

Special, 1/31/2023 10:30:00 AM

BE IT REMEMBERED that on January 31, 2023, 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 Vernon Pierce, 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
January 31, 2023

Jeff R. Branick, County Judge
Vernon Pierce, 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
January 31, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **31st** day of **January 2023** 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:

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

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

The following options are available:

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

Notice of Meeting and Agenda
January 31, 2023

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the end 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 end of the meeting as time allows.

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

*Notice of Meeting and Agenda
January 31, 2023*

PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility.

SEE ATTACHMENTS ON PAGES 14 - 81

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file Job Order Contract (JOC 23-011/MR) with Preferred Facilities Group USA for the Courthouse Café Kitchen Plumbing Repair in the amount of \$16,104.20; in accordance with 20/017MR-17 Choice Partners JOC Texas Contract.

SEE ATTACHMENTS ON PAGES 82 - 82

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c). Execute, receive and file Change Order No. 3 for Contract No. (RFQ) 20-051/JW, Professional Engineering Services for Taylor's Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County with DE Corporation (Dannenbaum Engineering) for additional Bid Phase, Construction Phase, and Project Management Services. This change order will increase the contract in the amount of \$79,951.00; bringing the total contract amount from \$644,613.49 up to \$724,564.49. Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This change order was approved by Commissioners' Court on Tuesday, January 17, 2023.

SEE ATTACHMENTS ON PAGES 83 - 83

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

Notice of Meeting and Agenda
January 31, 2023

- (d).Execute, receive and file Change Order No. 4 for Contract No. (RFQ) 20-051/JW, Professional Engineering Services for Taylor’s Bayou Drainage Improvements – Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Project for Jefferson County with DE Corporation (Dannenbaum Engineering) for additional bid Design Phase Services. This change order will increase the contract in the amount of \$51,050.00; bringing the total contract amount from \$724,564.49 up to \$775,614.49 Funding for the amount of this change order will be through a 50/50 split of the cost between the County and Drainage District No. 6. Funding has also been provided (prior to this change order) from the Texas General Land Office (CDBG-DR Grant/Contract No. 20-065-121-C408); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This change order was approved by Commissioners’ Court on Tuesday, January 17, 2023.

SEE ATTACHMENTS ON PAGES 84 - 84

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (e).Request approval to release retainage to RAMTEX Industrial, LLC. for (IFB 22-028/JW) Rehabilitation of Fuel Farm Pavement at the Jack Brooks Regional Airport in the amount of \$18,574.74 (Invoice No. 608-22730) pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is intended to be 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP) Grant #37.

SEE ATTACHMENTS ON PAGES 85 - 86

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (f).Consider and approve utilizing savings from Ford Park Turf Replacement and reallocating Pavilion Water Pump capital request (\$21,000.00) to fund Re-painting of Ford Fields Restrooms in the amount of \$25,409.00 and replacing Pitching Mounds in the amount of \$11,488.00.

SEE ATTACHMENTS ON PAGES 87 - 89

Notice of Meeting and Agenda
January 31, 2023

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

- (g). Consider and possibly approve inter-department transfer of a Cellebrite Cloud Analyzer, Asset Number 36846 from the District Attorney's Office to the Sheriff's Office as authorized by Local Government Code §262.011(j).

SEE ATTACHMENTS ON PAGES 90 - 92

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

- (h). Consider and possibly approve transfer of county property from Jefferson County District Attorney to the Beaumont Police Department. Equipment was purchased from the District Attorney's Special Crimes Unit Grant #3810501 as authorized by Local Government Code § 263.152 (4) (B).

SEE ATTACHMENTS ON PAGES 93 - 94

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer– Sheriff – replacement of two vehicles due to accident and major mechanical failure.

SEE ATTACHMENTS ON PAGES 95 - 98

120-3059-421-6007	AUTOMOBILES	\$88,171.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$88,171.00

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

- (b). Consider and approve budget transfer– Court Facility Fund – additional cameras in the courts. In addition, utilize current budgeted funds of \$30,000 for this project. Item has been approved by Security committee.

SEE ATTACHMENTS ON PAGES 99 - 100

838-0000-412-6014	BUILDINGS AND STRUCTURES	\$20,000.00	
838-0000-412-3084	MINOR EQUIPMENT		\$10,000.00
838-0000-412-4009	BUILDINGS AND GROUNDS		\$10,000.00

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

- (c). Consider and approve electronic disbursement for \$10,402,111.94 to State Comptroller for Intergovernmental Government Transfer for Jefferson County LPPF for the Uncompensated Care Program.

SEE ATTACHMENTS ON PAGES 101 - 101

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

- (d). Consider and approve accepting grant award modification 3 from High Intensity Drug Trafficking Area (HIDTA) program which is de-obligating unused funds in grant award number G21HN0029A.

SEE ATTACHMENTS ON PAGES 102 - 105

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

- (e). Consider and approve utilizing savings from turf replacement (\$25,338) and removing pavilion water pump capital request (\$21,000) in order to fund: repainting of Ford Field restrooms (\$25,409) and 12 new pitching mounds (\$11,488).

NO ATTACHMENTS

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

- (f). Regular County Bills – check #502847 through check #503095

SEE ATTACHMENTS ON PAGES 106 - 115

Notice of Meeting and Agenda
January 31, 2023

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

ADDENDUMS:

- (g). Consider and approve budget transfer for Beaumont Maintenance for replacement of flooring in the Sheriff's Dispatch Office. Flooring replacement is part of 911 upgrade.

SEE ATTACHMENTS ON PAGES 116 - 116

120-6083-416-6003	BUILDING - COURTHOUSE	\$12,300.00	
120-6083-416-4009	BUILDINGS AND GROUNDS		\$12,300.00

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

COUNTY AIRPORT:

- (a). Consider and possibly approve and authorize the County Judge to execute a Hangar Lease Amendment between Jefferson County and Stone Oak Management LLC. The amendment adds Hangar 7 Hangar Unit 2 to their lease.

SEE ATTACHMENTS ON PAGES 117 - 117

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

- (b). Consider and possibly approve and authorize the County Judge to execute a Hangar Lease Amendment" between Jefferson County and KUSA Aviation. The amendment adds Hangar 7 Storage Unit E to their lease.

SEE ATTACHMENTS ON PAGES 118 - 119

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

Notice of Meeting and Agenda
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COUNTY COMMISSIONERS:

- (a). Approve out of state travel to Washington DC for Jeff Branick to chair the NACO Gulf Coast Caucus meeting February 10-12, 2023. NACO to pay airfare and Jefferson County to pay one night hotel.

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (b). Receive and file affidavit of the County Judge pursuant to Section 171.004 Texas Local Government Code

SEE ATTACHMENTS ON PAGES 120 - 120

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (c). Consider and take action to set the place, date and time for the hearing to consider the Petition for Creation of Emergency Services District for the proposed Jefferson County Emergency Services District No. 5 pursuant to Sec. 775.015(b) of the Texas Health & Safety Code. (It is requested that the hearing be conducted on March 28, 2023 during Commissioners Court.)

NO ATTACHMENTS

Motion by: Erickson

Second by: Sinegal

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

Action: APPROVED

- (d). Conduct a public hearing to consider and possibly approve an order designating the Linde, Inc. property in the Beaumont ETJ, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

**Judge Branick opened the public hearing, being no comments,
 Judge Branick closed the public hearing.**

NO ATTACHMENTS

*Notice of Meeting and Agenda
January 31, 2023*

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

- (e). Consider and possibly approve an order designating the Linde, Inc. property in the Beaumont ETJ, TX as a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 121 - 122

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

- (f). Conduct a public hearing regarding approval of a Property Tax Agreement between Jefferson County and Linde, Inc. pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

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

- (g). Consider, possibly approve a Property Tax Agreement between Jefferson County and Linde, Inc. for the Linde Reinvestment Zone pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 123 - 142

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

- (h). Consider and possibly approve a proclamation for Salute to Texas Workforce Month 2023

SEE ATTACHMENTS ON PAGES 143 - 143

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

*Notice of Meeting and Agenda
January 31, 2023*

COUNTY TREASURER:

- (a).Receive and File Investment Schedule for December 2022, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 144 - 146

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Pipeline Permit 01-P-23 and Road Use Agreement between Jefferson County and Centana Intrastate Pipeline Company. For the purpose of permit renewal for existing operating pipe line for distribution in Jefferson County. This project is located in Precinct 4.

SEE ATTACHMENTS ON PAGES 147 - 161

Motion by: Alfred

Second by: Sinegal

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

Action: APPROVED

HUMAN RESOURCES:

- (a).Consider and possibly approve hiring Jeffry Phillips as the Assistant Emergency Management Coordinator at 105% of the salary range.

NO ATTACHMENTS

Motion by: Erickson

Second by: Pierce

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

Action: APPROVED

PUBLIC HEALTH:

- (a).Receive and file executed Affiliation Agreement between Jefferson County Health Department and Lamar Institute of Technology for Pharmacy Technician Students.

SEE ATTACHMENTS ON PAGES 162 - 168

*Notice of Meeting and Agenda
January 31, 2023*

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

RISK MANAGEMENT:

- (a). Consider and possibly approve the appointment of Rachael Dragulski by Commissioner Bo Alfred to the Southeast Texas Government Employee Benefits Pool Board of Trustees, effective January 31, 2023 for a three year term.

NO ATTACHMENTS

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

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve a Resolution recognizing George A. Nedd for his 12 years and 4 months of service to the Jefferson County Sheriff's Department and wishing him well in retirement.

SEE ATTACHMENTS ON PAGES 169 - 170

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
January 31, 2023

Special, January 31, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 31, 2023.

LEGAL NOTICE
Advertisement for Request for Proposal

January 31, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-006/MR), Inmate Food Service for Jefferson County Correctional Facility. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

There will be a Pre-Proposal Conference on Tuesday, February 7, 2023, at 2:00 pm CT in the Jefferson County Correctional Facility, located at 5030 Hwy 69 S, Beaumont, TX 77705.

PROPOSAL NAME: Inmate Food Service for Jefferson County Correctional Facility
PROPOSAL NUMBER: RFP 23-006/MR
DUE DATE/TIME: 11:00 AM CT, Wednesday, March 15, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

Any questions relating to these requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

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

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

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



Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
 February 1st & February 8th. 2023
The Examiner:
 February 2, 2023

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PROPOSAL SUBMITTAL CHECKLIST

The Proposer's attention is especially called to the items listed below, which must be submitted in full as part of the proposal.

Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal.

Proposer shall check each box indicating compliance.

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

THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided Inmate Food Service of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company's general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

Please read the "Proposal Submittal Checklist" included in this package.

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Inmate Food Service.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																											
<p>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.</p>		<p>OFFICE USE ONLY</p>																											
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**</p>																													
<p>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*</p>																													
<p>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. **BID/CONTRACT/PO NUMBER GOES HERE**</p>																													
<p>4</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 25%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 15%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**																				<p>5 Check only if there is NO Interested Party. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																									
		Controlling	Intermediary																										
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE - MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO																													
<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____.</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																													
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																													

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, a contract (executed in response to this Request for Proposal) may be subjected to unusual usage. Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in the contract shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the contract, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s). Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

1.16 EVALUATION

Jefferson County reserves the right to use all pertinent information (also learned from sources other than disclosed in the RFP process) that might affect the County's judgment as to the appropriateness of an award to the best evaluated Proposer. This information may be appended to the proposal evaluation process results. Information on a service provider from reliable sources, and not within the service provider's proposal, may also be noted and made part of the evaluation file. Jefferson County shall have sole responsibility for determining a reliable source. Jefferson County reserves the right to conduct written and/or oral discussions/interviews after the proposal opening. The purpose of such discussions/interviews is to provide clarification and/or additional information to make an award in the best interest of Jefferson County.

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of Jefferson County to increase the participation of 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.

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

Jefferson County reserves the right to test equipment, supplies, material and goods proposed for quality, compliance with specifications, and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the offer is subject to rejection.

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further

warrant that to its knowledge and best belief, no one being paid under the agreement between the County and the contractor, is engaged in any activities which would constitute a conflict of interest with respect to the purposes of said agreement.

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE**1.36.1 Definitions:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS
REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200**

(REVISED JUNE 2022)

REMEDIES

(For all awarded contracts with a value greater than \$150,000.00)

Any violation or breach of terms of this contract on the part of the Contractor or the Contractor's subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this contract. The duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. Any violation or breach of terms of this contract of the Contractor or the Contractor's sub-contractors will be subject to the remedies, including liquidated damages, described in the RFP specifications or Request for Proposal and the Client rules and regulations and special conditions which are incorporated herein by reference in their entirety.

TERMINATION FOR CAUSE AND CONVENIENCE

(For all awarded contracts with a value greater than \$10,000.00)

The Client reserves the right to terminate this contract for cause or convenience pursuant to the rules and regulations and special conditions which are incorporated herein by reference in their entirety.

EQUAL EMPLOYMENT OPPORTUNITY

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

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 non-discrimination 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 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.

DAVIS-BACON ACT AND COPELAND "ANTI-KICKBACK" ACT

(The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

1. *Minimum wages.*

- i. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in §5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - 2) The classification is utilized in the area by the construction industry; and
 - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

- i. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- ii. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.**

The Federal Agency and/or Client 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 the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1 (b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (*e.g.*, the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the federal agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the federal agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- 1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a) (3) (i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- 2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- 3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

- i. The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the federal agency or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- ii. **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. *Compliance with Copeland Act requirements.*

The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. *Subcontracts.*

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a) (I) through (10) and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. *Contract termination: debarment.*

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. *Compliance with Davis-Bacon and Related Act requirements.*

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. *Breach.*

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

10. *Disputes concerning labor standards.*

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

11. *Certification of eligibility.*

- 1) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis Bacon Act or 29 CFR 5.12(a)(I).
- 2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(I).
- 3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

(For all awarded contracts related to "mechanics and laborers" with a value greater than \$100,000.00)

- 1) **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the

case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

- 3) **Withholding for unpaid wages and liquidated damages.** The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
- 4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(This requirement **does not apply** to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households - Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement." If FEMA federal award meets definition of "funding agreement" under 37 CFR §401.2(a), for all awarded contracts related to experimental, developmental, or research work type contracts)

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401 (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the *Contractor* retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by *Contractor*

- (1) The *contractor* will disclose each subject invention to the *Federal Agency* within two months after the inventor discloses it in writing to *contractor* personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the *contract* under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the *agency*, the *Contractor* will promptly notify the *agency* of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the *contractor*.
- (2) The *Contractor* will elect in writing whether or not to retain title to any such invention by notifying the *Federal agency* within two years of disclosure to the *Federal agency*. However, in any case where publication, on sale or public use has initiated the one-year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the *agency* to a date that is no more than 60 days prior to the end of the statutory period.
- (3) The *contractor* will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. The *contractor* will file patent applications in additional countries or international patent offices within either ten months of the corresponding initial patent application or six months from the date permission is granted by the Commissioner of Patents and Trademarks to file foreign patent applications where such filing has been prohibited by a Secrecy Order.
- (4) Requests for extension of the time for disclosure, election, and filing under subparagraphs (1), (2), and (3) may, at the discretion of the *agency*, be granted.

(d) Conditions When the Government May Obtain Title

The *contractor* will convey to the *Federal agency*, upon written request, title to any subject invention-

- (1) If the *contractor* fails to disclose or elect title to the subject invention within the times specified in (c), above, or elects not to retain title; provided that the *agency* may only request title within 60 days after learning of the failure of the *contractor* to disclose or elect within the specified times.
- (2) In those countries in which the *contractor* fails to file patent applications within the times specified in (c) above; provided, however, that if the *contractor* has filed a patent application in a country after the times specified in (c) above, but prior to its receipt of the written request of the *Federal agency*, the *contractor* shall continue to retain title in that country.
- (3) In any country in which the *contractor* decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to *Contractor* and Protection of the *Contractor* Right to File

- (1) The *contractor* will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the *contractor* fails to disclose the invention within the times specified in (c), above. The *contractor's* license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the *contractor* is a party and includes the right to grant sublicenses of the same scope to the extent the *contractor* was legally obligated to do so at the time the *contract* was awarded. The license is transferable only with the approval of the *Federal* to

which the invention pertains.

