Regular, 5/9/2023 10:30:00 AM

BE IT REMEMBERED that on May 09, 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:

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 May 09, 2023

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **May 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 **Regular** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

The following options are available:

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

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

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day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

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PURCHASING:

(a).Consider and approve specifications for Invitation for Bid (IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building.

SEE ATTACHMENTS ON PAGES 9 - 65

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

(b).Consider and approve specifications for Request for Proposal (RFP 23-034/MR) Jefferson County Entertainment Complex Naming Rights.

SEE ATTACHMENTS ON PAGES 66 - 128

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

(c).Receive and file bids for Invitation for Bid (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 129 - 543

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

(d).Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-024/MR), Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Cat5 Resources, LLC.

SEE ATTACHMENTS ON PAGES 544 - 547

Motion by: Pierce Second by: Alfred In Favor: Branick, Pierce, Erickson, Sinegal, Alfred Action: APPROVED 4

(e).Rescind award of line item 18 (leg irons) of (IFB 21-046/YS) Term Contract for Sheriff's Department (Jefferson County) Law Enforcement and Uniforms with TND Workwear Co., LLC and re-award item 18 (leg irons) for \$39.61 to Galls LLC.

SEE ATTACHMENTS ON PAGES 548 - 549

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

(f).Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-023/MR) Re-Bid Automated Teller Machines (ATM) Installation and Operation for Jefferson County.

NO ATTACHMENTS

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

COUNTY AUDITOR:

(a).Receive and file Amendment Number 4 to Contract CA-0000997 with the Texas Parks and Wildlife Department for the project "Mesquite Point Public Boat Ramp". Amendment extends the contract term date to December 31, 2023.

SEE ATTACHMENTS ON PAGES 550 - 551

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

(b).Consider and approve applying for the 2023 Port Security Grant Program (PSGP) and authorizing County Auditor to submit application through Grants.gov and ND Grants (FEMA Portal).

NO ATTACHMENTS

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

(c).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending March 31, 2023.

SEE ATTACHMENTS ON PAGES 552 - 568

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

(d).Regular County Bills – check #505930 through check #506178.

SEE ATTACHMENTS ON PAGES 569 - 577

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

DISTRICT ATTORNEY:

(a).Consider, approve and ratify out of state travel for assistant district attorney Cornelius Williams to attend 40th Annual National Black Prosecutor's Association Conference and Job Fair, to be held in Chicago Illinois from August 13th through August 18th, 2023. This event will help to recruit prospective Prosecutors. The seminar is budgeted out of the District Attorney's Travel Fund.

SEE ATTACHMENTS ON PAGES 578 - 579

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

COUNTY COMMISSIONERS:

(a).Consider and possibly approve a resolution for the City of Port Arthur.

NO ATTACHMENTS

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

(c).Receive and file executed Interlocal Agreement between Jefferson County and the City of Nederland for street repairs pursuant to Chapter 791, government Code.

SEE ATTACHMENTS ON PAGES 580 - 582

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

(b).Consider and possibly approve a proclamation for National Tourism Week.

SEE ATTACHMENTS ON PAGES 583 - 584

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

ENGINEERING DEPARTMENT:

(a).Execute, receive and file Utility Permit 07-U-23 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for distribution of data and communications. This project is located in Precinct # 4.

SEE ATTACHMENTS ON PAGES 585 - 595

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

Regular, May 10, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 10, 2023.

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JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

May 9, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building. Specifications for this project may be obtained from the Jefferson County website, <u>https://www.co.jefferson.tx.us/Purchasing/</u> or by calling 409-835-8593.

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

BID NAME:	Generator for Justice of the Peace Precinct 7 Building
BID NUMBER:	IFB 23-033/MR
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, June 14, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

There will be a **Pre-Bid Conference and Walk-Through** at **2:00 PM CT on Tuesday**, **May 16, 2023**, at Justice of the Peace Precinct 7 Building, located at 7933 Viterbo Road, Beaumont, Texas 77705.

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

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

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

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

Deboon Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

PUBLISH: Beaumont Enterprise & Port Arthur News: May 10, 2023 & May 17, 2023 The Examiner: May 11, 2023

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BID SUBMISSIONS:

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

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

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

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

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 **RESPONSIVENESS.**

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

required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in

the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

20. DEFINITIONS.

"County" – Jefferson County, Texas.

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

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

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

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,

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

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

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

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

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

The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until 23

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	satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.	
>\$2,000	Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u> , and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u> , "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	2 CFR 200 APPENDIX II (D)
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intellignence.	2 CFR 200 APPENDIX II (E)
None	intelligence. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)

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>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H
>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.30
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that	
>\$10,000	contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$10,000	with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered	2 CFR 200.323

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	feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.	
	B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.	
v c r a k t t t	C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.	
s a i t s	D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.	
t t c	E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.	
s	F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
ן ע נ נ נ נ נ נ נ נ נ נ נ נ נ נ נ נ ל נ ל	G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
None F	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the	2 CFR 200.216

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pro- 13, sub Rec	igation or expending of federal award funds on certain telecommunication ducts or from certain entities for national security reasons. Effective August 2020, FEMA recipients and subrecipients, as well as their contractors and contractors, may not obligate or expend any FEMA award funds to:	21
org	 grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 	
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	b) In implementing the prohibition under <u>Public Law 115-232</u> , section 889, ubsection (f), paragraph (1), heads of executive agencies administering loan, rant, or subsidy programs shall prioritize available funding and technical upport to assist affected businesses, institutions and organizations as is easonably necessary for those affected entities to transition from covered ommunications equipment and services, to procure replacement equipment nd services, and to ensure that communications service to users and ustomers is sustained.	
(0	c) See <u>Public Law 115-232</u> , section 889 for additional information.	
(0	d) See also <u>§ 200.471</u> .	

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None	 As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics 	2 CFR 200.322(a)(b)(1) (2)
	and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	 Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business business; 	2 CFR 200.321

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	 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity to extend the retention period. 	29
None	agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates). (1) <i>If submitted for negotiation</i> . If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation</i> . If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass- through entity) for negotiation purposes, then the 3-year retention period for its supporting records starts from the date of such submission. (2) <i>If not submitted for negotiation</i> and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	2 CFR 200.334
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas	Texas Government Code 2252.152

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	Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration. PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code	
	states the following: (a) This section applies only to a contract that:	
	(1) is between a governmental entity and a company with 10 or more full-time employees; and	
>\$100,000	(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.	Texas Government
	(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:	Code 2271.002
	(1) does not boycott Israel; and	
	(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract		
Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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:

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, June 14, 2023.

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

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

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

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

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

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

There will be a Pre-Bid Meeting on Tuesday, May 16, 2023, at 2:00 PM CT, at the Justice of the Peace Precinct 7 Building, located at 7933 Viterbo Road, Beaumont, Texas 77705.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, questions may be emailed to **Deborah Clark**, **Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, June 7, 2023.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on PAGE 30.

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

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

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

FORM 1295 EXEMPTIONS:

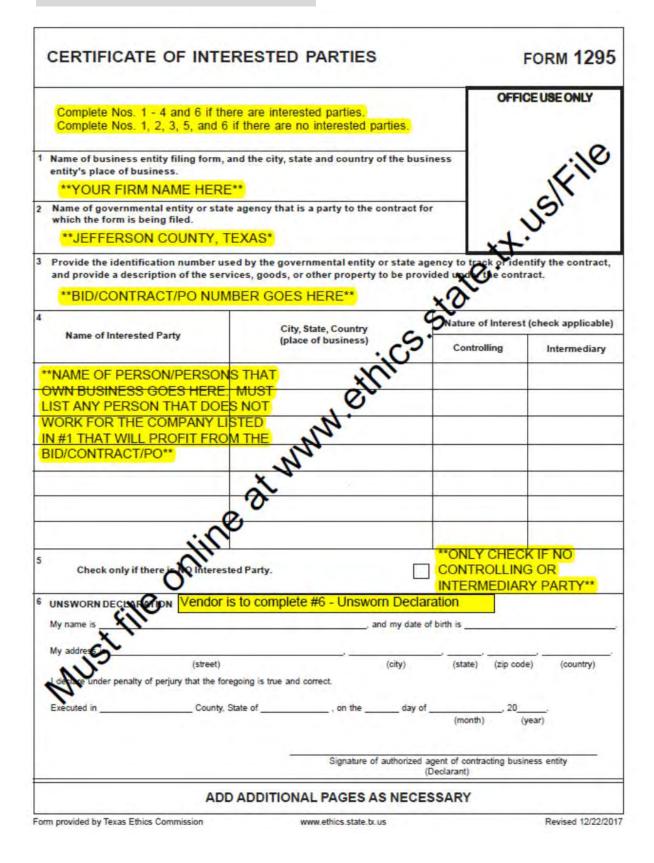
What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

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

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

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

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building



BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:		
Public Liability, including Products & Completed Operations	\$1,000,000	
Excess Liability	\$1,000,000	
Property Insurance (policy below that is applicable to this pro	ect):	
Improvements & Betterments Policy: Improvements/Remodeli	ng (for Lease Tenants	5)
Builder's Risk Policy: Structural Coverage for Construction Proje	cts	
Installation Floater Policy: Improvements/Alterations to Existing	g Structure	
22 022 (MP) Concreter for Justice of the Peace Presinct 7 Building		

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

11. WORKERS' COMPENSATION INSURANCE

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

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

401.011(44) for all its employees providing services on the project, for the duration of the project.

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

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

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

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

Bid Number & Name: (IFB 23-033/MR) Generator for Ju	stice of the Peace Precinct 7 Building
Bidder's Company/Business Name:	
Bidder's TAX ID Number:	
If Applicable: HUB Vendor No	DBE Vendor No
Contact Person:	Title:
Phone Number (with area code):	
Alternate Phone Number if available (with area code):_	
Fax Number (with area code):	
Email Address:	
Mailing Address (Please provide a physical address for I	<u>pid bond return</u> , if applicable):
Address	

City, State, Zip Code

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

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark at 409-835-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 23-033/MR.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for a 100 KW generator and automatic transfer switch for the Jefferson County Justice of the Peace Precinct 7 Building located at 7933 Viterbo Road, Suite 1, Beaumont, TX 77705.

The generator should be a 100 KW, 200 gallon diesel, 3 phase (120/208) generator. The automatic transfer switch should be 400 amp, 3 phase, Nema 3R switch.

DESCRIPTION OF WORK:

Proposer will install a new generator with automatic transfer switch. Proposer shall supply all labor, equipment and materials to install new generator and automatic transfer switch. The generator shall be connected to the automatic transfer switch.

REQUIREMENTS:

Proposer must have a licensed electrician install the generator and automatic transfer switch. Proposer must provide a copy of electrician license with their bid. Proposer must also include the manufacturer specifications and warranty information for the proposed generator and switch.

