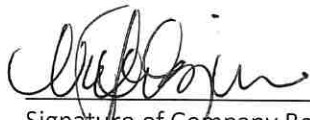
I, VICTORIA EPINO, the undersigned representative of (company or business name) Martin Asphalt Company (heretofore referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by the undersigned notary, do hereby depose and verify under oath that the company 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

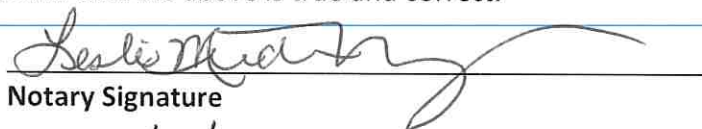
7/17/2026

Date

On this 17th day of July, 20 26, personally appeared

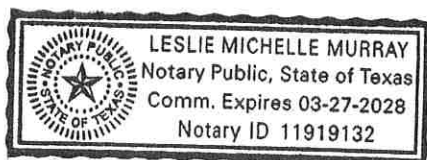
VICTORIA EPINO, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal


Notary Signature

Date

7/17/2026



REQUIRED FORM

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

THIS FORM IS FOR OFFICE USE ONLY

BID AFFIDAVIT

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

STATE OF TEXAS COUNTY OF Harris

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

on this day personally appeared VICTORIA ESPINO, who
(name)

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

"I, VICTORIA ESPINO am a duly authorized officer of/agent
(name)
for Martin Asphalt Company and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Martin Asphalt Company.
(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: Martin Asphalt Company, VICTORIA ESPINO
3 Ridgeway, Suite 400 Houston TX 77056

Fax: 713 350 2801 Telephone# 713 350 6852
by: VICTORIA ESPINO Title: Sales Rep
(print name)

Signature: [Signature]

SUBSCRIBED AND SWORN to before me by the above-named

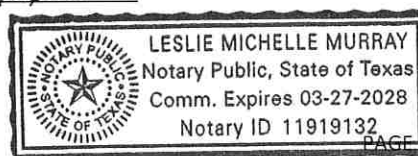
VICTORIA ESPINO on

this the 17th day of July, 20 26

REQUIRED FORM

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

[Signature]
Notary Public in and for
the State of TEXAS



 Thomson Reuters™	Order Form Order ID: Q-11761935
Contact your representative kristen.walter@thomsonreuters.com with any questions. Thank you.	

Sold To Account Address

Account #: 1000648456
 JEFFERSON COUNTY AUDITORS OFFICE
 DISTRICT ATTY- ACCTS PAYABLE
 1149 PEARL ST FL 7
 BEAUMONT TX 77701-3638 US

"Customer"

Shipping Address

Account #: 1000648456
 JEFFERSON COUNTY AUDITORS OFFICE
 DISTRICT ATTY- ACCTS PAYABLE
 1149 PEARL ST FL 7
 BEAUMONT TX 77701-3638 US

Billing Address

Account #: 1000648456
 JEFFERSON COUNTY AUDITORS OFFICE
 DISTRICT ATTY- ACCTS PAYABLE
 1149 PEARL ST FL 7
 BEAUMONT, TX 77701-3638
 US

This Order Form is a legal document between Customer and

- A. West Publishing Corporation to the extent that products or services will be provided by West Publishing Corporation, and/or
- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

West Publishing Corporation may also act as an agent on behalf of Thomson Reuters Enterprise Centre GmbH solely with respect to billing and collecting payment from Customer. Thomson Reuters Enterprise Centre GmbH and West Publishing Corporation will be referred to as "Thomson Reuters", "we" or "our," in each case with respect to the products and services it is providing, and Customer will be referred to as "you", or "your" or "Client".

The Order Form is subject to and governed by the Texas Contract Number DIR-CPO-5258.

For Federal Customers the following shall apply: Thomson Reuters General Terms and Conditions (available here: <http://tr.com/federal-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

For non-federal customers the following shall apply: Thomson Reuters General Terms and Conditions (<http://tr.com/us-general-terms-and-conditions>) apply to the purchase and use of all products, except print, and together with any applicable Product Specific Terms (set forth below) are incorporated into this Order Form by this reference. In the event that there is a conflict of terms among the General Terms and Conditions, the Product Specific Terms and this Order Form, the order of precedence shall be Order Form, the Product Specific Terms, and last the General Terms and Conditions.

ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$3,800.11	12

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Banded Product Subscriptions. You certify your total number of attorneys (full-time and part-time partners, shareholders, associates, contract or staff attorneys, of counsel, and the like), corporate users, personnel or full-time-equivalent students is indicated in this Order Form. Our pricing for banded products is made in reliance upon your certification. If we learn that the actual number is greater or increases at any time, we reserve the right to increase your charges to the market rate for all of your attorneys.

Miscellaneous

Material Change. If, at any time during the Minimum Term or the Renewal Term, there is a material change in your organizational structure including, but not limited to merger, acquisitions, combination, significant increase in the number of attorneys at a location covered by the agreement, divestitures, downsizing or dissolution, we will modify your rates proportionally. If you acquire the assets of, or attorneys from, another entity that is a current subscriber, you assume all obligations under the agreements that apply to those assets and attorneys, and you will pay the invoiced charges on both those agreements as they become due, until a superseding agreement is negotiated in good faith.

Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>
<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this order form, and are incorporated into this order form by reference: <https://www.tr.com/legal-services-ai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

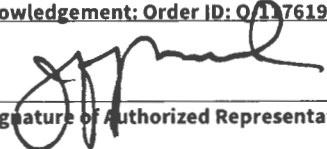
Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: 011761935



Signature of Authorized Representative for order

Jeff Bravick

Printed Name

County Judge

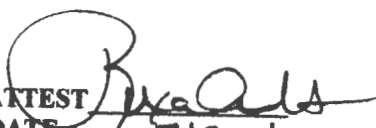
Title

July 28, 2026

Date

This Order Form will expire and will not be accepted after 7/28/2026.

ATTEST
DATE


7/28/26



**Attachment****Order ID: Q-11761935**

Contact your representative kristen.walter@thomsonreuters.com with any questions. Thank you.

Payment, Shipping, and Contact Information**Payment Method:**

Payment Method: Bill to Account

Account Number: 1000648456

This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)

Contact Name: CLARK, DEB

Email: deb.clark@jeffersoncountytexas.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name DEB CLARK

Email deb.clark@jeffersoncountytexas.gov

ProFlex Multiple Location Details

Account Number	Account Name	Account Address	Action
1000648456	JEFFERSON COUNTY AUDITORS OFFICE	1149 PEARL ST FL 7 BEAUMONT TX 77701-3638 US	New

ProFlex Product Details

Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
30	Attorneys	42510228	Westlaw Edge National Primary Law, Enterprise access, Government
30	Attorneys	42566958	OCONNORS FOR GOVERNMENT ON WESTLAW
30	Attorneys	42133992	DOCKET PDF FOR GOVERNMENT ON WESTLAW
30	Attorneys	41933475	Westlaw Litigation Collection, Enterprise access, Government
30	Attorneys	42077755	Westlaw All Analytical, Enterprise access, Government

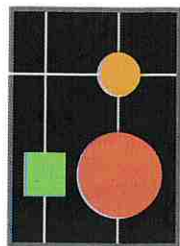
Account Contacts

Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
DEB	CLARK	deb.clark@jeffersoncountytexas.gov	EML PSWD CONTACT

Lapsed Products

Sub Material	Active Subscription to be Lapsed
40757481	West Proflex
42510229	Westlaw Edge National Primary Law, Enterprise access, Government
42566959	OCONNORS FOR GOVERNMENT ON WESTLAW
42133993	DOCKET PDF FOR GOVERNMENT ON WESTLAW
41933477	Westlaw Litigation Collection, Enterprise access, Government
42077754	Westlaw All Analytical, Enterprise access, Government

PROF 26-046/DC



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA - Principal
Greg Wall, AIA - Principal

7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706
(409) 860-0197 • Fax (409) 860-0198

July 20, 2026

Jefferson County
Mrs. Michelle Falgout, PE
1001 Pearl Street
Beaumont, Texas 77701

Project: Jefferson County Courthouse – County Court of Law #1

Re: Proposal for Emergency Architectural Services

Dear Mrs. Falgout,

We appreciate the opportunity to submit this proposal for Architectural Services for the referenced project for your approval. The LaBiche Architectural Group, Inc. (hereinafter “Architect”) shall provide to Jefferson County Commissioners Court, (hereinafter “Client”) the services described below for the compensation described below.

PROJECT INFORMATION:

The project, as we understand it, is:

1. On June 4, 2026 we were contacted by County Engineering due to deflections in the ceiling of the courtroom. We responded to an emergency meeting to determine the next steps in the process to make repairs. THC was contacted and briefed on the course of actions and asked to include the work in a current permit for work on the courthouse.
2. Provide THC with documentation on the corrections in the courtroom. Assist in additions to existing Courthouse permit.
3. Assist contractor as needed with technical support during construction.
4. Conduct periodic and final inspections of the completed work.
5. Assist County Engineering and Maintenance as requested.

COMPENSATION:

The scope of work outlined above will be performed for a fixed fee of **Six Thousand Dollars (\$6,000)**, plus reimbursable expenses and distributed as follows:

- ☐ Additional Services requested by Client will be charged hourly per the fee schedule attached.
- ☐ Proposal does not include the cost of TDI or ADA inspections.
- ☐ Reimbursable expenses shall include all printing required for the project. Other expenses shall be approved by Owner prior to expenditures. Cost of reimbursable expenses shall be billed at direct cost of the expenditure.

Architectural Proposal for
Jefferson County Courthouse – County Court of Law #1

We have assembled this proposal based on our understanding of the specific needs related to this project. If you are in agreement with the terms and qualifications of this proposal, please sign one copy and return to us. We are extremely interested in working with you on this project and look forward to hearing back from you.

Respectfully,



Dohn H. LaBiche, FAIA

Approved By:


Name

07/28/2024
Date

ATTEST
DATE 7/28/24



HOURLY RATE SCHEDULE

Update 2026

<u>PERSONNEL</u>	<u>HOURLY RATE*</u>
Principal	250.00
Senior Project Architect	200.00
Project Architect	175.00
Intern Architect II	125.00
Draftsman	100.00
Secretarial	100.00

*The rates for services of the Architect as set forth in this Agreement shall be adjusted in accordance with their normal salary review practices.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas.

*Texas Board of Architectural Examiners
P.O. Box 12337
Austin, TX 78711-2337
Telephone: (512) 305-9000 / Fax: (512) 305-8900*

**Order Form****Order ID: Q-11657257**Contact your representative jacob.stine@thomsonreuters.com with any questions. Thank you.**Agreement 26-047/DC****Sold To Account Address**

Account #: 1003186826
 JEFFERSON COUNTY AUDITORS OFFICE
 ACCOUNTS PAYABLE
 1149 PEARL ST FL 7
 BEAUMONT TX 77701-3638 US

"Customer"

Shipping Address

Account #: 1003186826
 JEFFERSON COUNTY AUDITORS OFFICE
 ACCOUNTS PAYABLE
 1149 PEARL ST FL 7
 BEAUMONT TX 77701-3638 US

Billing Address

Account #: 1003186826
 JEFFERSON COUNTY AUDITORS OFFICE
 ACCOUNTS PAYABLE
 1149 PEARL ST FL 7
 BEAUMONT, TX 77701-3638
 US

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- B. Thomson Reuters Enterprise Centre GmbH to the extent that products or services will be provided by Thomson Reuters Enterprise Centre GmbH.

A detailed list of products and services that are provided by Thomson Reuters Enterprise Centre GmbH and current applicable IRS Certification forms are available at: <https://www.tr.com/trorderinginfo>

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ProFlex Products
See Attachment for details

Material #	Product	Monthly Charges	Minimum Terms (Months)
40757482	West Proflex	\$2,383.47	60

Minimum Terms

Your subscription is effective upon the date we process your order ("Effective Date") and Monthly Charges will be prorated for the number of days remaining in that month, if any. Your subscription will continue for the number of months listed in the Minimum Term column above plus any Bridge Term that may be outlined above counting from the first day of the month following the Effective Date. Your Monthly Charges during the first twelve (12) months of the Minimum Term are as set forth above. If your Minimum Term is longer than 12 months, then your Monthly Charges for each year of the Minimum Term are displayed in the Attachment to the Order Form.

Post Minimum Terms

Your subscription will automatically renew at the end of the Minimum Term for successive 12-month renewal terms (each, an "Automatic Renewal Term"), unless either party provides written notice of its intent to not renew at least 30 days prior to the beginning of an Automatic Renewal Term. We will notify you of any change in the Annual Charges at least 60 days before each Automatic Renewal Term begins. Submit your notice of nonrenewal to: <https://www.thomsonreuters.com/en-us/help/account-management/legal/orders/request-a-subscription-cancellation.html> or via postal mail to Customer Service, 2900 Ames Crossing Rd, Eagan, MN 55121.

For Federal government subscribers that chose a multi-year Minimum Term, those additional years will be implemented at your option pursuant to federal law.

Miscellaneous

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Charges, Payments & Taxes. You agree to pay all charges in full within 30 days of the date of invoice. You are responsible for any applicable sales, use, value added tax (VAT), etc. unless you are tax exempt. If you are a non-government customer and fail to pay your invoiced charges, you are responsible for collection costs including attorneys' fees.

Excluded Charges And Schedule A Rates. If you access products or services that are not included in your subscription you will be charged our then-current rate ("Excluded Charges"). Excluded Charges will be invoiced and due with your next payment. For your reference, the current Excluded Charges schedules are located in the below link. Excluded Charges may change from time-to-time upon 30 days written or online notice. We may, at our option, make certain products and services Excluded Charges if we are contractually bound or otherwise required to do so by a third party provider or if products or services are enhanced or if new products or services are released after the effective date of this ordering document. Modification of Excluded Charges or Schedule A rates is not a basis for termination under paragraph 9 the General Terms and Conditions.

<https://legal.thomsonreuters.com/content/dam/ewp-m/documents/legal/en/pdf/other/plan-2-pro-govt-agencies.pdf>

<http://static.legalsolutions.thomsonreuters.com/static/agreement/plan-2-pro-govt-agencies.pdf>

eBilling Contact. All invoices for this account will be emailed to your e-Billing Contact(s) unless you have notified us that you would like to be exempt from e-Billing.

Product Specific Terms

Document Intelligence Product Specific Terms: The following product specific terms shall apply to the Document Intelligence products on this order form, and are incorporated by reference: <http://www.thomsonreuters.com/document-intelligence-PST>.

Additional Terms for Services with Generative AI Skills: The following additional terms shall apply to Thomson Reuters Products with Generative AI Skills (including but not limited to all CoCounsel branded Products; all Products with AI Assisted Research; Contract Express, CLEAR Investigate, Westlaw Advantage; Practical Law or Practical Law Connect, with Dynamic Tool Set; Practical Law UK Premium; Practical Law Global Premium; HighQ), listed on this order form, and are incorporated into this order form by reference: <https://www.tr.com/legal-services-ai-terms>.

CoCounsel Core and CoCounsel Drafting Product Specific Terms: The following product specific terms shall apply to CoCounsel Core and CoCounsel Drafting and are incorporated into this order form by reference: <http://tr.com/cocounselcore-and-drafting-product-specific-terms>.

Product Specific Terms and Service Levels: The following product specific terms and service levels shall apply to the HighQ products on this order form, and are incorporated by reference:

- HighQ Product Specific Terms <http://tr.com/HighQ-PST>
- HighQ Service Levels: Thomson Reuters shall provide service availability, maintenance and support for the term of the Agreement. Details are available at: <http://tr.com/HighQ-SLA>. Note that Sections 3.3 of the SLA does not apply to any HighQ Light packages

The Federal Product Specific Terms can be found here: <http://tr.com/federal-product-specific-terms>

Product Specific Terms. The following products have specific terms which are incorporated by reference and made part of this Order Form if they apply to your order. They can be found at <https://static.legalsolutions.thomsonreuters.com/static/ThomsonReuters-General-Terms-Conditions-PST.pdf>. If the product is not part of your order, the product specific terms do not apply.

- Campus Research
- Hosted Practice Solutions
- ProView eBooks
- Time and Billing
- West km Software
- West LegalEdcenter
- Westlaw
- Westlaw Doc & Form Builder
- Westlaw Paralegal
- Westlaw Patron Access
- Westlaw Public Records

Drafting Tools Product Specific Terms: The following product specific terms shall apply to the Drafting Tools products (Drafting Assistant, Clause Finder, Clause Finder: Internal Agreements) on this order form, and are incorporated by reference: <https://www.thomsonreuters.com/draftingassistant-and-clausefinder-pst>.

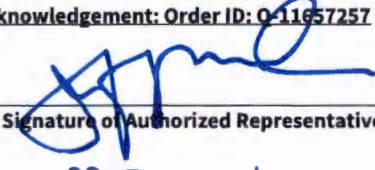
Amended Terms and Conditions

LIMITATION OF LIABILITY. EACH PARTY'S OR ANY OF ITS THIRD-PARTY PROVIDERS' ENTIRE LIABILITY IN THE AGGREGATE FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT, INCLUDING FOR NEGLIGENCE, WILL NOT EXCEED TWO TIMES THE CONTRACT VALUE. CONTRACT VALUE IS DEFINED IN THE ORDERING DOCUMENTS. IN NO EVENT SHALL WE OR OUR THIRD-PARTY PROVIDERS BE LIABLE FOR ANY PENALTIES, INTEREST, TAXES OR OTHER AMOUNTS IMPOSED BY ANY GOVERNMENTAL OR REGULATORY AUTHORITY. NEITHER PARTY IS LIABLE TO THE OTHER FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, FOR LOSS OF DATA, OR LOSS OF PROFITS (IN EITHER CASE, WHETHER DIRECT OR INDIRECT) EVEN IF SUCH DAMAGES OR LOSSES COULD HAVE BEEN FORESEEN OR PREVENTED.

Government Non-Availability of Funds for Online, Practice Solutions or Software Products

You may cancel a product or service with at least 30 days written notice if you do not receive sufficient appropriation of funds. Your notice must include an official document, (e.g., executive order, an officially printed budget or other official government communication) certifying the non-availability of funds. You will be invoiced for all charges incurred up to the effective date of the cancellation.

Acknowledgement: Order ID: O-11657257


Signature of Authorized Representative for order

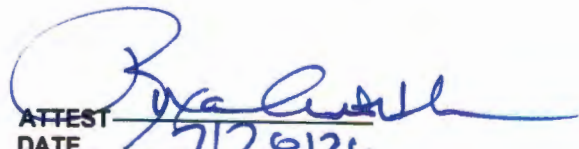
Jeff Branick
Printed Name

County Judge
Title

07/28/2026
Date

This Order Form will expire and will not be accepted after 9/18/2026.




ATTEST
DATE

7/28/26

	Attachment	Order ID: Q-11657257
	Contact your representative jacob.stine@thomsonreuters.com with any questions. Thank you.	

Payment, Shipping, and Contact Information
Payment Method:

Payment Method: Bill to Account

Account Number: 1003186826

This order is made pursuant to: TX MSA DIR-CPO-5258 (TXM1)

Order Confirmation Contact (#28)

Contact Name: CLARK, DEB

Email: deb.clark@jeffersoncountytexas.gov

Shipping Information:

Shipping Method: Ground Shipping - U.S. Only

eBilling Contact

Contact Name DEB CLARK

Email deb.clark@jeffersoncountytexas.gov

ProFlex Multiple Location Details			
Account Number	Account Name	Account Address	Action
1003186826	JEFFERSON COUNTY AUDITORS OFFICE	1149 PEARL ST FL 7 BEAUMONT TX 77701-3638 US	New

ProFlex Product Details			
Quantity	Unit	Service Material #	Description
1	Each	40757482	West Proflex
1	Seats	42733146	PATRON ACCESS EDGE NATIONAL CORE ON WESTLAW
1	Seats	42567003	NATIONAL ANALYTICAL FOR PATRON ACCESS
1	Seats	42115625	GVT Pat Acc - Practical Law For Patron Access
1	Seats	42115618	RELATED DOCUMENTS FOR PATRON ACCESS ON WESTLAW

Account Contacts			
Account Contact First Name	Account Contact Last Name	Account Contact Email Address	Account Contact Customer Type Description
DEB	CLARK	deb.clark@jeffersoncountytexas.gov	EML PSWD CONTACT
Deb	Clark	deb.clark@jeffersoncountytexas.gov	PATRON ACC TECH CONT

From IP Address	To IP Address	From IP Address	To IP Address	From IP Address	To IP Address
1.1.1.1	1.1.1.1				

IP Address Information

Lapsed Products	
Sub Material	Active Subscription to be Lapsed
40757481	West Proflex

Charges During Minimum Term

Material #	Product Name	Year 1 Charges per Billing Freq	% incr Yr 1-2*	Year 2 Charges per Billing Freq	% incr Yr 2-3*	Year 3 Charges per Billing Freq	% incr Yr 3-4*	Year 4 Charges per Billing Freq	% incr Yr 4-5*	Year 5 Charges per Billing Freq	Billing Freq
40757482	West Proflex	\$2,383.47	5.00%	\$2502.65	5.00%	\$2627.78	5.00%	\$2759.17	5.00%	\$2897.13	Monthly

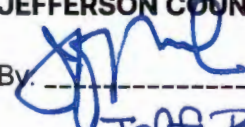
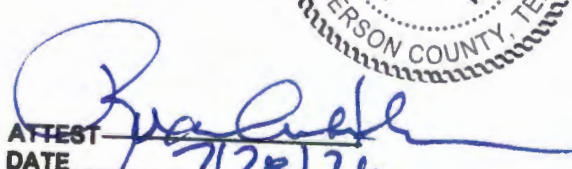
Charges During Minimum Term

Pricing is displayed only for the years included in the Minimum Term. Years without pricing in above grid are not included in the Minimum Term. Refer to your Order Form for the Post Minimum Term pricing. Refer to Order Form for Billing Frequency Type.