- (2) The *contractor's* domestic license may be revoked or modified by the *funding Federal agency* to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and *agency* licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the *contractor* has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the *funding Federal agency* to the extent the *contractor*, its licensees, or the domestic subsidiaries or affiliates have failed to achieve practical application in that foreign country.
- (3) Before revocation or modification of the license, the *funding Federal agency* will furnish the *contractor* a written notice of its intention to revoke or modify the license, and the *contractor* will be allowed thirty days (or such other time as may be authorized by the *funding Federal agency* for good cause shown by the *contractor*) after the notice to show cause why the license should not be revoked or modified. The *contractor* has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and *agency* regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) *Contractor Action to Protect the Government's Interest*

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (1), above. The *contractor* shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.
- (3) The *contractor* will notify the *Federal agency* of any decisions not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than thirty days before the expiration of the response period required by the relevant patent office.
- (4) The *contractor* agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the *contract*) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) *Subcontracts*

- (1) The *contractor* will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work. The subcontractor will retain all rights provided for the *contractor* in this clause, and the *contractor* will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.
- (2) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the *agency*, subcontractor, and the *contractor* agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided,

however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

The *Contractor* agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the *contractor* or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the *agency* may reasonably specify. The *contractor* also agrees to provide additional reports as may be requested by the *agency* in connection with any march-in proceeding undertaken by the *agency* in accordance with paragraph (i) of this clause. As required by 35 U.S.C. 202(c) (5), the *agency* agrees it will not disclose such information to persons outside the government without permission of the *contractor*.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the *contractor* agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the *Federal agency* upon a showing by the *contractor* or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The *contractor* agrees that with respect to any subject invention in which it has acquired title, the *Federal agency* has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the *agency* to require the *contractor*, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the *contractor*, assignee, or exclusive licensee refuses such a request the *Federal agency* has the right to grant such a license itself if the *Federal agency* determines that:

- (1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.
- (2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the *contractor*, assignee or their licensees;
- (3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the *contractor*, assignee or licensees; or
- (4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for *Contracts* with Nonprofit Organizations

If the *contractor* is a nonprofit organization, it agrees that:

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and
- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to

practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Secretary applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

Any communications to be given hereunder by either party to the other shall be deemed to be duly given if set forth in writing and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested, as follows:

Written notices hereunder delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated five (5) days after deposit in the mail, post prepaid, certified, in accordance with this Paragraph.

CLEAN AIR ACT

(For all awarded contracts with a value greater than \$150,000.00)

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) 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

(For all awarded contracts with a value greater than \$150,000.00)

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) 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.

DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 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).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 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.

BYRD ANTI-LOBBYING AMENDMENT

(For all awarded contracts with a value greater than \$100,000.00.) ***Contractor must complete enclosed certification***

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

The Contractor 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 any 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 federally 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 contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.)

- (1) 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:
 - a) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.

The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, 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.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) 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.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client 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.

CHANGES

To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

DHS SEAL, LOGO, AND FLAGS

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using 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.

DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate and to the extent consistent with law, the Contractor agrees, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).

AFFIRMATIVE SOCIOECONOMIC STEPS

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) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

"License and Delivery of Works Subject to Copyright and Data Rights"

The Contractor grants to the Client a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the Client data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

Each Respondent shall ensure that required parts of the RFP response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Respondent is responsible for submitting: One (1) original and Five (5) response copies; with all copies to include a completed copy of this specifications packet, in its entirety.

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. <https://www.co.jefferson.tx.us/Purchasing/>

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, March 15, 2023

- Late responses will not be accepted and will be returned unopened to the Respondent.
- Jefferson County will not accept any responsibility for responses being delivered by third party carriers.
- RFP responses will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.
- Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this RFP.
- All responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.
- All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark at 409-835-8593 or email at: deb.clark@jeffcotx.us.

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16	(Monday)	Martin Luther King, Jr. Day
February 20	(Monday)	President's Day
April 7	(Friday)	Good Friday
May 29	(Monday)	Memorial Day
July 4	(Tuesday)	Independence Day
September 4	(Monday)	Labor Day
November 10	(Friday)	Veteran's Day
November 23 & 24	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Monday & Tuesday)	Christmas
January 1, 2024	(Monday)	New Year's

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

There will be a Pre-Proposal Conference on Tuesday, February 7, 2023, at 2:00 PM CT, at the Jefferson County Correctional Facility located at 5030 Hwy 69 S, Beaumont, TX 77705.

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at deb.clark@jeffcotx.us.

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Wednesday, March 8, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

January 31, 2023	Issuance of Request for Proposal
February 7, 2023	Pre-Proposal Conference
March 15, 2023	Deadline Submission (late proposals will not be considered)
March 17, 2023	Proposals distributed to Evaluation Committee
March 24, 2023	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
March 29, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
April 11, 2023	Recommendation for Award

Please note:

The above schedule of events is *tentative* in nature. Dates listed are subject to change.

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

Each proposal submitted in response to this RFP must be organized to correspond with those numbered sections of this RFP that require a response. Failure to arrange the proposal as requested may result in the disqualification of the proposal. Conciseness and clarity of content are emphasized and encouraged. Vague and general proposals will be considered non-responsive, and will result in disqualification. The response must be complete. Failure to provide the required information may result in the disqualification of the proposal. All pages of the proposal must be numbered and the proposal must contain an organized, paginated table of contents corresponding to the sections and pages of the proposal.

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 47)
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

The Proposer must submit a transmittal letter that identifies the entity submitting the proposal, and includes a commitment by that entity to provide the services required by the County. The transmittal letter must state that the proposal is valid for **(90)** days from the deadline for delivery of proposals to the County. Any proposal containing a term of less than **(90)** days for acceptance will be rejected as non-responsive.

The transmittal letter must be signed by a person legally authorized to bind the Proposer to the representations in the response. In the case of a joint proposal, each party must sign the transmittal letter. The Proposer also must indicate, in its transmittal letter, why it believes that it is the most qualified Proposer to provide the services described in this RFP.

The transmittal letter must include a statement of acceptance of the terms and conditions of the contract resulting from this RFP. If Proposer takes exception to any of the proposed terms and conditions stated in this RFP, those exceptions must be noted in the transmittal letter. However, Proposer must realize that failure to accept the terms specified in this proposal may result in disqualification of the proposal.

4.4 TABLE OF CONTENTS

Each proposal must be submitted with a table of contents that clearly identifies and denotes the location of each title and subtitle of the proposal. Additionally, the table of contents must clearly identify and denote the location of all enclosures of the proposal. The table of contents must follow the RFP's structure as much as is practical.

4.5 EXECUTIVE SUMMARY

The Proposer must provide an executive summary of its proposal that asserts that the Proposer is providing in its response all of the requirements of this RFP. The executive summary must not exceed three (3) pages, and must represent a full and concise summary of the contents of the proposal. The executive summary must not include any information concerning the cost of the proposal. The Proposer must identify any services that are provided beyond those specifically requested. If the Proposer is providing services that do not meet the specific requirements of this RFP, but in the opinion of the Proposer are equivalent or superior to those specifically requested, any such differences must be noted in the executive summary. However, the Proposer must realize that failure to provide the services specifically required may result in disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

Proposers must provide the following identifying information with their proposal submission:

- a. Name and address of business entity submitting the proposal;
- b. Type of business entity (i.e., corporation, partnership);
- c. Place of incorporation, if applicable;
- d. Name and location of major offices and other facilities that relate to the Proposer's performance under the terms of this RFP;
- e. Name, address, business and fax number of the Proposer's principal contact person regarding all contractual matters relating to this RFP;
- f. The Proposer's Federal Employer Identification Number, Jefferson County Vendor Number and Jefferson County Business License Number, if any;
- g. Full name and address for each member, partner, and employee of the Proposer (and any subcontractors) who will perform services on this project; and
- h. A statement regarding the financial stability of the Proposer, including the ability of the Proposer to perform the functions required by this RFP and to provide those services represented by the Proposer in its response.

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

The Proposer must provide resumes of all key personnel that will be involved in performing the project, and must provide for each person:

- a. Full name (including full middle name);
- b. An employment history;
- c. A specific description of relevant experience and skills that person has in connection with the conduct of financial advisory services that is the subject of this RFP (limit one page);
- d. A specific indication of what role the individual will have in this project; and
- e. Any additional helpful information to indicate the individual's ability to aid the Proposer in successfully performing the work involved in this RFP (limit to one page).

The resumes must present the required personnel in sufficient detail as to provide the County an indication that the personnel involved can perform the work specified in this RFP. All proposed personnel will be subject to the County approval.

Jefferson County is committed to using the selected Performance Review Company according to reasonable and well-planned timeframes, to the extent possible. Jefferson County is committed to making available its personnel in a similar manner to enable the Performance Review team able to perform its duties in a timely basis.

Each Proposer is required to make a statement as to the availability of key personnel to Jefferson County when required. The key personnel who are to work on this project, identified in the proposal as such, are considered to be essential to the services to be provided. No substitutions of key personnel following contract award will be made without the prior written consent of Jefferson County Commissioners' Court. All requested substitutes must be submitted to the Jefferson County Commissioners' Court, or, together with their resumes, for approval.

Each of the successful Proposer's personnel is subject to removal from this project by Jefferson County Commissioners' Court. In addition, if the person removed is among the project's key personnel, the replacement must be approved by Jefferson County Commissioners' Court. All replacements of key personnel will be paid at the same rate as the person who was replaced, unless the rate normally charged by the replacement is lower, in which case the lower rate will be paid. All replacements of key personnel must be of equal or superior experience as the person replaced.

If applicable, each Proposer must provide a detailed statement setting forth the proposed hourly billing rate for all key personnel, and for each additional staff member to be assigned to the project. The hours each of the key personnel and other staff members are projected to work on the project.

Each Proposer must provide any equipment, software, or data communication lines required by the successful Proposer's personnel to complete the work specified in this document. Each Proposer also must identify any personnel related through blood or marriage to the County or to any current employee of the County.

Each Proposer must provide an organizational chart covering the services offered in its proposal, indicating lines of authority, names, titles, and functions of individuals assigned. The Proposer must assign a contact person to the project.

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to provide Inmate Food Service for Jefferson County Correctional Facility.

Objective:

The Jefferson County Correctional Facility requests proposals for the operation of corrections food services. This is a Request for Proposal (RFP) from qualified food service companies (hereinafter referred to as Contractor) and not an offer nor an order by the Correctional Facility.

Scope of Services:

The Contractor shall provide all labor, supplies and food to provide complete food service to inmates and staff. Inmate labor will be provided by the Jefferson County Correctional Facility to assist in the preparation and service meals as well as cleaning of the kitchen and dining hall areas.

The Correctional Facility currently houses both male and female prisoners. The average daily population for 2022 is listed below. The population fluctuates daily and will continue to do so throughout the life of the contract. The Correctional Facility has 260 employees when fully staffed. The Correctional Facility guarantees no population, either inmate or staff, at any given time.

The Correctional Facility kitchen is equipped to provide adequate support for preparing approximately 3,500 meals per day and 270 staff meals per day. Meals are provided to all Correctional Facility inmates and LaSalle Facility inmates and staff three times per day. Inmate meals are served at 5:00 am, 11:00 am and 5:30 pm. The officer dining room is open for two hour periods at 12:30 am, 11:00 am and 4:15 pm. Serving trays used to serve inmate meals in the cell areas as well as the dining halls. Serving trays will be prepared for the LaSalle Facility and Jefferson County Staff will transport the meals to the LaSalle Facility.

Average Daily Population for 2022

Month	Correctional Facility Average Population	LaSalle Facility Average Population
January	841	305
February	793	317
March	805	317
April	855	314
May	873	319
June	906	311
July	896	292
August	911	275
September	853	284
October	950	314
November	912	314
December	816	308

Inmate Meal Standards

The Contractor must comply with all rules of the Texas Commission on Jail Standards regarding food service. This includes menus approved by a licensed dietician allowing for basic nutrition for meals and following physician prescribed diets for inmates. A licensed dietician shall approve all menus prior to service and annually thereafter unless there is a significant change in the menu that will need new approval. All meals served will be in compliance with the most recently published Recommended Dietary Allowances and Dietary Reference intakes for adult males as established by the National Academy of Sciences. Inmates shall be served 3 meals a day, 365 days a year.

The Contractor must submit a 2 week cycle menu and a 4 week cycle menu for consideration.

1. All menu items must be listed by weight or volume (cup, ounce, etc.)
2. Meal portions in casseroles must include cooked weight measurements of meat or meat equivalent per portion.
3. Appropriate condiments to be served must be included on the written menu.
4. Menus must provide an average of 2000 calories per day.
5. A variety of food flavors, textures, temperatures and appearances shall be used.

Medical Diets: There are currently 91 inmates receiving medical diet meals (diabetic, double portion, low sodium, food allergies).

Special Diets. There are currently 30 inmates receiving vegetarian/religious trays or trays that accommodate food allergies. (Kosher, Religious Holidays, Ramadan, Vegetarian)

Sack Meals: Sack meals are prepared for inmates that are out of the facility for court appearances, on work release, are in transit to another facility, or any other type of temporary release. Sack meals shall meet the minimum USDA daily caloric allowances for the portion of the daily meal consumed as a sack lunch. There are approximately 20-25 sack meals per meal at this time.

Snacks: Diabetic snacks must be provided for diabetic inmates at the Correctional Facility. There are currently 46 inmates receiving diabetic snacks.

Special Meals: The Contractor will provide special meals to the inmates on Thanksgiving and Christmas. Any other special meals will be mutually agreed upon by the Contractor and Jefferson County.

Staff/Visitor Meals

Staff and visitors meals shall be served 3 times a day, 365 days a year. Meals shall be served using disposable wares.

The Contractor must submit a 2 week cycle menu and a 4 week cycle menu for consideration.

Each meal shall include:

1. One hot entrée and one cold entrée
2. Two (2) side options to choose from
3. A salad bar
4. A dessert
5. Fountain drinks, coffee and water

Continuous coffee services shall be provided for staff and visitors 24 hours a day, 365 days a year.

Staff should be offered an ala carte menu for their own purchase. Please submit an ala carte menu. Ala carte items are not available now.

Jefferson County is also interested in a Point of Sale system for staff and visitors to utilize for ala carte purchases. This system would need to be web based and allow for prepaid account balances. Please submit information on a Point of Sale system if available from your company. This is not a requirement.

Equipment/Supplies

Jefferson County Correctional Facility will provide all equipment to prepare meals, trays for meal service, equipment to maintain the sanitation of the kitchen.

The Contractor shall provide all disposable wares to prepare and serve meals.

Terms:

The contract will be for a term of one (1) year from the date of the executed contract with an option to renew for four (4) additional one (1) year terms.

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

Cost Submittal Rates:

The cost per meal rate should include all costs required to prepare and serve meals as indicated in the Scope of Services of this Request for Proposal. The meal rate for the last food service contract was \$0.845 per meal in 2017.

Requirements:

The Contractor must have five (5) years of previous correctional feeding experience.

The Contractor must have the ability to start-up operations within 30 days from the date of the award of the contract.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included.

The proposal must include a sample timeline for the completion of each major task included in the proposal to the extent practicable, as well as projected completion dates for each major activity required. All proposals submitted in response to this RFP become the property of Jefferson County.

6.2 PROPOSER EXPERIENCE

The Successful Proposer must demonstrate extensive experience in and understanding of the nature of research and analysis required in order to carry out the intent of this project.

The proposal must identify all key personnel who are to be part of the proposed consultant team and detail their experience. Jefferson County Commissioners' Court reserves the right to approve each member of the team and to request substitutions.

The Proposer must describe in detail the current and historical experience the Proposer and its subcontractors have that would be relevant to completing the project. The Proposer must provide descriptions and references for all engagements of comparable complexity and sensitivity to the requirements of this RFP that have been conducted within the past five (5) years. References must contain the name of key contacts and a telephone number. The description of experience must be detailed and cover all relevant contracts that the Proposer and its subcontractors, as applicable, have had and all experience similar to this contract that qualifies the Proposer to meet the requirements of this contract. Included must be the names, titles, addresses, and current telephone numbers of organizations that may be contacted to verify qualifying experience

The Proposer must indicate whether the organizations so listed are included for the purpose of verifying the Proposer's qualifying experience, or the qualifying experience of its subcontractors. Each experience statement also must include the name and types of services directly provided by the Proposer under the contract, and whether the Proposer was the contractor or subcontractor.