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To Jefferson County:

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

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

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

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

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

			For clarification	of this offer, contact:
Company Na	ame			
Address			Name & Title	
City	State	Zip	Phone	Fax
Signature of	Person Authorize	ed to Sign	E-mail	
Printed Nam	e			
Title				
[
	FORM ease complete the with bid subm			

The Offer is hereby accepted for the following items: Generator for Justice of the Peace Precinct 7 Building.

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

This contract shall henceforth be referred to as Contract No. (IFB 23-033/MR), Contract for Generator for Justice of the Peace Precinct 7 Building. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

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

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

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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 IFB.

Per specifications	\$	
Name of Proposer:		
Signature:		
Title:		

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

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governm (preferably a municipality) where the same or similar preservices as contained in this specification package were rece	oducts and/or	REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.
REFERENCE ONE		
Government/Company Name:		
Address:		
Contact Person and Title:		<u> </u>
Phone: F	ax:	
Email Address:	Contract Period:	
Scope of Work:		
REFERENCE TWO		
Government/Company Name:		
Address:		
Contact Person and Title:		<u> </u>
Phone: F	ax:	
Email Address:	Contract Period:	
Scope of Work:		
REFERENCE THREE		
Government/Company Name:		
Address:		
Contact Person and Title:		
Phone: F	ax:	
Email Address:	Contract Period:	
Scope of Work:		

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

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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.

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

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

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

Bidder (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	
REQUIRED FORM Bidder: Please complete this form	

and include with bid submission.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

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

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

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

		MENT OFFICER CLOSURE STATEMENT	FORM CIS
Th	is questionnaire reflects chan	ges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
go		opriate local governmental entity that the following local e aware of facts that require the officer to file this statement 6, Local Government Code.	
1	Name of Local Governmen	t Officer	1
2	Office Held		-
3	Name of vendor described	by Sections 176.001(7) and 176.003(a), Local Governme	nt Code
4	Description of the nature a	nd extent of employment or other business relationship	with vendor named in item 3
=			
5	from vendor named in item	ocal government officer and any family member, if aggr 3 exceeds \$100 during the 12-month period described t Description of Gift	by Section 176.003(a)(2)(B).
5	from vendor named in item Date Gift Accepted	3 exceeds \$100 during the 12-month period described t	by Section 176.003(a)(2)(B).
5	from vendor named in item Date Gift Accepted	a 3 exceeds \$100 during the 12-month period described t	by Section 176.003(a)(2)(B).
5	from vendor named in item Date Gift Accepted Date Gift Accepted	3 exceeds \$100 during the 12-month period described t Description of Gift Description of Gift	by Section 176.003(a)(2)(B).
	from vendor named in item Date Gift Accepted Date Gift Accepted	3 exceeds \$100 during the 12-month period described t Description of Gift Description of Gift Description of Gift	by Section 176.003(a)(2)(B).
	from vendor named in item Date Gift Accepted Date Gift Accepted Date Gift Accepted	a 3 exceeds \$100 during the 12-month period described t Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as d Government Code) of this local government officer. I a covers the 12-month period described by Section 176.00	by Section 176.003(a)(2)(B).
	from vendor named in item Date Gift Accepted Date Gift Accepted Date Gift Accepted	a 3 exceeds \$100 during the 12-month period described t Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as d Government Code) of this local government officer. I a covers the 12-month period described by Section 176.00 Signature of Loc	by Section 176.003(a)(2)(B). It is true and correct. I acknowledge lefined by Section 176.001(2), Local Iso acknowledge that this statement I3(a)(2)(B), Local Government Code.
	from vendor named in item Date Gift Accepted Date Gift Accepted Date Gift Accepted AFFIDAVIT	3 exceeds \$100 during the 12-month period described t Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as d Government Code) of this local government officer. I a covers the 12-month period described by Section 176.00 Signature of Loc	ht is true and correct. I acknowledge telined by Section 176.001(2), Local Iso acknowledge that this statement I3(a)(2)(B), Local Government Code.
6	from vendor named in item Date Gift Accepted Date Gift Accepted Date Gift Accepted AFFIDAVIT AFFIDAVIT	3 exceeds \$100 during the 12-month period described t Description of Gift Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement that the disclosure applies to each family member (as d Government Code) of this local government officer. I a covers the 12-month period described by Section 176.00 Signature of Loc	ht is true and correct. I acknowledge telfined by Section 176.001(2), Local Iso acknowledge that this statement I3(a)(2)(B), Local Government Code.

THIS FORM IS FOR OFFICE USE ONLY

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

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

Did the Prime Contractor/Consultant ...?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 56

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

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). Yes No

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name:			H	IUB: 🗌 Yes 🗌 No
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code):	
Project Title & No.:				
Prime Contract Amount: \$				
HUB Subcontractor Name:				
HUB Status (Gender & Ethnicity):				
ertifying Agency: 🛛 Tx. Bldg & Proc	curement Comm. 🛛 Jeffe	erson County] Tx Unified Certifica	ation Prog.
Address:				
Street	City	State	Zip	
Phone (with area code):		Fax (with	area code):	
Proposed Subcontract Amount:	\$	Percent	tage of Prime Contra	act: %
Description of Subcontract Work to be Pe	erformed:			
Printed Name of Contractor Representative	Signat	ure of Representati	ve	Date

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

REQUIRED FORM

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends	to utilize sub	contractors,	/subconsı	iltants in the	e fulfillment (of this contra	ct (if awarded).
Prime Contractor:						НИВ: 🗌 Ү	es 🗌 No
HUB Status (Gende	er & Ethnicity):						
Address:							
	Street		City	State	Zip		
Phone (with area o	code):			Fax (v	vith area code):		
Project Title & No.	:				IFB/RFP No.:		
Total Contract:	\$			Total HUB	Subcontract(s):	\$	
Construction HUB	Goals: 12.8% ME	BE::		%	12.6% WBE:		%
	Sub-goals: 1.7 A		· ·	nic, 0.7% Native is a guide to div		Asian American.	
Verification date HUI	CONTRACTOR		ed HUB Sub inf	ormation	Date:	Initials:	
HUB Subcontracto	r Name:						
HUB Status (Gende	er & Ethnicity):						
Certifying Agency:	🗌 Texas Blo	lg & Procureme	nt Comm.	Texas Unifie	d Certification Pr	og.	
Address:							
	Street		City	State	Zip		
Contact person:				Tit	le:		
Phone (with area o	code):			Fax (v	vith area code):		
Proposed Subcont	ract Amount:	\$		Per	centage of Prime	e Contract:	%
Description of Sub	contract Work to	be Performed:					
REQUIRED FC <u>Bidder</u> : Pleas and include v	e complete t						

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor					
HUB Status (Gender	& Ethnicity):				
ertifying Agency:	🗌 Tx. Bldg &	& Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area co	de):		Fax (with	n area code):	
Proposed Subcontra	ct Amount:	\$	Percer	ntage of Prime Contract:	%
Description of Subco	ontract Work to				
		be Performed:			
HUB Subcontractor HUB Status (Gender	Name:				
HUB Subcontractor	Name: & Ethnicity):				
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity):				
HUB Subcontractor HUB Status (Gender ertifying Agency:	Name: & Ethnicity):				
HUB Subcontractor HUB Status (Gender ertifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Street	k Procurement Comm.	Jefferson County State	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address: Contact person:	Name: & Ethnicity): Tx. Bldg & Street	& Procurement Comm. City	Jefferson County State Title:	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area co	Name: & Ethnicity): Tx. Bldg & Street de):	& Procurement Comm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	
HUB Subcontractor HUB Status (Gender	Name: & Ethnicity): Tx. Bldg & Street de): ct Amount:	& Procurement Comm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	

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

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

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING 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 s	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 J	efferson County HUB Office contacted for assistance in locating HUBs?	Yes	🗌 No	

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

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

Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Co	ntract: %
Description of Subcontract Work to be Perform	med:		
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Co	ntract: <u>%</u>
Description of Subcontract Work to be Perform	med:		
REQUIRED FORM			
Bidder: Please complete this forn and include with bid submission.			

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

State Zip
Title:
Fax (with area code):
Percentage of Prime Contract:%
State Zip
Title:
Fax (with area code):
Percentage of Prime 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:	REQUIRED FORM
Date:	Bidder: Please complete this form
E-mail address:	and include with bid submission.

(IFB 23-033/MR) Generator for Justice of the Peace Precinct 7 Building

-

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- □ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____ (city and state).

Taxpayer Identification	n Number (T.I.N.):	
Company Name subm	itting bid/proposal:	
Mailing address:		
lf you are an individua	I, list the names and address	es of any partnership of which you are a general partner:

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

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

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

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

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

l,,	the	undersigned	representative	of	(company	or	business
name)						(h	eretofore
referred to as company) being an adult c	ver th	e age of eighte	en (18) years of a	ge, at	fter being du	ly swo	orn by the
undersigned notary, do hereby depose	and	verify under o	ath that the com	pany	/ named abo	ove, i	under the
provisions of Subtitle F, Title 10, Govern	ment (Code Chapter 2	270:				

- 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 o	of	_, 20	_, personally appeared	I
duly sworn, did swea	ar and confirm that	at the a	, the above-name bove is true and correct	ed person, who after by me being t.
Notary Seal				
	Notary S	Signatu	re	
	Date			
				REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.

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

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

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



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Request for Proposal

May 9, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-034/MR), Jefferson County Entertainment Complex Naming Rights. **Specifications for this project may be obtained from the Jefferson County website**, <u>https://www.co.jefferson.tx.us/Purchasing/</u>, or by calling 409-835-8593.

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

PROPOSAL NAME:	Jefferson County Entertainment Complex Naming Rights
PROPOSAL NUMBER:	RFP 23-034/MR
DUE DATE/TIME:	11:00 AM CT, Wednesday, May 31, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

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

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 <u>will result</u> in a response being declared as non-responsive.

Deborah Classic

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH: Beaumont Enterprise & Port Arthur News: May 10, 2023 & May 17, 2023 The Examiner: May 11, 2023

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SENATE BILL 252 CERTIFICATION	
RFP AFFIDAVIT	

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

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

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

Proposer shall check each box indicating compliance.

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

Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.

An acknowledgment and/or response to each section of the proposal.

Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.

Identification of three (3) entities for which the Proposer is providing or has provided Naming Rights 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, <u>in its entirety</u>.

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 <u>will result</u> in a response being declared as non-responsive.

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

Company

Address

Telephone Number

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

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This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Facility Naming Rights.

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.

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1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are **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: <u>https://www.sam.gov</u>

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

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

PROPOSER: INSERT SAM.GOV REGISTRATION BEHIND THIS PAGE.

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 <u>WITH RFP PROPOSAL SUBMISSION</u>.

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 8.