Addendum to Order Form ("Addendum") Q-11657257Customer: JEFFERSON COUNTY AUDITORS OFFICEAccount #: 1003186826

1. **Effect of Addendum.** The Order Form and the underlying Thomson Reuters General Terms and Conditions (or other applicable governing terms) (collectively, the "Agreement"), between you and Thomson Reuters (as set forth in the Order Form) is amended to incorporate the terms of this Addendum. As amended, the Agreement will remain in full force and effect according to its terms and conditions. All capitalized terms not otherwise defined in this Addendum will have the meanings given to them in the Agreement. This Addendum supersedes all prior understandings and agreements, oral or written, relating to the subject matter. If there is a conflict between the terms and conditions of the Agreement and the terms and conditions of this Addendum, the terms and conditions of this Addendum will control.
2. **Modification to Agreement.** Notwithstanding anything in the Agreement to the contrary, the following provisions shall apply:
 - a. **Termination for Convenience.** You may terminate the subscriptions listed on the Order Form at any time after the first twelve (12) months of the Minimum Term or Renewal Term (as applicable) have passed by providing at least thirty (30) days prior written notice to Thomson Reuters.
3. Except as expressly modified herein, all other terms and conditions of the Agreement will remain unchanged.

This Addendum shall be effective when signed by you and accepted by Thomson Reuters. By signing this Addendum, you acknowledge that you are authorized to accept these terms on behalf of your organization:

JEFFERSON COUNTY AUDITORS OFFICEBy: Name: Jeff BranickTitle: County JudgeDate: 07/28/2024ATTEST
DATE
7/28/24



June 26, 2026

PROPOSAL

Michelle Falgout, CFM, P.E.
 County Engineer
 Jefferson County Texas
 1149 Pearl Street, 5th Floor
 Beaumont, TX 77701

Re: **Jefferson County Texas**
Erie Street Bridge at LNVA Canal Sanitary Sewer Force Main Replacement
LJA Proposal No. 0000018697

Dear Ms. Falgout,

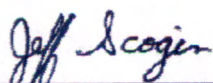
LJA Engineering, Inc. ("LJA") is pleased to submit this proposal to Jefferson County ("Client") for professional engineering services associated with the planning, design, bidding, and construction management of the replacement of approximately 400 LF of sanitary sewer force main along the west ROW of Erie Street at the LNVA Canal crossing. **Exhibit A**, attached, identifies the sanitary sewer force main proposed for replacement.

LJA proposes to provide the general scope of services outlined in the **Scope of Services** section of this proposal for a fee of \$30,500.00, which includes a combination of Lump Sum Fees and Estimated Time and Materials Fees and further defined in **Exhibit B** - Engineering Services breakdown, and **Exhibit C** - Project Schedule.

These services will be provided in accordance with the Engineering Services Agreement between Jefferson County and LJA Engineering to be provided by Jefferson County for LJA execution.

If the Scope of Services and fee schedule are satisfactory to you, we will consider your acceptance in the space provided below as our authorization to proceed. We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions, please give me a call at 409.554.8978.

Sincerely,

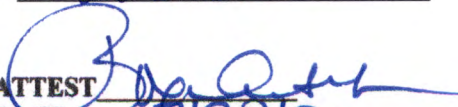

 Jeff Scogin, Project Manager

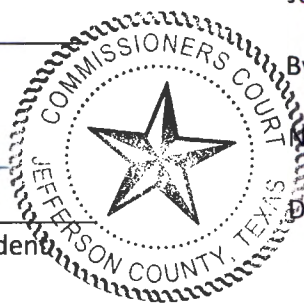

 Jimmy Flowers, PE, Vice President

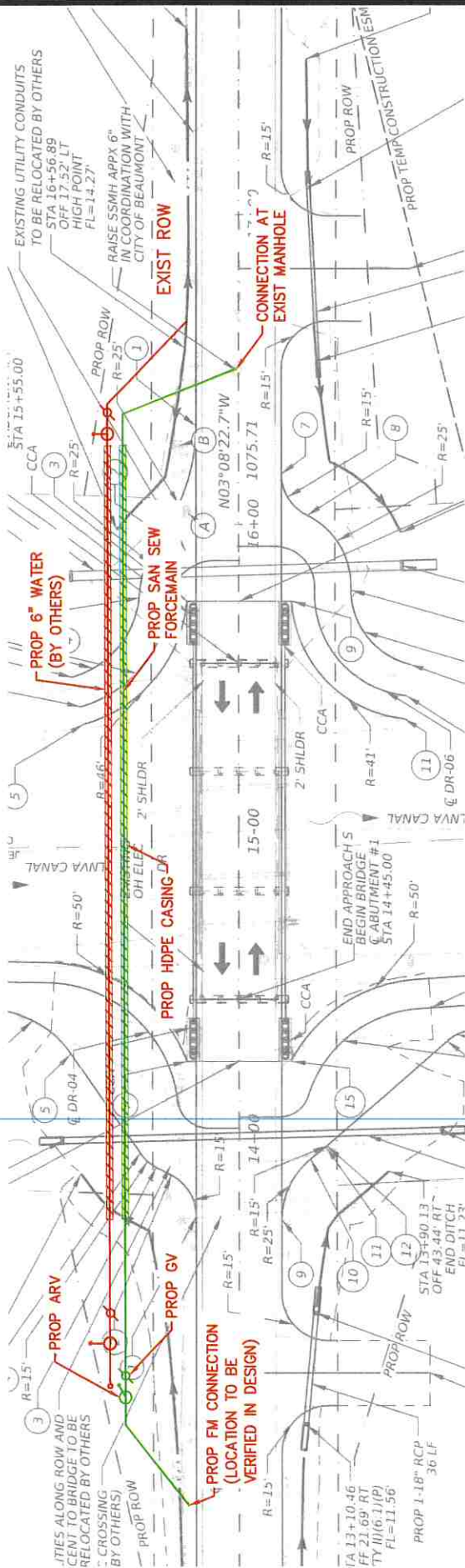
Proposal Accepted by:

Jefferson County
 By: 
 Name: Jeff Branick
 Date: 7-28-2026

ATTEST
 DATE


7/28/26





SCALE IN FEET



ERIE STREET @ LNVA CANAL SAN SEW FORCE MAIN REPLACEMENT

LJA Engineering, Inc.

2615 Calder Avenue, Suite 500
Beaumont, Texas 77702



Phone 409.833.3363
Fax 409.833.0317
FRN - F-1386



JEFFERSON COUNTY
ERIE STREET BRIDGE AT LNVA CANAL SANITARY SEWER FORCE MAIN REPLACEMENT PROJECT
SCOPE OF SERVICES

Scope of the Construction Project

The general scope of the project will be as follows:

The project consists of the replacement of approximately 400 linear feet of existing small diameter sanitary sewer force mains by open cut and horizontal directional drilling methods of construction. The project also includes the installation of gate valves, air release valves, and manholes, connections to existing sanitary sewer force main and gravity lines, and abandonment of existing sanitary sewer force main lines as required. The limits of the project are shown in Exhibit A.

Proposed Scope of Engineering Services

Planning Phase Services, Lump Sum (\$4,000)

1. Provide preliminary Opinion of Probable Construction Cost (OPCC) (+/- 25%) for the proposed improvements.
2. Attend up to two (2) meetings with County staff to refine project scope, design approach, schedule, and cost.

Design Phase Services, Lump Sum (\$14,000)

1. Prepare 60%, 90%, and 100% (bid ready) plans and specifications (P&S) based on the approved planning phase scope.
2. Prepare a final OPCC (+/- 15%).
3. Conduct review meetings with County staff at 60%, 90%, and 100% design stages. Approval of 100% review P&S by the County will constitute authorization to proceed to Bid Phase.

Bid Phase Services, Lump Sum (\$3,000)

1. Provide bidding services for one (1) project including the following:
 - a. Provide Bid Advertisement and assist the County with local advertisement, if applicable.
 - b. Attend Pre-Bid Conference.
 - c. Issue Addenda, as necessary.
 - d. Attend and assist the County with Bid Opening.
 - e. Prepare Bid Tabulation based on Bid Opening results.
 - f. Prepare Recommendation of Award Letter to the County.

Construction Phase Administration Services, Lump Sum (\$5,000)

1. Attend Pre-Construction Conference for project.
2. Prepare change orders, as necessary, for project.
3. Provide construction administration including:
 - a. Review of submittals.
 - b. Review of contractor payment requests.
 - c. Interpretation of plans & specifications.
 - d. Periodic site visit by the Project Manager, estimated once every two weeks, limited to the contract time set in the contract documents.
4. Provide final close out documents
 - a. Final punch list
 - b. Certificate of Completion
 - c. Record Drawings

Construction Inspection, Time & Materials (\$3,000)

1. Provide part-time Resident Project Representative (RPR) for construction inspection. LJA Engineering will provide approximately 8 hours a week of inspection services, limited to the 1-month estimated construction period. Additional inspection services required due to contractor delays, inefficiencies, or negligence are not included and may be provided under a separate agreement.

Reimbursable Expenses, Time & Materials (Cost + 10%) (\$1,500)

1. Reimbursable expenses include travel/mileage, phone charges, reproduction, printing, postage, delivery charges, and other charges incurred by the Engineer.
1. Reimbursable expenses will be billed monthly with invoice indicating the nature of the charge.

Deliverables

Upon Client approval of the 100% Plans and Specifications, LJA Engineering will provide the following:

1. Construction Plans
 2. Contract Documents, including Scope of Work, Bid Items, and Technical Specifications
- Deliverables will include five (5) printed sets and one (1) PDF electronic set.

Exclusions from this Proposal

The proposed scope of services for this project is limited to those items described above and excludes any service in excess of those items specifically described above. Excluded services consist of but are not limited to the following:

1. Verification or validation of data provided by the owner.
2. TCEQ coordination except for plan review and approval.
3. Fulltime construction observation services of a Resident Project Representative or Construction Administration services exceeding the contract time.
4. Fees for permitting.
5. Electrical engineering design.
6. Geotechnical investigation or other subsurface investigation.
7. Design for trench safety systems or plan.
8. Construction staking.
9. Survey for property acquisition including easements (permanent or working) or title research fees.
10. Environmental work not indicated in scope of engineering services, including, but not limited to:
 - o USACE permitting and/or coordination.
 - o Wetland Delineations.
 - o Waters of the US determinations.
 - o Lead paint evaluation and abatement.
 - o Threatened and endangered species surveys.
 - o Preparation and/or notices for SWPPP permit.
11. Special investigations involving any soil testing for contamination of any kind.
12. Hydrologic & hydraulic study or individual components of one such as the delineation of off-site watershed(s) or drainage calculations for the purpose of determining runoff volume, flow rates, or drainage structure design.
13. Any revision of previously approved work.
14. Additional services due to significant changes in the scope of the Project or its design including but not limited to changes in sizes, complexity, or character of construction as agreed to by both parties.
15. Property acquisition services.

Should Jefferson County want to augment the scope of services in excess of the Proposed Scope of Engineering Services, LJA will be pleased to discuss those needs with the county and provide a proposal for those additional services.

**PUBLIC WORKS – WASTEWATER (SETX)
2026 STANDARD RATE SCHEDULE**

LABOR CLASSIFICATION	HOURLY RATE
Principal	\$295
Senior Project Engineer	\$290
Project Engineer	\$240
Project Manager 2	\$235
Project Manager 1	\$200
Senior Designer	\$195
Assistant Project Manager	\$195
Engineer In Training (EIT) Level 2	\$190
Designer	\$170
Engineer In Training (EIT) Level 1	\$155
CADD Technician	\$145
Project Representative	\$130
Admin	\$95

Expert Witness

Expert witness and certificate (merit or lender) duties will be billed at a rate of \$500.00/hour.

Surveying Services

Field party rate includes personnel/supervision, normal equipment and supplies. Client requested overtime shall be 1.5 times standard rate.

Reimbursable Expenses

Reproduction, telephone, out-of-town travel expenses, and other non-labor charges directly related to the Project will be billed at cost in addition to the fees agreed upon for Services rendered. Vehicle mileage will be charged at the current IRS mileage rate per mile. Filing fees, permit fees, and other special charges which are advanced on behalf of the Client will be billed on a similar basis plus a 10% service charge.

Payments

Billings for Services rendered will be made monthly and payment is requested within thirty (30) days of receipt of invoice.

This Rate Schedule is subject to annual change at LJA's discretion to reflect increases in costs of operation, inflation, etc.

**EXHIBIT "B"****ENGINEERING SERVICES****JEFFERSON COUNTY****ERIE STREET BRIDGE AT LNVA CANAL
SANITARY SEWER FORCE MAIN REPLACEMENT PROJECT****DESIGN & BIDDING PHASE SERVICES**

Planning Phase (Lump Sum)	\$4,000.00
Design Phase (Lump Sum)	\$14,000.00
Bidding Phase (Lump Sum)	\$3,000.00
SUB-TOTAL FEE	\$21,000.00

CONSTRUCTION PHASE SERVICES

Construction Administration (Lump Sum)	\$5,000.00
Construction Inspection (Time & Materials "T&M")	\$3,000.00
SUB-TOTAL FEE	\$8,000.00

ADDITIONAL SERVICES

Reimbursable Expenses (T&M (Cost + 10%))	\$1,500.00
SUB-TOTAL FEE	\$1,500.00

TOTAL FEE \$30,500.00

EXHIBIT C
ERIE STREET BRIDGE AT LNVA CANAL SANITARY SEWER FORCE MAIN REPLACEMENT PROJECT
PROJECT SCHEDULE

TASKS	Responsible Entity	2026												2027											
		J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
PLANNING PHASE																									
Coordination with County	LJA/County							◊																	
Scope Refinement	LJA/County							◊																	
Planning OPPC	LJA							◊																	
DESIGN PHASE																									
60% Design & 1 week County Review	LJA/County							→	◊																
90% Design & 1 week County Review	LJA/County								→	◊															
100% Design & 1 week County Review	LJA/County									◊															
Final OPCC	LJA									◊															
BIDDING PHASE																									
Advertisement	County									◊															
Bid Tab & Recommendation of Award	LJA										◊														
Award & Notice of Award	LJA/County										◊														
PROJECT CONSTRUCTION																									
Contract Preparation	LJA/County										◊														
Submittals	LJA/County											◊													
Construction	Contractor												◊												
Project Closeout	LJA/County														◊										



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 *dc*

Date: July 28, 2026

Re: Inter-Department Transfer of County Property

Consider and approve, execute, receive and file inter-department transfer of county property as authorized by Local Government Code §262.011(j).

Thank you.

INTER-DEPARTMENT TRANSFER

July 28, 2026

[illegible]

Approved by Commissioners' Court:



Outlook

Court agenda

From Joe Zurita <Joe.Zurita@jeffersoncountytx.gov>

Date Thu 7/16/2026 10:13 AM

To Sylvia Moore <Sylvia.Moore@jeffersoncountytx.gov>

Good morning can you please add this vehicle to the next commissioners court agenda to be transferred to the Visitors Center as part of their inventory.

2017 Ford Escape 1FMCU0F78HUC28284. It will be used for traveling. Thank you and have a good day.

Joe Zurita

Director Of Jefferson County Service Center

7789 Viterbo Rd

Beaumont, TX 77705

409-719-5937

joe.zurita@jeffersoncountytx.gov

From: Joe Zurita

Sent: Thursday, July 16, 2026 10:11 AM

To: Silvia Moore <smoore@co.jefferson.tx.us>

Subject: Court agenda

Good morning can you please add this vehicle to the next commissioners court agenda to be transferred to the Visitors Center as part of their inventory.

2017 Ford Escape 1FMCU0F78HUC28284. It will be used for traveling. Thank you and have a good day.

Joe Zurita

Director Of Jefferson County Service Center

7789 Viterbo Rd



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

A handwritten signature in blue ink, appearing to be "DC", is written next to the name Deborah Clark.

Date: July 28, 2026

Re: Disposal of Salvage Property

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

DISPOSAL OF SALVAGE PROPERTY

July 28, 2026

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	CHAIR		
AUDITING	CHAIR, BURGUNDY		
AUDITING	CHAIR, GRAY		
<i>contact person: Paula Ballard</i>			
CONSTABLE PCT. 2	CREDENZA W/HUTCH		17668
CONSTABLE PCT. 2	DESK		17669
CONSTABLE PCT. 2	TABLE		
CONSTABLE PCT. 2	4-DRAWER FILE CABINET		17671
CONSTABLE PCT. 2	4-DRAWER FILE CABINET		
CONSTABLE PCT. 2	BOOK CASE		17679
<i>contact person: Dayse Becerra</i>			

ATTEST
DATE 7/28/26



Approved by Commissioners' Court:

[Signature]

Jefferson County Surplus for Disposal

Description of Property	Serial #	Department Assigned	Asset #
PERSONAL COMPUTERS			
DELL OPTIPLEX 7020	7F7K42	SERVICE CENTER	35263
DELL OPTIPLEX 7040	6DXCXH2	COUNTY CLERK	14BT-35935
DELL OPTIPLEX 7040	86F3ZG2	COUNTY CLERK	14BT-35889
DELL OPTIPLEX 7040	85Q6ZG2	COUNTY CLERK	14BT-35884
DELL OPTIPLEX 7040	8VJ5ZG2	COUNTY CLERK	14BT-35928
DELL OPTIPLEX 7040	6DL6XH2	COUNTY CLERK	14BT-35939
DELL OPTIPLEX 7010	7XQJCX1	COUNTY CLERK ELECTIONS	14VM-34464
DELL OPTIPLEX 7040	88X3ZG2	COUNTY CLERK	14BT-35886
DELL OPTIPLEX 7040	6HZ6XH2	COUNTY CLERK	14BT-35953
DELL OPTIPLEX 7040	8677ZG2	COUNTY CLERK	14BT-35882
DELL OPTIPLEX 7040	85S6ZG2	COUNTY CLERK	14BT-35885
DELL OPTIPLEX 7040	87B9ZG2	COUNTY CLERK	14BT-35894
DELL OPTIPLEX 7040	6J97XH2	COUNTY CLERK	14BT-35952
DELL OPTIPLEX 7040	6J2DXH2	COUNTY CLERK	14BT-35891
DELL OPTIPLEX 7040	86S52G2	COUNTY CLERK	14BT-35883
DELL OPTIPLEX 7020	F05FS52	COUNTY CLERK ELECTIONS	14VM-35351
DELL OPTIPLEX 7040	87D8ZG2	COUNTY CLERK	14BT-35881
DELL OPTIPLEX 7040	8659ZG2	COUNTY CLERK	14BT-35892
DELL OPTIPLEX	8715ZG2	COUNTY CLERK	14BT-35893
DELL OPTIPLEX 7020	BLQCZ24	JAIL	62BT-37934
DELL OPTIPLEX 7050	5W080Q2	MARINE DIV	36256
DELL OPTIPLEX 7020	G2QST52	NARCOTICS	NRSO-35395
DELL OPTIPLEX 9020	1Z2L9Z1	NARCOTICS	NRSO-34656
DELL OPTIPLEX 7010	6WVFCY1	NARCOTICS	NRSO-34628
DELL OPTIPLEX 5060	BFLRR2	RISK MANAGEMENT	12BT-36362
DELL OPTIPLEX 5060	1F6YYQ2	VISITORS CENTER	40VC-36317
DELL OPTIPLEX 5060	1FK0ZQ2	VISITORS CENTER	40VC-36318
DELL OPTIPLEX 5060	J10JPY2	VISITORS CENTER	40VC-36547
DELL OPTIPLEX 5060	J108PY2	VISITORS CENTER	40VC-36548