The Proposer must briefly state why it believes its proposed services best meet the County's needs and RFP requirements, and the Proposer also must concisely describe any additional features, aspects, or advantages of its services in any relevant area not covered elsewhere in its proposal.

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

A. A description of services that may be utilized under this RFP includes:

1. Inmate food service.
2. Staff/Visitor food service.

6.4 LAWS AND REGULATIONS

The Inmate Food Service Firm(s) must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

The proposal evaluation and selection process is detailed in this section, as are other factors, and the format in which the cost response of each proposal must be submitted.

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 47 of these specifications** in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for **PAGE 47 of these specifications**, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

7.3 EVALUATION COMMITTEE

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Evaluation Committee for this Request for Proposals. The Purchasing Agent may appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

While Jefferson County appreciates a brief, straight-forward, and concise reply; proposer must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the proposer. The proposal document may be incorporated into any contract which results from this RFP, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

This refers to the proposal's complete responsiveness to all written specifications and requirements contained in this RFP.

b. IMPLEMENTATION PLAN – 25%

Emphasis is on the efficiency and comprehensiveness of the methods to be used in performing the services requested by this RFP and in managing the project.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar services to those requested by this RFP. It also refers to an evaluation of the quality of Proposer's performance on previous local government projects.

d. PERSONNEL QUALIFICATIONS – 15%

This refers to the number and qualifications of the professional personnel who would be assigned to the job. Consideration will be given to the percentage of time that each would spend on the project. It also refers to an evaluation of the quality of the performance by each member of the Proposer's project team on previous projects with the County and similar projects.

e. COST OF PROFESSIONAL SERVICES – 20%

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

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

COST PROPOSAL FORM

Using this form, each Proposer must state its proposed charges. Each Proposer's charges must include the entire cost of providing the services identified in this RFP.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Per Inmate Meal, per specifications	\$
Per Sack Lunch Meal, per specifications	\$
Per Snack, per specifications	\$
Per Staff/Visitor Meal, per specifications	\$
Name of Proposer:	
Signature:	
Title:	

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-006/MR) Inmate Food Service for Jefferson County Correctional Facility

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer:

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

<p>REQUIRED FORM</p> <p><u>Proposer:</u></p> <p>Please complete this form and include with proposal submission.</p>
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INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

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

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

REQUIRED FORM**Proposer:**

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

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

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes No 3. **Provide** HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant’s organization)?
- Yes No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
- Yes No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**Historically Underutilized Business (HUB)
Subcontracting Participation Declaration Form**

Page 3 of 4

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

Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: _____

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

Yes

No

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2023

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

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



Mailing Address:
PO Box 20658
Beaumont, TX 77720-0658

(409) 842-8181
(409) 842-2274
pfg@pfg-usa.com
pfg-usa.com

March 2, 2022

Greg Keller
Jefferson County
1149 Pearl
Beaumont, Texas 77701

Project: "Jefferson County Courthouse Cafe"

Subject: "Proposal"

Job Order Contracting

Co-Op Purchasing Agreements

Indefinite Delivery, Indefinite
Quantity - IDIQ

Multiple Award Construction
Contracts - MACC

Task Order Contracts
TOC

Construction Management -
Agent or At-Risk

Design Build

Government

Commercial

Education

Industrial

Infrastructure

Communications

Corporate/Retail

Assembly

Dear Mr. Keller

We are pleased to submit our proposal utilizing our 20/017MR-17 Choice Partners JOC Texas Contract based on local CCI and our coefficient of .89.

Proposal Recap:

- New floor sink furnished and installed.
- Disconnect existing sink.
- Reconnect existing sink and drain lines to floor sink.
- Concrete break and pour back for floor sink.
- Demo and replace 500 sq ft VCT floor tile.
- Demo and replace 140 lf vinyl base.
- Prep and paint 2 double doors and frames and 2 single doors and frames.

Proposal Cost	\$	16,104.20
Bond (if applicable)	\$	_____
Total Price	\$	16,104.20

Exclusions:

Unforeseen items beyond specified scope listed above, overtime, and liquidated damages.

We estimate approximately ten (10) working days to complete upon material delivery.

This pricing is based on recommended work hours of Monday thru Friday 7:00 am to 5:00 pm. Once accepted this proposal turns into a lump sum contract. Please contact us at 409-842-8293 at your convenience to discuss this estimate.

Respectfully submitted,
Preferred Facilities Group - USA

Michael Waidley
Division Manager

cc: PFG/file
22-0023

JEFFERSON COUNTY, TEXAS

Jeff Branick, County Judge

ATTEST
DATE 1/31/2023



CHANGE ORDER NO. 3



PROFESSIONAL SERVICES AGREEMENT - AMENDMENT #2A

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Project Number: 20-051/JW
Date: 1/25/2023

Project Name: Taylor Bayou Drainage Mitigation and SH124 Bridge Replacement

Description of Services: Bid Phase and Construction Phase Services.

Deliverables: As necessary during construction

Schedule: Advertisement Date: 1/9/2023
Letting Date: 2/2/2023

Compensation Type: Time and Material

Current Contract Amount: \$695,663.49

Amount of this Amendment: \$ 79,951.00

Revised Total Amount Authorized: \$775,614.49

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

Jefferson County, Texas

By:

Name:

Title:

Date:

Attest:

Date:

DE Corp.

By:

Name:

Title:

Date:

[Signature]
Jeff R. Branick

Jefferson county judge

January 31, 2023

[Signature]

1/31/2023

[Signature]

Nick Bokare, P.E.

Chief Operating Officer

January 25, 2023





PROFESSIONAL SERVICES AGREEMENT - AMENDMENT #2B

Jefferson County, Texas
1149 Pearl Street
Beaumont, TX 77701

Project Number: 20-051/JW

Date: 1/25/2023

Project Name: Taylor Bayou Drainage Mitigation and SH124 Bridge Replacement

Description of Services: Revise design to add the shared use path and geotechnical work for temporary road.

Deliverables: Revised 100% Plans

Schedule: Revised 100% Plan Submission
Date: October 28, 2022

Compensation Type: Lump Sum Fee

Current Contract Amount: \$ 644,613.49

Amount of this Amendment: \$ 51,050.00

Revised Total Amount Authorized: \$695,663.49

The services described above shall proceed as amended upon execution of this Amendment. All other provisions, terms, and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.

Jefferson County, Texas

By:

Name:

Title:

Date:

[Handwritten Signature]

Jeff R. Branick

Jefferson County Judge

January 31, 2023

DE Corp.

By:

Name:

Title:

January 25, 2023

[Handwritten Signature]

Nick Bokale, P.E.

Chief Operating Officer

Attest:

Date:

[Handwritten Signature]

1/31/2023





January 18, 2022

Jefferson County Purchasing Department
Attn: Jamey West
1149 Pearl Street 1st Floor
Beaumont, TX 77701

RE: Rehabilitation of Fuel Farm Pavement – Jack Brooks Regional Airport
Project Number IFB 22-028/JW
Engineers Final Acceptance

Dear Ms. West,

The final inspection for the above referenced project was conducted on December 6, 2022, and RAMTEX Construction was provided with the punch list. Cross Plus completed the punch list repairs on December 8, 2022. There are no outstanding work items. The construction project was completed in general conformance with the contract documents. The Solco Group, LLC (TSG) recommends the closeout of the project.

Notice to Proceed was issued by the Jefferson County on October 24, 2022. Contract schedule was extended by 9 calendar days due to weather events and the contract completion date extended to from 30 days to 39 days. There is no liquidated damage caused by delayed performance or non-performance of the Contractor.

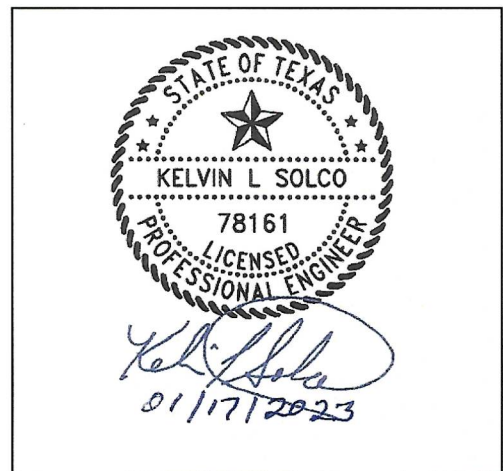
TSG recommends payment of the final invoice dated December 12, 2022, of \$18,574.74 (retainage). A copy of the final quantity reconciliation change order is attached.

If you have any questions, please do not hesitate to call.

Sincerely,

Kelvin L. Solco, P.E.
The Solco Group, LLC

Enclosures: Reconciliation Change Order
cc: Esther Salazar
Project Manager, RAMTEX





INVOICE

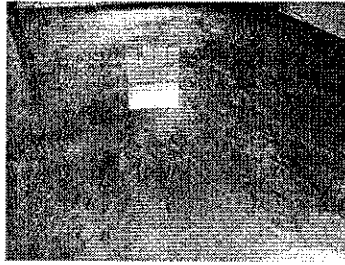
Website: www.RAMTEX.net
 Email: Jordan@RAMTEX.net
 P.O. Box 21397, Beaumont TX 77720
 O: 409-983-5555 F: 409-985-7762

Invoice #		Date	
608-22730		12/12/2022	
RAMTEX Job Description		RAMTEX JOB #	
Jack Brooks Regional Airport Rehabilitation of Fuel Farm Pavement		22730	
PO No.		Terms	Due Date
IFB 22-028/JW		30 Days Upon Receipt	1/11/2023

Bill To
Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701
Attn: Jamey West Email: JWest@co.jefferson.tx.us Telephone: 409-835-8793

Base Contract/Change Order Description	Total Budget Approved	Qty	Unit of Measure	Unit Price	Prior Billings		This Invoice	
					QTY Billed	\$ Billed	QTY Billed	\$ Billed
Retainage								
Retainage from invoice 607-22730	\$ 18,574.74	1		\$ 18,574.74	0	\$ -	1	\$ 18,574.74
TOTAL CONTRACT VALUE		% Previously Billed	Total Amount Previously Billed	% Billed on this invoice	Subtotal			
\$196,786.70		0%	\$0.00	9%	\$ 18,574.74			
LESS RETAINAGE (0%)						\$ -		
TOTAL INVOICE AMOUNT						\$ 18,574.74		

AB
 Blanket 087372
 513. 7091.463.6017
 CAG-002
 AIP Grant 37
 4800183720



Ford Park Complete Est

Submitted By:

Mike's Custom Painting

Beaumont TX 77706

United States

Work: 409-351-3025

dragonmikeb234@yahoo.com

www.mikescustompainting.com

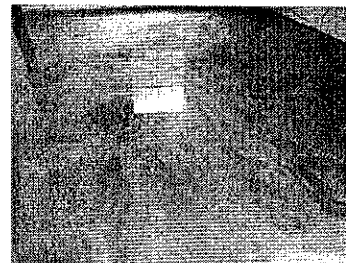
Mike's Custom Painting

Beaumont TX 77706
United States

Work: 409-351-3025

dragonmikeb234@yahoo.com

www.mikescustompainting.com



Estimate

Job Name	Ford Park Complete Est
Job Number	355
Issue Date	January 20, 2023
Valid Until	February 19, 2023

Item	Quantity	Amount
Paint and epoxy		\$25,408.75

Paint and epoxy	25,408.75 Ea	\$25,408.75
-----------------	--------------	-------------

Epoxy floors

Mens RR

Womens RR

Family RR

Directors room -

Materials. (Est) \$5,623

Labor \$6,135

Repaint

Men and Womens Rest rooms

Walls

Ceilings

Materials (Est) \$1,850

Labor \$8,000

Front awning -

Wash

Grind/sand - repaint industrial enamel-

Materials (Est) \$400

Labor \$3,400

Customer supplies lift.

Estimates provides labor and materials used to complete the job.

Price	\$25,408.75
-------	-------------

Date 1/20/23

Mike Berryhill
Mike's Custom Painting



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 black ink, appearing to be "DC", is written to the right of the name "Deborah Clark".

Date: January 31, 2023

Re: Inter-Department Transfer of County Property

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

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

INTER-DEPARTMENT PROPERTY TRANSFER

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERING	SERIAL NO.	ASSET NO.	DEPARTMENT RECEIVING
	PROPERTY			PROPERTY
CELLEBRITE CLOUD ANALYZER	DISTRICT ATTORNEY		36846	SHERIFF



PURCHASING DEPARTMENT

TRANSMITTAL FORM

MOVABLE PROPERTY SURPLUS/TRANSFER REQUEST FORM
(Use a Separate Form for Different Dispositions)

1. The following department requests transmittal of property as described.

Department Name: District Attorney Date: 1/4/2023

Approved by: James Arceneaux Phone: 4098358550 Fax:

Requested disposition:

- Transfer items to Purchasing Department Property Control.
- Transfer tagged property to SHERIFF'S Department.

Note: If property has already been moved, completion of #3 below is required.

Property No.	Description of Property	Location	Condition
34846 36846	Cellebrite	Sheriff's Office	good
<i>verified via court register/DA email request</i>			

Forward this form to Purchasing when section above is complete.

2. MIS Department approval (for computer and computer-related equipment)

- Equipment is usable for another department.
- Equipment is usable for parts.
- Equipment is unusable or obsolete.

Forward this form to Purchasing when section above is complete.

3. Disposition by Purchasing

- Surplus.
- To be transferred to another department as indicated.
- Scrap.

Authorized by Purchasing Dept. Date

4. Maintenance Department Action

Item(s) moved by: Date

5. Receiving Department Action

Received by: Date 1/5/23

Forward this form to Purchasing when section above is complete.



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: January 31, 2023

Re: County Property Transfer to Beaumont Police Department

Consider and possibly approve transfer of county property from Jefferson County District Attorney to the Beaumont Police Department is equipment was purchased from the District Attorney's Special Crimes Unit Grant #3810501.

Thank you.

JEFFERSON COUNTY, TEXAS
 1149 PEARL STREET
 BEAUMONT, TX 77701

PROPERTY TRANSFER TO
 BEAUMONT POLICE DEPARTMENT

DESCRIPTION OF PROPERTY	DEPARTMENT TRANSFERING PROPERTY	ASSET NO.	DEPARTMENT RECEIVING PROPERTY
CELLEBRITE UFED 4 PC	DISTRICT ATTORNEY	36613	BEAUMONT POLICE
CELLEBRITE UFED 4 PC	DISTRICT ATTORNEY	36614	BEAUMONT POLICE
BERLAIVE TOOLKIT	DISTRICT ATTORNEY	36800	BEAUMONT POLICE
BERLAIVE TOOLKIT	DISTRICT ATTORNEY	36801	BEAUMONT POLICE
DELL LATITUDE 5410 LAPTOP	DISTRICT ATTORNEY	36822	BEAUMONT POLICE
DELL LATITUDE 5410 LAPTOP	DISTRICT ATTORNEY	36823	BEAUMONT POLICE
MICROSOFT SURFACE PRO 7 PC	DISTRICT ATTORNEY	36837	BEAUMONT POLICE
MICROSOFT SURFACE PRO 7 PC	DISTRICT ATTORNEY	36838	BEAUMONT POLICE
MICROSOFT SURFACE PRO 7 PC	DISTRICT ATTORNEY	36839	BEAUMONT POLICE
TEXANS BASEBALL HAT W/CAMERA	DISTRICT ATTORNEY	36840	BEAUMONT POLICE
MONSTER ENERGY DRINK CAN	DISTRICT ATTORNEY	36841	BEAUMONT POLICE
SKOAL DIP CAN W/CAMERA	DISTRICT ATTORNEY	36842	BEAUMONT POLICE
OCULUS NXTGEN RECORDER	DISTRICT ATTORNEY	36843	BEAUMONT POLICE
MICRO OCULUS KIT 2	DISTRICT ATTORNEY	36844	BEAUMONT POLICE
ALPHA SCALE AUDIO VIDEO RECORDER	DISTRICT ATTORNEY	36845	BEAUMONT POLICE
CELLEBRITE CLOUD ANALYZER	DISTRICT ATTORNEY	36847	BEAUMONT POLICE
DELL LATITUDE 5510 LAPTOP	DISTRICT ATTORNEY	36849	BEAUMONT POLICE
DELL LATITUDE 5510 LAPTOP	DISTRICT ATTORNEY	36850	BEAUMONT POLICE
DELL LATITUDE 5510 LAPTOP	DISTRICT ATTORNEY	36851	BEAUMONT POLICE

Approved by Commissioners' Court: _____



JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement
dmiller@co.jefferson.tx.us

John Shaubarger

Chief of Corrections
jshaubarger@co.jefferson.tx.us

Date: January 20, 2023

To: Jefferson County Auditor Patrick Swain
Cc: Fran Lee

Ref: Replacement of Vehicles

On January 16, 2023, Deputy Jordan Silva was in pursuit of a stolen vehicle. He was driving his marked patrol unit #1254. Before making the arrest, the Jefferson County Sheriff's patrol unit was involved in a collision with the vehicle being pursued. Also, Deputy Keith Davis's vehicle engine sustained a major mechanical failure in his patrol unit #1241.