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, <u>replaces the notary requirement</u> 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

CERTIFICATE OF INTER	RESTED PARTIES		FORM 129
Complete Nos. 1 - 4 and 6 if ther Complete Nos. 1, 2, 3, 5, and 6 i		es.	CE USE ONLY
Name of business entity filing form, ar entity's place of business. **YOUR FIRM NAME HERE*		ne business	USIFILE
Name of governmental entity or state which the form is being filed. **JEFFERSON COUNTY, TE		tract for	US
Provide the identification number use and provide a description of the servic		tate agency to track of ide provided updatile cont	entify the contrac ract.
**BID/CONTRACT/PO NUME		XO	
Name of Interested Party	City, State, Country	PNature of Interes	t (check applicabl
Name of Interested Party	(place of business)	Controlling	Intermediary
ORK FOR THE COMPANY LIS			
		**ONLY CHEC	
Check only if there in the intereste	d Party.		
My name is	to complete #6 - Unsworn I		
(street) device under penalty of perjury that the foreg	going is true and correct.	ty) (state) (zip coo	de) (country)
Executed in County, St		_ day of, 20,	(year)
		(Declarant)	

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 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

(RFP 23-034/MR) Jefferson County Entertainment Complex Naming Rights

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

(RFP 23-034/MR) Jefferson County Entertainment Complex Naming Rights

Minimum Insurance Requirements:

Public, Liability, including Products & Completed Operations\$1,000,000Excess 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 <u>1.35 above</u>.

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 <u>1.36.1. – 1.36.7</u>, 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

2 CFR 200.327 Contract provisions. The non-Federal entity's contracts should contain applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. The non-Federal entity's contracts must contain the provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards, as applicable. *Language as of August 31, 2022.

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None		2 CFR 200 APPENDIX II (B) APPENDIX II I and 41 CFR §60-1.4(b)
	the following equal opportunity clause: 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 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.

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(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:	
Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.	
The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.	
The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.	
The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal	
proceedings.Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In	2 CFR 200 APPENDIX II (D)
addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage (RFP 23-034/MR) Jefferson County Entertainment Complex Naming Rights PAGE 18 OF 6	

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	determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (<u>42 U.S.C. 7401-7671q</u> .) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)

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>\$100,000	Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non- Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200
		APPENDIX II (J) 2 CFR 200
	See 2 CFR §200.216.	APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. <i>§135.38 Section 3 clause</i>	2 CFR 200.323
>\$100,000	 All section 3 covered contracts shall include the following clause (referred to as the section 3 clause): A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations. C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin. 	

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	D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.	
	E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.	
	F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.	
	G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).	
	Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:	
None	 Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: Procure or obtain; Extend or renew a contract to procure or obtain; or Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). 	2 CFR 200.216
	 (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). 	

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	 (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. 	
	 (b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained. (c) See <u>Public Law 115-232</u>, section 889 for additional information. (d) See also § 200.471. 	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	2 CFR 200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336

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None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business; (5) Using the corvices and assistance as appropriate of such organizations as	89 2 CFR 200.321
	 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	
None	Financial records, supporting documents, statistical records, and all other non- Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following: (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. (d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity. (e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned. (f) Indirect cost rate proposals, cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of cos	2 CFR 200.334

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	(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	 PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship. 	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

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 <u>Proposer</u>: Please complete this form and include with proposal submission.

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

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:

 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.

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM <u>Proposer</u>: Please complete this form and include with proposal submission. 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, <u>in its entirety</u>.

The County requests that response submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, May 31, 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: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at: <u>deb.clark@jeffcotx.us</u>.

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.

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

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, May 24, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

- May 9, 2023 Issuance of Request for Proposal
- May 31, 2023 Deadline Submission (late proposals will not be considered)
- June 2, 2023 Proposals distributed to Evaluation Committee
- June 6, 2023 Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
- June 8, 2023 If Applicable: Conduct Interview/Best and Final Offer/Short List
- June 20, 2023 Recommendation for Award

Please note:

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

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 <u>NOT</u> 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 42)
- G. Copy of RFP Specifications and any Addenda <u>in their entirety</u>.
 (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.

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a Contractor to purchase naming rights of the Jefferson County Entertainment Complex formerly known as "Ford Park Entertainment Complex" located at 5115 IH-10 S, Beaumont, TX 77705 for a term of 10 years. Jefferson County Entertainment Complex is multipurpose facility (sitting on 221 acres) that is owned by Jefferson County and currently under the management of Oakview Management. There is approximately four (4) years remaining on the management contract. Naming rights are particularly valuable because of its effectiveness in introducing new products, helping new or established products contend with competitive brands, and increasing corporate brand awareness. However, the real value lies in the borrowed imagery of a property and the unique media exposure a brand receives through the naming rights agreement. Media exposure includes television, radio, print and online coverage at no additional cost to the company. Naming rights to the Jefferson County Entertainment Complex will generate millions of impressions annually through exterior, onsite, paid and earned media.

The awarded proposer will be entitled to rename the Jefferson County Entertainment Complex and develop signage for the facility which is subject to the approval of the Jefferson County Commissioners' Court.

The awarded proposer will commit to paying the signage replacement cost. All sign placements must be approved by Jefferson County Commissioners' Court and be in accordance with all municipal approvals, zoning and building code requirements.

The following is a general summary of the naming rights package.

- 1. Rights & Benefits
 - a. Category Exclusivity
 - b. Intellectual Property Rights
 - c. Official Partner Status
 - d. Product Integration/B2B Relationship
- 2. On-Site Visibility
 - a. Special Events Room Entitlement
 - b. Facade Signage
 - c. Marquee
 - d. LED Arena Videoboard
 - e. Box Office
 - f. Directional Signage
 - g. Sponsor Wall
 - h. Concourse Signage
 - i. Banner Display
- 3. Digital Media
 - a. Presenting Sponsor (Website)
 - b. Banner Ads (Website)
 - c. Digital & Social Media Campaign (Facebook, Instagram, Twitter)
- 4. Marketing Rights
 - a. Permanent Activation Rights
 - b. Community Marketing Platform
 - c. Advertising Inclusion of over \$400,000.00 annually
- 5. Collaterals
 - a. Ticket Stock
 - b. E-Newsletter
 - c. Mailers
 - d. E-Blasts
 - e. Staff Badges/Uniforms

- 6. Hospitality & Experiences
 - a. Special Events Room Rental
 - b. Use of Center & Meeting Rooms
 - c. Luxury Suite/Box at all Arena and Pavilion events

Proposers are encouraged to offer and describe promotional advertising opportunities that may include additional revenue or marketing benefits, which support the Complex attendance or attendees.

Proposer shall state their objectives and strategy to introduce, build and increase awareness of the Complex's new name. Proposer shall describe their strategy to ensure a complete and integrated use of the name. Proposer shall also include their strategies to implement their community commitment to Jefferson County.

5.2 FACILITY INFORMATION

For purposes of this Request for Proposal, the facilities included in the "Jefferson County Entertainment Complex" are to include: Complex Fields, Complex Pavilion, Complex Arena, Complex Exhibit Hall, The Barns, Complex Midway, Golden Triangle Sports Academy (land lease), Southeast Texas Baseball/Softball Academy LLP (land lease).

The Jefferson County Entertainment Complex, conveniently located on Interstate 10, is the premier entertainment venue in Southeast Texas, and hosts over 650,000 guests and 200 event days annually.

The following is a sample of the event types for the Jefferson County Entertainment Complex.

- Banquet
- Fair/Carnival
- Concert
- Conference
- Consumer Show
- Convention
- Equestrian/Livestock
- Exhibition

- Graduation
- Live Entertainment
- Meeting
- Performance Show
- Social Function
- Speaking Engagement
- Sporting Event
- Trade Show

The following facilities are managed by Oakview Management:

• Jefferson County Entertainment Complex Fields – opened in 2002. It is comprised of 12, championship caliber, fast pitch youth softball/baseball fields. Each field has hard covered stands and all-weather-in fields. The complex has one centralized gate, concession stands, restrooms, and 1,000 on-site parking spaces.

• Jefferson County Entertainment Complex Pavilion – opened in the Spring 2003. The 14,000-seat Pavilion has first class amenities including state-of-the-art lighting and sound, ample parking, restrooms, food and beverage plazas.

• Jefferson County Entertainment Complex Arena – opened in the Fall of 2003. The 8,500 seat multi-purpose arena hosts concerts, rodeos, circuses, motor sports and many other special events.

• The Arena Club – a 2,300 sq. ft. club room inside the arena hosts meetings and large group events.

• The Arena Floor - the arena floor offers a location that can be personally designed for sit-down dinners with parties of 250 to 1,000. It can also be used f or trade and consumer show floor space.

• The Main Lobby – an 11,000 sq. ft. lobby that can be setup for formal banquets with parties of 200, into a "nightclub" for teen dance parties, or concert hall for up to 800.

• Meeting Rooms – Jefferson County Entertainment Complex has 8 meeting rooms ranging in size from 525 sq. ft. to 1,680 sq. ft.

• Jefferson County Entertainment Complex Exhibit Hall – opened in the Fall of 2003. The 48,000 sq. ft. of exhibit space includes eight individual meeting rooms, an 11,000 square foot lobby or pre-function space, a full kitchen for catering, concession stands and restrooms. The exhibit hall is flexible enough to accommodate small banquets for 200 up to large company picnics for 1,000+. The exhibit hall also hosts concerts as well as consumer and trade shows. Jefferson County Entertainment Complex Exhibit Hall is attached to the Arena offering a combined 83,000 sq. ft. of space.

• The Barns - two free-span, open air barns offering space for such events as a company picnic, trail ride, or family reunion. The large barn measures to 44,000 sq. ft. while the small barn measures to 25,000 sq. ft. Call for rates.

• Jefferson County Entertainment Complex Midway – opened in the Fall of 2003. With 9 acres of paved Midway, there is plenty of room for festivals, fairs, and rodeos. Structures in Ford Midway include a 45,000 sq. ft. practice arena, over 25,000 sq. ft. of covered barn space and a dedicated parking area.

The following facilities are not managed by Oakview Management:

• Golden Triangle Sports Academy (Land Leased to Tenant): consists of two 10,000 sq. ft. indoor climate-controlled buildings.

<u>Building 1</u>: has a 2000 sq. ft. Pro-Shop and eight retractable cages and three softball/baseball pitching machines.

<u>Building 2</u>: consists of a fully indoor climate-controlled infield area spanning over the entire 10,000 sq. ft. The turf mimics a full-size diamond with removable bases and pitching mound to accommodate a wide variety of ages. This area will allow a team or group the opportunity to conduct a full team workout in one area while indoors.