DELL OPTIPLEX 7010	1KMNXV1	COUNTY COURT 1	51BT-34326
DELL OPTIPLEX 7020	8GMLC42	COUNTY COURT 1	51BT-35230
DELL OPTIPLEX 7020	6L64X52	317TH	35438
DELL OPTIPLEX 7020	7F7LD42	317TH	35258
DELL OPTIPLEX 5060	JCZP7X2		36486
DELL OPTIPLEX 7010	1KJNXV1		34332
DELL OPTIPLEX 7010	1TBKM02		34861
DELL OPTIPLEX 7020	8167X52	CDC	35439
DELL OPTIPLEX 7010	2QKH8Y1	172ND	34535
DELL OPTIPLEX 7010	8YPQFX1	279TH	34497
DELL OPTIPLEX 7020	1MXQS52	COMM PCT 2	112-35345
DELL OPTIPLEX 7020	3XMXC42	COMM PCT 2	112-35246
DELL OPTIPLEX 7020	CXXZ182	COMM PCT 2	112-35512
DELL OPTIPLEX 7020	2YGX942	AIRPORT	510-35180
DELL OPTIPLEX 5040	1PDS82	AIRPORT	510-35590
DELL OPTIPLEX 5040	1PHSD82	AIRPORT	510-35591
DELL OPTIPLEX 7020	CXX0282	CONSTABLE PCT 2	66PA-35514
DELL OPTIPLEX 7020	CXWZ182	CONSTABLE PCT 2	66PA-35515
DELL OPTIPLEX 7020	CXWM182	CONSTABLE PCT 2	66PA-35516
DELL OPTIPLEX 7020	CXX1282	CONSTABLE PCT 2	66PA-35517
DELL OPTIPLEX 7010	2WZTRW1	CONSTABLE PCT 8	79PA-34434
DELL OPTIPLEX 7010	2WYXRW1	CONSTABLE PCT 8	79PA-34435
DELL OPTIPLEX 7010	44XCN22	CONSTABLE PCT 8	79PA-34979
DELL OPTIPLEX 7020	2QBMQ22	CONSTABLE PCT 8	79PA-35053
DELL OPTIPLEX 7020	2RLMQ22	COUNTY COURT 3	53BT-35061
DELL OPTIPLEX 7020	2YG2B42	COUNTY COURT 3	53BT-35190
DELL OPTIPLEX 7010	2QFK8Y1	COUNTY COURT 3	53BT-34539
DELL OPTIPLEX 7040	8793ZG2	COUNTY COURT 3	53BT-35888
DELL OPTIPLEX 7010	6WZFCY1	COUNTY COURT 3	53BT-34619
DELL OPTIPLEX 7020	2RLPQ22	COUNTY COURT 3	53BT-35060
DELL OPTIPLEX 7020	2RMFS22	COUNTY COURT 3	53BT-35059
DELL OPTIPLEX 7050	H8XBUL2	R&B PCT 1	111-36077
DELL OPTIPLEX 7010	CBNVSW1	CONSTABLE PCT 4	68HS-34450
DELL OPTIPLEX 7020	7CJ9C42	CONSTABLE PCT 4	68HS-35227

DELL OPTIPLEX 5040	3JMVFB2	CONSTABLE PCT 4	68HS-35612
DELL OPTIPLEX 5040	3JPIXFB2	CONSTABLE PCT 4	68HS-35613
DELL OPTIPLEX 5040	3JM3GB2	CONSTABLE PCT 4	68HS-35614
DELL OPTIPLEX 5060	F52KFX2	JP 1/1	41BT-36497
DELL OPTIPLEX 5060	F4WDFX2	JP 1/1	41BT-36498
DELL OPTIPLEX 5060	J52JFX2	JP 1/1	41BT-36499
DELL OPTIPLEX 5060	F53GFX2	JP 1/1	41BT-36500
DELL OPTIPLEX	J4ZFFX2	JP 1/1	41BT-36501
DELL OPTIPLEX 5060	J0ZCPY2	FORD PARK	FORDPK-36564
DELL OPTIPLEX 5060	C3XNF2	JP 1/2	42BT-36502
DELL OPTIPLEX 5060	C43WNX2	JP 1/2	42BT-36503
DELL OPTIPLEX 5060	C3XYNX2	JP 1/2	42BT-36504
DELL OPTIPLEX 5060	C430PX2	JP 1/2	42BT-36505
DELL OPTIPLEX 5060	C3YNFX2	JP 1/2	42BT-36506
DELL OPTIPLEX 5060	C3XVNX2	JP 1/2	42BT-36507
DELL OPTIPLEX 5060	C3YTNX2	JP 1/2	42BT-36508
DELL OPTIPLEX 7050	75FC0M2	136TH DISTRICT COURT	35BT-36087
DELL OPTIPLEX 7010	FZ6HL02	136TH DISTRICT COURT	35BT-34812
DELL OPTIPLEX 7050	75FBO2	136TH DISTRICT COURT	35BT-36086
DELL OPTIPLEX 5060	2QYYQP2	CONSTABLE PCT 6	70BT-36284
DELL OPTIPLEX 5060	48PG0Q2	CONSTABLE PCT 6	70BT-36285
DELL OPTIPLEX 5060	C46ZNX2	JP 6	47BT-36509
DELL OPTIPLEX 5060	C3Y0PX2	JP 6	47BT-36510
DELL OPTIPLEX 5060	C42PFX2	JP 6	47BT-36511
DELL OPTIPLEX 5060	33Z14Z2	JP 6	47BT-36538
DELL OPTIPLEX 5060	D3J6KQ2	SHERIFF'S DEPT	59BT-36304
DELL OPTIPLEX 5060	H3LRDW2	SHERIFF'S DEPT	59BT-36458
DELL OPTIPLEX 5060	BFNCRR2	SHERIFF'S DEPT	59BT-36358
DELL OPTIPLEX 5060	B7XMRR2	SHERIFF'S DEPT	59BT-36346
DELL OPTIPLEX 7020	6M3X842	DRUG COURT	DRUG-35140
DELL OPTIPLEX 7020	6M3V842	DRUG COURT	DRUG-35138
DELL OPTIPLEX 7020	6M2X842	DRUG COURT	DRUG-35136
DELL OPTIPLEX 7010	1X6GFX1	DRUG COURT	DRUG-34492
DELL OPTIPLEX 5060	J10HPY2	DRUG COURT	DRUG-36561

MISC						
DELL POWEREDGE R320 SERVER	JRLR182					35478
DELL POWEREDGE R230 SERVER	GY3W0S2					36331
ALCATEL OS6450 SWITCH	JSZ210302581	MIS				25BT-36885
ALCATEL OS6450 SWITCH	JSZ213601370	MIS				25BT-37186
ALCATEL CHASSIS SWITCH	T4783670	MIS				25BT-35554
ALCATEL 4024-F SWITCH	2717106	MIS				25BT-25718

Other misc broken, unusable, untagged monitors, printers, scanners

Approved by Commissioners' Court



Jefferson County Courthouse 187
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: July 20, 2026

RE: Budget Transfer – Agenda Item

Transfer from Acct. #	111-0108-431.60-36	Capital Outlay/ROW Co & Roads		\$ 200,000.
Transfer to Acct. #	111-0000-491.80-06	Transfer Out/Capital Projects #311	\$200,000.	

This transfer request moves Northwest Forest concrete repair money to Capital Projects.



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,
Chief Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Rebekah Patin
Auditor's Office

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: July 20, 2026

Re: **Budget Transfer**

I am requesting the following budget transfer from line item **120-3064**:

To:	120-3064-424.30-33	Food	\$20,000.00
From:	120-3064-424.10-02	Assistants and Clerks	\$20,000.00

Note: These increases are to ensure funding for the remainder of the budget year.

525 Lakeshore Drive
Port Arthur, Texas 77640



(409) 983-8325 Phone
(409) 989-3680 Fax

Joseph L. Guillory II
Justice of The Peace
Precinct Two

TO: **Ms. Fran Lee / County Auditor**

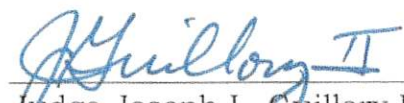
FROM: **Judge Joseph L Guillory II, JUSTICE OF THE PEACE PCT2**

DATE: **July 20th, 2026**

RE: **ACCOUNT BUDGET TRANSFER**

Good morning Ms. Fran, this is a request to transfer **\$500.00** from our **Clothing Account # 120-2043-412.30-17** to our **Postage Account # 120-2043-412.40-52**. We are currently over **84% expended**, and we want to ensure we have sufficient funds available to cover our needs until the new budget period begins.

Respectfully,



Judge Joseph L. Guillory II
Justice of the Peace, Pct. 2
Jefferson County, Texas



Outlook

Request for Budget Transfer

From Kathi Hughes <Kathi.Hughes@jeffersoncountytexas.gov>

Date Tue 7/21/2026 4:20 PM

To Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

 3 attachments (23 MB)

Doggett Ford Park Hot Tax Updates (3).pdf; Doggett Ford Park - Laminate and Paint Quote.pdf; Memo to Commissioners 7-21-26 DFP HOT Funds Budget Transfer Request.doc;

Fran,

I am requesting a budget transfer from miscellaneous 286-0000-465-5099 in the amount of \$22,904.90 to be moved to building and structures 286-8040-465-6014. **6084**

Doggett Ford Park receives a marketing grant totaling \$92,000 each fiscal year. This amount is broken into four quarterly checks in the amount of \$23,000 each. The 4th quarter increment of \$23,000 is still currently available.

The project includes laminate flooring for \$16,881.90, and paint for \$6,023 which totals the \$22,904.90.

I have attached more information in the memo.

Thanks,
Kathi

Kathi Weathington Hughes, Director
Ben J. Rogers Regional Visitors Center, Jefferson County
5055 IH-10 South
Beaumont, TX 77705
"Welcoming the World to Southeast Texas!"

Office 409-842-0500
Cellular 409-679-2808
Fax 409-842-0501

ExploreJeffersonCountyTX.com

**Jefferson County
Tourism Commission**

Memo

To: Commissioners Court
From: Kathi Weathington Hughes
Date: 7/21/2026
Re: Budget Transfer Request on Commissioners Court Agenda July 28, 2026

The budget transfer request funds are from the 286-0000-465-5099 account. These funds are allocated from Jefferson County HOT funds to Doggett Ford Park for marketing each year during budget hearings. The Jefferson County Tourism Committee oversee their marketing expenditures along with other HOT grants each year. These funds are to be used to generate HOT funds for Jefferson County.

As you are aware, the facility is 20 years old and has not been updated since opening. Many facilities around the state have been updated, and built over the last several years. These venues are more up to date and visually appealing. Doggett Ford Park is competing with these facilities for conferences, conventions, tournaments and other group overnight business. The Director of Sales & Marketing is Richard Doss, and recently he has received four RFP's requesting use of a VIP room. It is apparent when the groups are doing site visits they are expecting what they have seen at other venues. Updating the VIP room is a step in the right direction to be more competitive, and gain more HOT tax for the County.

The marketing grant received by Doggett Ford Parks totals \$92,000 each fiscal year. This amount is broken into four quarterly checks in the amount of \$23,000 each. Mr. Doss has some funds remaining from this

total amount. He spoke to me about the idea of being able to use some of these funds for these desperately needed improvements. General Manager of Doggett Ford Park, Claudio Oliviera, is on board with this project.

His ideas were brought up at the June JCTC meeting. Although the board believes updates are needed for Doggett Ford Park, it doesn't fall within the parameters of what is normally awarded to community HOT tax grants. Since the \$92,000 is always allocated for Doggett Ford Park, it was suggested that a budget transfer should be done with his remaining funds, so the capital improvements can be completed through purchasing and the County auditing.

Currently, he has funds totaling \$23,000 available as this is from his 4th quarter. A check was prepared for him, but then the budget transfer request came in, so the check was returned. He has additional money he plans to return from his previous first three quarters that will cover additional VIP room renovations. As of right now, with the \$23,000 available he'd like to complete the laminate flooring for \$16,881.90, and paint for \$6,023 which totals \$22,904.90. I have spoken with auditing and purchasing to make sure that we follow all county protocols.

Please see the attached plans.

This will be an agenda item on July 28, 2026 during Commissioners Court.

Please feel free to give me a call if you have any questions

Office 409-434-5441

Thanks so much!

Kathi Hughes



P: (409)755-4797

E: sales@fclsetx.com

A: 2995 U.S. 69 S, Lumberton, TX 77657

W: floorcareandinterior.com

Oak View Group

Re: FORD ARENA

Re: bid for the V.I.P. room

Floor- Lions District Max color-(TBS) *Omni Belvedere*

72 ctns 2610 ft @ 2.79-----7281.90

Rubber Base Roppe 700 color (TBS) *As/Scotti*

2 ctns @ 150.00-----300.00

Labor- demo and dispose of glued down carpet. Prep floor, furnish glue
and install vinyl plank floor and rubber base -----9300.00

TOTAL FOR FLOORING-----16,881.90

I, _____ accept the proposal outlined above and
authorize work to commence.



ACCOUNT # 6878-2916-8
 DOGGETT FORD PARK
 QUOTE # 8434120

VALID FROM: JUL 16, 2026 - OCT 16, 2026

PROJECT: DOGGETT FORD PARK

Purchase Type: Annual Purchase

Description	Class #	Sales #	Rex #	Size	Gallons/ Units	Price Per Gallon/ Unit	Extended Price
IMPACT X 440 SKID	5364016	651305658	651305658	EACH	1	\$1,399.00	\$1,399.00
Comments: Sprayer							
SCUFF TUFF INT EG-SHEL	1133011	651326340	S24W00151	5 GAL	20	\$51.45	\$1,029.00
Comments: Hallway							
SUPERPAINT INT SATIN	1131014	651283228	A87W01351	5 GAL	50	\$44.95	\$2,247.50
Comments: Both rooms paint							
PROBLOCK PREMIUM	1143021	650430499	B51W00620	5 GAL	50	\$26.95	\$1,347.50
Comments: primer both rooms							

Total: \$6,023.00

All prices are per gallon/unit

NOTICE: This quotation is not a contract. It is an estimate and excludes taxes and fees, which may vary. The pricing and recommendations represent confidential information and we request that it not to be copied or shared with others outside your company. Please refer to product data pages for surface prep, mixing and application instructions. Any orders placed pursuant to this quotation will be subject to The Sherwin-Williams Company Terms and Conditions of Sale, which are incorporated in full by this reference and are available at <https://www.sherwin-williams.com/terms-and-conditions>.

EVERETT "ED" CORMIER, SR.
Constable Precinct 6



1225 Pearl Street, Suite 101A
Beaumont, TX 77701-3639
Telephone: (409) 839-2339
Facsimile: (409) 839-2390

Memo

Date: 7/16/26
To: Rebekah Patin, Financial Manager
From: Constable's Office Precinct 6 Fax Number: (409) 839-2390
RE: Transfer Line Item
Priority: [Urgent]

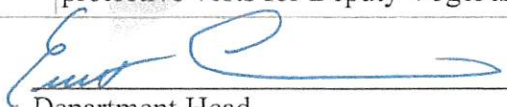
Line-item Transfer Amendment

DATE: 07/16/2026

Honorable Commissioners Court of Jefferson County:

I submit to you for your consideration the following line-item transfers:

	FUND	DEPT.	ACCT.	AMT.
From:	Equipment-Miscellaneous	120 3070 425	40-11	\$ 1,000
To:	Minor Equipment	120 3070 425	3084	
Reason:	Funds needed to cover the purchase order for two Level IIIA uniform style protective vests for Deputy Vogel and Deputy Albert.			


Department Head

Approved: County Judge for Commissioners Court

Attest: County Clerk



Outlook

UC DY13 Interim Redistribution Payment and IGT Call - Jefferson LPPF

From Caroline Simpson <caroline@ahcv.com>

Date Mon 7/20/2026 9:41 AM

To Rebekah Patin <Rebekah.Patin@jeffersoncountytexas.gov>; Fran Lee <Fran.Lee@jeffersoncountytexas.gov>

Cc Colt Sullivan <colt@ahcv.com>; Kimberly Lam <kimberly@ahcv.com>; Corbin Pefanis <corbin@ahcv.com>; Alex Russell <alex@ahcv.com>; Sherra Mershon <smershon@ahcv.com>

 1 attachment (611 KB)

UC DY13 Interim Distribution Jefferson SDA Allocation Form Jefferson LPPF.xlsx;

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Good morning, Jefferson County Team!

We hope this email finds you well.

As you know, the upcoming UC DY13 Interim Redistribution IGT is taking place on **Wednesday, July 29th**.

Accordingly, the hospitals participating within the Jefferson LPPF would like to request the following IGT amounts noted below. (Please review the accompanying allocation.)

UC DY13 Redistribution – total requested IGT amount \$158,320.62

Jefferson County should submit one TexNet trace sheet and allocation form (attached) for the specific amounts noted above, attributable to the SDA.

HHSC requires these amounts to be entered into TexNet no later than the close of business **7/29/2026 with a settlement date of 7/30/2026**. These funds will need to be placed in the "UC Hospital" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet trace sheets and allocation forms to PFD_UC_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet trace sheet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Sincerely,

Caroline Simpson | Senior Financial Analyst
Adelanto Healthcare Ventures, L.L.C.

Mobile: 270-991-6430

Web: www.ahcv.com

Email: caroline@ahcv.com

From: Texas Health and Human Services Commission txhhs@public.govdelivery.com
Sent: Monday, July 13, 2026 9:03 AM
To: Caroline Simpson caroline@ahcv.com
Subject: UC DY13 Interim Redistribution Payment and IGT Call

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UC DY13 Interim Redistribution Payment and IGT Call

HHSC has identified additional funds available for Uncompensated Care (UC) Demonstration Year (DY) 13 (FFY 2024), totaling approximately \$48 million, all funds. These additional funds result from recoupments from overpaid providers that have now been collected.

To fund this payment, an additional Intergovernmental Transfer (IGT) is required. The IGT will be collected using the Federal Medical Assistance Percentage (FMAP) of 60.15% for the period from October 2023 through September 2024, which was used during program year 2024. The IGT file was updated as of July 7, 2026, and is available for review on the [Provider Finance Department \(PFD\) website](#).

IGT amounts are listed in column BV, and payment amounts are listed in column BU of the "UC Calculations by Provider" tab.

If the service delivery areas (SDAs) are not fully funded, HHSC may adjust payments proportionately.

To ensure that all government entities receive this notification, HHSC strongly encourages providers to share this information with any governmental entity

that submits IGT on their behalf.

Below are the updated pertinent dates associated with the UC Redistribution payment:

- July 29: Last Day to Submit IGT
- July 30: IGT settlement date
- Aug. 10: State-owned Hospitals submit Journal Entry
- Aug. 21: Payments Expected to Providers

Late IGTs will not be accepted.

Select the UC bucket in TexNet when submitting your IGT. Send a screenshot or a PDF copy of the confirmation, or trace sheet from TexNet, or an email containing the confirmation number to the [PFD UC Payments team](#). Additional information about the TexNet process is available on the [Comptroller's website](#).

State-owned hospitals must send a copy of their Journal Entry (JE) to the [PFD's UC Payments team](#).

An IGT allocation form identifying the SDA for which IGT is being submitted must also accompany the trace sheet. Submit the trace sheet and IGT allocation as two separate documents. The "UC SDA Allocation Form" is available under the "Additional Information" section of the [UC Payments website](#). Include two contacts, along with their phone numbers and email addresses, in case HHSC has any questions about the submitted TexNet/JE received.

If you have questions about the UC payment process, email the [PFD's UC Payments team](#).

You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, [please visit our website](#).

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**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Nome (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$ 1,233,562.50 subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining cost of the project cost will be paid by the Subrecipient; and

WHEREAS, this Agreement shall supersede and replace all prior agreements and understandings, oral or written, between the County and the Subrecipient regarding the SLFRF funds; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or

constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this

Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

- B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.
- C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this

Agreement in whole notwithstanding any other termination provisions in this Agreement.
Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
Judge Jeff Branick – County Judge
1149 Pearl 4th Floor
Beaumont, TX 77701

jeff.branick@jeffcotx.us

Nome
Kerry Abney, Mayor
Drawer D
Nome, Texas 77629

cityofnome@yahoo.com

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

Jeff Branick
County Judge
Jefferson County, Texas

Date

ATTEST:

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

Date

SUBRECIPIENT

Kerry Abney
Mayor
Nome

Date

ATTEST:

Lisa Black
City Secretary
Nome

Date

EXHIBIT A**Subrecipient Project Information and Approved Work****Subrecipient Entity Name**

City of Nome

Subrecipient Mailing AddressDrawer D
Nome, Texas 77629**Subrecipient Primary Contact**

Name: Kerry Abney

Title: Mayor

Email: pabney@camtel.net

Phone #: 409-284-9879

Subrecipient Secondary Contact

Name: Angela Cook

Title: City Secretary

Email: cityofnome@yahoo.com

Phone #: 409-253-2391

Subrecipient Unique Entity Identifier

DWJFAWRCK8L8

Award Amount:

\$ 1,233,562.50

Project Name

Elevated water storage tank

Project Physical Address

Highway 90

Project Description

Design and construction of a new 50 or 75 thousand gallon elevated potable water storage tank.

Project Goals / Intended Outcomes

The new storage tank will replace the current failing water storage standpipe, eliminating multiple boil water notices and ongoing repairs and patches.