The Jefferson County Service Center Director examined both vehicles. He recommended that Deputy Silva's car 1254 damages were beyond repair and needed to be replaced. He stated that the car would require a new motor for Keith Davis's vehicle, and due to vehicle parts shortage, an engine is not available for the car. Even though both vehicles are high mileage, they were planned to be in the fleet for another budget year. Therefore, the Sheriff Office did not request for these vehicles to be replaced during budget hearings. I recommend that the Jefferson County Auditor's offices replace these vehicles with the Sheriff's Office. I have attempted to get quotes for a new Ford Explorer but have been advised that I can only receive a quote in January 2024 due to a shortage of vehicles. However, I obtained a quote for a patrol Tahoe, and the price of a single unit is 44,085.20. This price does not include the equipment needed to equip the patrol vehicle.

If you have any questions about the vehicles, don't hesitate to contact me or email me.

Thanks,

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division
C: (409)284-1082
E: donta.miller@jeffcotx.us

Total loss of vehicle unit# 1254

Joe Zurita <Joe.Zurita@jeffcotx.us>

Wed 1/18/2023 9:52 AM

To: Donta Miller <Donta.Miller@jeffcotx.us>

Cc: Deb Syphrett-Clark <syphrett@co.jefferson.tx.us>; Mistey Reeves <Mistey.Reeves@jeffcotx.us>; Patrick Swain <Patrick.Swain@jeffcotx.us>

Good morning, as you may already know the vehicle accident that occurred over the holiday weekend sustained major body and frame damage. I personally have estimated that the vehicle repair exceeds the value of the vehicle prior to the accident. I am recommending unit 1254 to be replaced. In addition unit 1241 has sustained a major mechanical failure that requires a new motor. Due to parts shortage a motor is not available for this vehicle at this time and do not have an estimated time of availability. Due to vehicle shortage these two units were to remain in the Sheriff's fleet an estimated of two more budget years. It is my opinion that these two units require replacing and updated equipment for the new vehicles. If you have any questions concerning this matter please feel free to contact by email. Thank you and have a great day.

Joe Zurita

Director Of Jefferson County Service Center

7789 Viterbo Rd

Beaumont, Tx 77705

409-719-5937

BUYBOARD # 521-16
Vehicles and Heavy Duty Trucks
PRODUCT PRICING SUMMARY BASED ON CONTRACT
VENDOR: SILSBEE FORD & SILSBEE TOYOTA
1211 U.S. HWY 96N
SILSBEE, TX 77656

End User: JEFFERSON COUNTY Silsbee Rep: KEN DURBIN
 Contact: DONTA MILLER MO # 284-1082 Phone/email: KDURBIN.COWBOYFLEET@GMA
 Phone/email: DONTA.MILLER@JEFFERSONCOTX.US Date: Wednesday, January 18, 2023
 Product Description: CHEVROLET TAHOE

A. Bid Series: 10 A. Base Price: \$ 32,089.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
1	CHEVROLET TAHOE	\$ 3,445.00		BLACK EXT / GRAY INT	
1	5.3L V-8 GAS ENGINE				
	POWER GROUP / WINDOWS & LOCKS			CUSTOMER PICK UP	
	REAR VIEW CAMERA				
	BLUE TOOTH				
	REVERSE SENSING				
	REMOTE START				
	RUNNING BOARDS				
1	LED LEFT SPOTLIGHT	\$ 699.00			
2	LED INTERIOR MINI LIGHTS	\$ 285.00			
Total of B. Published Options:					\$ 4,429.00

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 18.1 %

Options	Bid Price	Options	Bid Price
RADIO SUPPERSSION PKG.	\$ 125.00		
2023 MODEL UPGRADE	\$ 6,485.00		
Total of C. Unpublished Options:			\$ 6,610.00

D. Pre-delivery Inspection: \$ -

E. Texas State Inspection: \$ -

F. Manufacturer Destination/Delivery: \$ -

G. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ 445.75

H. Lot Insurance (for in-stock and/or equipped vehicles): \$ 111.45

I. Contract Price Adjustment: _____

J. Additional Delivery Charge: 0 miles \$ -

K. Subtotal: \$ 43,685.20

L. Quantity Ordered 1 x K = \$ 43,685.20

M. Trade in: _____

N. BUYBOARD Administrative Fee (\$400 per purchase order)

\$	400.00
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O. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$	44,085.20
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MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET TRANSFER
DATE: JANUARY 23, 2023

The following budget transfer for the Court Facility Fund is necessary to provide for additional cameras in the Courts. In addition to this transfer, \$30,000 will be utilize in current budget for the Building & Structures line item. The Security committee has approved this request.

838-0000-412-6017	Capital – Buildings & Structures	\$20,000
838-0000-412-3084	Minor Equipment	\$10,000
838-0000-412-4009	Buildings & Grounds	\$10,000



Wave Solutions LLC

5420 Cole Road
Beaumont, TX 77708

Estimate

Date	Estimate #
9/22/2022	7315

Name / Address
Jefferson County 1149 Pearl Street Beaumont, Texas 77701

			Project
Description	Qty	Cost	Total
REQUESTED ADDITIONAL CAMERAS FROM WALK THRU WITH SECURITY AND MAINTENANCE DEPTS Necessary Server Upgrades to meet demand of additional cameras Additional Hard Drive space w/megaraid and RAID5 for 112TB of useable Server Case Expansion to support Additional Drive space Highpoint 3740C expansion Raid Upgrade (expandable up to 16 Drives) 1000W Power supply upgrade to support drives Camera System MEGApix Weather Resistant 5 Megapixel Star-Light Plus, ABOVE IN DOME OR BULLET BASED ON LOCATION Camera locations and lists on attached Spreadsheet DW License Fees **assumes cat6 wire installed by owner IT dept - 1 per camera **assumes POE switch ports and IP addresses available from IT dept 8MP ultra-wide PANO view single-sensor IP bullet camera with analytics (upgraded from standard dome for \$600..normally \$1495) Annex front corner Main courthouse facing Milam (walkway cam)	1	2,150.00	2,150.00
	1	899.00	899.00
	1	549.00	549.00
	1	299.00	299.00
	34	865.00	29,410.00
	38	199.00	7,562.00
	2	600.00	1,200.00
360 MegaPix IVA Fisheye with Intelligent Video Analytics for Felony Holding Outside Sherrif maintenance hallway Annex Hallway	4	1,695.00	6,780.00
		Total	\$48,849.00

Customer Signature

UC DY12 Advance IGT - Jefferson County LPPF

Kelly O'Brien <kelly@ahcv.com>

Wed 1/25/2023 3:02 PM

To: Fran Lee <Fran.Lee@jeffcotx.us>; Patrick Swain <Patrick.Swain@jeffcotx.us>

Cc: Justin Flores <justin@ahcv.com>; Colt Sullivan <colt@ahcv.com>

Hello Jefferson County Team,

As you know, the upcoming UC DY12 Advance IGT is taking place on **Wednesday, February 1st**. Accordingly, the hospitals participating within the **Jefferson County LPPF** would like to request the following IGT amount noted below. (Please review the accompanying allocation form.)

- **Jefferson SDA: \$10,402,111.94**

HHSC requires this amount to be entered into TexNet no later than the close of business **2/1/2023 with a settlement date of 2/2/2023**. 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 Sheet and allocation form to PFD_UC_Payments@hhs.texas.gov.

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

Please do not hesitate to contact us with any questions.

Thank you,
Kelly

Kelly O'Brien

Adelanto HealthCare Ventures L.L.C.

401 W. 15th Street, Suite 840 | Austin, TX 78701

Main Office: (512) 322-9413

Direct: (802) 825-2466

<http://www.ahcv.com>



December 21, 2022

Judge Jeff Branick
County of Jefferson
1149 Pearl Street, 7th Floor
Beaumont, TX 77701-3600

Dear Judge Branick:

Grant number G21HN0029A has been decreased and now totals \$44,945.84.

The original of Modification 3 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

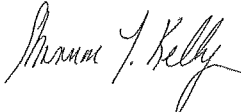
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge Jeff Branick County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600		4. Award Number: G21HN0029A	
		5. Grant Period: From 01/01/2021 to 12/31/2022	
1A. Subrecipient IRS/Vendor No.	6. Date: 12/21/2022	7. Action	
Subrecipient Name and Address	8. Supplement Number 3	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$52,100.00	
3. Project Title	10. Amount of This Award:	(\$7,154.16)	
South East Texas Drug Enforcement Task Force	11. Total Award:	\$44,945.84	
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 116-260 H.R.133			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director		15. Typed Name and Title of Authorized Official Jeff Branick Judge	
16. Signature of Approving ONDCP Official 		17. Signature of Authorized Recipient/Date	
AGENCY USE ONLY			
18. Accounting Classification Code UEI: EKC1BVNLJXA8 DUNS: 010807535 EIN: 1746000291A3		19. HIDTA AWARD OND1070DB2122XX OND6113 OND2000000000 OC 410001 JID: 81769	

Initiative Cash by HIDTA

FY 2021

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	44,945.84	Investigation	G21HN0029A
	Agency Total : County of Jefferson		44,945.84		
Total			44,945.84		

Budget Detail

2021 - Houston

Initiative - South East Texas Drug Enforcement Task Force

Investigation

Award Recipient - County of Jefferson (G21HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)

(\$7,154.16)

Services	Quantity	Amount
Services		(\$7,154.16)
Total Services		(\$7,154.16)
Total Budget		(\$7,154.16)

NAME	AMOUNT	CHECK NO. 106	TOTAL
JURY FUND			
DAWN DONUTS	141.00	503036	141.00**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	414.44	502894	
METAL-MART	134.58	502896	
MID-COUNTY ALTERNATOR	135.00	502897	
AT&T	88.80	502914	
TAC - TEXAS ASSN. OF COUNTIES	275.00	502917	
SOUTHERN TIRE MART, LLC	45.00	502925	
DEPARTMENT OF INFORMATION RESOURCES	.01	502930	
VERIZON WIRELESS	75.98	502950	
ATTABOY TERMITE & PEST CONTROL	48.90	503000	
ADVANCE AUTO PARTS	441.28	503019	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
MUNRO'S UNIFORM SERVICES, LLC	30.85	503086	1,788.84**
ROAD & BRIDGE PCT.#2			
DYNAMIC POWER SYSTEM, INC.	3,688.56	502867	
CARY ERICKSON	783.92	502872	
RITTER @ HOME	181.95	502903	
SETZER HARDWARE, INC.	65.16	502908	
SMART'S TRUCK & TRAILER, INC.	145.76	502910	
BUMPER TO BUMPER	371.04	502980	
NEW WAVE WELDING TECHNOLOGY	7.75	502995	
ASCO	343.12	503021	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
MUNRO'S UNIFORM SERVICES, LLC	20.00	503086	5,706.26**
ROAD & BRIDGE PCT. # 3			
A&A EQUIPMENT	356.11	502847	
ABLE FASTENER, INC.	120.60	502849	
ENERGY	450.35	502881	
DEPARTMENT OF INFORMATION RESOURCES	.10	502930	
VERIZON WIRELESS	37.99	502950	
VULCAN INC	1,116.70	502972	
BEAUMONT FREIGHTLINER WESTERN STAR	364.16	502984	
CHARTER COMMUNICATIONS	142.23	503079	2,588.24**
ROAD & BRIDGE PCT.#4			
ABLE FASTENER, INC.	231.61	502849	
COASTAL WELDING SUPPLY INC	822.22	502864	
EASTEX RUBBER & GASKET	209.10	502868	
W.W. GRAINGER, INC.	2,808.06	502879	
GREATER PORT ARTHUR	175.00	502880	
CASH ADVANCE ACCOUNT	605.10	502889	
EVERETT D ALFRED	176.00	502973	
J&E WELDING INC	470.00	503014	
COTTON CARGO	37.45	503053	
GULF COAST	455.86	503055	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
DIRECTV, LLC	1,134.01	503075	
ODP BUSINESS SOLUTIONS, LLC	126.77	503084	
MUNRO'S UNIFORM SERVICES, LLC	150.04	503086	1,884.10**
ENGINEERING FUND			
VERIZON WIRELESS	125.54	502949	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	503063	
ODP BUSINESS SOLUTIONS, LLC	307.91	503084	708.45**
PARKS & RECREATION			
RITTER @ HOME	275.33	502903	
LOWE'S HOME CENTERS, INC.	392.79	502967	
SPRINT WASTE SERVICES LP	789.19	503026	1,457.31**
GENERAL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
CORMIER HOMES	322.50	503095	322.50*
TAX OFFICE			
ACE IMAGEWEAR	41.92	502909	
TAC - TEXAS ASSN. OF COUNTIES	375.00	502918	
DEPARTMENT OF INFORMATION RESOURCES	.06	502930	
UNITED STATES POSTAL SERVICE	410.46	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	503063	1,223.44*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	2.12	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
ODP BUSINESS SOLUTIONS, LLC	222.72	503084	323.84*
AUDITOR'S OFFICE			
TAC - TEXAS ASSN. OF COUNTIES	415.00	502916	
CDW COMPUTER CENTERS, INC.	168.45	502926	
UNITED STATES POSTAL SERVICE	266.54	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	503063	
ODP BUSINESS SOLUTIONS, LLC	240.40	503084	1,301.39*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	217.22	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	503063	626.22*
COUNTY JUDGE			
LAIRO DOWDEN, JR.	500.00	502866	
UNITED STATES POSTAL SERVICE	.49	502960	
ROCKY LAWDERMILK	2,250.00	502968	
JEFF R BRANICK	882.71	502990	
GRACE NICHOLS	450.00	502998	
HARVEY L WARREN III	2,700.00	503002	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	6,882.20*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.47	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
ODP BUSINESS SOLUTIONS, LLC	23.02	503084	123.49*
COUNTY TREASURER			
FED EX	71.30	502875	
UNITED STATES POSTAL SERVICE	166.86	502960	238.16*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	841.95	502869	
PORT ARTHUR NEWS, INC.	415.64	502901	
UNITED STATES POSTAL SERVICE	23.45	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	1,380.04*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	110.00	502889	
SPINDLETOP MHMR	34,666.91	502892	
CROWN CASTLE INTERNATIONAL	1,833.43	502977	
LJA ENGINEERING INC	520.00	503015	
FIBERLIGHT LLC	1,998.75	503065	
ABILITA	58,531.59	503067	
K2 TOWERS III, LLC	2,435.00	503072	
CHARTER COMMUNICATIONS	232.09	503080	
MCGRUFF INSURANCE SERVICES, INC	1,588.57	503085	101,916.34*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	927.55	502926	
VERIZON WIRELESS	75.98	502950	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
VOTERS REGISTRATION DEPT			1,102.53*
UNITED STATES POSTAL SERVICE	237.31	502960	
ELECTIONS DEPARTMENT			237.31*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
DISTRICT ATTORNEY			99.00*
PAUL ARVIZO	21.00	502850	
UNITED STATES POSTAL SERVICE	157.22	502960	
MCM ELEGANTE HOTEL	136.85	502985	
THOMSON REUTERS-WEST	4,331.55	503023	
TRANSUNION RISK AND ALTERNATIVE	481.40	503034	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	503063	
ODP BUSINESS SOLUTIONS, LLC	817.43	503084	
TOMMY COLEMAN	324.75	503092	
LAMAR JOHNSON	1,523.41	503093	
DISTRICT CLERK			8,301.61*
CARPENTER'S TIME CENTER INC.	60.00	502860	
UNITED STATES POSTAL SERVICE	293.11	502960	
FUNCTION 4 LLC	570.00	503043	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
ODP BUSINESS SOLUTIONS, LLC	38.41	503084	
CRIMINAL DISTRICT COURT			1,060.52*
NATHAN REYNOLDS, JR.	800.00	502902	
UNITED STATES POSTAL SERVICE	8.06	502960	
ADA V. CHRISTY, CSR	1,072.50	502971	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	503063	
ODP BUSINESS SOLUTIONS, LLC	317.50	503084	
58TH DISTRICT COURT			2,396.06*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
60TH DISTRICT COURT			99.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
136TH DISTRICT COURT			99.00*
LEXIS-NEXIS	172.00	502961	
172ND DISTRICT COURT			172.00*
CDW COMPUTER CENTERS, INC.	463.15	502926	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
252ND DISTRICT COURT			562.15*
TAMARA DEROUEN	242.00	502923	
UNITED STATES POSTAL SERVICE	.98	502960	
JOEL WEBB VAZQUEZ	800.00	502978	
SUMMER TANNER	2,139.50	502991	
RYAN GERTZ	2,943.75	503001	
WILLIAM MARCUS WILKERSON	900.00	503018	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
279TH DISTRICT COURT			7,125.23*
GERMER PLLC	77.00	502927	
LINDSAY LAW FIRM, PLLC	165.00	503009	
MATUSKA LAW FIRM	330.00	503027	
THE PARDUE LAW FIRM, PLLC	968.00	503060	
SHELANDER LAW OFFICE	110.00	503069	
317TH DISTRICT COURT			1,650.00*