• Southeast Texas Baseball/Softball Academy LLP (Land Leased to Tenant): The Academy is a 10,065 sq.ft. building to train for baseball and softball year round. There are two (2) coin operated cages with an automated retrieval system to pick up the balls. Each cage has a baseball pitching machine in it. The baseball machines are Iron Mike pitching machines that pitch the ball with an arm so you can work on your timing along with your swing. There are also have seven lesson cages for team or individual rental & private lessons. The cages are full 68 ft. cages that will be used for professional instruction in all phases of the game, or for personal and team rental.

5.3 TERMS

Once the contract is awarded, the cost offered by the successful proposer shall remain firm for the term of the contract. Contract shall be for a period of ten (10) years.

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. Naming Rights

6.4 LAWS AND REGULATIONS

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

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 42** 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 42** 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 <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the 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

(RFP 23-034/MR) Jefferson County Entertainment Complex Naming Rights

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 – 10%

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

b. IMPLEMENTATION PLAN – 10%

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. **COMMUNITY COMMITMENT – 15%**

This refers to the overall commitment of Proposer to the Jefferson County community. (i.e. Community events, community engagement, community presence, etc.)

d. FINANICAL PROPOSAL – 65%

This is the expected amount your firm would compensate the County. 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. Using this form, each Proposer must state its proposed payment to the County. Proposed payment for the term of the contract will be a factor in the County's selection process.

Proposed payment to the County - Year 1		\$
Proposed annual payment percentage increase		%
Name of Proposer:		
Signature:		
Title:		

REQUIRED FORM Proposer:

Please complete this form and include with proposal submission.

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

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

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

[Printed Name of Consultant]

By:	_
Title:	 _
Date:	 _

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

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

RFP Number & Name: (RFP 23-034/MR) Jefferson County Entertainment Complex Naming Rights
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 <u>Proposer</u>: Please complete this form and include with proposal submission.

VENDOR REFERENCES FORM

Proposer: Please list at least three (3) companies or g agencies (preferably a municipality) where the sam products and/or services as contained in this specifica were recently provided.	e or similar Proposer: Please complete this form
REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	_ Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	_ Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	_ Fax:
Email Address:	Contract Period:
Scope of Work:	

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 of	ther governmental entities to	piggyback off this contra	ict, if awarded, under
the same terms and conditions?		Yes 📃 🛛 🛛	10 🗌

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	
[]	f la
REQUIRED FORM	
Proposer:	

Please complete this form and include with proposal submission.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

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

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Sub-awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

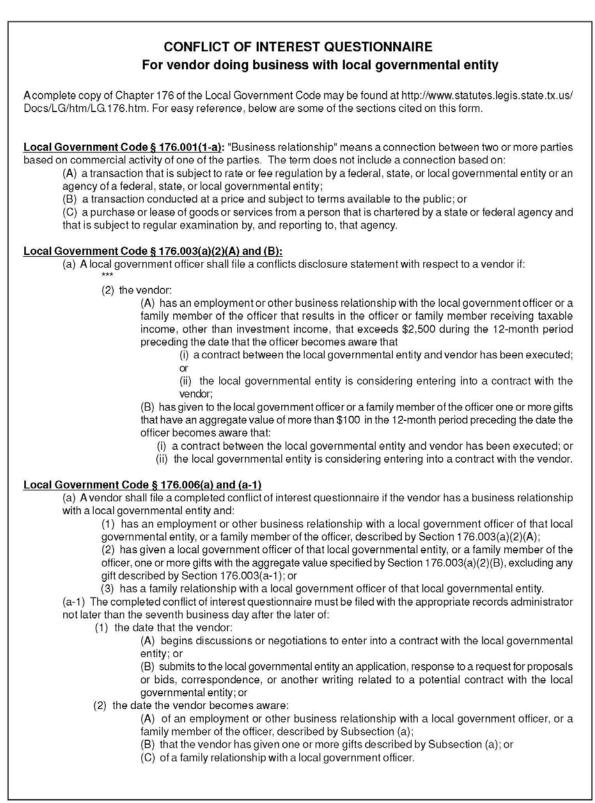
According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information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

Approved by OMB 0348-0046 **Disclosure of Lobbying Activities** Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		offer/application Il award	Report Type: a. initial filing b. material change
Name and Address of Reporting E Prime Sub-award Tier, if Congressional District, if kno	ee Known:	Name and Addre	ity in No. 4 is Sub-awardee, Enter ass of Prime: onal District, if known:
Federal Department/Agency:	····	_	ram Name/Description:
Federal Action Number, if known: 10. a. Name and Address of Lobby (if individual, last name, first name)		CFDA Number, <i>i</i> 9. Award Amou \$	f applicable: Int, if known: Performing Services (including nt from No. 10a)
11. Information requested through thi authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a n representation of fact upon which relia by the tier above when this transactio entered into. This disclosure is require U.S.C. 1352. This information will be re- Congress semi-annually and will be an inspection. Any person who fails to fil disclosure shall be subject to a civil p than \$10,000 and not more than \$100, failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public e the required enalty of not less	Signature: Print Name: Title: Telephone No.:	
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)
REQUIRED FORM <u>Proposer</u> : Please complete this form and			

include with proposal submission.



Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 11/30/2015

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being tiled in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. <i>See</i> Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.	1
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the ap later than the 7th business day after the date on which you became aware that the ori incomplete or inaccurate.)	
Name of local government officer about whom the information in this section is being disc	closed.
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer employment or other business relationship as defined by Section 176.001(1-a), Local Gover pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	income, other than investment
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, fro government officer named in this section AND the taxable income is not received from the lo	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership interest of one per the server of the serve	
Yes No	
Yes No	nt officer named in this section.
	nt officer named in this section.
D. Describe each employment or business and family relationship with the local governmen	nt officer named in this section.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	LOCAL GOVERN	MENT OFFICER CLOSURE STATEMENT	FORM CIS
Th	is questionnaire reflects chan	iges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
go	overnment officer has becom	ropriate local governmental entity that the following local ne aware of facts that require the officer to file this statement 76, Local Government Code.	Date Received
1	Name of Local Governmen	t Officer	
2	Office Held		
3	Name of vendor described	by Sections 176.001(7) and 176.003(a), Local Government	Code
4	Description of the nature a	and extent of employment or other business relationship wi	th vendor named in item 3
5	from vendor named in item Date Gift Accepted	local government officer and any family member, if aggregants a sector of the sector o	Section 176.003(a)(2)(B).
		Description of Gift	
	Date Gill Accepted	(attach additional forms as necessary)	
6	AFFIDAVIT	I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a	ned by Section 176.001(2), Local acknowledge that this statement
		Signature of Local (Government Officer
	AFFIX NOTARY STAMP / SE		
	Sworn to and subscribed before of, 20	me, by the said, to certify which, witness my hand and seal of office.	this the da
	Signature of officer administer	ing oath Printed name of officer administering oath T	itle of officer administering oath

THIS FORM IS FOR OFFICE USE ONLY

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 No	3.	Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
Yes	🗌 No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders?
Yes	🗌 No	5.	Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
Yes	🗌 No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

Printed Name of Authorized Representative

Signature

Title

Date

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

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded). Yes No

Instructions for Prime Contractor/Consultant: Proposer shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Sub-consultant with proper signatures, per the terms and conditions of your contract.

Contractor Name:						HUB: pYes pNo	
Address:							
	Street		City	State	Zip		
Phone (with area code	e):			Fax (with	h area code):		
Project Title & No.:							
Prime Contract Amou	nt: <u></u>	\$					
HUB Subcontractor Na	ame:						
HUB Status (Gender &	Ethnicity):					
Certifying Agency:	🗆 Tx. Blo	dg & Procuremer	nt Comm. 🛛 J	efferson County	□ Tx Unified Cert	ification Prog.	
Address:							
	Street		City	State	Zip		
Phone (with area code	e):			Fax (with	h area code):		
Proposed Subcontract	Amount:	\$		Percei	ntage of Prime Co	ntract:	%
Description of Subcon	tract Wor	k to be Performe	d:				
Printed Name of Contr	actor Repr	esentative	Sig	nature of Representa	tive	Date	
Printed Nar	ne of HUB		Sig	nature of Representa	tive	Date	
NOTE: NOTHING ON THIS NOT	ICE OF INTEN	IT FORM IS INTENDED	TO CONFER ANY RIGH	TS, EXPRESSED OR IMPLI	ED, TO ANY THIRD PART	IES.	

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

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

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This information must be submitted with your proposal.

Prime Contractor:					HUB: 🗌 Yes	🗌 No
HUB Status (Gend	er & Ethnicity):					
Address:						
	Street	City	State	Zip		
Phone (with area	code):		Fax (wit	h area code):		
Project Title & No	.:			IFB/RFP No.:		
Total Contract:	\$		Total HUB Su	ubcontract(s): _	5	
Construction HUB	Goals: 12.8% MBE::		%	12.6% WBE:		9
OR HUB OFFICE USE	ONLY:					
Verification date HU	ONLY: B Program Office reviewed and		rmation	Date:	Initials:	
Verification date HU PART I. HUB S HUB Subcontracto HUB Status (Gend	B Program Office reviewed and CUCONTRACTOR DISC or Name: er & Ethnicity):	CLOSURE				
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HUB Subcontractor	Name:			
HUB Status (Gende	& Ethnicity):			
Certifying Agency:	Tx. Bldg & Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
Address:				
	Street City	State	Zip	
Contact person:		Title:		
			n area code):	
Phone (with area co	ode):	Fax (with		
Proposed Subcontra		Perce	ntage of Prime Contract:	%
Proposed Subcontra	act Amount:\$	Perce	ntage of Prime Contract:	%
Proposed Subcontra Description of Subc	act Amount: <u>\$</u> ontract Work to be Performed:	Perce	ntage of Prime Contract:	%
Proposed Subcontra Description of Subc HUB Subcontractor HUB Status (Gender	act Amount: <u>\$</u> ontract Work to be Performed: Name:	Perce	ntage of Prime Contract:	%
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Proposed Subcontra Description of Subc HUB Subcontractor HUB Status (Gender Certifying Agency: Address:	act Amount: <u>\$</u> ontract Work to be Performed:	Perce	ntage of Prime Contract:	%

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.