Approved Activities / Scope of Work

1. Survey, Geotechnical, Engineering Design/Contract Documents/Specifications, and Bidding
2. Project Management, Construction Administration, and Construction Inspection
3. Permitting and Fees
4. Easement establishment and payment
5. General Construction Contract
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date**Subrecipient Signature & Date**

EXHIBIT B

SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

**Revised - SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Spindletop Center (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 463,773.06 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Spindletop Center
 Holly Borel, CEO
 655 S. 8th St.
 Beaumont, TX 77701

holly.borel@stctr.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS


 Jeff Branick
 County Judge
 Jefferson County, Texas

7.13.2026

Date

SUBRECIPIENT


 Holly Borel
 CEO
 Spindletop Center

Date

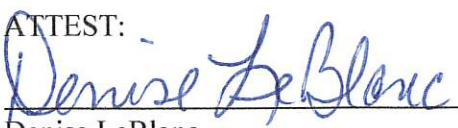
ATTEST:


 Roxanne Acosta-Hellberg
 County Clerk
 Jefferson County, Texas

7/13/2026

Date

ATTEST:


 Denise LeBlanc
 CFO
 Spindletop Center

Date



EXHIBIT A**Project Information and Approved Work**

EXHIBIT B

SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act, 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

EXHIBIT A**Subrecipient Project Information and Approved Work****Subrecipient Entity Name**

Spindletop Center

Subrecipient Mailing Address655 S. 8th St.
Beaumont, TX 77701**Subrecipient Primary Contact**

Name: Holly Borel

Title: CEO

Email: holly.borel@stctr.org

Phone #: 409-784-5547

Subrecipient Secondary Contact

Name: Denise LeBlanc

Title: CFO

Email: denise.leblanc@stctr.org

Phone #: 409-784-5668

Subrecipient Unique Entity Identifier

MLQYZE4SM6Y8

SLFRF Subaward Amount

\$ 463,773.06

Project Name

Purchase and installation of operationally critical systems and interior elements of the new County Diversion Center

Project Physical Address655 S. 8th St
Beaumont, Texas 77701**Project Description**

Purchase and installation of operationally critical systems and interior elements of the new County Diversion Center

Project Goals / Intended Outcomes

Project is designed to meet the mental health crisis and law enforcement needs of the local community and to relieve pressure on hospital emergency department and jail resources.

Approved Activities / Scope of Work

1. Purchase and installation of interior furnishings
2. Purchase and installation of IT and communication elements
3. Purchase and installation of other operationally critical systems or components to be identified.
4. Administrative costs.
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date


7/13/2020
Subrecipient Signature & Date

**Revised - SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Spindletop Center (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 933,934.37 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
 Judge Jeff Branick -- County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Spindletop Center
 Holly Borel, CEO
 655 S. 8th St.
 Beaumont, TX 77701

holly.borel@stctr.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS


 Jeff Branick
 County Judge
 Jefferson County, Texas

7/13/26
 Date

SUBRECIPIENT


 Holly Borel
 CEO
 Spindletop Center

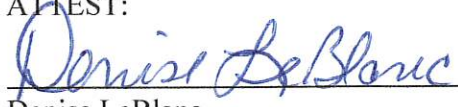
7/20/2026
 Date

ATTEST:


 Roxanne Acosta-Hellberg
 County Clerk
 Jefferson County, Texas

7/13/26
 Date

ATTEST:


 Denise LeBlanc
 CFO
 Spindletop Center

7/20/26
 Date



EXHIBIT A**Project Information and Approved Work**

EXHIBIT B

SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

EXHIBIT A**Subrecipient Project Information and Approved Work****Subrecipient Entity Name**

Spindletop Center

Subrecipient Mailing Address655 S. 8th St.
Beaumont, TX 77701**Subrecipient Primary Contact**

Name: Holly Borel

Title: CEO

Email: holly.borel@stctr.org

Phone #: 409-784-5547

Subrecipient Secondary Contact

Name: Denise LeBlanc

Title: CFO

Email: denise.leblanc@stctr.org

Phone #: 409-784-5668

Subrecipient Unique Entity Identifier

MLQYZE4SM6Y8

SLFRF Subaward Amount

\$ 933,934.37

Project Name

North Campus Facility Generator

Project Physical Address655 S. 8th St
Beaumont, Texas 77701**Project Description**

Design and Installation of Facility generator

Project Goals / Intended Outcomes

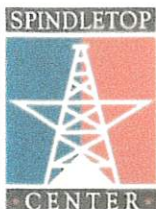
Prevent disruption of critical services during electric service interruptions.

Approved Activities / Scope of Work

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting and Fees
4. Site Work Contract
5. General Construction Contract
6. Generator Warranty
7. Generator Monitoring equipment
- 8.
- 9.
- 10.

Jefferson County Approval & Date

 7/13/24
Subrecipient Signature & Date



Mailing Address:

PO BOX 3846
BEAUMONT, TX
77704-3846

Physical Address:

655 S. 8th STREET
BEAUMONT, TX
77701

Tel (409) 784-5400

fax (409) 833-8041

www.SpindletopCenter.org

Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

To: Jefferson County Authorized Representative
From: Spindletop Center
Date: June 23, 2026
Subject: **Subrecipient Request to Relinquish Unexpended Funds**
ARPA/SLFRF Project Name: Critical Facility Generator
ARPA/SLFRF Subaward Number: Spind01

Dear Jefferson County Authorized Representative,

Spindletop Center respectfully requests approval to return unexpended American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLFRF) awarded under Subaward Number [Subaward Number].

Details of the Request:

Subaward Number: Spind01

Project Title: Critical Facility Generator

Original Subaward Amount: \$957,474.00

Amount Expended to Date: \$933,934.37

Amount Requested to Return (Unexpended Funds): \$8,401.04

Remaining Balance after Return: \$23,539.63

Reason for Return of Funds: Remaining funds are no longer needed due to efficiencies achieved

We confirm that:

The funds requested for return are **unexpended** and have not been obligated for any eligible SLFRF activities.

All expended funds were used for eligible purposes in accordance with the subaward agreement, U.S. Treasury SLFRF guidance, and 2 CFR Part 200.

We will return the amount of \$8,401.04 to Jefferson County within 15 calendar days of receiving written acknowledgment from the County.

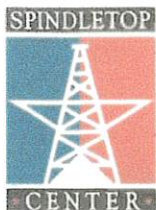
Hearing impaired, call

1-800-735-2989 (TDD)

1-800-735-2988 (VOICE)

Equal Employment Opportunity

Unit of Local Government

*Mailing Address:*

PO BOX 3846
BEAUMONT, TX
77704-3846

Physical Address:

655 S. 8th STREET
BEAUMONT, TX
77701

Tel (409) 784-5400

fax (409) 833-8041

www.SpindletopCenter.org

We understand that this return does not relieve us of record retention obligations (5 years from the date of the final expenditure report) or any audit responsibilities for funds already expended under this subaward.

Remittance Instructions Requested: Please provide the preferred method for returning the funds check made payable to Jefferson County.

We appreciate the County's support and partnership throughout this project and are committed to ensuring full compliance with all ARPA/SLFRF requirements.

Thank you for your assistance. Please contact Denise LeBlanc at 409-784--5668 or denise.leblanc@stctr.org if you require any additional information or documentation.

Sincerely,

Holly Borel
Chief Executive Officer
Spindletop Center

Hearing impaired, call

1-800-735-2989 (TDD)

1-800-735-2988 (VOICE)

*Equal Employment Opportunity
Unit of Local Government*

Jefferson County
 ARPA/SLFRF Subrecipient Project
 Final Expenditure Report

Subrecipient Entity Name: Spindletop Center
 Address: 655 South 8th Street
Beaumont, TX 77701
 Sam.gov UEI #: MLQYZE4SM6Y8
 Subrecipient Primary POC: Holly Borel, CEO
 Subrecipient Secondary POC: Denise LeBlanc, CFO
 ARPA Project Name: Critical Facility Generator
 ARPA Subaward Number: Spind01
 Expenditure Category: 2.22-Strong Healthy Communities: Neighborhood
Features that Promote Health and Safety
 Total Subaward amount: \$957,474.00

Spindletop

Award:	\$957,474.00	
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Drawdowns

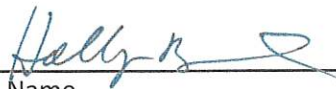
Request #	Funding	Validation	Balance	Notes
1	59,267.33	59,267.33	-	
2	311,380.67	288,255.59	(23,125.08)	
3	561,676.00	554,801.04	(6,874.96)	
4	10,011.41	10,011.41	-	
5		21,599.00	21,599.00	
			-	
			-	
Totals:	942,335.41	933,934.37	(8,401.04)	

Drawn, unexpended to be returned: \$8,401.04
Remaining undistributed: \$15,138.59

Distributions

Award:	\$957,474.00		Total Drawn:	\$942,335.41
PO#	Inv. Date	Ck Number	Vendor	Amount
90740	3/29/2024	516417	SPINDLETOP MI	59,267.33
90740	3/29/2024	516417	SPINDLETOP MI	311,380.67
90740	4/24/2025	528341	SPINDLETOP MI	10,011.41
90740	5/9/2025	528769	SPINDLETOP MI	561,676.00

Subrecipient POC Signature:


 Name

6/15/2026

Date

Certificate Of Completion

Envelope Id: ECAB87BE-5F4E-8D15-83A8-94BF1E5ABC02

Status: Completed

Subject: Spindletop - ARPA Final Expenditure Report.pdf

Source Envelope:

Document Pages: 1

Signatures: 1

Certificate Pages: 1

Initials: 0

AutoNav: Enabled

Envelope Stamping: Disabled

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:

Holly Borel

655 S. 8th Street

Beaumont, TX 77701

holly.borel@stctr.org

IP Address: 98.6.244.114

Record Tracking

Status: Original

6/15/2026 8:37:21 AM

Holder: Holly Borel

holly.borel@stctr.org

Location: DocuSign

Signer Events

Holly Borel

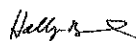
holly.borel@stctr.org

Chief Executive Officer

Spindletop Center

Security Level: Email, Account Authentication
(None)

Signature



Signature Adoption: Uploaded Signature Image

Using IP Address: 98.6.244.114

Signed using mobile

Timestamp

Sent: 6/15/2026 8:37:21 AM

Viewed: 6/15/2026 8:37:27 AM

Signed: 6/15/2026 8:37:55 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

6/15/2026 8:37:21 AM

Certified Delivered

Security Checked

6/15/2026 8:37:27 AM

Signing Complete

Security Checked

6/15/2026 8:37:55 AM

Completed

Security Checked

6/15/2026 8:37:55 AM

Payment Events

Status

Timestamps

FRAN LEE
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

Spindletop Center
655 South 8th Street
Beaumont, TX 77701

To: Holly Borel, CEO

Date: 6/29/2026

Subject: **Acknowledgment of Unexpended Funds Relinquishment**

ARPA/SLFRF Project Name: Critical Facility Generator

ARPA/SLFRF Subaward Number: Spind01

Dear Subrecipient Authorized Representative,

Thank you for your communication dated 6/23/2026, in which you notified Jefferson County of your decision to relinquish unused ARPA State and Local Fiscal Recovery Funds (SLFRF) allocated under Subaward Number Spind01.

This letter serves as formal acknowledgment that Spind01 is voluntarily returning the amount of \$8,401.04 in unexpended ARPA/SLFRF funds to Jefferson County. These funds will be returned for re-allocation to other eligible SLFRF projects in accordance with U.S. Treasury guidelines and the terms of the subaward agreement.

Relinquished Amount Summary:

- Subaward Number: Spind01
- Original Subaward Amount: \$957,474.00
- Amount to be Relinquished: \$8,401.04
- Remaining Subaward Balance after Relinquishment: \$23,539.63
- Reason for Relinquishment (as provided): *"Remaining funds are no longer needed due to efficiencies achieved."*

Next Steps:

1. Please remit the relinquished amount of \$8,401.04 to Jefferson County no later than 15 days from the date of this letter via check or ACH (A/C 1004221717 Routing 113025723)
2. Include the Subaward Number **Spind01** and reference "ARPA/SLFRF Funds Relinquishment" on all remittance documentation.
3. Upon receipt and confirmation of the returned funds, Jefferson County will process the adjustment and update our records accordingly.

4. Once the funds are received, we will issue a formal amendment to the subaward agreement reflecting the reduced amount, if necessary.

Please note that this relinquishment does not relieve Spindletop Center of any record retention obligations (5 years from the date of the final expenditure report) or audit responsibilities related to the funds already expended under this subaward.

If you have any questions or need assistance with the return process, please contact me directly at (409) 835-8500 or Fran.Lee@jeffersoncountytexas.gov.

We appreciate your partnership and transparency in managing these federal funds responsibly.

Sincerely,



Fran Lee Recipient Authorized Representative - 6/29/2026

County Auditor

Jefferson County, Texas

SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT SLFRF FUNDS

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Tender Loving care Center for Children dba Legacy CDC (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 2,700,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
Judge Jeff Branick – County Judge
1149 Pearl 4th Floor
Beaumont, TX 77701

jeff.branick@jeffcotx.us

Tender Loving care Center for
Children dba Legacy CDC
Vivian Ballou, Executive Director
3800 Park Lane
Port Arthur, Texas 77642

vivian@legacycdc.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be

deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

Jeff Branick

Jeff Branick
County Judge
Jefferson County, Texas

7.21.2026

Date

SUBRECIPIENT

Vivian Ballou

Vivian Ballou
Executive Director
Tender Loving care Center for Children
dba Legacy CDC

7/20/26

Date

ATTEST:

Roxanne Acosta-Hellberg

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

7/21/26

Date

ATTEST:

Brittani Collins

Brittani Collins
Deputy Director
Tender Loving care Center for Children
dba Legacy CDC

7/20/26

Date



EXHIBIT A**Subrecipient Project Information and Approved Work****Subrecipient Entity Name**

Tender Loving care Center for Children
dba Legacy CDC

Subrecipient Mailing Address

3800 Park Lane
Port Arthur, Texas 77642

Subrecipient Primary Contact

Name: Vivian Ballou
Title: Executive Director
Email: vivian@legacycdc.org
Phone #: (409) 365-9850

Subrecipient Secondary Contact

Name: Marie Nguyen
Title: GrantManager/Compliance Office
Email: marie@legacycdc.org
Phone #: (409) 750-7576

Subrecipient Unique Entity Identifier

G5M6BHRDEHL5

SLFRF Subaward Amount

\$ 2,700,000.00

Project Name

Residential Home Repairs

Project Physical Address

Up to 123 primary residence, single-family homes
in Jefferson County

Project Description

Legacy CDC will provide homeowner occupied rehabilitation assistance to approximately 100 qualifying families in Jefferson County. The priority will be seniors and those living in the County's jurisdiction.

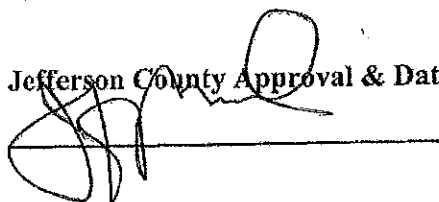
Project Goals / Intended Outcomes

Assist senior and disabled, low to moderate income families in Jefferson County with critical home repairs to prevent further degradation, improve health, quality of life and housing security.

Approved Activities / Scope of Work

1. Administrative Costs - see Exhibit C
2. Damage assessments
3. Procurement fee
4. Permitting and fees
5. Construction / Repairs
6. Final Inspection
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date



Subrecipient Signature & Date

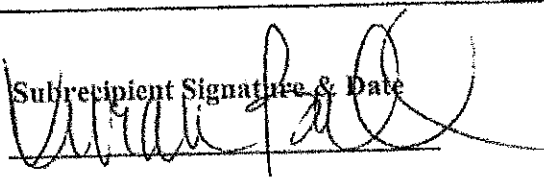


EXHIBIT B

SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must** be registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

EXHIBIT C
Administrative Costs Budget

247

JEFFERSON COUNTY AMERICAN RESCUE PLAN ACT GRANT PROGRAM 2023		
Please enter the requested information into the PINK cells on each page and sign the Summary Page below		
APPLICANT:	Tender Loving Care Center for Childred dba Legacy CDC	
Service Area:	Jefferson County ARPA	
Amount of ARP Applicant is Requesting:	\$405,000	
IMPORTANT! This "Summary Page" will self-populate as you complete each of the Budget Support Sheets (B1 - B6):		
BUDGET CATEGORIES	AMOUNT	
B.1 Personnel Admin & Mgmt Staff, Program Staff (3 full-time, 2 part-time)	\$	288,198.00
B.2 Fringe Benefits Payroll taxes, workers' comp, health insurance, retirement	\$	43,178.00
B.2 Travel Fuel cost, vehicle lease/maintenance	\$	25,398.00
B.2 Supplies Office/program supplies, software, postage	\$	12,960.00
B.3 Equipment Camera, photo printer, office furniture	\$	5,000.00
B.4 Contractual Legal, audit and accounting services	\$	3,962.00
B.5 Other Communication, marketing/media, outreach, office space, utilities/maint./etc.	\$	26,304.00
B.6 Direct Client Services N/A	\$	-
B.7 Indirect Costs (Applicant can only charge indirect costs if the applicant has a federally approved Indirect Cost Rate or uses the de minimis amount for all federal awards. Provide a copy of the Approval Letter. See Sheet B.7).	\$	-
TOTAL BUDGET	\$	405,000.00
TOTAL BUDGET must equal the "CSBG Funds Requested" above.	Diff.:	\$ 0.00
Subrecipient Approval		
Name of Preparer:		
Date Prepared:	7/20/26	

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending June 30, 2026



Fran Lee - County Auditor

FRAN LEE
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

July 20, 2026

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Brandon Willis
Commissioner Cary Erickson
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of June 30, 2026 together with the results of operations of the budget for the ninth period then ended.

Revenue:

Total budgeted revenue collected for the nine months ending June 30, 2026 is \$163,080,987. Budgeted Revenues are \$172,708,871 leaving \$9,627,884 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$117,266,530 for the first nine months of the year. This amount represents ninety-seven percent of the budgeted amount of \$120,291,046.

Sales Taxes:

Eighty-four percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$32,900,000.

Page Two

Licenses & Permits:

Revenue from Licenses & Permits has exceeded the budgeted amount of \$376,000 by \$254,787.

Intergovernmental:

Ninety-two percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,656,350.

Fees:

Ninety percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$11,960,475 for the year.

Fines and Forfeitures:

Eighty-one percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,600,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$3,895,000 by \$66,337.

Other Revenues:

Ninety-six percent of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$30,000 for the year.

Expenditures:

Overall for the County's budgeted funds, seventy percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$185,904,541, which includes General Funds and debt service funds, excluding budgeted transfers of \$7,266,299 for the fiscal year ending September 30, 2026.

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to read "Fran M. Lee". The signature is written in a cursive, flowing style. To the right of the signature, there is a horizontal dashed line.