NAME	AMOUNT	CHECK NO.	TOTAL
CHARLES ROJAS	1,125.00	502929	
GLEN M. CROCKER	475.00	502964	
DONEANE E. BECKCOM	600.00	502965	
LANGSTON ADAMS	600.00	502969	
JOEL WEBB VAZQUEZ	800.00	502978	
BRITTANIE HOLMES	150.00	503017	
MELANIE AIREY	75.00	503035	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
JUSTICE COURT-PCT 1 PL 1			3,924.00*
UNITED STATES POSTAL SERVICE	66.18	502960	
THOMSON REUTERS-WEST	129.50	503023	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
JUSTICE COURT-PCT 1 PL 2			294.68*
UNITED STATES POSTAL SERVICE	28.48	502960	
THOMSON REUTERS-WEST	129.50	503023	
JUSTICE COURT-PCT 2			157.98*
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	502987	
JUSTICE COURT-PCT 4			75.00*
AT&T	102.50	502915	
DEPARTMENT OF INFORMATION RESOURCES	.04	502930	
JUSTICE COURT-PCT 6			102.54*
UNITED STATES POSTAL SERVICE	39.48	502960	
THOMSON REUTERS-WEST	129.50	503023	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
JUSTICE COURT-PCT 7			267.98*
BEAUMONT ENTERPRISE	150.80	502870	
AT&T	44.43	502914	
DEPARTMENT OF INFORMATION RESOURCES	.10	502930	
TEXAS JUSTICE CT.JUDGES ASSOC.,INC.	75.00	502987	
JUSTICE OF PEACE PCT. 8			270.33*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
COUNTY COURT AT LAW NO.1			99.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
COUNTY COURT AT LAW NO. 2			99.00*
JOHN E MACEY ATTORNEY AT LAW PLLC	250.00	502895	
NATHAN REYNOLDS, JR.	400.00	502902	
JUDGE MASON MARTIN	797.47	502924	
CHARLES ROJAS	500.00	502929	
UNITED STATES POSTAL SERVICE	11.29	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
ODP BUSINESS SOLUTIONS, LLC	171.40	503084	
COUNTY COURT AT LAW NO. 3			2,229.16*
JACK LAWRENCE	250.00	502853	
A. MARK FAGGARD	250.00	502873	
NATHAN REYNOLDS, JR.	800.00	502902	
UNITED STATES POSTAL SERVICE	4.01	502960	
LANGSTON ADAMS	400.00	502969	
ODP BUSINESS SOLUTIONS, LLC	170.06	503084	
COURT MASTER			1,874.07*
BUDDIE J HAHN	1,253.96	503056	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
COMMUNITY SUPERVISION			1,352.96*

NAME	AMOUNT	CHECK NO. ¹¹⁰	TOTAL ¹¹⁰
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	503063	396.00*
SHERIFF'S DEPARTMENT			
EQUINE MEDICINE & SURGERY	88.00	502871	
FED EX	65.96	502876	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,119.00	502886	
SAM'S WESTERN WEAR, INC.	385.36	502905	
DEPARTMENT OF INFORMATION RESOURCES	537.30	502930	
AMERICAN POLYGRAPH ASSOCIATION	150.00	502931	
VERIZON WIRELESS	3,457.11	502953	
UNITED STATES POSTAL SERVICE	15.13	502960	
RITA HURT	275.00	503012	
INSIGHT PUBLIC SECTOR INC	420.14	503028	
3L PRINTING COMPANY	35.00	503038	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	503063	
ODP BUSINESS SOLUTIONS, LLC	654.99	503084	7,697.99*
CRIME LABORATORY			
AGILENT TECHNOLOGIES	506.92	502855	
FED EX	68.76	502877	
SWAFS	200.00	502904	
HENRY SCHEIN, INC.	104.48	502907	
SOUTHEAST TEXAS WATER	224.95	502911	
THERMAL SCIENTIFIC, INC.	174.36	502920	
BROWNELLS, INC.	47.49	502922	
VERIZON WIRELESS	37.99	502954	
CLAN LAB INVESTIGATING CHEMISTS	200.00	502970	
CLINIQA CORPORATION	309.00	502979	
CAYMAN CHEMICAL COMPANY	139.00	503003	
LIPOMED	81.60	503006	
ASSOC OF FIREARMS&TOOLMARK EXAMINER	200.00	503013	
AIRGAS USA, LLC	252.38	503050	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
WORKQUEST	145.00	503070	
ODP BUSINESS SOLUTIONS, LLC	64.80	503084	2,855.73*
JAIL - NO. 2			
JOHNSTONE SUPPLY	1,120.01	502854	
BOB BARKER CO., INC.	79.10	502857	
BELL FENCE MFG. CO.	1,993.05	502858	
CITY OF BEAUMONT - WATER DEPT.	16.00	502861	
COASTAL WELDING SUPPLY INC	99.20	502864	
W.W. GRAINGER, INC.	4,043.49	502879	
JACK BROOKS REGIONAL AIRPORT	1,715.70	502887	
JOHNSON CONTROLS, INC.	438.52	502890	
KIRKSEY'S SPRINT PRINTING	70.70	502891	
OVERHEAD DOOR CO.	668.59	502899	
ULINE SHIPPING SUPPLY SPECIALI	2,504.34	502921	
DEPARTMENT OF INFORMATION RESOURCES	1.21	502930	
INTERCONTINENTAL JET CORP	1,771.55	502981	
BELT SOURCE	69.12	502988	
INDUSTRIAL & COMMERCIAL MECHANICAL	950.00	503016	
CONSTELLATION NEWENERGY - GAS DIVIS	3,588.03	503020	
MATERA PAPER COMPANY INC	1,815.44	503022	
THOMSON REUTERS-WEST	219.00	503023	
MOORE-ALL TEX SUPPLY	1,410.63	503048	
TRINITY SERVICES GROUP INC	27,134.46	503054	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	503063	
ODP BUSINESS SOLUTIONS, LLC	589.98	503084	51,116.12*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	53.80	502950	
UNITED STATES POSTAL SERVICE	2.53	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	503063	353.33*
JUVENILE DETENTION HOME			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	99.00*
CONSTABLE PCT 1			

NAME	AMOUNT	CHECK NO.	TOTAL
TEXAS STATE UNIVERSITY SAN MARS	315.00	502913	
VERIZON WIRELESS	227.96	502950	
UNITED STATES POSTAL SERVICE	35.43	502960	
TEXAS COMMISSION ON LAW ENFORCEMENT	35.00	502993	
TEXAS COMMISSION ON LAW ENFORCEMENT	400.00	502994	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
GOT YOU COVERED WORK WEAR & UNIFORM	737.95	503076	
CONSTABLE-PCT 2			1,850.34*
VERIZON WIRELESS	113.97	502950	
ODP BUSINESS SOLUTIONS, LLC	76.48	503084	
CONSTABLE-PCT 4			190.45*
VERIZON WIRELESS	113.97	502950	
CONSTABLE-PCT 6			113.97*
VERIZON WIRELESS	113.97	502950	
UNITED STATES POSTAL SERVICE	15.19	502960	
CONSTABLE PCT. 7			129.16*
AT&T	44.37	502914	
VERIZON WIRELESS	113.97	502950	
CONSTABLE PCT. 8			158.34*
VERIZON WIRELESS	113.97	502950	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
COUNTY MORGUE			212.97*
PROCTOR'S MORTUARY INC	12,375.00	503004	
FORENSIC MEDICAL	103,860.00	503051	
AGRICULTURE EXTENSION SVC			116,235.00*
DAVID OATES	65.63	503039	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	503063	
HALLEE M SEWELL	100.00	503074	
AMAZON CAPITAL SERVICES	69.88	503089	
HEALTH AND WELFARE NO. 1			446.51*
NSO - NURSES SERVICE ORGANIZATION	113.00	502848	
CALVARY MORTUARY	3,000.00	502859	
CLAYBAR FUNERAL HOME, INC.	4,500.00	502862	
CLAYBAR HAVEN OF REST	4,960.00	502956	
UNITED STATES POSTAL SERVICE	54.08	502960	
PROCTOR'S MORTUARY INC	1,500.00	503005	
THOMSON REUTERS-WEST	152.60	503023	
KAYLEE BENNETT	633.50	503059	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	503063	
EZEA D EDE MD	3,490.91	503064	
ODP BUSINESS SOLUTIONS, LLC	86.93	503084	
HEALTH AND WELFARE NO. 2			18,689.02*
CLAYBAR FUNERAL HOME, INC.	1,500.00	502863	
GABRIEL FUNERAL HOME, INC.	1,500.00	502878	
ENTERGY	210.00	502882	
AT&T	44.43	502914	
CLAYBAR HAVEN OF REST	1,240.00	502957	
THOMSON REUTERS-WEST	152.60	503023	
KAYLEE BENNETT	633.50	503059	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	503063	
EZEA D EDE MD	3,490.91	503064	
ODP BUSINESS SOLUTIONS, LLC	380.28	503084	
NURSE PRACTITIONER			9,349.72*

NAME	AMOUNT	CHECK NO.	TOTAL
SERVET MUHITTIN SATIR	1,000.00	503068	1,000.00*
CHILD WELFARE UNIT			
J.C. PENNEY'S	3,100.74	502966	
ROSS DRESS FOR LESS, INC.	5,865.34	502989	
BEAUMONT OCCUPATIONAL SERVICES	567.80	503094	9,533.88*
ENVIRONMENTAL CONTROL			
TEXAS ENVIRONMENTAL HEALTH ASSN.	50.00	502919	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	149.00*
INDIGENT MEDICAL SERVICES			
VERIZON WIRELESS	40.20	502950	
CARDINAL HEALTH 110 INC	38,483.46	503024	
MICHAEL BARNES	600.00	503073	39,123.66*
MAINTENANCE-BEAUMONT			
COBURN SUPPLY COMPANY INC	170.41	502865	
W.W. GRAINGER, INC.	263.56	502879	
HARTMANN BLDG. SPECIALITIES	270.56	502883	
M&D SUPPLY	150.39	502894	
ACE IMAGEWEAR	223.12	502909	
AT&T	5,025.60	502914	
DEPARTMENT OF INFORMATION RESOURCES	625.09	502930	
AT&T GLOBAL SERVICES	233.75	502974	
OTIS ELEVATOR COMPANY	2,808.46	502976	
CINTAS CORPORATION	107.13	503040	
FLOOR CARE & INTERIOR	11,230.00	503046	
MCCOWN PAINT & SUPPLY	202.68	503090	21,310.75*
MAINTENANCE-PORT ARTHUR			
FAST SIGNS, INC.	112.00	502874	
LOUIS' YAZOO SALES & SERVICE, LLC	6.95	502893	
AT&T	72.06	502914	
DEPARTMENT OF INFORMATION RESOURCES	5.06	502930	
SHOPPA'S FARM SUPPLY	421.20	503032	
THE HOME DEPOT PRO	40.91	503052	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
CHARTER COMMUNICATIONS	460.18	503081	
PARKER'S BUILDING SUPPLY	10.78	503088	
AMAZON CAPITAL SERVICES	265.67	503089	1,493.81*
MAINTENANCE-MID COUNTY			
ACE IMAGEWEAR	39.54	502909	
A1 FILTER SERVICE COMPANY	99.50	503011	139.04*
SERVICE CENTER			
SPIDLE & SPIDLE	3,359.86	502852	
HI-LINE	154.00	502884	
J.K. CHEVROLET CO.	671.95	502885	
PHILPOTT MOTORS, INC.	412.56	502900	
JEFFERSON CTY. TAX OFFICE	7.50	502932	
JEFFERSON CTY. TAX OFFICE	7.50	502933	
JEFFERSON CTY. TAX OFFICE	7.50	502934	
JEFFERSON CTY. TAX OFFICE	7.50	502935	
JEFFERSON CTY. TAX OFFICE	7.50	502936	
JEFFERSON CTY. TAX OFFICE	7.50	502937	
JEFFERSON CTY. TAX OFFICE	7.50	502938	
JEFFERSON CTY. TAX OFFICE	7.50	502939	
JEFFERSON CTY. TAX OFFICE	7.50	502940	
JEFFERSON CTY. TAX OFFICE	7.50	502941	
JEFFERSON CTY. TAX OFFICE	7.50	502942	
JEFFERSON CTY. TAX OFFICE	7.50	502943	
JEFFERSON CTY. TAX OFFICE	7.50	502944	
JEFFERSON CTY. TAX OFFICE	7.50	502945	
JEFFERSON CTY. TAX OFFICE	7.50	502946	

NAME	AMOUNT	CHECK NO. 113	TOTAL 113
JEFFERSON CTY. TAX OFFICE	7.50	502947	
JEFFERSON CTY. TAX OFFICE	7.50	502948	
BUMPER TO BUMPER	1,010.15	502980	
AIRPORT GULF TOWING LLC	375.00	502986	
AMERICAN TIRE DISTRIBUTORS	927.96	502997	
1800RADIATOR & AC	198.00	503033	
DENNIS LOWE	34.02	503041	
MIDNIGHT AUTO	119.95	503042	
VETERANS SERVICE			7,390.95*
UNITED STATES POSTAL SERVICE	22.20	502960	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
MOSQUITO CONTROL FUND			121.20*
			438,144.67**
JACK BROOKS REGIONAL AIRPORT	723.61	502887	
M&D SUPPLY	48.95	502894	
RITTER @ HOME	52.94	502903	
SETZER HARDWARE, INC.	16.15	502908	
ACE IMAGEWEAR	124.06	502909	
TEXAS DEPARTMENT OF AGRICULTURE	375.00	503037	
O'REILLY AUTO PARTS	40.74	503049	
ODP BUSINESS SOLUTIONS, LLC	165.72	503084	
AERO PERFORMANCE	143.45	503087	
PARKER'S BUILDING SUPPLY	89.16	503088	
SECURITY FEE FUND			1,779.78**
ALLIED UNIVERSAL SECURITY SERVICES	8,375.86	503058	
LAW LIBRARY FUND			8,375.86**
THOMSON REUTERS-WEST	465.06	503023	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
EMPG GRANT			564.06**
SOUTHEAST TEXAS WATER	9.95	502912	
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	503063	
JUVENILE PROB & DET. FUND			284.95**
JEFFERSON CTY. DISTRICT CLERK	900.00	502888	
VERIZON WIRELESS	70.86	502950	
COMMUNITY SUPERVISION FND			970.86**
DEPARTMENT OF INFORMATION RESOURCES	89.60	502930	
VERIZON WIRELESS	32.89	502950	
UNITED STATES POSTAL SERVICE	100.84	502960	
JCCSC	545.00	503008	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
COMMUNITY CORRECTIONS PRG			867.33**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
DRUG DIVERSION PROGRAM			99.00**
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	
SHERIFF'S TRAINING GRANT			99.00**
ENTERPRISE RENT A CAR COMPANY	716.00	503030	
LAW OFFICER TRAINING GRT			716.00**
SCANTRON CORPORATION	119.25	502906	
TND WORKWEAR CO LLC	480.00	503044	
COUNTY CLERK - RECORD MGT			599.25**