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Subcontractor Name:			4 of 4	
Address:Stree	et	City	State Zip	
Contact person:			Title:	
Phone (with area code):				
Proposed Subcontract Amo				
Description of Subcontract		rmed:		
Subcontractor Name:				_
Address:				
Stree	et	City	State Zip	
Contact person:			Title:	
Phone (with area code):			Fax (with area code):	
Proposed Subcontract Ame Description of Subcontract	work to be Perfo	rmed: am Instructions and I	Percentage of Prime Contract:	% f this form
Proposed Subcontract Ame Description of Subcontract hereby certify that I have re ttached any necessary sup nay result in my not receivi	work to be Perfo Work to be Perfo ead the <i>HUB Progr</i> port documentation ng a contract awar	rmed: am Instructions and I on as required. I fully rd or termination of a	Percentage of Prime Contract:	% f this form
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	bunt: \$ Work to be Perfo ad the <i>HUB Progr</i> port documentation ng a contract awar be in charge of in	rmed: am Instructions and I on as required. I fully rd or termination of a	Percentage of Prime Contract:	% f this 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	n Number (T.I.N.):	
Company Name submitting bid/proposal/response:		
Mailing address:		
lf you are an individua	l, 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.

l,, name),	the	undersigned	representative	of	(company		business ieretofore
referred to as company) being an adult o	ver th	e age of eighte	en (18) years of a	ge, at	fter being du	y swo	orn by the
undersigned notary, do hereby depose	and	verify under o	ath that the com	pany	/ named abo	ove, i	under the
provisions of Subtitle F, Title 10, Governm	nent (Code Chapter 2	270:				

- 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 Repre	esentative	
Date		
On this day of	, 20	, personally appeared
duly sworn, did swear and		, the above-named person, who after by me being above is true and correct.
Notary Seal		
	Notary Signat	ure
	Date	
REQUIRED FORM		
Proposer:		
Please complete this for		
include with proposal si	upmission.	

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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 thisday of
SIGNATURE	, 2023
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	Notary Public
	State of
CITY, STATE, ZIP CODE	My Commission Expires:
()	
TELEPHONE NUMBER	

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



COVER LETTER

To: JEFFERSON COUNTY, TEXAS PROCUREMENT DEPARTMENT

Arcco Company Services, Inc. is the total solution for service and maintenance of all diesel and natural gas powered generators. ARCCO service technicians set the standard in reliable and cost-effective maintenance of all types of generator power applications, maintain factory certifications on all major brands of generators, and switchgear equipment. Service and maintenance means more than an oil change and checking belts and hoses when it comes to generator power. It is a complex power generating systems, and it requires expert knowledge and experience to properly maintain and service. ARCCO Power Systems leads the way understanding multiple generations of generator evolution and innovation, and is equipped with the latest technology expertise to properly service and maintain your generator power systems.

ABOUTARCCO:

••

Since 1991, Over the past 30 years, Arcco has dedicated itself to excellence in Generator distribution, Generator Service and Emergency response Services in the Gulf South Area. Arcco embodies the spirit of collective value creation: we develop our people, capabilities, and relationships with a singular focus. <u>To create the best in class Generator</u> <u>Service Business</u>.

With a Team of over 54 employees and one of the largest trained and EGSA certified technical Staff in the Gulf region, Our Experience has lead us to managing Thousands of Generators with Many Federal, State and Local municipalities. Some of those more notably are:

- The City Parish Of East Baton Rouge :Managing the Purchase, Install & Startup and Maintenance of over 500 Generators within - monthly (20 Kw to 12,500 KW Sites)
- Jefferson Parish: Managing the Maintenance of their Generators Parish wide Sine 2009
- LSU: Managing the Maintenance of 90 Generators and transfer switches on a monthly basis
- Mississippi Power- Southern Co Managing the Maintenance of 30+ Generators
- Emergency Response Experience :
 - LA Governor's Office of Homeland Security Awarded Vendor Since 2010 for Emergency Generators, Transformers, Electrical installations and Fuel provider.
 - Storms Arcco provided Responses for : Katrina, Ike, Gustav, Barry, Harvey, Laura, Zeta , Delta, The Ice Storm of 2021 , Hurricane Ida 2021
- Preventative Maintenance for Pearland and Sugarland Tx

Arcco has EGSA certified technicians that are qualified to work on all makes and models.

Arcco is Factory certified to provide warranty work on Generac, John Deere, Perkins, Asco, Zenith and some Toshiba products. Arcco is a licensed Electrical Contractor in Louisiana, Mississippi, and Alabama and Texas as well. Arcco has access to proprietary controllers from Generac, Asco, John Deere, ComAp, Deep Sea, and Easy gens.

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VISION

L'ascen

VISION

Arcco will be our customers' most trusted Generator partner, integral to their success. Our mission-driven company will be a strategy-focused organization, operating as a BEST IN CLASS provider. We will be valued by our customers, esteemed by fellow employees, embraced by teammates, respected by competitors, prized by shareholders, and appreciated by our communities.

1-281-585-423

MISSION

As a Christian based company, Arcco's mission is to:

- Build a business worth owning, careers worth having, and lives worth living.
- Motivate people to act professionally in everything they do, while working as a team.
- Exceed customer expectations by always being first to market with the best response in value, products and service.
- Partner with our customers to make sure that they succeed.
- Demand that everything we do leads to a cleaner, healthier, safer environment.

VALUES

Our position of trust with our clients is fundamental to the growth and success in all of our engagements. This trust is rooted in partnership, respect, fairness, credibility, and keeping our commitments.

With uncompromising integrity and ethics, we value:

- Safety No aspect of operations is more important than the health and safety of people and clients.
- Our people—their passion for the mission, intellectual capital, creativity, and ability to lead make our reputation and ensure the success of our company.
- Justice and Fairness Doing the right thing at the right time, every time.
- Trustworthiness Cultivating a reputation of honesty and straightforward communication..
- Responsibility Accepting accountability for our actions and living up to high ethical expectations.
- Citizenship Developing a sense of community among all those you encounter.
- Respect Treating others the way we want to be treated, regardless of position, and valuing each person's talents, perspectives and experience.
- Caring maintaining a sincere desire through our actions to make the communities, we serve a better place.
- Quality in all that we do—by our quest for excellence, value creation, and innovation we seek to deliver the best
 value for our clients and always improve all elements of our business.

EXECUTIVE LEADERSHIP VALUES

The values of our leadership team are aligned with the values with of our company. In a simple, yet meaningful order: God, family, business.



Facilities

Arcco has five facilities that we use to service our customers. With 35,000 Sq. Ft. under roof and over 80,000 ft. of laydown yard to assist with: Distribution of Services, Project Management, Emergency response. Each Facility has its own dedicated parts department with intercompany trucks running to supply maintenance and emergency response needs. With a total inventory of over \$2,000,000 in moveable parts stock at all times, we try to make sure we have what is needed, when you need it.

Arcco Locations:

Arcco Power Systems of Texas 3400 Awesome Lane LaPorte, Texas 77571 1-281-885-4231

- Arcco Power Systems of Mississippi
 - Gulf Port 14336 Seaway Rd Gulfport, Ms 39503

Arcco Power Systems of Louisiana Baton Rouge 9424 N Interstate Dr Baton Rouge, La 70809 1-225-275-2722 Bossier 4704 Viking Drive Bossier La 70002

> New Orleans 301 Griffer Dr Harvey, La 70058



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Technical Staff

At Arcco, we focus on training, and it is a big part of our Core Values, with our Focuses on Safety as well as Electrical and Mechanical training on All Makes, Models and types of Emergency Power Systems. Our services are only as good as our education. Our management prioritizes employee training to ensure the very best in the Sales, Service, Rental and Emergency Response for Backup Generators.

SAFETY

0

ARCCO believes that Safety is Paramount to a well-run and reliable business. Arcco has consistently looked for improving their Safety programs, Training and follow through for the prevention of accidents. Some of those key components being:

- o Weekly Safety and Training Meeting with all of the technical staff and Management
 - Engaging with Safety professionals for Onsite reviews as well as management of our Programs
 - Arcco works with Smart Safety Gulf Coast Web: <u>www.smartsafetygulfcoast.com</u>
 - Our Key Approaches through Smart Safety are :
- Arcco's Technicians also provide backup pictures for their customers for customer self-inspection of Arcco's work, as well as Arcco Management inspection of its work

Electrical and Mechanical training

Arcco Services All Makes, Models, Sizes and Systems. Including Caterpillar, Cummins, Kohler, Generac, MTU, Hi-Power, Kato Light, S&S, EMD is as well as many more. Our Key to servicing and repairing all makes and models is based in our Core training programs through the EGSA programs. Arcco is a testing Center for them and trains, and tests, our technicians on through their systems.

Methods for Scope Completion

Arcco Power Systems' proposal is based off the following Workflow process: 1) Initial Setup 2) Kick-off Meeting 3) Schedule set-up 4) Complete Work, per specifications, Submit verification with any variances 5) Submit any Follow up work/repairs recommended for Review 6) Invoicing for completed, and verified work. 7) Annual review Process.

Initial Setup

Upon notice of Award Arcco will reach out to the Project Manager from Jefferson County, Texas to schedule and setup site surveys. Arcco Performs the no charge site surveys so that we can input all of your units into our Software systems correctly and accurately. During those site surveys, we will be collecting the following data from each of your units in the field. This information is then stored in our System by each of you units Serial number. This helps us stream line the correct parts to your units in case of a need. Our systems will also store all information from each of our visits to your site. This data is collected in the field, and shared live into our main servers. Once there, it will populate under your Customer ID, Site ID, and Unit ID. This information will also always be available for your review thorough our Customer Portal directly into our System. https://portal.arcco.com/ (see appendix 1)

Kick-Off Meeting

In conjunction with the Site Surveys, Arcco would like to set up a Kick off Meeting with the Project Managers, and any other Jefferson County, Texas personnel as needed. Our Key Goals, and take aways, from the meeting are:



- A Face to Face meeting so you can meet the Team handling the Critical Backup Generators for Jefferson County, Texas
- Establishing Arcco's Points of Contact for: Scheduling, Emergency Response, Backup, and Invoicing.
- Arcco would also like to hear any feedback on Jefferson County, Texas Expectations.

Schedule Setup

Arcco's approach to scheduling the work is as follows: Your maintenance will be programmed into our systems to open twice per year, as you design (for example: the beginning, middle or end of a gtr.). Arcco will open the Service Jobs for your work 30-45 days prior to the established timelines. This is to assist with receiving any necessary parts ahead of the scheduled date. Once open, Arcco will be reviewing the open Service Jobs, Scheduling them accordingly, and submitting that schedule to the Jefferson County, Texas POC's and team for review and or, approval. In the event of any variances, Arcco's Dispatchers will, reach out to the Jefferson County, Texas POC's and reschedule that Service Jobs accordingly.

Complete Work & Submit Verification

Arcco's intent is to finish the quarterly scheduled maintenance, per your specifications and schedule. At the completion of each PM or Service Repair order, Arcco will submit via Email to the POC for Jefferson County, Texas, a completed Field Service report, a site survey, Load test report if applicable to that service, and site pictures to display the completion of work . All of this data will also be available to Jefferson County, Texas through Arcco's customer portal. https://portal.arcco.com/

Submit Variances and Repair recommendations

In the event that a variance, or repair recommendation, is noted during a PM or callout, Arcco's team will submit a detailed quoted listing the estimated time to make the repair, along with a detail of any parts that are needed. Arcco will not proceed with any repairs without the written permission of Jefferson County, Texas. Invoicing

Upon completion of work, PM and or Repairs, Arcco will submit the invoice(s) on or before the 15th of each month. Annual Reviews

Arcco likes to hear back from its customers. Each year we like to plan an annual review with our customers. We would like to do the same with Jefferson County, Texas. In our reviews, we like to go through a list of questions and encourage feedback from you. We like to make sure you have had a good experience with Arcco, and we strive to improve our services for you each year.