Fran Lee
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING JUNE 30, 2026
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending June 30, 2026

	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 136,184,803	53,338,923	23,634,065	1,342,899	1,644,569	5,728,904	\$ 221,874,163
Receivables & Prepaids	6,839,603	13,252	-	267,842	312,928	-	7,433,625
Intergovernmental Receivables	179,689	-	-	-	-	-	179,689
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	916,914	18,060	-	-	141,384	-	1,076,358
Other Assets	165,896	-	-	-	83,977,531	-	84,143,427
Total Assets	<u>\$ 144,436,905</u>	<u>\$ 53,370,235</u>	<u>\$ 23,634,065</u>	<u>\$ 1,610,741</u>	<u>\$ 86,076,412</u>	<u>\$ 5,728,904</u>	<u>\$ 314,857,262</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 4,095,120	544,431	-	-	530,799	3,255,492	\$ 8,425,842
Intergovernmental Payables	360	90	-	-	8	-	458
Other Liabilities	6,334,754	682,330	-	251,373	7,054,243	-	14,322,700
Fund Balance/Equity	<u>134,006,671</u>	<u>52,143,384</u>	<u>23,634,065</u>	<u>1,359,368</u>	<u>78,491,362</u>	<u>2,473,412</u>	<u>292,108,262</u>
Total Liabilities and Fund Balance/Equity	<u>\$ 144,436,905</u>	<u>\$ 53,370,235</u>	<u>\$ 23,634,065</u>	<u>\$ 1,610,741</u>	<u>\$ 86,076,412</u>	<u>\$ 5,728,904</u>	<u>\$ 314,857,262</u>

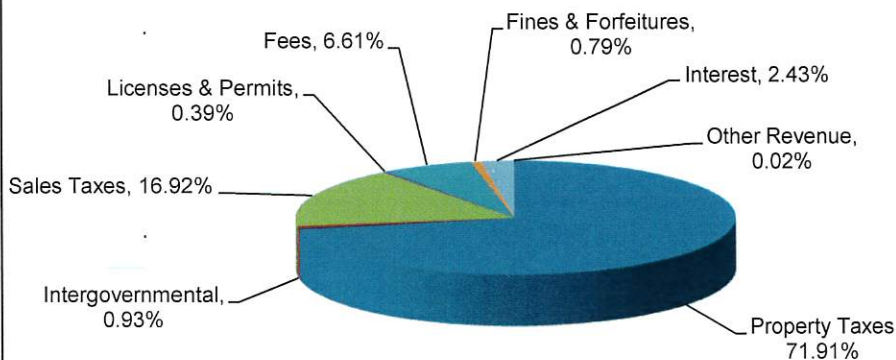
Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending June 30, 2026

	<u>5/31/2026</u>	<u>Month Ending June 30, 2026</u>				<u>6/30/2026</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In/(Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 134,623	\$ 80,567	\$ 20,632	\$ -	\$ -	\$ 194,558
Road & Bridge Pct. 1	5,420,043	74,632	385,876	-	-	5,108,799
Road & Bridge Pct. 2	2,457,348	74,582	160,190	-	-	2,371,740
Road & Bridge Pct. 3	1,217,406	74,582	164,953	-	-	1,127,035
Road & Bridge Pct. 4	3,618,342	74,907	188,979	-	-	3,504,270
Engineering Fund	687,249	10,360	112,327	-	-	585,282
Parks & Recreation	185,260	4,996	24,372	-	-	165,884
General Fund	126,635,756	4,727,554	11,917,720	(2,541,989)	-	116,903,601
Mosquito Control Fund	1,195,553	13,296	296,144	-	-	912,705
Tobacco Settlement Fund	3,150,919	6,878	25,000	-	-	3,132,797
Total General Funds	144,702,499	5,142,354	13,296,193	(2,541,989)	-	134,006,671
Total Special Revenue Funds	64,762,450	2,341,377	15,002,432	41,989	-	52,143,384
Total Capital Project Funds	21,099,174	51,891	17,000	2,500,000	-	23,634,065
Total Debt Service Funds	1,318,911	40,457	-	-	-	1,359,368
Total Enterprise Funds	78,519,195	536,446	564,279	-	-	78,491,362
Total Internal Service Funds	3,196,816	2,056,506	2,779,910	-	-	2,473,412
Total Balances	\$ <u>313,599,045</u>	\$ <u>10,169,031</u>	\$ <u>31,659,814</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>292,108,262</u>

Jefferson County Texas
Statement of Revenues by Category - Compared with Budget Allocation
For The Month Ending June 30, 2026

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 117,266,530	\$ 120,291,046	\$ 3,024,516	2.51%
Sales Taxes	27,592,692	32,900,000	5,307,308	16.13%
Licenses & Permits	630,787	376,000	(254,787)	-67.76%
Intergovernmental	1,521,800	1,656,350	134,550	8.12%
Fees	10,786,486	11,960,475	1,173,989	9.82%
Fines & Forfeitures	1,292,550	1,600,000	307,450	19.22%
Interest	3,961,337	3,895,000	(66,337)	-1.70%
Other Revenue	28,805	30,000	1,195	3.98%
	<u>\$ 163,080,987</u>	<u>\$ 172,708,871</u>	<u>\$ 9,627,884</u>	<u>5.57%</u>

Revenues by Major Category
For The Month Ending June 30, 2026



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending June 30, 2026

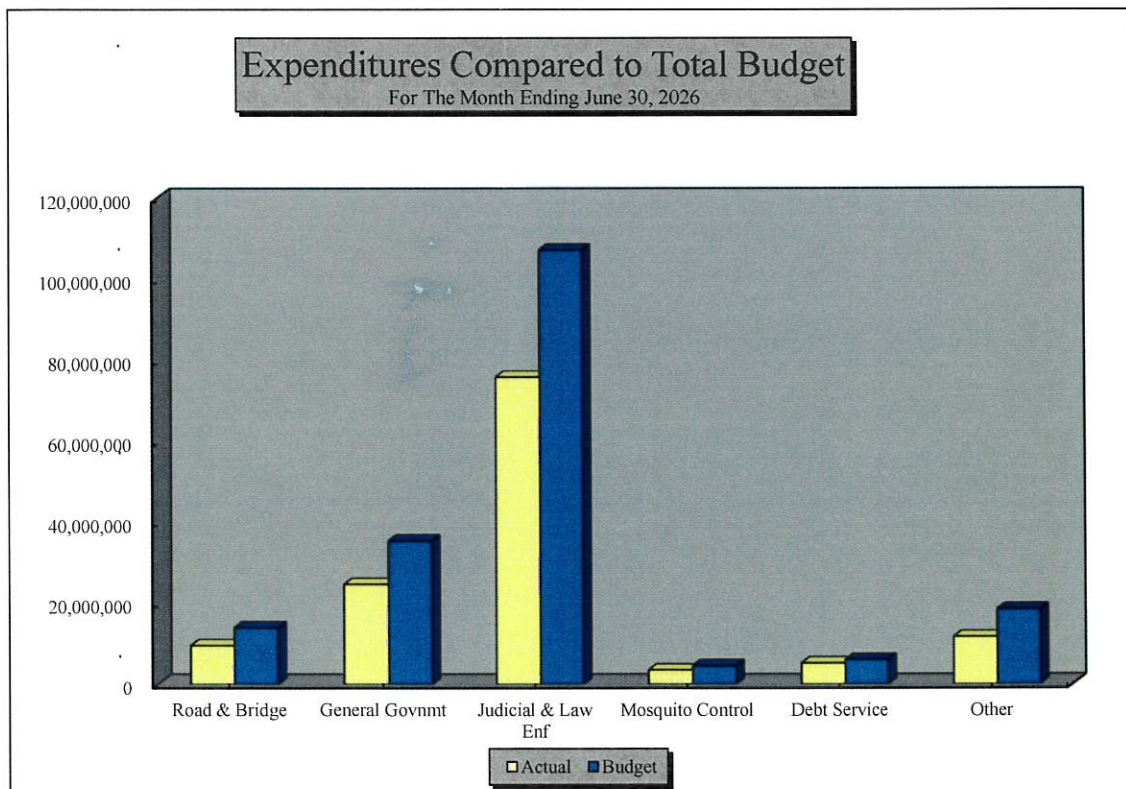
	October 2025							Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance
Jury Fund										
Current Taxes	\$ 72,073	\$ 119,374	\$ 102,546	\$ 5,034	\$ 2,000	\$ 1,176	1,996	\$ 304,199	\$ 311,759	\$ 7,560
Delinquent Taxes	497	282	(36)	218	(13)	57	10	1,015	1,414	399
Jury Fees	10,991	5,311	5,592	5,882	7,017	6,326	5,781	46,900	70,000	23,100
Other Revenue	45,410	-	-	74,461	-	91	72,780	192,742	275,600	82,858
Road & Bridge Pct. 1										
Current Taxes	229,814	380,638	326,982	16,050	6,378	3,750	6,364	969,976	994,082	24,106
Delinquent Taxes	3,354	1,905	(245)	1,474	(89)	386	66	6,851	9,549	2,698
Auto Registration Fees	-	66,564	-	-	-	665,513	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,926	44,988	421,491	525,000	103,509
Sales, Rentals & Services	317	896	7,855	-	-	-	-	9,068	-	(9,068)
Fines and Forfeitures	44,625	22,575	24,294	30,487	33,868	27,149	23,214	206,212	250,000	43,788
Road & Bridge Pct. 2										
Current Taxes	229,814	380,637	326,982	16,050	6,378	3,750	6,364	969,975	994,082	24,107
Delinquent Taxes	3,354	1,905	(245)	1,474	(89)	386	66	6,851	9,549	2,698
Auto Registration Fees	-	66,564	-	-	-	665,513	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,927	44,988	421,492	525,000	103,508
Fines and Forfeitures	44,625	22,576	24,245	30,487	33,860	27,037	23,164	205,994	250,000	44,006
Road & Bridge Pct. 3										
Current Taxes	229,814	380,637	326,982	16,050	6,378	3,750	6,364	969,975	994,082	24,107
Delinquent Taxes	3,354	1,905	(245)	1,474	(88)	386	66	6,852	9,549	2,697
Auto Registration Fees	-	66,564	-	-	-	665,513	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,926	44,988	421,491	525,000	103,509
Fines and Forfeitures	44,625	22,576	24,195	30,487	33,701	27,037	23,164	205,785	250,000	44,215
Road & Bridge Pct. 4										
Current Taxes	229,814	380,637	326,983	16,050	6,378	3,750	6,364	969,976	994,082	24,106
Delinquent Taxes	3,354	1,905	(245)	1,474	(89)	386	66	6,851	9,549	2,698
Intergovernmental Revenue	-	-	-	-	-	-	-	-	15,000	15,000
Auto Registration Fees	-	66,564	-	-	-	665,513	-	732,077	675,000	(57,077)
Road & Bridge Fees	116,289	58,275	44,661	52,241	60,111	44,926	44,987	421,490	525,000	103,510
Sales, Rentals & Services	94	(204)	(358)	206	1,276	712	326	2,052	-	(2,052)
Fines and Forfeitures	44,625	22,576	24,245	30,487	33,677	27,114	23,164	205,888	250,000	44,112

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending June 30, 2026

	October 2025							Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	Total	Budget	Balance
Engineering Fund										
Current Taxes	\$ 303,780	\$ 503,148	\$ 432,223	\$ 21,216	\$ 8,430	\$ 4,956	8,413	\$ 1,282,166	\$ 1,314,032	\$ 31,866
Delinquent Taxes	4,428	2,514	(324)	1,945	(117)	510	87	9,043	12,605	3,562
Licenses and Permits	2,870	370	670	-	2,020	-	1,860	7,790	5,500	(2,290)
Sales, Rentals & Services	1,500	500	1,000	500	1,000	-	-	4,500	2,000	(2,500)
Parks & Recreation										
Current Taxes	35,897	59,457	51,076	2,507	996	586	994	151,513	155,279	3,766
Delinquent Taxes	705	400	(52)	310	(18)	81	14	1,440	2,006	566
Sales, Rentals & Services	10,820	2,700	3,680	3,260	2,480	4,020	3,988	30,948	65,300	34,352
General Fund										
Current Taxes	24,463,945	40,519,322	34,807,642	1,708,542	678,910	399,161	677,472	103,254,994	105,811,265	2,556,271
Delinquent Taxes	349,310	198,346	(25,533)	153,472	(9,238)	40,217	6,883	713,457	994,430	280,973
Sales Taxes	3,736,362	3,338,616	4,946,777	4,649,725	3,181,681	4,494,808	3,244,723	27,592,692	32,900,000	5,307,308
Other Taxes	-	-	-	-	-	-	28,805	28,805	30,000	1,195
Licenses and Permits	421,485	34,403	39,710	28,130	33,710	36,899	28,660	622,997	370,500	(252,497)
Intergovernmental Revenue	220,724	84,238	101,870	134,216	25,340	653,467	50,760	1,270,615	1,365,750	95,135
Fees of Office	791,893	323,139	329,760	330,491	456,256	352,380	308,499	2,892,418	3,564,825	672,407
Other Sales, Rentals & Svcs.	781,839	390,527	292,998	394,317	978,420	389,382	(41,155)	3,186,328	3,458,350	272,022
Fines & Forfeitures	101,369	42,151	54,883	40,037	56,975	64,501	108,755	468,671	600,000	131,329
Interest	780,869	532,512	688,418	548,809	443,209	484,070	314,152	3,792,039	3,780,000	(12,039)
Mosquito Control Fund										
Current Taxes	469,459	777,557	667,951	32,786	13,028	7,660	13,001	1,981,442	2,030,687	49,245
Delinquent Taxes	14,985	8,509	(1,095)	6,584	(396)	1,725	295	30,607	42,660	12,053
Tobacco Settlement Fund										
Interest	24,840	11,524	12,392	10,402	8,880	9,875	6,878	84,791	90,000	5,209
Intergovernmental Revenue	-	-	-	58,443	-	-	-	58,443	-	(58,443)
Debt Service										
Current Taxes	1,322,229	2,189,988	1,881,283	92,343	36,693	21,573	36,616	5,580,725	5,541,696	(39,029)
Delinquent Taxes	22,615	12,569	(1,068)	9,976	703	2,934	893	48,622	58,689	10,067
Interest	12,572	15,884	24,718	20,702	3,601	4,082	2,948	84,507	25,000	(59,507)
Total	\$ 35,580,206	\$ 51,293,861	\$ 46,007,150	\$ 8,735,522	\$ 6,333,550	\$ 9,947,887	\$ 5,182,811	\$ 163,080,987	\$ 172,708,871	\$ 9,627,884

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation - 75% of Budget Expended
For The Month Ending June 30, 2026

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 381,692	\$ 663,633	\$ 281,941	42.48%
Road & Bridge Funds	8,432,101	12,151,328	3,719,227	30.61%
Engineering Fund	994,386	1,554,245	559,859	36.02%
Parks & Recreation Fund	149,387	282,301	132,914	47.08%
General Fund:				
General Government	24,750,518	35,520,422	10,769,904	30.32%
Judicial	17,478,315	25,496,735	8,018,420	31.45%
Law Enforcement	58,025,516	81,063,957	23,038,441	28.42%
Education	347,644	527,472	179,828	34.09%
Health & Welfare	6,033,867	9,818,346	3,784,479	38.54%
Maintenance	3,466,564	5,066,738	1,600,174	31.58%
Other	1,586,842	2,859,206	1,272,364	44.50%
Mosquito Control Fund	3,503,337	4,530,508	1,027,171	22.67%
Tobacco Settlement	275,000	280,000	5,000	1.79%
Debt Service Funds	5,203,554	6,089,650	886,096	14.55%
	<u>\$ 130,628,723</u>	<u>\$ 185,904,541</u>	<u>\$ 55,275,818</u>	<u>29.73%</u>



Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2026

	October 2025								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Jury Fund	\$ 115,155	\$ 53,251	\$ 56,223	\$ 22,488	\$ 57,880	\$ 54,013	\$ 20,632	\$ 2,050	\$ 381,692	\$ 663,633	\$ 281,941
Road & Brdg Pct. 1	645,879	184,759	374,401	129,570	294,481	206,231	385,876	166,839	2,388,036	3,554,769	1,166,733
Road & Brdg Pct. 2	602,302	192,720	135,870	153,822	149,734	224,733	160,190	412,286	2,031,657	2,825,658	794,001
Road & Brdg Pct. 3	589,417	232,210	176,528	174,514	161,162	276,588	164,953	97,638	1,873,010	2,730,044	857,034
Road & Brdg Pct. 4	983,317	172,362	(339,149)	673,100	146,453	245,032	188,979	69,304	2,139,398	3,040,857	901,459
Engineering	283,166	175,439	94,119	102,587	109,635	114,399	112,327	2,714	994,386	1,554,245	559,859
Parks & Recreation	31,806	13,116	12,887	18,729	9,018	12,102	24,372	27,357	149,387	282,301	132,914
Tax Assessor/Coll.	1,180,354	487,152	337,269	407,454	323,230	329,967	340,574	22,768	3,428,768	5,235,997	1,807,229
Human Resources	138,929	51,454	35,927	42,947	49,297	36,899	37,814	3,634	396,901	616,027	219,126
County Auditor	414,886	216,829	143,197	144,027	144,131	148,512	143,924	144	1,355,650	1,984,368	628,718
County Clerk	584,693	287,994	197,601	198,844	199,133	198,729	203,053	7,097	1,877,144	2,727,955	850,811
County Judge	243,250	110,791	66,368	81,594	69,791	74,045	80,685	200	726,724	1,219,004	492,280
Risk Management	48,448	22,769	16,201	15,350	15,590	15,352	16,948	-	150,658	386,331	235,673
County Treasurer	90,294	43,315	30,277	30,481	30,445	31,132	32,275	225	288,444	409,014	120,570
Printing Department	24,308	12,458	8,830	10,175	9,774	9,753	8,290	5,818	89,406	170,328	80,922
Purchasing Department	157,188	75,651	54,455	52,220	52,792	54,400	52,596	20,224	519,526	723,382	203,856
General Services	4,008,862	893,896	1,953,166	1,087,607	831,866	750,297	1,121,149	73,653	10,720,496	15,753,115	5,032,619
MIS	2,489,728	361,203	198,764	202,229	198,417	250,236	211,443	32,615	3,944,635	4,774,619	829,984
Voter's Registration	58,499	12,835	9,430	49,475	12,771	15,178	6,737	14,261	179,186	248,094	68,908
Elections	494,420	26,757	(19,150)	275,459	56,898	73,366	157,935	7,295	1,072,980	1,272,188	199,208
District Attorney	1,911,567	930,273	634,055	632,028	760,350	670,096	661,978	18,553	6,218,900	9,072,508	2,853,608
District Clerk	643,524	279,422	194,646	192,072	201,878	206,488	198,725	58,549	1,975,304	2,756,774	781,470
Criminal Dist. Court	415,727	172,719	172,222	158,691	151,816	153,712	174,857	-	1,399,744	2,041,514	641,770
58th Dist. Court	84,056	42,485	28,480	28,535	28,588	28,553	28,856	-	269,553	388,683	119,130
60th Dist. Court	90,009	44,384	30,148	30,451	30,198	40,419	30,304	3,448	299,361	420,648	121,287
136th Dist. Court	88,303	42,890	29,055	29,152	29,169	29,671	29,153	-	277,393	404,524	127,131
172nd Dist. Court	87,991	43,549	30,530	33,951	29,402	29,434	29,877	-	284,734	391,977	107,243
252nd Dist. Court	236,232	117,897	121,178	110,722	101,997	114,961	97,171	344	900,502	1,454,337	553,835
279th Dist. Court	226,620	52,601	107,224	75,847	52,283	45,788	112,061	175	672,599	931,897	259,298
317th Dist. Court	120,996	58,567	41,371	39,190	42,037	40,180	42,701	853	385,895	594,918	209,023
J.P. Pct. 1 Pl 1	103,206	50,315	34,132	34,749	36,315	33,943	34,047	1,918	328,625	480,726	152,101
J.P. Pct. 1 Pl 2	111,291	55,271	37,380	37,368	36,562	36,923	37,402	-	352,197	495,821	143,624
J.P. Pct. 2	96,493	48,251	33,082	32,926	32,873	33,359	32,877	345	310,206	473,173	162,967
J.P. Pct. 4	109,952	54,587	36,302	37,359	36,940	37,590	37,743	76	350,549	494,101	143,552
J.P. Pct. 6	105,432	52,744	36,287	36,446	35,922	36,084	37,100	1,150	341,165	486,000	144,835
J.P. Pct. 7	113,069	53,518	37,061	37,157	37,926	36,960	39,469	1,721	356,881	501,334	144,453
J.P. Pct. 8	99,710	49,274	33,605	33,738	33,952	35,514	34,520	275	320,588	475,897	155,309
Cnty. Court at Law 1	146,449	74,535	50,294	50,853	49,457	50,237	50,953	-	472,778	668,308	195,530
Cnty. Court at Law 2	162,264	73,695	72,396	76,510	63,430	76,170	94,598	-	619,063	904,965	285,902
Cnty. Court at Law 3	206,139	84,867	68,093	70,573	65,667	69,944	77,050	137	642,470	1,086,879	444,409
Court Master	143,165	63,075	51,031	56,801	47,414	50,172	50,252	-	461,910	617,185	155,275