NAME	AMOUNT	CHECK NO.	TOTAL
MANATRON INC	8,613.00	502992	8,613.00**
DEPT STATE HEALTH GRANT			
IMELDA TRISTAN	4,300.00	503077	
MARCUS LAMBERT	155.00	503078	4,455.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	502950	227.94**
HOTEL OCCUPANCY TAX FUND			
ENTERGY	2,517.66	502881	
DEPARTMENT OF INFORMATION RESOURCES	2.13	502930	
FORD PARK	23,000.00	502975	
PORT ARTHUR CONVENTION & TOURIST	23,405.16	503010	
KMI SPORTS CONSTRUCTION	74,661.50	503091	123,586.45**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	503063	198.00**
AIRPORT FUND			
AIRPORT LIGHTING COMPANY	2,983.00	502851	
FJORD AVIATION FUELING	350.60	502856	
NOACK LOCKSMITH	15.00	502898	
VERIZON WIRELESS	37.99	502950	
MR. ROOTER PLUMBING	410.35	502958	
LOWE'S HOME CENTERS, INC.	20.89	502967	
WATSON PROPELLER	80.00	502999	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	178.70	503025	
PETROLEUM MATERIALS LLC	15.84	503031	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	503063	4,191.37**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	154,549.85	503047	
UNITED HEALTHCARE SERVICES INC	203,955.42	503057	
BAY BRIDGE ADMINISTRATORS LLC	3,160.00	503066	361,665.27**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	6,388.00	503016	6,388.00**
LIABILITY CLAIMS ACCOUNT			
TRISTAR RISK MANAGEMENT	399.64	502982	399.64**
WORKER'S COMPENSATION FD			
TRISTAR RISK MANAGEMENT	6,112.94	502982	
TRISTAR RISK MANAGEMENT	5,618.71	502983	11,731.65**
BAIL BONDING FUND			
KEITH DAY	280,000.00	502962	280,000.00**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	200.00	503007	200.00**
GLO DISASTER RECOVERY			
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	68,887.73	503029	68,887.73**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	228.00	502950	228.00**
MARINE DIVISION			

NAME	AMOUNT	CHECK NO. ¹¹⁵	TOTAL ¹¹⁵
JACK BROOKS REGIONAL AIRPORT	804.70	502887	
RITTER @ HOME	62.08	502903	
SETZER HARDWARE, INC.	2.50	502908	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	502928	
VERIZON WIRELESS	151.96	502951	
VERIZON WIRELESS	75.98	502952	
SIERRA SPRING WATER CO. - BT	35.49	502963	
BUMPER TO BUMPER	29.02	502980	
UNITED BATTERIES & ACCESSORIES	175.00	502996	
VECTOR SECURITY	44.95	503045	
PATRICK POWELL	250.00	503071	
			1,691.68**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	502955	
			114.39**
			1,339,353.08***



FLOORING PROPOSAL

116

116

FLOOR CARE & INTERIOR

2995 Highway 69 S. • Lumberton, TX 77657

(409) 755-4797 • FAX (409) 755-4803

www.floorcareandinterior.com

Email: floorcareandinterior@yahoo.com

PROPOSAL SUBMITTED TO Jefferson County Courthouse	PROPOSAL MADE BY Kelly	DATE 1-26-23
STREET	JOB NAME	
CITY, STATE AND ZIP Braumont Tx	JOB LOCATION COMMUNICATIONS	
PHONE 409 835-8511	WORK OR CELL	INSTALLER

ROOM	MFR.	PATTERN	COLOR	SIZE W L	SQUARE YDS./FT.	PRICE YDS./FT.	AMOUNT
Access FS	- AFP 770		gray	starlite			
	24" x 24" Panels			x	86	89 ⁰⁰	7654 ⁰⁰
	* includes a couple of extra panels			x			
	(Lithonia of California)	Shipping + Handling -					1,779 ³⁶
	Rubber Base Roppe 700	Black Brown		1CT			200 ⁰⁰
Office - BPI Prestige				4CT			640 ⁰⁰
				x	Shipping		129 ⁰⁰
				x			
				x			
				x			
				x			
				x			
				x			
				x			

**NOT RESPONSIBLE FOR:
GAS APPLIANCES,
PLUMBING, CUTTING
DOORS, GUN SAFES,
AQUARIUMS, COMPUTERS,
ELECTRONICS, GRAND
FATHER CLOCKS.**

JOB PROPOSAL	
TOTAL MATERIALS	10,402 ³⁶
TOTAL LABOR	1,800 ⁰⁰
SUB-TOTAL	12,202 ³⁶
TAX	exempt
TOTAL	12,202 ³⁶
DEPOSIT	
BALANCE DUE UPON COMPLETION	

LABOR	AMOUNT
Access Panels - Remove old Panels + install new using existing Redistalst + Stringers. Hand off old Panels (minimum)	1,000 ⁰⁰
Base - Remove old, Furnish glue + install new	200 ⁰⁰
Carpet, Remove old glue down carpet, Prep floor, Furnish glue + Install new carpet Tiles + F+I reducer Transitions @ 2 doors.	600 ⁰⁰

ACCEPTANCE: I hereby accept the proposal outlined above and authorize work to commence upon receipt of deposit as specified by Floor Care and Interior. Any additions, extensions, change orders, or delays may affect the initial contract amounts and dates of completion of project.

CERTIFICATION: This is to certify that the above described work has been completed to my satisfaction.

Customer _____ Date _____ Customer _____ Date _____

4TH AMENDMENT TO LEASE AGREEMENT

This third rental agreement amendment (the "Third Amendment"), is made and entered into this 31st day of January, 2023, by and between Jefferson County, ("Lessor") and KUSA Aviation, LLC. ("Lessee").

RECITALS

Whereas on October 29th, 2019, Lessor and Lessee entered into a certain Hangar/Office Lease Agreement (the "Lease Agreement"), whereby Lessee leased hangar and storage space from Lessor;

Whereas on June 2nd, 2020, Lessor and Lessee amended the agreement (First Amendment), due to COVID-19 causing unprecedented negative impact and uncertainty for the aviation industry, removed Hangar 7 – Unit 2 from the lease agreement, with an effective date of 05/01/2020;

Whereas on August 10th, 2020, Lessor and Lessee amended the agreement, due to COVID-19 causing unprecedented negative impact and uncertainty for the aviation industry, removed Hangar 7 – Unit 3 from the lease agreement, with an effective date of 08/01/2020;

Whereas in August 2020, Lessee requested and Lessor agreed to remove Hangar 7 – Storage E from the lease agreement, however the request was during the Hurricane Laura recovery and was not officially recorded and is now recognized as removed from the lease agreement with an effective date of 09/01/2020.

Whereas, on October 25, 2022, Lessor and Lessee amended the agreement (Third Amendment), to add Hangar 7 Unit 3 to the lease agreement with an effective date of 11/01/2022. Lessee requested to have the effective date of the Third Amendment moved to 01/01/2023. Lessees need for the Hangar was dependent on receiving a new client aircraft which did not occur until January.

Whereas, Lessee desires to add Hangar 7 – Storage E from to the agreement, and;

Whereas the parties desire to amend the term of the Lease Agreement.

NOW, THEREFORE, IT IS HEREBY AGREED **SECTION 2. RATE** IS HEREBY AMENDED IN ITS ENTIRETY TO READ AS FOLLOWS:

RATE

2. **RATE**: For and in consideration of the rent and covenants herein contained, Lessor agrees to lease space as follows: "**Hangar 7 – Unit 3 & 4**" containing **13,500** square feet, more or less, of hangar space at a rate of **\$2.52 annually per sqft (\$2,835.00/month \$34,020.00/year**, and "**Hangar 7 – Storage E**" containing **420** square feet, more or less, of storage space at a rate of **\$8.00 annually per sqft (\$280.00/month \$3,360/year)**, for a total hangar and storage rental rate of **(\$3,115.00/month \$37,380.00 year)**. New rate to be effective January 1, 2023.

LESSOR: Jefferson County - Jack Brooks Regional Airport

By: Jeff Branick
Jeff Branick – Jefferson County Judge

ATTEST Roxanne A. Heuser
DATE 1/31/2023



Lessee hereby executes the foregoing amendment for the purpose of binding itself to the terms of this Amendment and to the herein referenced lease.

LESSEE: Stone Oak Management

By: _____
Kyle Knuppel – CEO KUSA Aviation, LLC

**AFFIDAVIT PURSUANT TO TEXAS LOCAL GOVERNMENT CODE
171.004**

My name is Jeff Branick, Constitutional County Judge, Jefferson County, Texas. I am filing this affidavit in compliance with Section 171.004, Texas Local Government Code. I am a member of the Board of Directors of Stellar Bank, previously known as either Community Bank of Texas and/or Allegiance Bank.

As such, I may have a substantial interest under said code section and shall abstain from participation in discussion of, or voting on, matters involving said entities which may come before the Jefferson County Commissioner's Court.

This affidavit is based on my personal knowledge.

Signed this 20 day of January, 2023.

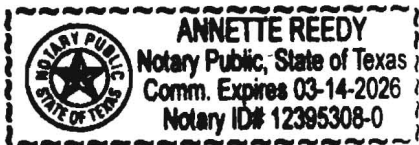


ATTEST
DATE

[Signature]
1/31/2023

[Signature]
Jeff Branick

Sworn to and subscribed before me this 20th day of Jan, 2023



[Signature]
Notary Public, State of Texas

Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

Signed this 31st day of January, 2023.



[Signature]
JEFF R. BRANICK
County Judge

ATTEST [Signature]
DATE 1/31/2023

[Signature]
COMMISSIONER VERNON PIERCE
Precinct No. 1

[Signature]
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

[Signature]
COMMISSIONER CARY ERICKSON
Precinct No. 2

[Signature]
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4



STATE OF TEXAS §
 §
 COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE
 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Linde Inc. (hereinafter sometimes referred to as “Linde” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Linde Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated January 31, 2023 (hereinafter referred to as the “LINDE REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction of a new Air Separation Unit (ASU), Auto Thermal Reactor (ATR) and carbon capture and sequestration facility and related improvements (hereinafter referred to collectively as the “PROJECT”); and

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, generally described by the legal description which is attached as Exhibit C, which has been designated by Order of this Court. It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

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

2. AUTHORIZATION

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

3. DEFINITIONS

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

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

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

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

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

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or

leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

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

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

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

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

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

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement

pursuant to this AGREEMENT shall begin on January 1, 2024 and shall terminate on December 31, 2033, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2024, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT: Tax Abatement Schedule,” OWNER shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2025, maintain a level of not less than 30 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of May 1, 2020 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 15 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 15 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$$\begin{aligned} A1 &= \text{initial Abatement } \$s \\ A2 &= \text{revised Abatement } \$s \\ E1 &= 30 \text{ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$1.2 billion;
- d. Make available to the COUNTY information concerning the details of the bidding process, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical,

civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:

- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes

for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:
- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;

- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREE Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

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

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

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec.

42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost (“Intended Maximum”), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the “Exempt Property Excess”), the percentage of abatement described in the “Abatement Schedule” shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2024 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the “Affected Party”) shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A “Force Majeure Event” means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism,

and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above..

14. ASSIGNMENT

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

15. ENTIRE AGREEMENT

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

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

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

OWNER: Mike Ashton, Manager- Govt Affairs
1585 Sawdust Road, Suite 300
The Woodlands, Texas 77380
(281) 465-6881

With a copy to: _____

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

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

17. MERGER


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

18. INTERPRETATION


Executed in duplicate this the 31st day of Jan, 2023.



FOR THE COUNTY:



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

ATTEST 
DATE 1/23/2023

FOR OWNER:



Jeff Barnard
Vice President, South Region

FOR EPC CONTRACTOR

EPC Contractor has not been Identified at this time

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

19. APPLICABLE LAW AND VENUE

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

20. SEVERABILITY

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

Executed in duplicate this the ___ day of _____, 20____.

FOR THE COUNTY:

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

FOR OWNER:

Jeff Barnhard
Vice President, South Region

FOR EPC CONTRACTOR

EPC Contractor has not been Identified at this time

EXHIBIT A “Description of Project”

The proposed project is a facility to CONSTRUCT :
an Air Separation Units (“ASU”), an Auto Thermal Reactor (ATR) and carbon capture and sequestration facility for the manufacturing of hydrogen for merchant market. The proposed Project is to build, install and operate the necessary industrial gases to support an ammonia manufacturing facility currently under consideration by OCI Chemicals.

Significant components of the facility would include:

- Cryogenic storage tanks
- Compressors
- Heat exchangers
- Pumps
- Filters
- Insulation
- Electrical
- Switchgear
- Instrumentation equipment
- Control Equipment
- Industrial gas loading and unloading equipment and road works

- Industrial gas piping
- Site development/roads
- Utility piping, electrical substation modifications and water distribution
- Fired heater with NO_x reduction system
- Catalyst-filled reactor vessels
- H₂ purification equipment
- CO₂ capture and compression equipment
- Steam drum and deaerator
- Cooling tower equipment
- Water clarification equipment
- Flare system
- Pumps
- Filters
- Transformers
- Instrument and structural foundation and supports
- Control Equipment
- Industrial gas piping
- In-Plant roads

Also included in this application are all of the associated concrete foundations, new pipe supports, new intra-plant piping, intra-plant conduit and connections, control loops, safety systems, fire water protection, insulation, pollution control equipment and utilities necessary to safely operate the new equipment.

“Tax Abatement Schedule”

Tax Year	Abatement Percentage
1 2024	60%
2 2025	60%
3 2026	100%
4 2027	100%
5 2028	100%
6 2029	90%
7 2030	80%
8 2031	70%
9 2032	70%
10 2033	70%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.

EXHIBIT "F" - AFFILIATES OF OWNER



PROCLAMATION

Greater Beaumont Chamber of Commerce "Salute to Southeast Texas Workforce Month"

WHEREAS, economic development is booming in Beaumont and Jefferson County with more than \$80 billion worth of current and planned projects in our area; and

WHEREAS, educational partners, employers and workforce training providers are working together to help fill the thousands of construction and permanent jobs produced by this economic activity; and

WHEREAS, the Greater Beaumont Chamber of Commerce is hosting its third annual Salute to Southeast Texas Workforce Month by highlighting workforce opportunities beginning on Thursday, February 2 with the Workforce Solutions Southeast Texas' annual Youth Expo, "Connect to Your Future!" where more than 3,600 high school students from Region V and beyond will have the opportunity to interact with more than 130 exhibitors including business and industry, college and training providers, and military and government agencies. Through hands on activities, the students will learn about careers in various important industries in our area.