Emergency Response and Contingency Plans

Emergency Response:

Arcco is on Call 24 hours a day, 365 days per year. Upon written engagement, From the POC of Jefferson County, Texas, of any event, Arcco will be make available the full resources of Arcco and its subcontractors. No one will be committed or charged to an emergency response until an engagement is received. Arcco can provide pre-event Equipment inspections, Post Storm Equipment inspections as well as Repairs, Fuel, and Rental Generators, cable and installation as needed for emergency support.

Operations and program support, along with field and deployment teams will muster and be directed Arcco's Laporte facility and ARCCO headquarters within 24 hours of notification from the Jefferson County, Texas POC.

Any portable generators will be deployed to sites as directed by the POC of Jefferson County, Texas. Generators that have been operating will be maintained as needed per manufacturer's maintenance requirements. Re-Fueling can be done as needed to keep the Emergency System Operational, and as fuel is available from suppliers. The emergency response will end upon written notification From the POC of Jefferson County, Texas

Emergency Response Contingency:

Over the last 32 years, and dozens of Emergency Reponses, Arcco has hardened its resiliency.



Cellular Resiliency

Arcco is a First Net Vendor through ATT, its first responder network, so we have access to the same cellular network as the Police, Fire and Ambulance response teams.

Main Phone/Internet Connectivity Resiliency

Arcco Phone lines are tied together through the ATT Fiber Network that can also be moved into the cloud in the event of a Major catastrophic event. This is set up for all five of Arcco's facilities. Arcco also has a built in redundancy to this system with other network providers to provide an N+1 redundancy for the connectivity of our operating systems and voice systems.

Facility Redundancy

Arcco has five strategically placed facilities throughout the Gulf South Region. Arcco has critical inventories at each one of its facilities, and with it, Trucking Assets can quickly move inventory to safe zones, and or disaster zones as needed.

ARCCO Phone #'s		Mobile/Main#	Extension	EMAIL
Tom Sanders	EMER CONTACT-EXEC MGMT	225-229-7226	119	tsanders@arcco.com
Scott Millican	EMER CONTACT-SALES MGMT	225-328-7222	118	smillican@arcco.com
Jordan Benoit	EMER CONTACT-SALES	337-496-6624		jbenoit@arcco.com
Van Keller	EMER CONTACT-SERVICE MGR	225-223-5858	108	vkeller@arcco.com
INANCE & ACCOUNTING				
Allen Bonnecaze	Comptroller	225-200-0806	117	abonnecaze@arcco.com
Jamie Thibodeaux	Accounts Recievable	225-275-2722	109	jthibodeaux@arcco.com
ARTS SALES AND SUPPORT				
Jamie Cazes	Parts Specialist	225-333-0430	105	jcazes@arcco.com
Gary Kirkland	Parts Specialist	225-200-2895	114	gkirkland@arcco.com
Jason Christiansen	Parts Specialist		125	jchristiansen@arcco.con
RVICE DEPT. EXT. 210				
Chip Crochet	Service Operations Mgmt	225-454-8126	120	ccrochet@arcco.com
LaToya Shields	Dispatch Mgmt	225-200-0374	122	Ishields@arcco.com
Jeanne Capace	Dispatch	225-333-1078	111	jcapace@arcco.com
Janelle Martin	Operatoins support	225-726-5166	104	jmartin@arcco.com
Michelle Hurley	Dispatch	225-275-2722	123	mhurley@arcco.com
RVICE TRAINING AND SUPP	PORT			
Rick Brown	Master Trainer	225-252-9082	106	rbrown@arcco.com

ARCCO POWER SYSTEMS HAS ON CALL SERVICES 24 HOURS , 365 DAYS PER YEAR

Experience List

1) East Baton Rouge Parish: ARCCO has been the EBRP Chosen Supplier since 2009. The Baton Rouge City/Parish operates a highly complex wastewater collection system constructed over the past 100+ years. The system includes treatment plants, a combination of gravity sewers, lift stations, and an extensive manifold force main system with in-line booster pumps. Like many other cities nationwide, Baton Rouge has been encountering SSOs throughout its wastewater collection system. SSOs occur for many reasons. Dry weather SSOs can be caused by blockages in the sewer line (caused by fats/oils/grease buildup, pipe deterioration or failure, tree roots, debris or rocks, vandalism, or construction activities), failure of pump stations (due to power outages or mechanical failure), and lack of sewer capacity. Because of Arcco Power Systems knowledge and experience in Critical back-up situations, Baton Rouge choose Arcco to equip their 515 pump stations with Back-up Generators ranging in size from 10 kw up to 3000 kw and up to 15,000KW in Parallel Applications. Arcco has a 10-year maintenance

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agreement to ensure the proper factory guidelines are routinely followed .The Plan was built from NFPA 110 compliance standards and exceeds their routine guidelines for critical applications. Arcco Maintains a clean fuel program for the entire ESS, over 100,000 gals of diesel fuel. Emergency Back-up Support. Arcco is Responsible for all fueling needs during outages. Arcco maintains 25 portable generators for Back up need for catastrophic failures and keeps them ready for deployment on a 24hr call basis annually. Arcco's expert technician staff is on call 24hrs a day responding to any and all needs for the entire ESS system

2) <u>New Orleans City Wide Maintenance</u> Arcco has a 3-year maintenance agreement to Provide Quarterly Services for the City of New Orleans Standby Backup generators. These Services include three level 1 PM Services and 1 Annual Lev 2 PM Services and load test. Arcco also provides Emergency Back-up Support through Rentals as needed for Catastrophic Failures

Emergency Installations, Diesel Fuel Needs and Remediation after the Storm.

- 3) Rouses Grocery Gulf South Area Maintenance Arcco has an Annual maintenance agreement to Provide Services for the Rouses Standby Backup generators. These Services include three level 2 PM Services and 1 Annual Lev 3 PM Services, With Load Banks Fuel Cleaning and ATS Maintenance. Arcco also provides Emergency Back-up Support through Rentals as needed for Catastrophic Failures, Emergency Installations, Diesel Fuel Needs and Remediation after the Storm. Arcco is Also providing, installing and maintaining a cloud based Scada System for Rouses that allows them visibility, and connectivity, to their Emergency Generator Systems
- 4) Jefferson Parish Maintenance Since 2009 Arcco has provided Generator Maintenance and Repair Services for Jefferson Parish Standby Backup generators. These Services include Lev 3 PMs, Fuel Maintenance and load test. Arcco also provides Emergency Back-up Support through Rentals as needed for Catastrophic Failures Emergency Installations, Diesel Fuel Needs and Remediation after the Storm.

Experience Last 36 Months

Arcco's Experience over the past 36 months has been one that has been very busy and trying at times during the Pandemic. Arrco responded to six Name Storms making landfall in the Gulf South Region, while being responsive to the needs of a global pandemic.

Arcco set up Secondary Hospitals with Backup Generators, all while still servicing all of its Government contracts. Arcco is proud to State, that it did not miss any contract deadlines and provided consistent, and reliable, generator services to keep the Critical infrastructure supported.

Arcco also provide Storm responses to 6 name storms reaching from the East Texas regions to Pensacola Florida. During the 2020 Storm season, Arcco responded to over 15,000 calls for Emergency response. Arcco Provided critical fuel, and rental generators to over 200 Sites. During Hurricane Ida in 2021, Arcco fueled over 100,000 Gals of Diesel and worked with FEMA and the ACE to restore power into heavily damaged areas. Arcco worked hand in hand with the Army Corp of Engineers to Haul Generators to their destinations, Install the generators at their destinations, Fuel and maintain them, and then finally restore the government agencies back to Utility power.



TABLE A: ARCCO EGSA CERTIFICATION

 Electrical Generating Systems Association

 The Voice of the On-Site Power Industry

 Home
 About Us

 News
 Membership

 Publications
 Meetings & Careers

 Accritication
 Videos

 Membership Types
 Dues Schedule

 Email Archive
 Member Directory

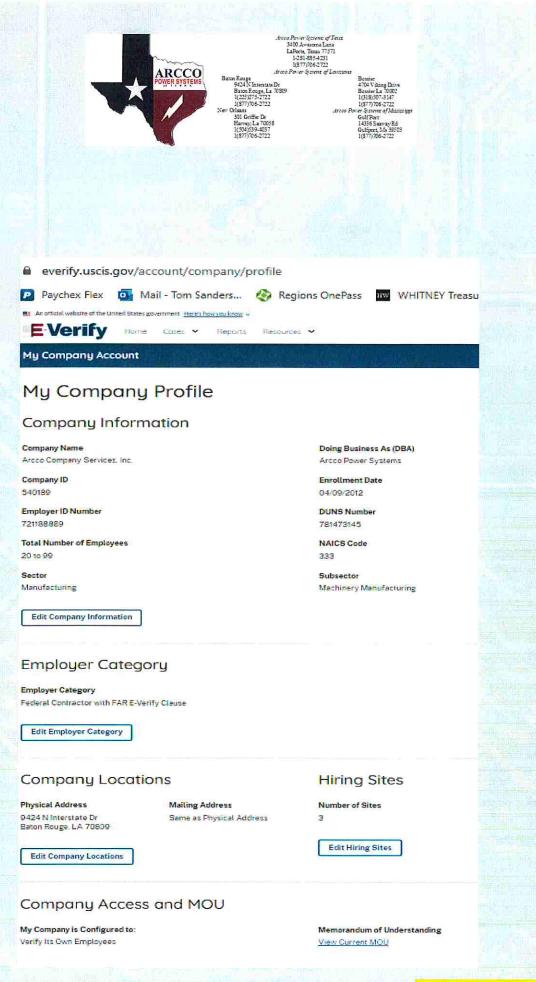
 New Membership
 New Members

Search for an EGSA Member Company



Electrical Generating Systems Association 1650 S Dixie Hwy, Ste 400, Boca Raton, FL 33432 Phone: 561-750-5575 <u>e-mail@eqsa.org</u>