Statement of Expenditures - Compared With Budget Allocation

For The Month Ending June 30, 2026

	October 2025								Cumulative	Annual	Unencumbered
	December	January	February	March	April	May	June	Encumbrances	Total	Budget	Balance
Dispute Resolution	\$ 77,261	\$ 37,044	\$ 23,915	\$ 24,350	\$ 24,919	\$ 24,402	\$ 24,265	\$ 1,742	\$ 237,898	\$ 354,566	\$ 116,668
Comm. Supervision	3,602	565	565	565	623	4,583	591	-	11,094	22,416	11,322
Sheriff's Dept.	4,326,660	2,321,340	1,325,767	1,410,168	1,543,839	1,403,302	1,367,880	192,786	13,891,742	19,614,193	5,722,451
Crime Lab	460,557	198,919	121,604	268,891	152,912	162,401	139,543	51,251	1,556,078	2,483,017	926,939
Jail	9,102,601	5,436,079	2,622,512	2,659,142	4,961,620	3,312,680	4,361,760	2,828,031	35,284,425	48,098,701	12,814,276
Juvenile Probation	397,876	196,454	127,812	139,503	143,918	141,769	133,021	3,538	1,283,891	2,003,343	719,452
Juvenile Detention	526,323	267,079	167,677	185,859	194,897	191,024	198,948	71,983	1,803,790	2,783,816	980,026
Constable Pct. 1	281,186	181,849	79,331	78,720	79,313	79,463	69,695	1,342	850,899	1,194,689	343,790
Constable Pct. 2	128,774	64,307	40,028	39,364	39,228	39,969	39,370	5,160	396,200	600,134	203,934
Constable Pct. 4	129,401	117,380	42,622	43,517	43,813	46,512	43,892	-	467,137	648,242	181,105
Constable Pct. 6	167,440	79,178	58,063	53,096	53,465	55,578	54,592	3,559	524,971	724,277	199,306
Constable Pct. 7	140,390	68,706	45,992	46,679	46,787	47,323	47,989	-	443,866	624,299	180,433
Constable Pct. 8	193,546	68,106	45,723	44,779	47,458	44,544	42,972	1,385	488,513	666,830	178,317
County Morgue	215,476	146,798	15,600	255,900	168,336	94,500	126,300	-	1,022,910	1,600,000	577,090
Agriculture Ext.	105,461	51,912	37,255	37,124	36,139	41,216	36,411	2,126	347,644	527,472	179,828
Mobile Unit	54,864	34,362	23,413	21,788	22,098	23,997	22,123	178	202,823	327,806	124,983
Public Health # 1	337,535	163,644	111,844	118,886	118,555	109,819	111,424	2,015	1,073,722	1,585,505	511,783
Public Health # 2	298,627	143,174	109,182	105,502	102,977	101,796	101,415	7,725	970,398	1,481,631	511,233
Nurse Practitioner	97,838	48,180	31,734	33,098	31,610	33,192	33,570	10,001	319,223	445,846	126,623
Child Welfare	-	-	-	95,000	-	-	-	-	95,000	95,000	-
Env. Control	109,643	53,065	35,055	36,093	36,672	36,444	37,140	38,194	382,306	576,674	194,368
Ind. Medical Svcs.	235,508	93,468	1,892,505	67,500	98,005	76,454	80,074	198,285	2,741,799	4,943,871	2,202,072
Emergency Mgmt.	55,948	83,921	21,961	21,492	21,542	17,756	21,542	4,434	248,596	362,013	113,417
Beaumont Maintenance	663,828	326,738	213,495	317,440	177,539	354,592	233,794	239,303	2,526,729	3,736,007	1,209,278
Port Arthur Maint.	202,102	92,349	85,750	89,579	54,588	70,720	66,644	85,138	746,870	1,029,701	282,831
Mid-County Maint.	58,590	21,002	17,985	15,743	15,212	15,494	24,570	24,369	192,965	301,030	108,065
Service Center	297,241	125,571	99,079	89,302	161,333	131,250	120,049	274,839	1,298,664	1,509,039	210,375
Veteran Service	89,033	43,142	29,762	31,793	30,492	29,782	33,029	1,145	288,178	423,998	135,820
Mosquito Control	1,810,893	146,311	122,156	167,447	107,277	111,226	296,144	741,883	3,503,337	4,530,508	1,027,171
Tobacco Settlement	250,000	-	-	-	-	-	25,000	-	275,000	280,000	5,000
Debt Service Funds	-	203,020	-	-	5,000,534	-	-	-	5,203,554	6,089,650	886,096
Contingency	-	-	-	-	-	-	-	-	-	926,169	926,169
Total	\$ 39,305,300	\$ 16,885,543	\$ 12,970,173	\$ 12,206,111	\$ 18,342,375	\$ 11,778,950	\$ 13,296,193	\$ 5,844,078	\$ 130,628,723	\$ 185,904,541	\$ 55,275,818

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending June 30, 2026

Issue	Beginning Amount Outstanding	2025-2026 Requirements				2025-2026 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2019 Certificates of Obligation	12,005,000	665,000	402,150	2,500	1,069,650	-	278,109	1,945	280,054	12,005,000
	\$ 12,005,000	\$ 665,000	\$ 402,150	\$ 2,500	\$ 1,069,650	\$ -	\$ 278,109	\$ 1,945	\$ 280,054	\$ 12,005,000

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending June 30, 2026

	<u>Fund</u>	<u>Transfers In</u>	<u>Transfers Out</u>
120	General Fund	-	3,723,241 (a)
120	General Fund	-	309,342 (b)
230	Community Supervision Fund	-	229,919 (a)
233	Mentally Impaired Offender	16,584 (a)	-
237	Community Corrections Program	23,674 (a)	-
239	Drug Diversion Program	189,661 (a)	-
241	Sheriff Department Grants	4,288 (b)	-
245	Crime Victim's Clearing	152,043 (b)	-
257	Auto Theft Grant	29,022 (b)	-
263	VAWA Fund	28,061 (b)	-
311	Capital Projects	2,500,000 (a)	-
550	SETEC Fund	1,223,241 (a)	-
876	Sheriff-Spindletop Grant	95,928 (b)	-
		<u>\$4,262,502</u>	<u>\$4,262,502</u>

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2026

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	343.00	\$ 10,802.27
Road & Bridge # 2	379.75	12,517.36
Road & Bridge # 3	625.99	19,196.11
Road & Bridge # 4	0.75	19.35
Engineering	21.38	817.73
Tax Assessor/Collector	338.24	9,198.22
Human Resources	-	-
County Auditor	34.74	1,128.60
County Clerk	508.64	13,575.70
County Judge	0.01	0.13
Treasurer	0.01	0.12
Printing	-	-
Purchasing Department	8.50	228.54
MIS	286.96	9,139.15
Voter Registration	13.52	461.47
Elections Department	319.73	9,528.38
District Attorney	53.12	1,610.03
District Clerk	631.36	17,302.32
Criminal District Court	79.51	2,619.79
58th District Court	1.63	53.54
172nd District Court	-	-
252nd District Court	2.38	94.64
317th District Court	-	-
Justice of Peace Pct. 1 Pl. 1	201.76	5,729.30
Justice of Peace Pct. 1 Pl. 2	215.75	6,082.80
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	-	-
Justice of Peace Pct. 6	4.87	142.10
Justice of Peace Pct. 7	0.01	0.16
Justice of Peace Pct. 8	-	-
County Court at Law #2	36.95	1,186.34
County Court at Law #3	0.01	0.11
Court Master	0.01	0.16
Dispute Resolution Center	131.37	3,485.66
Sheriff's Department	13,329.88	578,045.25
Crime Lab	265.60	12,712.52
Correctional Facility	10,224.81	340,190.07
Juvenile Probation	114.76	3,358.83
Juvenile Detention Home	241.54	4,895.92
Constable Pct. 1	459.62	18,003.40

Jefferson County, Texas
Statement of Comp-Time Liability
For The Third Quarter - June 30, 2026

Department	Cumulative Hours	Current Liability
Constable Pct. 2	-	\$ -
Constable Pct. 4	8.25	328.43
Constable Pct. 6	171.30	4,691.17
Constable Pct. 7	39.54	1,830.68
Constable Pct. 8	21.00	1,055.85
Public Health No. 1	32.25	806.79
Public Health No. 2	32.57	781.26
Nurse Practitioner	12.63	434.52
Environmental Control	-	-
Indigent Health	-	-
Emergency Management	79.50	2,954.04
Mosquito Control	398.25	11,434.40
Maintenance - Beaumont	364.83	8,786.32
Maintenance - Port Arthur	344.97	10,234.14
Maintenance- Mid County	80.00	2,446.50
Service Center	97.00	2,892.19
Veterans' Services Office	68.50	1,956.14
Airport	1,222.90	30,964.27
Visitors' Center	71.25	1,365.99
Grant A Basic Probation	24.75	707.13
Grant A Mental Health Service	0.26	9.16
Grant A Community Programs	69.00	1,928.66
Grant A Pre and Post Adjudication	9.75	238.76
Judicial Support	12.01	358.08
Community Supervision	386.15	10,242.95
Adult Surveillance Program	14.38	233.14
Community Corrections	14.25	339.42
High Need Program	18.50	504.72
TJPC Grant Contract M	9.75	302.08
Drug Diversion	43.37	957.71
Juvenile Probation and Detention	106.37	1,754.25
Mentally Impaired Offender	5.50	150.05
Auto Theft	146.75	6,158.54
Sheriff Mental Health Liaison -Cnty	119.75	5,025.45
Sheriff Mental Health Liaison	45.25	1,907.09
Marine Division	4,136.86	181,251.58
Courthouse Security	469.00	21,053.18
District Clerk Records	38.01	997.25
Total	<u>37,590.56</u>	<u>\$ 1,399,207.96</u>
Comp-Time Liability at 06/30/2025	34,818.94	\$1,266,279.75

Memo

Jefferson County, Texas

To: Rebekah Patin, Auditing Dept.
From: Michelle Falgout, P.E. CFM - Engineering Dept.
Date: 7/22/2026
Re: Transfer of budgeted funds for Engineering Conference Room Updates

Rebekah, The Engineering Department respectfully requests the transfer of budgeted funds from the Engineering Capital Outlay item to the following line items for the purchase of conference room items including a standalone computer, updated TV screen, a mouse and keyboard and chairs.

The computer, larger screen and misc. computer equipment are necessary to accommodate visitors and staff increased technical demands for engineering meetings. The chairs are needed to accommodate frequent meetings with updated conference room seating.

The Summary of Transfers include:

Account Number	Account Description	From	To
Capital Outlay		\$5254.72	
115-0501-431.30-84	Minor Equipment - Conference Chairs		\$1,017.74
115-0501-431.30-84	Minor Equipment - Conference Screen		\$1499.99
115-0501-431.06-02	Computer Equipment – Conference room meeting camera		\$573.67
115-0501-431.06-02	Computer Equipment – Conference Room Computer		\$2,078.00

115-0501-431.06-02	Computer Equipment – Conference Room mouse and keyboard		85.32
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Your consideration of this request is greatly appreciated.

Thank you,



*Michelle Falgout, CFM, P.E.
County Engineer
Jefferson County Texas
409-835-8584*

Shop DISCOUNT PROMOS

Sponsored

Home & Kitchen › Furniture › Home Office Furniture › Home Office Chairs › Home Office Desk Chairs



Leather Office Chair, Mid Century Modern Desk Chair, Brown

Ergonomic, Lumbar Support, 360° Swivel & Rolling Wheels, Adjustable Height, for Adults & Women
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4.5 (26) | Search this page
100+ bought in past month

\$145⁹⁹ Price history

Or \$36⁵⁰ /2 weeks (x4). Select from 2 plans

Apply for Prime Store Card and get a \$40 Amazon Gift Card upon approval, or see if you pre-qualify with no impact to your credit score.

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

Color: Brown



\$145.99



\$152.99



\$142.99



\$142.99



\$152.99



\$142.99



\$152.99



VIDEO

Brand E-Motie
Material Leather
Size Oversized
Room Type Bedroom, Conference Room, Living Room, Office, Study Room
Color Brown

About this item

- **[Ergonomic Lumbar Support & Recline]** Thicker high-density sponge padding on the backrest provides superior lumbar support, keeping your spine aligned and relieving lower back pressure during long hours at your desk. The backrest reclines smoothly between 90° and 135°, ideal for use as an ergonomic office chair or home office desk chair
- **[Silent Rubber Wheels for All Floors]** Equipped with smooth-rolling rubber casters that protect hardwood, marble, and carpeted floors. No scratches, no noise, and improved load capacity—ideal for a big and tall office chair or any executive office chair, saving you the cost of buying replacement wheels
- **[Superior Comfort With Spring Pack Seat]** The seat cushion combines a sturdy wooden frame, resilient sponge, and high-elasticity spring packs for lasting comfort. Keeps you supported and

\$145⁹⁹ Price history

FREE delivery **Wednesday, July 29.** [Details](#)

Deliver to carol - Beaumont
77708

In Stock

Quantity: 1

Add to cart

Buy Now

Shipper / Seller E-motie HomeStore
Buy and replace
one transaction

▼ See more

Add a protection plan:

- ☐ 2-Year Protection Plan for \$27.99
- ☐ 3-Year Protection Plan for \$34.99
- ☐ Complete Protect: One plan covers all eligible past and future purchases (Best Value) for \$16.99/month

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Add to List



BEWISHOME Brown Leather Offi...

4.1 57

\$147⁹⁹

Sponsored

$$145.99 \times 2 = \$291.98$$

Ask Alexa

Is the lumbar support adjustable?

What's the maximum weight capacity?

How long does assembly take?

Why you might like this

Compare with similar

Ask something else



Click to see full view



11+

7 VIDEOS

Ask Alexa

Does it have adjustable lumbar support?

Is the chair easy to move around?

What is the weight capacity?

Why you might like this

Compare with similar

Ask something else

Flash Furniture Whitney High-Back Swivel LeatherSoft Desk Chair with Padded Seat and Armrests, Adjustable Height Padded LeatherSoft Office Chair, Brown/Black Gold

Visit the Flash Furniture Store

4.3 (4,305) | Search this page

Amazon's Choice

\$194⁹⁴ Price history

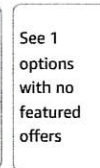
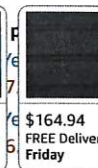
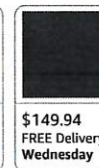
Or \$38⁹⁹ /mo (5 mo). Select from 3 plans

FREE Returns

Save up to 3% with business pricing. Sign up for a free Amazon Business account

May be available at a lower price from [other sellers](#), potentially without free Prime shipping.

Color: Brown Leathersoft/Black Frame



Style: Chair

Brand Flash Furniture

Color Brown Leathersoft/Black Frame

Size High Back

Recommended Executive Swivel Office Chair Uses For Product

Material Foam, Metal, Leather/Faux Leather, Plastic

About this item

- Leather/Faux Leather, Foam, Metal, Plastic
- HIGH-BACK LEATHERSOFT DESK CHAIR: Adds stylish, comfortable seating to any office, nail salon, car shop, store, at-home work desk, or college dorm room, helping busy workers or students achieve maximum comfort as they work

Buy New

\$194⁹⁴

Price history

FREE delivery Friday, July 24. Order within 3 hrs 51 mins

Deliver to carol - Beaumont 77708

Only 8 left in stock (more on the way).

Quantity: 1

Add to cart

Buy Now

Shipper / Seller Amazon.com

Returns FREE 30-day refund/replacement

Payment Secure transaction

See more

Plan: in Plan for

Plan: in Plan for

Complete Protect: One plan covers all eligible past and future purchases (Best Value) for \$16.99/month

Used - Very Good \$103⁸⁷

FREE delivery Sunday, July 26 for Prime members

Ships from: Amazon Sold by: Amazon Resale

Add to Auto Buy

Add to List

Other sellers on Amazon

New & Used (6) from \$103⁸⁷ FREE delivery for Prime members

$$4 \times 194.94 = \$779.76$$

Search Best Buy



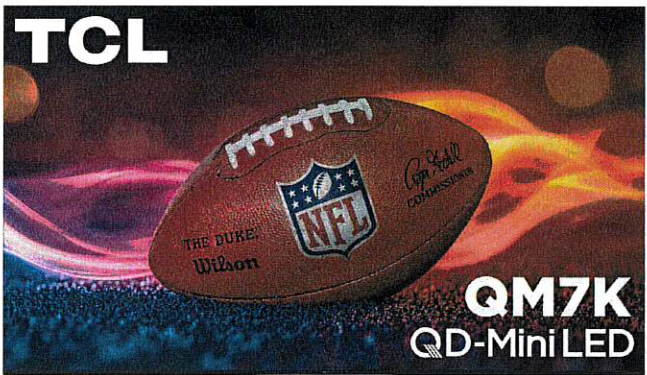
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Best Buy > TV & Home Theater > TVs > All Flat-Screen TVs

Shop TCL



TCL - 85" Class QM7K Series 4K UHD HDR QD Mini LED Smart TV with Google TV (2025)

Model: 85QM7K SKU: 6621467

4.7 (158)

Sold by Best Buy

Customers are saying

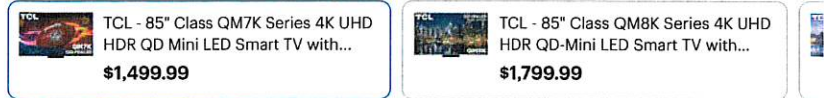
Customers praise the product's excellent picture quality, often highlighting its brightness, size, and deep black levels. They also appreciate its modern features and smooth performance, especially with fast motion.

Generated by AI based on customer reviews.

Screen Size Class: 85"



Series: QD Mini LED - QM7K



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Comp. Value: \$1,799.99 ⓘ

or \$62.50/mo.
suggested payments with
24-Month Financing
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Finance Options View your offers >

Special Offers On related products >

Protect your TV

(30,832)
What's included Terms & Conditions

Standard Geek Squad Protection

No Plan	2-Year \$169.99 About \$7.08/mo.	5-Year \$299.9 About \$5.00
---------	--	-----------------------------------

Most Pop

Availability

Pickup Ready Today	Delivery As soon as Tue, Jul 21	Delivery + Installation As soon as Thu, Jul 23
-----------------------	------------------------------------	---

FREE delivery to 75201

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☐ Remove and recycle my old TV \$49.99
Learn more ~

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Return & Exchange Policy

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\$1,128.99 - \$1,545.80 >





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Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

AMY SERRANT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CKMPWD	7/7/2026	ENGINEERING	2735480	\$678.30

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
------	-----	------	------------	------------

Logitech MeetUp All-in-One Conference Camera for Huddle and Small Rooms

1

4607628

\$573.67

\$573.67

Mfg. Part#: 960-001101

UNSPSC: 45121506

Contract: Texas Misc IT HW Peri and Components DIR- GOV ONLY (DIR-CPO-5093)

~~Sync 20+ Speakerphone USB-C A Adapter (B95VKAA)~~

1

~~8518442~~

~~\$104.63~~

~~\$104.63~~

Mfg. Part#: B95VKAA#AC3

Contract: TXDIR - HP DIR-CPO-5850 GOV ONLY (DIR-CPO-5850)

Not Needed - BB

\$ 573.67

SUBTOTAL	\$678.30
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$678.30

PURCHASER BILLING INFO

DELIVER TO

Jacob Bourgeois

From: Anu.reddy@Dell.com
Sent: Wednesday, July 8, 2026 8:12 AM
To: Jeff Ross; Scott LeBlanc; Amy Serrant; Jacob Bourgeois
Cc: Anu.reddy@Dell.com
Subject: Your Dell Quote 3000204527191.2 | Customer 530018967807 | JEFFERSON COUNTY

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You can download a copy of this quote during checkout.

Place your order

Quote Name:	(7 265,Nvidia 1000, 32GB, 512SSD, 5yr Basic)	Sales Rep	Anu Reddy
		Phone	1(800) 4563355, 6180677
Quote No.	3000204527191.2	Email	Anu.reddy@Dell.com
Total	*\$2,078.00 *	Billing To	ACCOUNTS PAYABLE JEFFERSON COUNTY 1149 PEARL ST 7TH FL BEAUMONT, TX 77701-3635
Customer #	530018967807		
Quoted On	Jul. 08, 2026		
Expires by	Jul. 22, 2026		
Contract Name	State of Texas Department of Information Resources (TX DIR)		
Contract Code	C000001269299		
Customer Agreement #	DIR-CPO-5792		
Deal ID	29423461		

Message from your Sales Rep

Please review all quotes carefully as Dell has a NO return policy. Please use premier page to place and track orders, get invoices and contact customer service for post delivery

Regards,
Anu Reddy

Product	Unit Price	Quantity	Subtotal
SI# C7RB05 Dell Pro Max Slim FCS1250	\$2,078.00	1	\$2,078.00
Subtotal:			\$2,078.00
Shipping:			\$0.00
Non-Taxable Amount:			\$2,078.00
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$2,078.00

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SI# C7RB05 Dell Pro Max Slim FCS1250		Unit Price	Quantity	Subtotal
Estimated delivery if purchased today: Jul. 21, 2026 Contract # C000001269299 Customer Agreement # DIR-CPO-5792		\$2,078.00	1	\$2,078.00
Description	SKU	Unit Price	Quantity	Subtotal
Dell Pro Max Slim (FCS1250) CTO Base	210-BPST	-	1	-
Intel Core Ultra 7 265 (30 MB cache, 20 cores, 20 threads, 1.8 GHz to 5.3 GHz, 65W)	338-CSBY	-	1	-
Windows 11 Pro	619-BBQD	-	1	-
Dell Pro Keyboard and Mouse - KM5221W - US English - Black	580-BCCH	-	1	-
Mouse included with Keyboard	570-AADI	-	1	-
NVIDIA(R) RTX(TM) A1000, 8 GB GDDR6, 4 mDP to DP adapters	490-BKSP	-	1	-
32GB: 2 x 16 GB, DDR5, 5600 MT/s, non-ECC	370-BCTK	-	1	-
512GB SSD TLC M.2 2230 PCIe Gen4	400-BTHD	-	1	-
No Hard Drive	400-AKZR	-	1	-

Storage Config C1, 2230 boot	449-BCHN	-	1	-
No Hard Drive Bracket	575-BBKX	-	1	-
NO RAID	817-BBBN	-	1	-
No Wireless LAN Card	555-BLXZ	-	1	-
Intel vPro Enterprise	631-BCCZ	-	1	-
ENERGY STAR Qualified	387-BBLW	-	1	-
System Power Cord C13 (US 125V, 15A)	450-AH DU	-	1	-
Documentation	340-DNBV	-	1	-
Shipping Material (DAO)	340-CBUU	-	1	-
Shipping Material (DAO)	340-DTSR	-	1	-
Custom Configuration	817-BBBB	-	1	-
Quick Setup Guide	340-DTYN	-	1	-
US Reese coin battery Package Warning label	389-FKHB	-	1	-
Dell Pro Max Slim with 360W (80 Plus Platinum) PSU (with system fan), DAO	321-BLSC	-	1	-
Intel Rapid Storage Technology Driver	409-BCYS	-	1	-
Intel(R) Core(TM) Ultra 7 vPro Processor Label	389-FJVS	-	1	-
Dell Precision / Pro Max Desktops TPM	340-ACBY	-	1	-
EPEAT Gold with Climate+	379-BDZB	-	1	-
No Additional Network Card Selected (Integrated NIC included)	555-BBJO	-	1	-
English, French, Spanish, Brazilian Portuguese	619-BBPD	-	1	-
65W CPU Air Cooler	412-BCBP	-	1	-
No Option Included	340-ACQQ	-	1	-
No Optical Drive	429-BBCL	-	1	-
Integrated Intel SATA Controller	403-BBCE	-	1	-
FSJ Regulatory Label, 360W Platinum	389-FJZS	-	1	-
Watch Dog SRV	379-BFYR	-	1	-
CMS Essentials DVD no Media	658-BBTV	-	1	-
No Fans Included	384-BDRW	-	1	-
No Hard Drive	400-AKZR	-	1	-
No Hard Drive	400-AKZR	-	1	-

No Media Card Reader	385-BBBL	-	1	-
Dell Limited Hardware Warranty Plus Service	716-2638	-	1	-
Onsite/In-Home Service After Remote Diagnosis 5 Years	717-0904	-	1	-
Activate Your Microsoft 365 For A 30 Day Trial	630-ABBT	-	1	-
Dell Pro Max Slim FCS1250	658-BFWB	-	1	-
CFI Information Swizzle,No Up,Foot,Factory Install	364-9118	-	1	-
CFI Routing SKU	365-0257	-	1	-
Image Load - Custom Image, Factory Install	366-0147	-	1	-
CFI,Information Client,Only	371-0941	-	1	-
CFI,Information,CSRouting,Elig ible,Factory Install	375-3088	-	1	-
CFI,Information,GPTBR,PART,DNR ,Factory Install	376-6666	-	1	-
CFI,Information,DYNAMIC,IMAGEA SSIST-SI,Factory Install	376-7610	-	1	-
CFI,SW,GPT,Image,GNRC,Domestic ,Factory Install	377-3166	-	1	-
CFI,INFO,WIN 11 PRO,VLA,Factor y Install	382-4439	-	1	-
CFI,INFO,WIN11,UPDT,24H2,FACT	587-BKWZ	-	1	-
CFI,INFO,CONNECTION EVAL,Facto ry Install	587-BQGM	-	1	-

Subtotal: \$2,078.00
Shipping: \$0.00
Estimated Tax: \$0.00

Total: \$2,078.00

CONNECT WITH DELL:



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Laptops



Desktops



Servers & Storage



2-in-1's



Electronics & Accessories



Financing Options



Dell Services



Dell Support



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Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for Fourteen days from the date of this Quote. All products, pricing, and other information are based on the latest information available and are subject to change for any reason, including but not limited to tariffs imposed by government authorities, shortages in materials or resources, increase in the cost of manufacturing or other factors beyond Supplier's reasonable control. If such changes occur, pricing may be adjusted or purchase orders may be cancelled by Supplier, even after an order has been placed. Supplier also reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors and/or customer changes to Supplier's planned delivery date. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.