WHEREAS, the Greater Beaumont Chamber's State of the Workforce Luncheon & Industry Advancement Expo will be held on February 9 and will give industry leaders, suppliers and support companies the opportunity to network and support local projects; and

WHEREAS, Beaumont Independent School District is hosting its annual College, Career & Military Readiness fair, "Become Future Ready," on February 25 at West Brook High School for the Southeast Texas community. Students & families can explore careers, investigate their options, and create a plan with hands-on, interactive learning; and

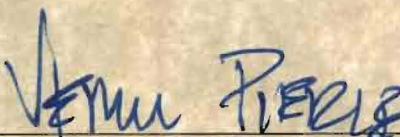
NOW, THEREFORE, I, the Commissioners Court of Jefferson County does hereby proclaim February as "SALUTE TO SOUTHEAST TEXAS WORKFORCE MONTH" and we urge the community to take advantage of and help spread the word about the incredible workforce opportunities available in Jefferson County.

Signed this 31 day of January, 2023.





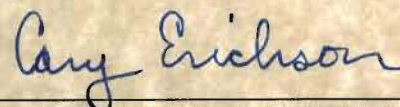
JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Joleen E. Fregia
 Chief Deputy
 E-Mail
joleen.fregia@jeffcotx.us

Tim Funchess
 County Treasurer
 1149 Pearl Street – Basement
 Beaumont, Texas 77701

Office (409) 835-8509
 Fax (409) 839-2347
 E-Mail
tim.funchess@jeffcotx.us

January 25, 2023

Judge Jeff R. Branick and
 Commissioners Court
 Jefferson County Courthouse
 Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of December 31, 2022, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.20%. The 90 day Treasury discount rate on December 31, 2022 was 4.21% and the interest on your checking accounts for the month of December was 4.02%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda January 31, 2022, to be received and filed.

Sincerely,

Tim Funchess, CIO
 Enclosure

Agenda should read:
 Receive and File Investment Schedule for December, 2022,
 including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END DECEMBER 31, 2022 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EVY. YIELD	MATURITY DATE	CALL DATE	# Days to mat.	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE-COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
TEXAS CLASS		\$0.00	\$0.00	100	0.0000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$166,244.40	\$0.00
CDS and Securities																
FHLMC 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	16-Feb-24	16-Nov-22	412	549	3134GXM60	WELLS SECURITIES	\$4,928,629.5000	\$98.5726	\$53,281.25	\$0.00	\$4,991,910.75
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	730	914	3130ASCS2	WELLS SECURITIES	\$2,938,770.45	\$97.9580	\$322.92	\$58,125.00	\$2,939,093.37
FHLB 3.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	23-Feb-24	23-Aug-22	419	641	3130ARVU9	WELLS SECURITIES	\$2,934,100.77	\$97.8034	\$32,000.00	\$22,500.00	\$2,966,100.77
FHLB 2.85%	26-May-22	\$3,000,000.00	\$3,000,000.00	100	2.850%	26-May-23	26-Aug-22	146	365	3130AS2B4	WELLS SECURITIES	\$2,968,875.09	\$98.9625	\$6,000.00	\$33,750.00	\$2,974,875.09
FHLB 3.00%	28-Jul-22	\$3,000,000.00	\$3,000,000.00	100	3.000%	28-Apr-23	28-Oct-22	118	274	3130ASNH8	WELLS SECURITIES	\$2,998,179.61	\$99.6060	\$38,250.00	\$0.00	\$3,026,429.61
FHLMC 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	622	731	3134GXT61	WELLS SECURITIES	\$4,943,166.65	\$98.8633	\$60,000.00	\$0.00	\$5,003,166.65
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	23-Sep-24	23-Mar-23	632	731	3130AT4M6	WELLS SECURITIES	\$3,937,503.60	\$98.4376	\$43,555.56	\$0.00	\$3,981,059.16
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	28-Mar-24	28-Oct-22	453	547	3130AT6U6	WELLS SECURITIES	\$4,938,238.15	\$98.7648	\$51,666.67	\$0.00	\$4,989,904.82
FHLB 4.70%	27-Oct-22	\$3,000,000.00	\$3,000,000.00	100	4.700%	27-Sep-23	27-Jan-23	270	335	3130ATQ26	WELLS SECURITIES	\$2,998,240.32	\$98.9413	\$25,066.67	\$0.00	\$3,023,306.99
FHLB 5.15%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.150%	28-Oct-24	28-Nov-22	667	731	3130AT1L2	WELLS SECURITIES	\$5,001,175.15	\$100.0235	\$45,062.50	\$0.00	\$5,046,237.65
FHLMC 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.080%	25-Oct-24	15-Jan-23	664	728	3134GX4M3	WELLS SECURITIES	\$4,989,159.80	\$99.7832	\$44,450.00	\$0.00	\$5,033,609.80
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.210%	26-Nov-25	26-May-23	1061	1092	3130ATX69	WELLS SECURITIES	\$5,008,562.60	\$100.1713	\$22,431.94	\$0.00	\$5,030,994.54
FHLMC 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	874	905	3134GY4R0	WELLS SECURITIES	\$4,999,735.85	\$99.9947	\$22,604.17	\$0.00	\$5,022,340.02
INVESTMENT ACCTS		\$0.00	\$0.00									\$0.00				\$0.00
CDS and Securities		\$54,000,000.00	\$54,000,000.00		4.200%				580	DAYS		\$53,574,337.54		0.00	\$166,244.40	\$54,929,029.22
TOTALS ALL ACCTS:		\$54,000,000.00	\$54,000,000.00									\$53,574,337.54		454,691.68	\$280,619.40	\$54,929,029.22
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF DECEMBER 31, 2022																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
COMPLIANCE STATEMENT																
MARKET VALUE OF PLEDGE SECURITIES \$232,846,750.00																
BALANCE IN ALL ACCOUNTS: \$171,083,070.35																
OVER OR (UNDER) AMOUNT: \$61,763,679.65																
136.10%																

Tim Trunkers, Jefferson County Investment Officer

DECEMBER 2022, JEFFERSON COUNTY INVESTMENT MATURITIES MATURED SECURITIES AND INTEREST EARNED

SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS	ACCRUED FROM PURCHASE-COUPON	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT.)
TEXAS CLASS														
FHLB 3.875%	26-May-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Dec-22	914	3130ASGS2	WELLS SECURITIES	\$58,125.00			COUPON
CHECKING INTEREST														\$58,125.00
POOLED CASH ACCT					4.020%			31	1004221717	ALLEGIANCE BANK	\$277,931.92			
OTHER COUNTY ACCTS					4.020%			31		ALLEGIANCE BANK	\$127,300.48			
TAX LICENSE ACCT					4.020%			31	1004224083	ALLEGIANCE BANK	\$2,620.01			
TOTAL		\$3,000,000.00	\$3,000,000.00								\$465,977.41			\$465,977.41

FISCAL YEAR 2022-2023					
YIELD TO MATURITY AND INTEREST EARNINGS					
MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	4.060%	\$288,027.56	2.970%		
NOVEMBER	4.270%	\$354,039.86	3.810%		
DECEMBER	4.210%	\$465,977.41	4.020%		
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$1,108,044.83		\$0.00	\$1,108,044.83

Permit Number: 01 - P - 23
 Precinct Number: 4
 Bond Number: N/A

APPLICATION FOR PIPE LINE PERMIT

Date: 11/14/2022

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Centana Intrastate Pipeline Company , (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:
Crossing Boyt Road, west to east approximately 800 feet west of Interstate 10, Jefferson County, Texas.

See attached existing 1997 permit

Number of drawings attached N/A

Construction will begin on or after N/A 20

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on January 2023 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>01</u>	Road crossing @\$100.00	<u> </u>	\$ <u>100.00</u>
<u> </u>	Miles parallel @\$150.00/mile or fraction	<u> </u>	\$ <u> </u>
TOTAL			\$ <u>100.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

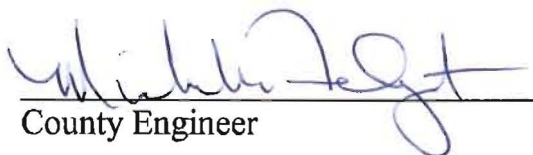
Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Centana Intrastate Pipeline Company
 Company Name
Michael Phillips / Attorney-in-Fact
 Company Representative Name/Title

2107 CityWest Blvd, Houston, Texas 77042
 Address
281-520-7102
 Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A


County Engineer

January 03, 2023


Date

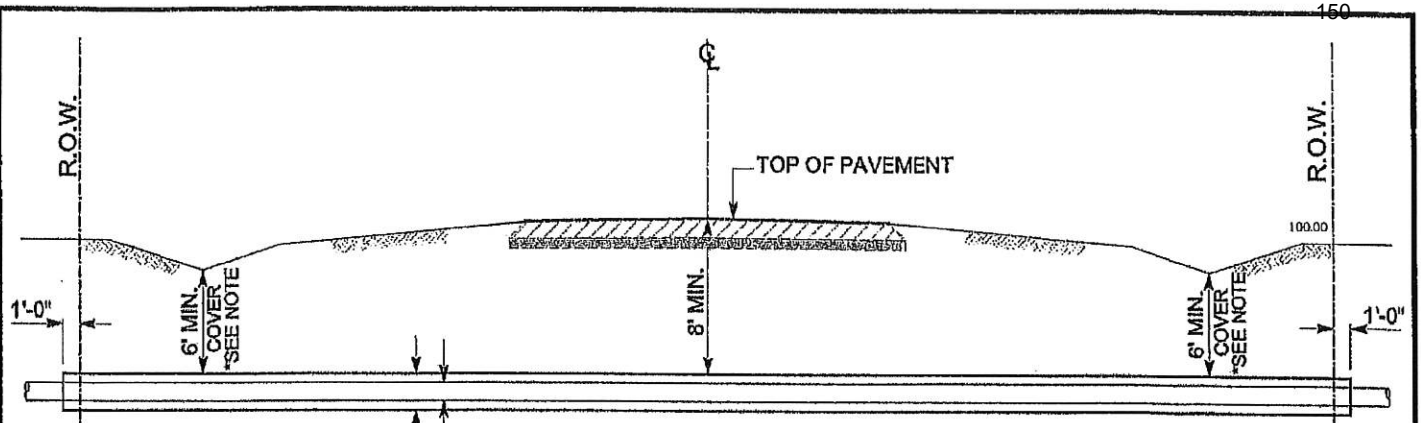
COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge

ATTEST 
DATE 1/31/2023

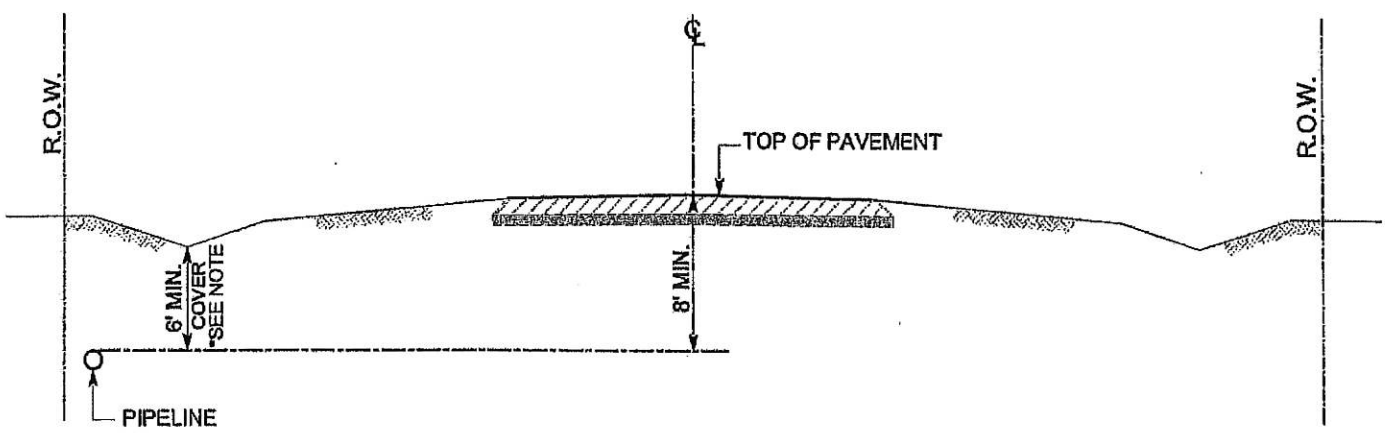


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

PIPELINE PERMIT POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permittee shall comply with all rules, regulations, principles, and specifications herein contained and only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

The permittee is allowed three months from the granting of the permit to start construction. Once started, the permittee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

Work Order

Permitee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permittee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permittee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

Responsibility for Repairs

The permittee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permittee.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permittee and in which it is judged that the permittee cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

INDEMNIFICATION OF COUNTY

The permittee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permittee, its agents, servants, employees, and contractors may do or cause to be done.

The permittee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

SPECIFICATIONS

General

The permittee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permittee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permittee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permittee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permittee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permittee for such work.

Line Crossing, Method of Placement (See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The permittee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permittee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permittee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

The permit fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Permittee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permittee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

November 14, 2022

Jefferson County
Ernest Clement
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Re: Pipeline Renewal Boyt Road

Dear Mr. Clement:

DCP Centana Intrastate Pipeline Company is attempting to renew a road crossing permit for Boyt Road in Jefferson County, Texas. Permit was issued on December 15, 1997. This permit was issued for a 25-year time period and is up for renewal.

I have included copies of the original permit along with a copy of the new Application For Pipeline Permit. It is the intent of Centana Intrastate Pipeline Company to renew this permit for an additional 25 years.

Please review the permit application and let me know if any changes need to be made. Once I receive your approval, I'll mail in the permit along with a company check in the amount of \$100.00

Please contact me either by phone or email. My contact information is listed below.

Sincerely,

Michael E. Phillips

Michael Phillips
Senior Right of Way Specialist
Centana Intrastate Pipeline Company
2107 Citywest Blvd
Houston, Texas 77042

Office 713-735-3723
Cell 281-520-7102
MEPhillips@DCPMidstream.com

APPLICATION FOR PIPE LINE PERMIT
(1992 REVISION)

Date October 29, 1997

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Centana Intrastate Pipeline (Company) does hereby make application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of natural gas, location of which is fully described as follows:

See plat which is attached hereto marked Exhibit "A", and made a part hereof for all purposes.

1 pages of drawings attached.
Construction will begin on or after November 1, 1997.

It is understood that all work will comply with the requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____, and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u> road crossings @ \$100.00	\$ <u>100.00</u>
<u> </u> miles parallel @ \$150.00/mile or fraction	\$ <u> </u>
TOTAL	\$ <u>100.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time, the permit must be renewed.

Company Centana Intrastate Pipeline Company
By Stanton Wagers
Title Stanton Wagers, Jr., Right of Way Agent
Address P. O. Box 180
Winnie, Texas 77665

TX1004279

Winnie Line 102 - 026 Cheek 3'
TX-CP102026-02
Tract # 02

ENGINEERING DEPARTMENT ACTION

The minimum standard bond required is \$ _____.

County Engineer _____


Date _____

COMMISSIONERS' COURT ORDER

On this date the attached application of a utility or common carrier pipe line came on for the Court's consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipe line company meeting all the requirements of County policy for installation of a line in County roads and that the plans or details presented with said application do not appear to violate the County regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court on _____, 19____, and all subsequent revisions thereof to date. The bond required shall be \$ _____. Special Conditions of construction (are/are not) attached hereto.

ORDERED, SIGNED, AND ENTERED THIS 15th day of December 1997.