Profile Information	1 of 1	
Member Type:	Distributor/Dealer Membership	
Name:	ARCCO Company Services Inc. dba ARCCO Power Systems	
Company's Web Address:	http://www.arcco.com	
Please describe the nature of your business (50 words or less, NOT ALL CAPS).:	We sell, service and rent generators. Generac Dealer.	
Phone:	(225) 275-2722	
Fax:	(225) 275-5750	
Address 1:	9424 North Interstate Dr	
City:	Baton Rouge	
State:	LA	
Zip:	70809	
Country:	USA	
Products Sold:	Batteries/Battery Chargers, Control/Annunciator Systems, Enclosures, Generator Set, Engine Starters/Starting Aids, Generator Sets, Generators/Alternators, Switchgear and Transfer Switches, Bypass Isolation Switches, and/or Switchgear Panels, Trailers, Generator Set	
Products Rented:	Load Banks, Switchgear and Transfer Switches, Bypass Isolation Switches, and/or Switchgear Panels, Trailers, Generator Set, Transformers	
Products Serviced:	Enclosures, Generator Set, Engines, Diesel or Gas, Engines, Gas Turbine, Engine Starters/Starting Aids, Trailers, Generator Set	



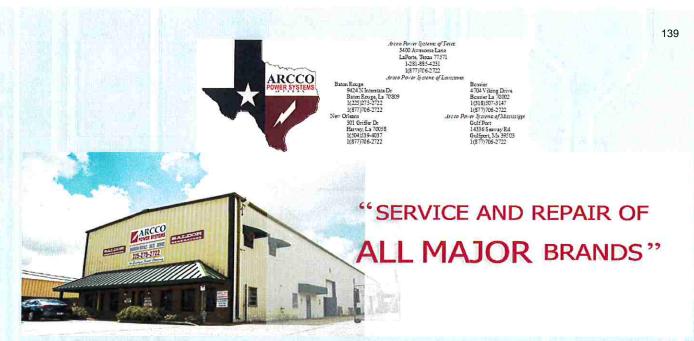




PLUG INTO



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PLUG INTO ARCCO

Arcco Power Systems (ARCCO) was founded in 1991 and is located in Baton Rouge, Louisiana, the heart of Gulf Coast hurricane country. ARCCO has an unparalleled level of expertise in serving the emergency power needs of government, business, and residential customers. Since 2008, the year Hurricane Gustav struck Baton Rouge, the company has refined its focus towards filling the acute needs of governments and large businesses for reliable emergency power and attendant support services.



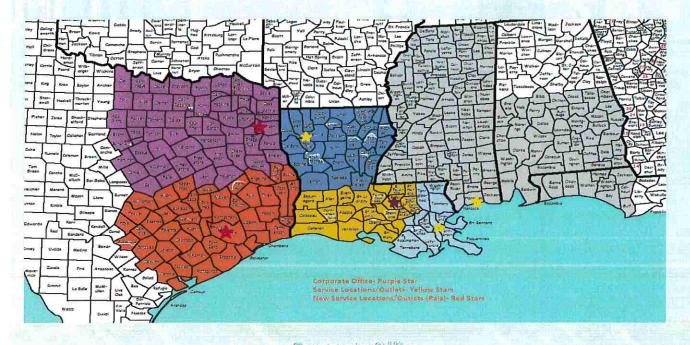
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ARCCO specializes in the sales, service, and rentals of both new and used generators. The company sells a complete line of diesel and natural gas powered generators from 10kW to 3.5MW in both stationary and portable models. ARCCO backs up its outstanding products with outstanding service, offering a total solution for service and maintenance of all diesel and natural gas powered generators.

Our service technicians set the standard in reliable and cost effective maintenance of all types of generator power applications, maintain factory certifications on all major brands of generators, and switchgear equipment. They are on call 24 hours a day to provide generator rental, pickup, and delivery, and are equipped to go at a moment's notice with a full line of parts to provide on-site repair services if needed.



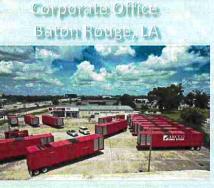
ARCCO Locations & Service Coverage Area





Branch Location LaPorte Tx









Branch Location Gulfport, MS





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Arcco Generator Service, The total source for generator power solutions



ARCCO Power Systems is the total solution for service and maintenance of all diesel and natural gas powered generators.

ARCCO service technicians set the standard in reliable and cost effective maintenance of all types of generator power applications, maintain factory certifications on all major brands of generators, and switch gear equipment. Service and maintenance means more than an oil change and checking belts and hoses when it comes to generator power. It is a complex power generating systems, and it requires expert knowledge and experience to properly maintain and service.

ARCCO Power Systems leads the way understanding multiple generations of generator evolution and innovation, and is equipped with the latest technology expertise to properly service and maintain your generator power systems.

ARCCO carries a large inventory of available parts and accessories that we distribute all over the country, primarily in locations on the Gulf Coast. We have Seven Team members dedicated solely to the proper procurement and distribution of parts. With 24-hour weekday coverage and on call coverage during weekends and holidays, ARCCO will be there when you have a parts emergency. Being committed to the needs of our customers is our number one priority, with real world experience, factory direct inventory; we intend to minimize your downtime, which in return will increase your profitability. Up and running fast with friendly service is what you will experience.



Arcco Generator Rental Division The total source for Temporary Generator power solutions



Arcco Power Systems offers Complete Standby and prime power rental Solutions. We rent generator sizes ranging from 20kw – 2000kw. The ARCCO rental group is designed for rapid deployment to a wide range of industries and applications including oil and gas refining, petrochemical, military, public works, construction, mining operations and healthcare facilities. Whether it's a planned project or an emergency power outage situation, ARCCO Power Systems has the equipment and personnel to be your rental solution for generator power.



EMERGENCY RESPONSE: Power when you need it the Most......



Arcco's expert technician staff operates 24/7 until the threat is over. Arcco can quickly ramp up to over 150 employees and responders Arcco has back up redundant lines, phone lines and emergency systems. Arcco is Part of ATT's First Net Network and provided Emergency responder Status for all of its staff and Technicians. Arcco has years of Experience providing emergency response for the Gulf State Region for GOHSEP, FEMA and Many Parish and County Municipalities. Arcco Has Been Critical suppliers during the following Disasters : Katrina, Ike, Gustav, Issac ,Flood Of 2016, Harvey, Delta, Laura, Zeta, Ice Storm 2021, and Most Recently Hurricane Ida.

Arcco Power Systems offers Complete Standby and prime power rental Solutions. We rent generator sizes ranging from 20kw– 2000kw. The ARCCO rental group is designed for rapid deployment to a wide range of industries and applications including oil and gas refining, petrochemical, military, public works, construction, mining operations and healthcare facilities. Whether it is a planned project or an emergency power outage situation, ARCCO Power Systems has the equipment and personnel to be your rental solution for generator power.

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East Baton Rouge Parish Project: Waste Water SSO Project

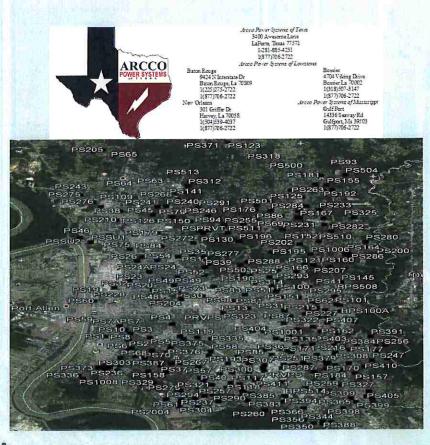
The Baton Rouge City/Parish operates a highly complex wastewater collection system constructed over the past 100+ years. The system includes treatment plants, a combination of gravity sewers, lift stations, and an extensive manifold force main system with in-line booster pumps. Like many other cities nationwide, Baton Rouge has been encountering SSOs throughout its wastewater collection system. SSOs occur for many reasons. Dry weather SSOs can be caused by blockages in the sewer line (caused by fats/oils/grease buildup, pipe deterioration or failure, tree roots, debris or rocks, vandalism, or construction activities), failure of pump stations (due to power outages or mechanical failure), and lack of sewer capacity. Because of Arcco Power Systems knowledge and experience in Critical back-up situations, Baton Rouge choose Arcco to equip their 515 pump stations with Back-up Generators ranging in size from 10 kw up to 3000 kw and up to 15,000KW in Parallel Applications

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Emergency Back-up Support

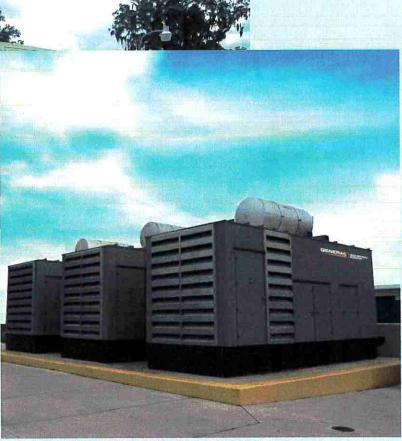
-Arcco is Responsible for all fueling needs during outages
-Arcco maintains 25 portable generators for Back up need for catastrophic failures and keeps them ready for deployment on a 24hr call basis annually.
-Arcco's expert technician staff is on call 24hrs a day responding to any and all needs for the entire ESS system

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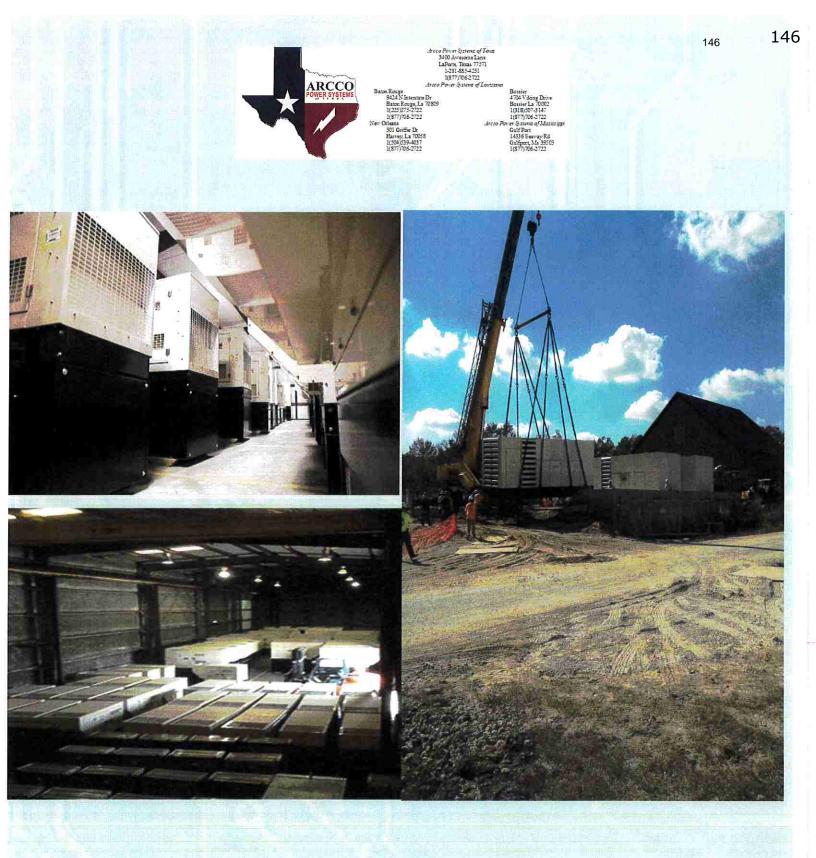
Installations