Thank you for choosing CDW. We have received your quote.

Hardware

Software

Services

IT Solutions

Brands

Research Hub

QUOTE CONFIRMATION

Pricing and Availability Notice

Due to ongoing supply chain challenges, some hardware manufacturers cannot guarantee product availability or pricing until the product is shipped. While we make every effort to honor quoted pricing, if a hardware manufacturer increases its price to CDW after a quote is issued or order is accepted, we may need to update your quoted price to reflect that change irrespective of any timeframes or validity periods set forth in the quote, including up to the date of shipment. In the event of a price adjustment, we will notify you prior to shipment. Any price adjustment would only occur if the hardware manufacturer increases its pricing to CDW.

AMY SERRANT,

Thank you for considering CDW•G for your technology needs. The details of your quote are below. **If you are an eProcurement or single sign on customer, please log into your system to access the CDW site.** You can search for your quote to retrieve and transfer back into your system for processing.

For all other customers, click below to convert your quote to an order.

Convert Quote to Order

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
1CKPWGQ	7/20/2026	TICKET 30563 ENGINEERING	2735480	\$85.32

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
Logitech MK850 Performance Wireless Keyboard and Mouse Combo	1	4540578	\$85.32	\$85.32
Mfg. Part#: 920-008219				
UNSPSC: 43211706				
Contract: Texas Misc IT HW Peri and Components DIR- GOV ONLY (DIR-CPO-5093)				

SUBTOTAL	\$85.32
SHIPPING	\$0.00
SALES TAX	\$0.00
GRAND TOTAL	\$85.32

PURCHASER BILLING INFO

DELIVER TO

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 1
NAME	AMOUNT	CHECK NO. 278 TOTAL
JURY FUND		
DAWN DONUTS	43.50	541527
ROAD & BRIDGE PCT.#1		43.50**
ABLE FASTENER, INC.	49.90	541468
BEAUMONT TRACTOR COMPANY	275.06	541471
M&D SUPPLY	44.95	541482
ACE IMAGEWEAR	25.44	541488
TRAILER HITCH DEPOT	799.00	541498
HERRERA'S EMERGENCY LIGHTING	1,361.50	541505
MARTIN MARIETTA MATERIALS	17,096.86	541526
WALLER COUNTY ASPHALT	3,839.50	541531
DOGETT FORD	45,947.64	541564
FUNCTION 4 LLC	95.00	541676
ROAD & BRIDGE PCT.#2		69,534.85**
APPLIED INDUSTRIAL TECH	58.11	541470
CERTIFIED LABORATORIES	942.70	541472
SETZER HARDWARE, INC.	23.38	541487
ACE IMAGEWEAR	20.76	541488
TRIANGLE ENGINE DIST.	45.90	541491
TRI-CON, INC.	7,238.09	541492
BUMPER TO BUMPER	220.92	541508
NEW WAVE WELDING TECHNOLOGY	27.00	541513
TEXAS ASSOCIATION OF COUNTIES	300.00	541535
MODERN CONCRETE & MATERIALS LLC	74.98	541557
CLEVELAND ASPHALT PRODUCTS INC	505.76	541572
CENTERPOINT ENERGY RESOURCES CORP	80.00	541612
CHARTER COMMUNICATIONS	196.64	541656
FUNCTION 4 LLC	95.00	541676
ROAD & BRIDGE PCT. # 3		9,829.24**
BEAUMONT TRACTOR COMPANY	1,081.50	541471
INTERSTATE BATTERIES OF BEAUMONT/PA	161.95	541480
RITTER @ HOME	344.54	541485
MARTIN MARIETTA MATERIALS	3,857.38	541526
O'REILLY AUTO PARTS	105.42	541538
MASSEY SERVICES INC	20.00	541561
O'REILLY AUTO PARTS	349.98	541631
CHARTER COMMUNICATIONS	180.86	541649
FUNCTION 4 LLC	95.00	541676
ROAD & BRIDGE PCT.#4		6,196.63**
CINTAS, INC.	266.96	541473
M&D SUPPLY	213.96	541482
JASON'S DELI	3,738.65	541499
O'REILLY AUTO PARTS	24.72	541538
GULF COAST	542.80	541545
SOUTHEAST TEXAS WATER	187.80	541593
O'REILLY AUTO PARTS	765.38	541631
GULF COAST	437.40	541636
MASSEY SERVICES INC	100.00	541664
FUNCTION 4 LLC	95.00	541676
ENGINEERING FUND		6,372.67**
VERIZON WIRELESS	111.60	541602
FUNCTION 4 LLC	95.00	541676
PARKS & RECREATION		206.60**
M&D SUPPLY	271.77	541587
COUNTY HOME AND RANCH LP	143.98	541620
GENERAL FUND		415.75**

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 2
NAME	AMOUNT	CHECK NO. 279 TOTAL
JUSTIN L BOSSIER	4.00	541681
TAX OFFICE		4.00*
ACE IMAGEWEAR	44.70	541488
SECURE TECH SYSTEMS INC	6,224.40	541507
ODP BUSINESS SOLUTIONS, LLC	756.72	541553
AMAZON CAPITAL SERVICES	214.88	541555
UNITED STATES POSTAL SERVICE	569.56	541606
KATHLEEN SPENCER	28.88	541625
FUNCTION 4 LLC	475.00	541676
COUNTY HUMAN RESOURCES		8,314.14*
BAPTIST PHYSICIAN NETWORK	137.00	541500
UNITED STATES POSTAL SERVICE	11.76	541606
AUDITOR'S OFFICE		148.76*
ODP BUSINESS SOLUTIONS, LLC	206.81	541553
AMAZON CAPITAL SERVICES	148.99	541555
UNITED STATES POSTAL SERVICE	34.19	541606
KATRENA THERIOT	62.35	541634
FUNCTION 4 LLC	155.00	541676
COUNTY CLERK		607.34*
ULINE SHIPPING SUPPLY SPECIALI	602.69	541494
US POSTAL SERVICE	2,378.00	541502
ODP BUSINESS SOLUTIONS, LLC	103.58	541553
UNITED STATES POSTAL SERVICE	244.71	541606
TEXAS ASSOCIATION OF COUNTIES	300.00	541630
FUNCTION 4 LLC	285.00	541676
COUNTY JUDGE		3,913.98*
CAYLA CALAMIA	2,400.00	541576
CATHERINE BRUNEY	500.00	541582
TAMARA DEROUEN	200.00	541597
UNITED STATES POSTAL SERVICE	70.36	541606
ROCKY LAWDERMILK	2,250.00	541608
KIMBERLY PHELAN, P.C.	1,800.00	541613
KENT W JOHNS	500.00	541619
GREGORY LAW FIRM	500.00	541621
THE MAYO LAW FIRM PLLC	500.00	541628
WALDEN LAW PLLC	500.00	541667
FUNCTION 4 LLC	95.00	541676
RISK MANAGEMENT		9,315.36*
UNITED STATES POSTAL SERVICE	5.84	541606
FUNCTION 4 LLC	95.00	541676
COUNTY TREASURER		100.84*
TEXAS ASSOCIATION OF COUNTIES	225.00	541535
UNITED STATES POSTAL SERVICE	202.15	541606
FUNCTION 4 LLC	95.00	541676
PRINTING DEPARTMENT		522.15*
FUNCTION 4 LLC	719.00	541676
PURCHASING DEPARTMENT		719.00*
THE EXAMINER	627.50	541475
UNITED STATES POSTAL SERVICE	2.76	541606
US BANK NATIONAL ASSOCIATION	2,998.68	541671
FUNCTION 4 LLC	120.00	541676
GENERAL SERVICES		3,748.94*
BOSWORTH PAPERS	2,226.25	541549

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 3
NAME	AMOUNT	CHECK NO. 280 TOTAL
TREVIPAY	44.04	541566
CASH ADVANCE ACCOUNT	10.00	541583
SPINDLETOP MHMR	38,984.75	541585
TEXAS WORKFORCE COMMISSION	160.86	541595
CHARTER COMMUNICATIONS	2,442.83	541647
CHARTER COMMUNICATIONS	231.22	541650
CHARTER COMMUNICATIONS	241.69	541651
CHARTER COMMUNICATIONS	74.78	541657
		44,416.42*
DATA PROCESSING		
VECTOR SECURITY	47.00	541533
AMAZON CAPITAL SERVICES	349.36	541555
MICHAEL BAIN	237.08	541615
FUNCTION 4 LLC	95.00	541676
		728.44*
VOTERS REGISTRATION DEPT		
ODP BUSINESS SOLUTIONS, LLC	57.66	541553
POSTMASTER	1,000.00	541589
UNITED STATES POSTAL SERVICE	464.52	541606
FUNCTION 4 LLC	95.00	541676
		1,617.18*
ELECTIONS DEPARTMENT		
DEPARTMENT OF INFORMATION RESOURCES	190.29	541600
FUNCTION 4 LLC	190.00	541676
		190.29*
DISTRICT ATTORNEY		
TEXAS DISTRICT & COUNTY ATTY ASSN.	1,000.00	541489
ODP BUSINESS SOLUTIONS, LLC	291.67	541553
CASH ADVANCE ACCOUNT	316.00	541583
UNITED STATES POSTAL SERVICE	129.17	541606
PACER SERVICE CENTER	35.20	541607
SUMMER TANNER	68.00	541614
NMS LABS	196.00	541618
THOMSON REUTERS-WEST	4,988.11	541624
AMAZON CAPITAL SERVICES	123.08	541658
US BANK NATIONAL ASSOCIATION	370.39	541671
FUNCTION 4 LLC	380.00	541676
		7,897.62*
DISTRICT CLERK		
CINTAS CORPORATION	499.23	541529
AERIALINK	306.92	541562
SAMATA CONSULTING GROUP	2,800.00	541563
UNITED STATES POSTAL SERVICE	290.57	541606
FUNCTION 4 LLC	95.00	541676
		3,991.72*
CRIMINAL DISTRICT COURT		
JOHN D WEST	3,000.00	541601
LANGSTON ADAMS	8,750.00	541609
THE LAW OFFICE OF CHRISTY L CAUTHEN	600.00	541662
SONNY ECKHART	900.00	541673
FUNCTION 4 LLC	190.00	541676
		13,440.00*
58TH DISTRICT COURT		
UNITED STATES POSTAL SERVICE	3.21	541606
		3.21*
60TH DISTRICT COURT		
US BANK NATIONAL ASSOCIATION	328.00	541671
FUNCTION 4 LLC	95.00	541676
		423.00*
136TH DISTRICT COURT		
FUNCTION 4 LLC	95.00	541676
		95.00*
172ND DISTRICT COURT		

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 4
NAME	AMOUNT	CHECK NO. ²⁸¹ TOTAL
FUNCTION 4 LLC	95.00	541676
252ND DISTRICT COURT		95.00*
THOMAS J. BURBANK PC	5,917.50	541575
WENDELL RADFORD	800.00	541592
UNITED STATES POSTAL SERVICE	27.08	541606
LAURIE PEROZZO	800.00	541617
US BANK NATIONAL ASSOCIATION	293.00	541671
FUNCTION 4 LLC	190.00	541676
279TH DISTRICT COURT		8,027.58*
ANITA F. PROVO	1,001.00	541591
UNITED STATES POSTAL SERVICE	60.06	541606
THE LAW OFFICE OF CHRISTY L CAUTHEN	4,629.92	541662
FUNCTION 4 LLC	95.00	541676
317TH DISTRICT COURT		5,785.98*
UNITED STATES POSTAL SERVICE	.78	541606
FUNCTION 4 LLC	95.00	541676
JUSTICE COURT-PCT 1 PL 1		95.78*
UNITED STATES POSTAL SERVICE	227.40	541606
THOMSON REUTERS-WEST	137.38	541624
JUSTICE COURT-PCT 1 PL 2		364.78*
ODP BUSINESS SOLUTIONS, LLC	68.09	541553
UNITED STATES POSTAL SERVICE	13.26	541606
FUNCTION 4 LLC	95.00	541676
JUSTICE COURT-PCT 4		176.35*
KIRKSEY'S SPRINT PRINTING	25.95	541584
FUNCTION 4 LLC	95.00	541676
JUSTICE COURT-PCT 6		120.95*
DIRECTV, LLC	116.99	541551
CASH ADVANCE ACCOUNT	859.82	541583
UNITED STATES POSTAL SERVICE	61.32	541606
FUNCTION 4 LLC	95.00	541676
JUSTICE COURT-PCT 7		1,133.13*
DEPARTMENT OF INFORMATION RESOURCES	1.57	541600
JUSTICE OF PEACE PCT. 8		1.57*
FUNCTION 4 LLC	95.00	541676
COUNTY COURT AT LAW NO.1		95.00*
UNITED STATES POSTAL SERVICE	5.46	541606
COUNTY COURT AT LAW NO. 2		5.46*
JACK LAWRENCE	350.00	541573
A. MARK FAGGARD	1,050.00	541579
JOHN EUGENE MACEY	350.00	541588
CHARLES ROJAS	700.00	541598
UNITED STATES POSTAL SERVICE	26.52	541606
JENNIFER DELAGE	425.00	541627
LAW OFFICE OF GILES R COLE & ASSOC	350.00	541644
THE LAW OFFICE OF CHRISTY L CAUTHEN	350.00	541662
FUNCTION 4 LLC	142.50	541676
COUNTY COURT AT LAW NO. 3		3,744.02*
MARVA PROVO	425.00	541590

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 5
NAME	AMOUNT	CHECK NO. 282 TOTAL
UNITED STATES POSTAL SERVICE	25.74	541606
JOEL WEBB VAZQUEZ	1,400.00	541611
KIMBERLY PHELAN, P.C.	350.00	541613
JENNIFER DELAGE	350.00	541627
THE WALKER LAW FIRM	350.00	541646
THE LAW OFFICE OF CHRISTY L CAUTHEN	700.00	541662
FUNCTION 4 LLC	142.50	541676
MARY ANN TURNER	1,120.29	541677
GALMOR STOVALL PLLC	350.00	541678
		5,213.53*
COURT MASTER		
FUNCTION 4 LLC	95.00	541676
		95.00*
MEDIATION CENTER		
FUNCTION 4 LLC	95.00	541676
		95.00*
COMMUNITY SUPERVISION		
FUNCTION 4 LLC	380.00	541676
		380.00*
SHERIFF'S DEPARTMENT		
GT DISTRIBUTORS, INC.	6,356.79	541477
NOACK LOCKSMITH	476.00	541484
MOTOROLA SOLUTIONS INC	4,387.50	541496
GALLS LLC	434.56	541525
COTTON CARGO	96.00	541543
ODP BUSINESS SOLUTIONS, LLC	1,425.60	541553
AMAZON CAPITAL SERVICES	47.49	541555
BEAUMONT OCCUPATIONAL SERVICES	340.95	541556
IDI	69.93	541568
FED EX	18.23	541580
DEPARTMENT OF INFORMATION RESOURCES	537.28	541600
VERIZON WIRELESS	3,369.18	541603
UNITED STATES POSTAL SERVICE	1,550.47	541606
FUNCTION 4 LLC	855.00	541676
		19,964.98*
CRIME LABORATORY		
FISHER SCIENTIFIC	29.31	541476
AFDAA	480.00	541501
AIRGAS USA, LLC	424.48	541539
FED EX	10.95	541581
BAK GLOBAL LLC	100.00	541659
FUNCTION 4 LLC	95.00	541676
		1,139.74*
JAIL - NO. 2		
W.W. GRAINGER, INC.	227.08	541478
JOHNSON SUPPLY	780.64	541481
WORTH HYDROCHEM OF THE GULF COAST	390.00	541495
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	900.00	541514
THOMSON REUTERS-WEST	3,938.21	541520
GALLS LLC	2,180.52	541525
FERGUSON ENTERPRISES INC	11,061.71	541532
DARR EQUIPMENT CO	5,806.23	541534
TRINITY SERVICES GROUP INC	55,941.66	541544
PENDO PRODUCTS LLC	3,885.00	541559
LONE STAR PRISONER TRANSPORT INC	1,209.00	541560
TURN KEY HEALTH CLINICS LLC	769,965.52	541565
NORTHERN JET SALES LLC	184,000.00	541571
TEXAS GAS SERVICE	1,116.07	541610
FUNCTION 4 LLC	755.00	541676
BUCHANAN COUNTY	2,850.00	541679
		1,045,006.64*
JUVENILE PROBATION DEPT.		
ODP BUSINESS SOLUTIONS, LLC	153.19	541553
UNITED STATES POSTAL SERVICE	26.84	541606
FUNCTION 4 LLC	190.00	541676
APRIL ANTWINE	108.75	541680
		478.78*
JUVENILE DETENTION HOME		

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 6
NAME	AMOUNT	CHECK NO. ²⁸³ TOTAL
VEQUAL ROBERTS	500.00	541548
CENTERPOINT ENERGY RESOURCES CORP	290.16	541612
FUNCTION 4 LLC	95.00	541676
		885.16*
CONSTABLE PCT 1		
UNITED STATES POSTAL SERVICE	70.90	541606
		70.90*
CONSTABLE-PCT 2		
CHRISTOPHER BATES	63.58	541622
		63.58*
CONSTABLE-PCT 4		
FUNCTION 4 LLC	95.00	541676
		95.00*
CONSTABLE-PCT 6		
UNITED STATES POSTAL SERVICE	8.76	541606
FUNCTION 4 LLC	95.00	541676
		103.76*
CONSTABLE PCT. 7		
AT&T	47.72	541594
		47.72*
COUNTY MORGUE		
FORENSIC MEDICAL	132,000.00	541633
		132,000.00*
AGRICULTURE EXTENSION SVC		
TYLER FITZGERALD	50.00	541541
TYLER FITZGERALD	85.00	541632
CORENA N FITZGERALD	265.93	541635
US BANK NATIONAL ASSOCIATION	45.00	541671
FUNCTION 4 LLC	155.00	541676
		600.93*
MOBILE UNIT		
BEAUMONT FREIGHTLINER WESTERN STAR	692.01	541509
		692.01*
HEALTH AND WELFARE NO. 1		
BROUSSARD'S MORTUARY	450.00	541574
CLAYBAR FUNERAL HOME, INC.	900.00	541577
UNITED STATES POSTAL SERVICE	81.99	541606
EZEA D EDE MD	3,647.95	541639
FUNCTION 4 LLC	190.00	541676
		5,269.94*
HEALTH AND WELFARE NO. 2		
CLAYBAR FUNERAL HOME, INC.	900.00	541578
EZEA D EDE MD	3,647.95	541639
FUNCTION 4 LLC	190.00	541676
		4,737.95*
NURSE PRACTITIONER		
SERVET MUHITTIN SATIR	1,000.00	541645
TRACY TANTILLO	132.00	541661
FUNCTION 4 LLC	95.00	541676
		1,227.00*
ENVIRONMENTAL CONTROL		
TEXAS ENVIRONMENTAL HEALTH ASSN.	985.00	541490
DEPARTMENT OF INFORMATION RESOURCES	.04	541600
FUNCTION 4 LLC	95.00	541676
		1,080.04*
INDIGENT MEDICAL SERVICES		
CARDINAL HEALTH 110 INC	22,966.59	541521
		22,966.59*
MAINTENANCE-BEAUMONT		