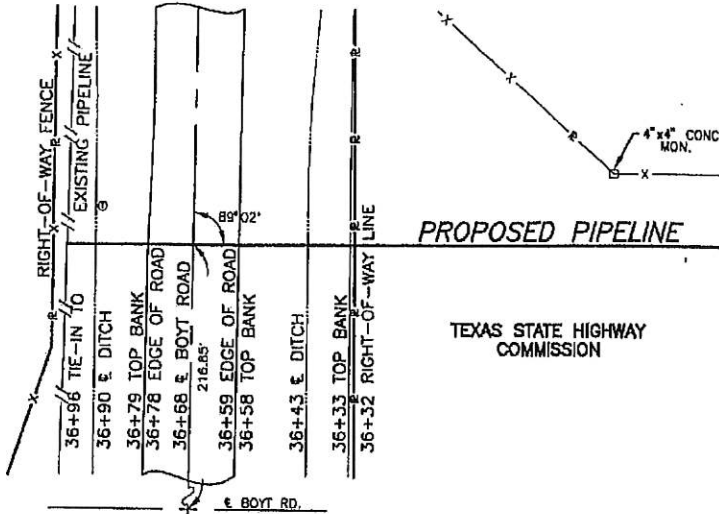
COMMISSIONERS' COURT

by  _____
County Judge

JEFFERSON COUNTY, TEXAS
CHAISON AND OGDEN SURVEY, A-562

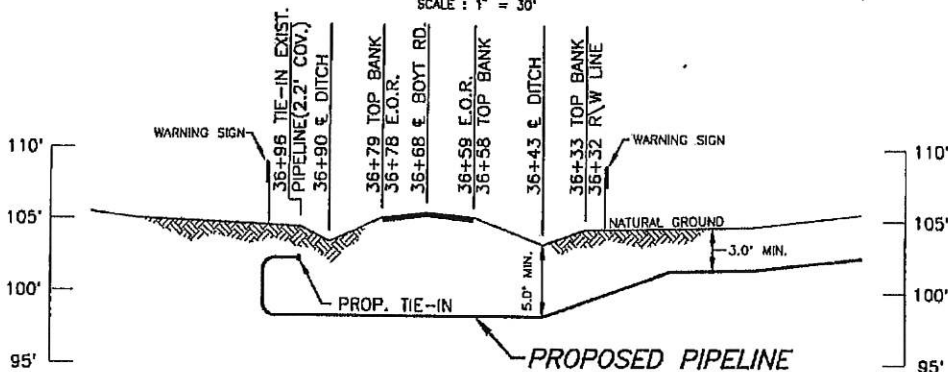


R.L. CLUBB
et ux



PLAN

SCALE: 1" = 30'



PROFILE

SCALE: 1" = 30' HOR.
1" = 10' VERT.

SPECIFICATIONS:

LINE PIPE:

CONTENTS: NATURAL GAS
CLASS: 1
DESIGN FACTOR: 0.50
CARRIER: 3.5" O.D. x 0.216" W.T.
GR. "B", SMLS, 7.58 lb./ft.
COATING: TGF3
TEST PRESSURE: 1080 P.S.I.G.
TEST TIME: 8 HOUR MINIMUM
M.A.O.P.: 720 P.S.I.G.

METHOD OF INSTALLATION:

BORE
COVER:
3.0' MIN. FROM LOWEST GRADE

FIELD BOOK REF. - BOOK# 7 PAGES 56 DATA FILE #

T.B.M. : 4" x 4" CONCRETE MONUMENT (FND) 15.0' RT.
AT STA. 35+80, ELEV. 105.3'

DRAWN BY	CHECKED BY	APPROVED BY	DATE	SCALE
Mac			10/17/97	AS SHOWN

CENTANA INTRASTATE PIPELINE COMPANY
A Unit of Pan Energy Corporation

PROPOSED PIPELINE CROSSING
BOYT ROAD
JEFFERSON COUNTY, TEXAS

1011



GIBBS ELLISON, INC.
AN ENGINEERING SERVICES COMPANY
321 HARRIS, 2nd Floor
Houston, Texas 77002, (713) 862-1111

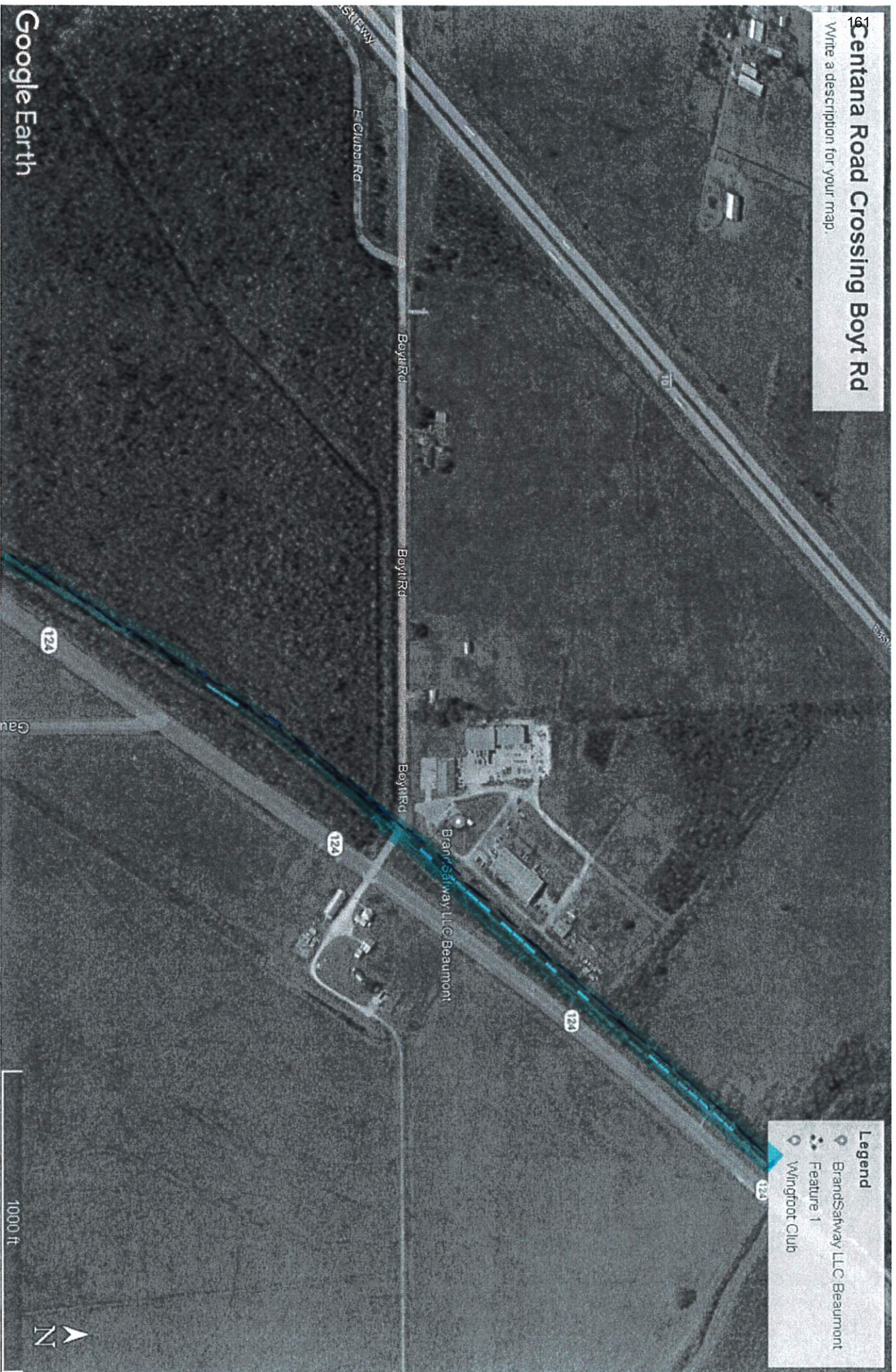
DRAWING NUMBER	REV.
CENPM303	

G.E./1011/CENPM303/Mac/10-20-97

REV.	DESCRIPTION	BY	APP.	DATE

Centana Road Crossing Boyt Rd

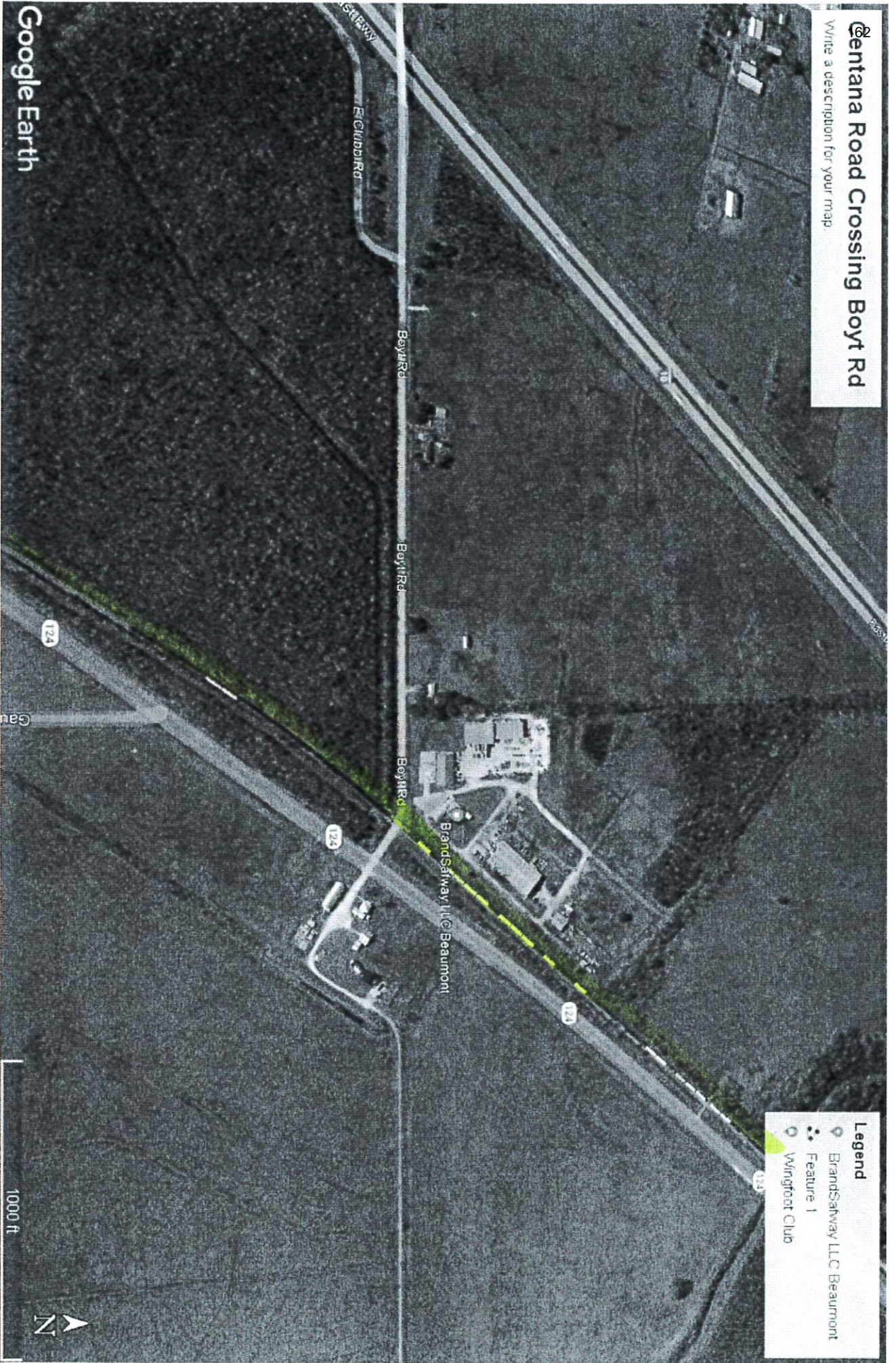
Write a description for your map.






Google Earth

Gentana Road Crossing Boyt Rd

Write a description for your map.



Legend

-  BrandSatway LLC Beaumont
-  Feature 1
-  Wingfoot Club

January, 2023

County Health Department

Receive and file executed Affiliation Agreement between Jefferson County Health Department and Lamar Institute of Technology for Pharmacy Technician Students.

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF PHARMACY TECHNICIAN
STUDENTS

Between

LAMAR INSTITUTE OF TECHNOLOGY

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

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AFFILIATION AGREEMENT
between
LAMAR INSTITUTE OF TECHNOLOGY
and
JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

This AGREEMENT ("Agreement") is made and entered into by and between Lamar Institute of Technology, Beaumont, Texas by for and on behalf of the Department of Allied Health and Sciences ("College,") and Jefferson County Public Health Department ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of Pharmacy Technician students, the parties agree as follows:

A. IT IS MUTUALLY AGREED BY THE COLLEGE AND CLINICAL AFFILIATE THAT:

1. The educational program and curricula of the College is and shall be the responsibility of, and shall be carried out under the direction of personnel of the College.

2. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the College and student in such training.

3. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.

4. It is mutually agreed that clinical experiences for students enrolled in the pharmacy technician program of the College will be provided at the Clinical Affiliate and the College will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.

5. It is mutually agreed that College faculty will select and assign students for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The College shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the College will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.

6. It is mutually agreed that the College does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.

7. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the College and the Clinical Affiliate. The College shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The College will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

8. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or College.

9. It is mutually agreed that representatives of the College and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.

10. It is mutually agreed that the College will comply with all regulatory and accreditation agency standards.

11. In the event a student or College member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the student, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the College of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The College will provide the Clinical Affiliate evidence of appropriate liability coverage and Personal Health Insurance for each student during each rotation.

12. The parties agree that the sole purpose of this agreement is to facilitate learning for the students and that the Clinical Affiliate is volunteering to participate in this program and that the students will occupy the status of "licensee" as that term is interpreted by Texas law. The students participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

With regard to any of these general areas of agreement, The College is responsible for, and agrees to:

1. Protect the health and safety of all parties by:

- a. Requiring student liability insurance coverage at no cost to the Clinical Affiliate;
- b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
- c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
- d. Providing, or otherwise arranging for, faculty and student orientation to the Clinical Affiliate, its major policies, rules and regulations.
- e. Adequately indoctrinate students to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.

2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for students prior to each semester. The College representative will provide parties with:

- a. Names of students;
- b. Name(s) of faculty;
- c. Dates, days, times of clinical practice periods will be agreed upon.

3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Remove students for academic and /or behavioral misconduct according to the College's Student Code of Conduct per the Clinical Affiliation and the College's Policies.
5. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
6. The individual student is responsible for equipment damaged or broken due to the student's negligence.
7. College shall require all students, faculty, employees, agents, and representatives of College participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
8. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
9. It is further understood and agreed that the students, faculty and College shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the College and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the Department of Allied Health and Sciences, Pharmacy Technician Program for the purpose of clinical education.
 2. Provide, to the extent reasonable, conference rooms for student education, and locker rooms or other secure space for faculty and students to store coats, books, etc., while on duty.
 3. Allow students and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.
4. Charge no fees for clinical laboratory practice.
 5. Legal responsibility for the performance of students during the program shall be and remain solely with student, Faculty and College and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any student for any services rendered by the student during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of January 2, 2023 through January 2, 2024. This agreement will automatically renew unless terminated as provided hereinabove.

By: Program Director

Pharmacy Technician
Shuette Sen Date 1/11/23

Lamar Institute of Technology
Department Chair, Allied Health and Sciences

By: Clinical Affiliate, Chief Administrator

A. White Date 1/17/2023

[Signature] Date: 0

Vice President of Academic Affairs

[Signature] Date 1/19/2023

Dr. Sidney E. Valentine, Ph.D.
President, Lamar Institute of Technology

[Signature] Date 1/20/22

[Signature] Date 12.13.2022
Judge Jeff R. Branick
Jefferson County Judge

ATTEST [Signature]
DATE December 13, 2022





JEFFERSON COUNTY SHERIFF'S OFFICE

Zena Stephens, Sheriff

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shaubarger

Chief of Corrections

John.Shaubarger@jeffcotx.us

Resolution

DATE: January 25, 2023

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Senegal
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a Resolution recognizing George A. Nedd for his 12 years and 4 months of service to the Jefferson County Sheriff's Department and wishing him well in retirement.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

WHEREAS, *George A. Nedd*, has devoted 12 years and 4 months of his life serving the people of Jefferson County with pride and professionalism; and

WHEREAS, *George A. Nedd*, has pledged his services as a Deputy, making a contribution to law enforcement in Jefferson County, serving as a Peace Officer in the Fugitive Warrant Division and the Marine Safety Patrol Division; and

WHEREAS, through hard work and commitment, ***George A. Nedd***, has earned the respect of his colleagues and the citizens of Jefferson County; and

WHEREAS, having made a contribution to the Jefferson County Sheriffs' Office, ***George A. Nedd***, is recognized for his 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 ***George A. Nedd***, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.

SIGNED this 31 day of January, 2023.

JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4