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 7
NAME	AMOUNT	CHECK NO. 284 TOTAL
W.W. GRAINGER, INC.	220.10	541478
SANITARY SUPPLY, INC.	1,866.63	541486
ACE IMAGEWEAR	500.87	541488
TRIANGLE ENGINE DIST.	13.77	541491
WORTH HYDROCHEM OF THE GULF COAST	290.00	541495
LOWE'S HOME CENTERS, INC.	227.91	541504
OTIS ELEVATOR COMPANY	2,808.46	541506
PRO CHEM INC	725.90	541517
JET AERATION OF TEXAS LLC	2,975.00	541550
AT&T	536.64	541594
DEPARTMENT OF INFORMATION RESOURCES	.87	541600
ACTION OVERHEAD DOOR LLC	139.50	541623
AT&T CORP	6,675.01	541640
AT&T CORP	5,227.78	541641
AT&T CORP	1,017.82	541642
CHARTER COMMUNICATIONS	117.51	541654
FUNCTION 4 LLC	95.00	541676
		23,438.77*
MAINTENANCE-PORT ARTHUR		
ALL-PHASE ELECTRIC SUPPLY	197.20	541474
NOACK LOCKSMITH	149.00	541484
TRI-CON, INC.	165.27	541492
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	135.00	541514
PARKER'S BUILDING SUPPLY	7.50	541554
AMAZON CAPITAL SERVICES	239.99	541555
LOUIS' YAZOO SALES & SERVICE, LLC	355.20	541586
TEXAS GAS SERVICE	792.57	541610
CHARTER COMMUNICATIONS	379.25	541653
TREVIPIAY	174.74	541672
FUNCTION 4 LLC	190.00	541676
		2,785.72*
MAINTENANCE-MID COUNTY		
SETZER HARDWARE, INC.	37.43	541487
HOLLIER CONSTRUCTION CO LLC	1,250.00	541536
CENTERPOINT ENERGY RESOURCES CORP	138.41	541612
AMAZON CAPITAL SERVICES	363.55	541658
FUNCTION 4 LLC	95.00	541676
		1,884.39*
SERVICE CENTER		
HI-LINE	254.00	541479
SANITARY SUPPLY, INC.	232.91	541486
TRI-CON, INC.	3,242.18	541492
LIBERTY TIRE RECYCLING LLC	375.10	541515
MIGHTY OF SOUTHEAST TEXAS	1,199.99	541516
ADVANCE AUTO PARTS	1,240.96	541519
TOWN AND COUNTRY FORD	6,089.84	541558
TWIN CITY HONDA	36.00	541643
US BANK NATIONAL ASSOCIATION	200.00	541671
FUNCTION 4 LLC	95.00	541676
		12,965.98*
VETERANS SERVICE		
UNITED STATES POSTAL SERVICE	10.98	541606
FUNCTION 4 LLC	190.00	541676
		200.98*
		1,403,333.08**
MOSQUITO CONTROL FUND		
ACE IMAGEWEAR	85.65	541488
TEXAS DEPARTMENT OF AGRICULTURE	75.00	541528
AIRGAS USA, LLC	587.21	541539
CY-FAIR TIRE	31.95	541542
DEPARTMENT OF INFORMATION RESOURCES	.20	541600
CENTERPOINT ENERGY RESOURCES CORP	58.88	541612
TEXAS DEPARTMENT OF AGRICULTURE	75.00	541626
US BANK NATIONAL ASSOCIATION	109.40	541671
FUNCTION 4 LLC	95.00	541676
		1,118.29**
FAMILY GROUP CONFERENCING		

PGM: GMCOMMV2	DATE 07-28-2026	PAGE: 8
NAME	AMOUNT	CHECK NO. 285 TOTAL
FUNCTION 4 LLC	95.00	541676
J.C. FAMILY TREATMENT		95.00**
MARY BEVIL	25.00	541638
ROXANNE RENEE EVANS	972.00	541669
SECURITY FEE FUND		997.00**
ALLIED UNIVERSAL SECURITY SERVICES	10,992.96	541546
LAW LIBRARY FUND		10,992.96**
THOMSON REUTERS-WEST	2,692.14	541624
GRANT A STATE AID		2,692.14**
FULCRUM BIOMETRICS INC	825.00	541569
BI INCORPORATED	1,028.70	541599
YOUTH ADVOCATE PROGRAMS INC	5,771.11	541616
COMMUNITY SUPERVISION FND		7,624.81**
REDWOOD TOXICOLOGY LABORATORY INC	278.10	541512
CASH ADVANCE ACCOUNT	940.30	541583
UNITED STATES POSTAL SERVICE	127.07	541606
CHARTER COMMUNICATIONS	225.93	541652
US BANK NATIONAL ASSOCIATION	2,254.95	541671
FUNCTION 4 LLC	95.00	541676
COMMUNITY CORRECTIONS PRG		3,921.35**
FUNCTION 4 LLC	95.00	541676
DRUG DIVERSION PROGRAM		95.00**
FUNCTION 4 LLC	95.00	541676
COUNTY RECORDS MANAGEMENT		95.00**
JENNIFER TRENBEATH	15.75	541629
CONST. PCT. 2 EDUCATION		15.75**
CHRISTOPHER BATES	311.96	541622
HOTEL OCCUPANCY TAX FUND		311.96**
CINTAS, INC.	66.72	541473
4IMPRINT, INC.	2,176.53	541503
E L IRRIGATION AND LANDSCAPING	800.00	541510
LANDSCAPE FORMS	6,970.19	541511
FERGUSON ENTERPRISES INC	245.37	541532
AMAZON CAPITAL SERVICES	18.99	541555
WARREN EQUIPMENT CO.	91.86	541596
DEPARTMENT OF INFORMATION RESOURCES	.68	541600
AT&T CORP	265.00	541640
CHARTER COMMUNICATIONS	130.63	541648
US BANK NATIONAL ASSOCIATION	513.02	541671
DISTRICT CLK RECORDS MGMT		11,278.99**
FUNCTION 4 LLC	190.00	541676
CAPITAL PROJECTS FUND		190.00**
THE LABICHE ARCHITECTURAL GROUP	300.00	541469
TIM RICHARDSON	9,000.00	541522
AIRPORT FUND		9,300.00**
W.W. GRAINGER, INC.	61.12	541478
TRI-CON, INC.	4,785.40	541492

NAME	AMOUNT	CHECK NO. 286	TOTAL
TRONAIR	119,906.85	541493	
CRAWFORD ELECTRIC SUPPLY COMPANY	3,120.54	541518	
SILSBEE FORD INC	28,095.75	541523	
CAT5 RESOURCES LLC	945.00	541524	
GALLS LLC	2,355.25	541525	
HARTJE GRAHAM AIR CONDITIONING	410.22	541537	
TITAN AVIATION FUELS	94,398.76	541540	
ODP BUSINESS SOLUTIONS, LLC	174.94	541553	
HD SUPPLY FACILITIES MAINTENANCE	569.53	541567	
AMERICAN WELDING AND GAS INC	540.00	541570	
CENTERPOINT ENERGY RESOURCES CORP	171.62	541612	
CHARTER COMMUNICATIONS	125.65	541655	
AMAZON CAPITAL SERVICES	69.99	541658	
US BANK NATIONAL ASSOCIATION	1,896.00	541671	
FUNCTION 4 LLC	95.00	541676	
			257,721.62**
SE TX EMP. BENEFIT POOL			
UNITED HEALTHCARE SERVICES INC	188,396.64	541637	
RETIREE FIRST	236,023.74	541663	
LIVINITI LLC	644,687.78	541665	
RXCOMPASS LLC	18,914.00	541666	
LANTERN SPECIALTY CARE	152.84	541668	
			1,088,175.00**
SETEC FUND			
HB NEILD AND SONS INC	255.00	541483	
			255.00**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	600.00	541660	
US BANK NATIONAL ASSOCIATION	401.70	541671	
			1,001.70**
ARPA CORONAVIRUS RECOVERY			
TIDAL BASIN GOVERNMENT CONSULTING	17,020.00	541547	
			17,020.00**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	48,088.75	541547	
			48,088.75**
MARINE DIVISION			
W.W. GRAINGER, INC.	163.25	541478	
ADVANCED SYSTEMS & ALARM SERVICES,	65.33	541497	
CAT5 RESOURCES LLC	451.50	541524	
HELICOPTER WORK AIDS	380.00	541530	
VERIZON WIRELESS	197.95	541604	
			1,258.03**
SHERIFF - COMMISSARY			
MOTOROLA SOLUTIONS INC	48,634.20	541496	
TREVIPAY	69.00	541566	
TREVIPAY	69.00	541672	
			48,634.20**
			3,006,814.87***



PROCLAMATION

STATE OF TEXAS

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COMMISSIONERS COURT

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COUNTY OF JEFFERSON

§

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 28th day of July, 2026 on motion made and seconded, the following Proclamation was adopted:

Honoring and recognizing Prairie View A&M University on its 150th Anniversary

Whereas, Prairie View A&M University had its humble beginnings in the Texas Constitution of 1876, which created an Agricultural and Mechanical College. On August 14, 1876, the 15th legislature established the "Alta Vista Agricultural and Mechanical College of Texas for Colored Youth." The first eight students enrolled and began their studies on March 11, 1878, and

Whereas, Prairie View A&M University, the second oldest public institution of higher education in the state of Texas and the third largest Historically Black College/University in the nation, is designated as an "institution of the first class" in the Texas Constitution; enrollment exceeds 10,000 students and includes more than 85,000 graduates; and PVAMU is a Carnegie-classified high-research (R2) university and a member of The Texas A&M University System, dedicated to fulfilling its land-grant mission of excellence in teaching, research, and service; and

Whereas, Prairie View A&M University is committed to teaching, research, service, and outreach that improve lives and strengthen communities across Texas and beyond; and

Whereas, the University was originally a teaching college, but in 1887 the curriculum was expanded to include agriculture, nursing, arts, sciences, and mechanical arts; it became a land-grant institution on March 14, 1890; began offering baccalaureate degrees in 1919; and established graduate studies in 1937, offering advanced degrees in multiple academic fields; and

Whereas, in 1945, the name of the institution was changed to Prairie View University, and in 1947, the Texas Legislature authorized expanded academic offerings equivalent to those at other major public institutions; on August 27, 1973, the name was officially changed to Prairie View A&M University, affirming its status within The Texas A&M University System; and

Whereas, throughout its history, Prairie View A&M University has played a transformative role in expanding access to higher education, particularly for historically underrepresented communities, while fostering academic achievement, innovation, and civic engagement; and

Whereas, under the visionary leadership of President Dr. Tomikia P. LeGrande, Prairie View A&M University has embarked on the ambitious "Journey to Eminence" plan to elevate the institution as a premier public historically Black university and national model for student success, emphasizing research excellence, increased graduation rates, and strong post-graduate outcomes; and

Whereas, Prairie View A&M University is home to numerous distinguished research centers and institutes, including the National Center for Infrastructure Technology and the Texas Juvenile Crime Prevention Center, which advance knowledge, innovation, and community impact across disciplines; and

Whereas, at PVAMU, students are inspired to realize their potential and reimagine the future, benefiting from a vibrant campus community representing multiple states and countries, engaging in more than 170 student organizations, and excelling in academics, athletics, and professional development opportunities; and

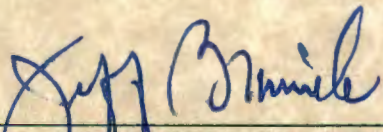
Whereas, the University's motto, "Prairie View Produces Productive People," is reflected in the integrity, leadership, and service demonstrated by its students, faculty, staff, alumni, and partners; and

Whereas, as the University commemorates its sesquicentennial anniversary, it has created a storied legacy of Productive Panthers dedicated to serving their communities, the state, the nation, and the world;

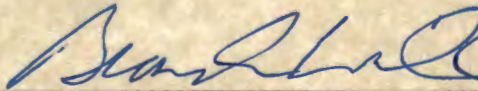
Whereas, the celebration of Prairie View A&M University's 150th Anniversary provides an opportunity to honor its historic contributions, recognize its present-day impact, and affirm collective support for its continued growth, excellence, and mission in the years ahead; and

Be it resolved that Jefferson County Texas Commissioners Court hereby recognizes Prairie View A&M University for its outstanding contributions to higher education and its unwavering commitment to excellence in teaching, research, and service, and extends its best wishes to the students, faculty, staff, administrators, and alumni as they continue to build on the University's proud legacy.

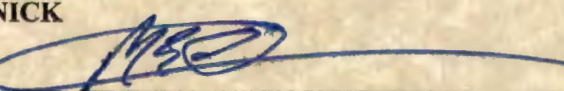
Signed this 28 of July, 2026



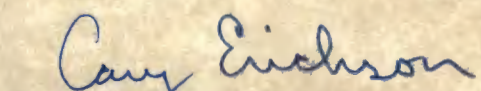
JUDGE JEFF R. BRANICK
County Judge



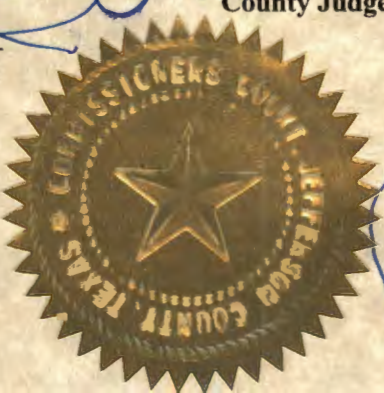
COMMISSIONER BRANDON WILLIS
Precinct No. 1

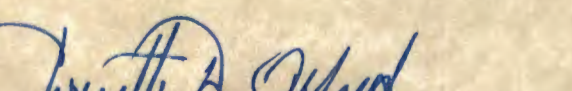


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2





COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

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COMMISSIONERS' COURT

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COUNTY OF JEFFERSON

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OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 28th day of July, 2026, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Brandon Willis, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Dennis Copeland has devoted 31 years and 10 months of his life serving the citizens of Jefferson County with pride and professionalism; and

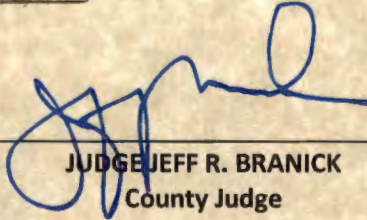
WHEREAS, Dennis Copeland has made an outstanding contribution to the Jefferson County Juvenile Probation Department and the quality of Juvenile Justice in Jefferson County. During his career with Jefferson County, He served admirably in the capacity of a Juvenile Detention Officer, Juvenile Probation Officer, Juvenile Casework Supervisor – Detention and Detention Superintendent.

WHEREAS, through hard work and commitment to excellence, Dennis Copeland has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Juvenile Probation Department, Dennis Copeland is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by his friends and co-workers.

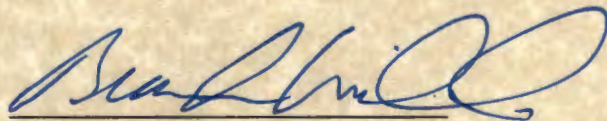
NOW, THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend Dennis Copeland for his dedicated service as a valuable employee of Jefferson County Juvenile Probation Department and wishes him well in his retirement.

SIGNED this 28 day of July, 2026.

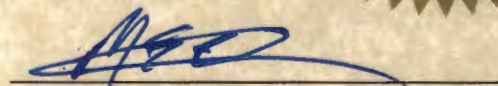


JUDGE JEFF R. BRANICK
County Judge

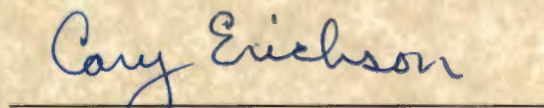




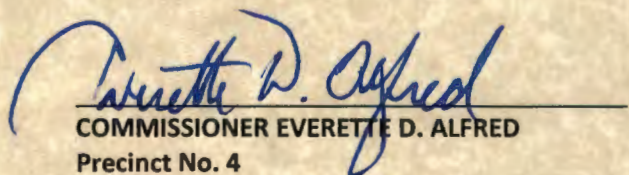
COMMISSIONER BRANDON WILLIS
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



**JEFFERSON COUNTY JUVENILE PROBATION DEPARTMENT
MINNIE ROGERS JUVENILE JUSTICE CENTER**

5326 Hwy 69 South
Beaumont, TX 77705
Ph: (409) 722-7474
Fx: (409) 726-2896

**Edward J. Cockrell, Sr.,
Chief Probation Officer**

900 Fourth Street
Port Arthur, TX 77640
Ph: (409) 983-8370
Fx: (409) 983-8348

MEMORANDUM

To: Maria Vargas
County Judge's Office

From: Edward J. Cockrell, Sr
Chief Juvenile Probation Officer

Date: July 17, 2026

Re: **Commissioners' Court Agenda , July 28, 2026**

Please place the following item on the Commissioners' Court agenda for July 28, 2026.

Juvenile Probation

- (a) Consider and possibly approve a Resolution recognizing Dennis Copeland for his 31 years and 10 months of service to the Jefferson County Juvenile Probation Department and wishing him well in retirement.



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 28th day of July, 2026, on motion duly made and seconded, the following Resolution was adopted:

WHEREAS, Michael Dixon has devoted **20 years and 2 months** of dedicated service to the citizens of Jefferson County, performing his duties with professionalism, integrity, and pride; and

WHEREAS, Michael Dixon has faithfully served as the **Lead Carpenter for the Jefferson County Precinct 3 Sub-Courthouse**, demonstrating exceptional craftsmanship, dedication, and commitment throughout his career; and

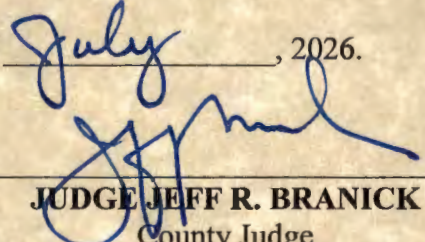
WHEREAS, through his hard work, leadership, and unwavering commitment to excellence, Michael Dixon has earned the respect and admiration of his colleagues, county officials, and the citizens of Jefferson County; and

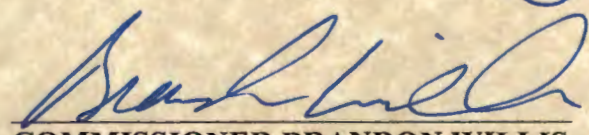
WHEREAS, Michael Dixon has made significant contributions to the Jefferson County Precinct 3 Maintenance Department, including the design and construction of Commissioner Sinegal's office, JP2 and JP8 offices, Airport Library workstations, Health Department Clinic workstations, and the creation of the gazebo and table crafted from a wooden tree at Popeye Holmes Park—his final project before retirement, leaving a lasting legacy for future generations; and

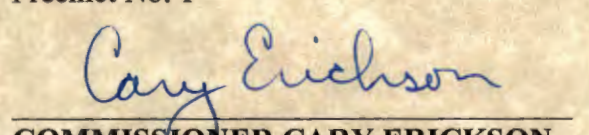
NOW, THEREFORE, BE IT RESOLVED, that the Jefferson County Commissioners Court hereby honors and commends **Michael Dixon** for his outstanding service, dedication, and lasting contributions to Jefferson County, and extends its sincere appreciation and best wishes for a healthy, happy, and fulfilling retirement.

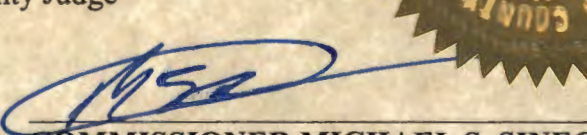
NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Michael Dixon for his dedicated service of Jefferson County and wishes well in retirement.

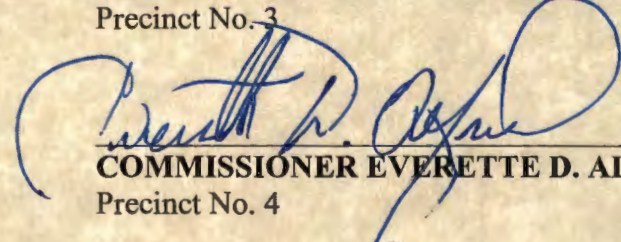
SIGNED this 28 day of July, 2026.


JUDGE JEFF R. BRANICK
County Judge


COMMISSIONER BRANDON WILLIS
Precinct No. 1


COMMISSIONER CARY ERICKSON
Precinct No. 2


COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3


COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