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APPENDIX 1: Work Verification Submittals

1) A typical Email Sent with: Pictures from the site to visually verify Work. A completed Field Service report and tech notes in email and on Field Service report

Email	Samp	le:

8 * * *	Attactionent look		MARKET #82 SROW58035 completed succe	sfully - Mesage (HTML)			
File Message Service Ma		il me what you want to do	الفعادي وحداري				
pen Quick Send Save Sevi	All Remove rents Attachment Attachment Select Copy Select Copy Selection Message						
Ave 3/15/2022 902 PM arcco@arcc ROUSES MARKE serviceszer/de Parma cm	4						
arcco@arcc ROUSES MARKE	a o.com	. ANTIFARS, jieg	BELT japg 1016 k 20	- HNGINE TAG, Jag. 1015 KD	641, TAG. jpg 766 X2	- CENTERATOR, jpg	

Picture Samples:



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Field Service Report Sample

Ready For Dispatch

9424 North Interstate Drive Baton Rouge, LA 70809 Office: (225) 275-2722 Fax: (225) 275-1198 FIELD SERVICE REPORT Techniolan: Nathan Quebodeaux Work Order: SROOD54055 Customer PO: 82-35044201 Date: 3/29/2022 Customer: ROUGES MARKET #92 Contact Telephone: Location: 2113 S Alex Flaisance BivdGOLDEN MEADOWLA70357-3155USA EQUIPMENT INFORMATION Gen Model KOHLER Gen Serial: 3034256 Equipment ID: Eng Model: Eng Serial: Service Meter Start: 999.1 ATS Model: ATS Serial: Service Meter Stop: 995.4 DESCRIPTION OF WORK PM-LEV2 KOHLER 500DG 120/208V Preventative Maintenance Checklist 8 = Satisfactory U = Unsatisfactory R = Replaced C = 8 e Comment NA = Not Applicable Radiator Core 8 Air Filter 10 GALLONS OI Level Spark Plugs N 3 Radiator Cap Air inlet Piping Oll Filters N Plug Wires N Coolant Level 8 Turbocharger 3 Crankcase Breather N Distributor -30 3 FuelLeaks ATS: Freeze Extraust manifold 2 Protection SCA Level Exhaust Piping N 8 Sample Inspection N Water Filters 3 Mutter Controls: 3 ATS Connections 3 Water Pump 3 Condensate Drain 8 Meters/Gauges 3 Contacts 53 Fan Drive \$ Rain Cap N Indicators 2 Exercise Clock Pulley & Fan 3 Fan Belts 5 Oatches N Transfer Test Thermostats Operating Cheoks: 2 Fuses/Breakers Spid State PCB's 3 Hoset & Fuel System: N 53 OII Pressure Connections 3 Jacket Water R Fuel Filters 158 Water Temp Heater 3 Leaks R Fuel/Water Separator Generator: 28.1 DC Alternator Starting System: S Lines && Connections PMG 208 L-L Voltage N Flex Lines & Hoses 3 Excher 60 Batteries 3 Frequency Charge & Charge Rate 1232 3 Fuel Pump Primer Rotor & Stator 8 Safeties 8.8 Alarms Electrolyte N N Day Tank Float Level 3 Bearings N Remote Alarms Level 1.28 Specific Gravity N Puel Transfer Pump 2 Rotating Diodes Final Check: 8 Connections 10046 Main Tank Level N Stp Rings & Brushes CI OSED Output Breaker 100% N Fuel Solenoid N Commutator AUTO Battery Load Remote Position Test Starter Motor N Fuel Pressure N Space Heaters 3 sARCHouseKeeping 3 Alternator Belts 8 Voltage Regulator 5 General Condition Sample

.

Comments:

JOB COMPLETE

COMPLETED LEVEL 2 FM RAN UNIT TO CHECK FOR OPERATION

UNIT IS IN AUTO READY TO RUN.

Signature: ------

.



Site Survey Collected and stored Example:

Technician: Nathan Quebodeaux	Work Order: SR00054055	
	Dafe: 3(29)2022	
Customer: ROUSES MARKET #82	Contaot	Telephone:
Loostion: 2113 S Alex Plaisance Bive	dGOLDEN MEADOWLA70357-3155USA Equipment informa	TION
Gen Model: KOHLER	Gen Serial: 3034255	Equipment ID:
Gen Model: KOHLER Eng Model:	Gen Serial: 3034256 Eng Serial:	Equipment ID: Service Wefer Starf: 999.1

HLEV2 KOHLER SOODG 120/206V

GENERA	TOR INFORMATION	AUTOMATIC TRANSFER SWITCH INFORMATIC						
Generator Make:	KOHLER	ATS Make:	KOHLER	N/A	N/A			
Model Number:	500REOZI	Model Number:	KCS-DMWA- 022305	N/A	N/A			
Serial Number:	3034256	Serial Number:	K2336017	N/A	N/A			
Spec Number:	GM76157-GA2	Spec Number:	UNKNOWN	N/A	N/A			
Service Rating:	UNKNOWN	Voltage Rating:	480	N/A	N/A			
KW/KVA Rating:	440/550	Amperage Rating:	230	N/A	N/A			
Voltage Rating:	120/208	Single/3 Phase:	3PH	N/A	N/A			
Amperage Rating:	1527	240 High-Leg Position:	UNKNOWN	N/A	N/A			
Single/3 Phase:	3PH	Utility Phase Rotation:	UNKNOWN	N/A	N/A			
Service Meter Hours:	UNKNOWN	Excercise Timer:	UNKNOWN	N/A	N/A			

ENGINE INFORMATION						
Engine Make:	JOHN DEERE					
Model Number:	6135HFG75					
Serial Number:						
Spec Number:	UNKNOWN					
RPM:	1800					
Fuel Type:	DIESEL					
12/24 vdc:	24V					
Fuel Tank Capacity:						
Block Heater Rating:						

P	DD	ITIO	NALI	NFORM	IATION:	

Operating Manuals:	N/A
Service Records:	N/A
Equipment Keys:	N/A
Starup Date:	N/A

PM PART
Primary Oil Filter:
Bypass Oil Filter:
Primary Fuel Filter:
Secondary Fuel Filter:
Water Separator:
Coolant Filter:
Primary Air Filter:
Secondary Air Filter:
Fan Beits:
Alternator Belts:
Water Pump Belts:
Upper Radiator Hose:
Lower Ratiator Hose:
Radiator Bypass Hose:
Block Heater Hoses:

er:	RE572785	Oil Type:	15W40		
1 .	N/A	Coolant:	50/50		
lter:	DZ112918	Batteries:	31P X 2		
Filter:	RE532952	Spark Plugs:	N/A		
DF:	N/A	Wires:	N/A		
	N/A	Dist Cap:	N/A		
er:	6850	Rotor:	N/A		
Filter:	N/A	Radiator Cap:	UNKNOWN		
	N/A	Thermostat:	UNKNOWN		
5:	UNKNOWN				
elts:	UNKNOWN				
r Hose:	UNKNOWN				
Hose:	UNKNOWN				
s Hose:	N/A				

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Sample from https://portal.arcco.com



Service Activity

Account





Need to speak to Customer Service right now? Our agents are ready to take your email or call.

Contact Us



We are pleased to be of service. Keep track of your Service Incidents here.

Incidents

Røyshek Fielk of Mail - Tom Sanders.	🧑 Regions OnePass		Railer/DesignPro	Cameras Arcto DVR 🔤 Dashbo	ard Acadia 🛛 🔯 BTA	Pay App 🔤 Ai	RCCO Partal 👖 Infor Concience 🥥 CUMS wells fo
		WIT PRIVING CITE AND					
	- m	ROUSES MARKET #82		2113 S Alex Plaisance Blvd	3034256		KOHLER SOODG 120/208V
		Site ARCCO LIVE Site			You will have a f	1.	
			00002705 - 90	ROUSES MARKET #82	for each unit	10	
		Manufacturer ONAN	ONAN				
		Service Partner			Frienty Code		
		Vendor			Cert Number		
		Sates-Order	0		Install Date	1/31/2020	Furge Date
		Purchase Order			Ship Date	1/31/2020	Experision Date
		Invoice:			Received Date		Date Greater each unit, there will be a file that holds the documents for
		Full Let Poce	0.000		Side Amount	0.000	each and every shift
		Service History	0.705			1.000	
		SRO	Description		Open Date	Close Date	
		SR00055614	ROUSES MARK	(Ja 1)	3/30/2022		57
		3000333314	NOOJES MANK	11-01	3/20/2312		-V
		SR00034055	PM-LEV2 KOHL	ER 500DG 120/205V	3/12/2022	3/30/2022	
		SR00034056	PM-ATS KOHLE	R 500DG 120/208V	3/12/2022	3/30/2022	Ca fai Documenta
		SR00051585	ROUSES MARK		1/15/2022	1/31/2022	
		21100031303	100000000000000000000000000000000000000		10.000	ALC ADDRESS	
		SR00051185	PM-LEV1 KOHL	ER 500DG 120/208V	12/29/2021	1/19/2022	
				er a 1-5 a	2.2		
	1.1	ROUSES MARKET #81		13086 Highway 3235	2043004F		CONVERTER
		Site ARCCO EVE Site					
	- 92	ROUSES MARKET #81		13065 Highway 3235	SGM329KP	w	KOHLER SOOKW DG 277/480V
		Site ARCCO UVE Site					
		ROUSE'S HO		179 WEATHERFORD DR	5004778		BAYOU BOY & SDMO 95KW DG
		Site ARCCO LIVE Site					
	16	ROUSE'S HO		179 WEATHERFORD DR	5007169		BAYOU BOY 7 SDMO 56KW DG
		Site ARCCO LIVE Site					
	1 . P	CHARLES MERRELL		16438 W Lake Dr	277171		BRIGGS&STRATION 1/240
		Site: ARCCO UVE Site					
		ROUSE'S MARKET #78		3075 US HWY 98	2043005A		CONVERTER
		Site ARCCO LIVE Site					
		ROUSE'S MARKET #78		3075 US HWY 98	E07005745	2	CUMMINS 750KW DG 3/460
		Side ARCCO LIVE Site					
	10	ROUSES MARKET #83		4645 FRERET STREET	300763216	7	100A SERVICE ENTRANCE RATED SWITCH
		far anore an tas					12000070

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Innovative Concepts: Presentation of innovative concepts for consideration.

Blue Pillar Scada/Connectivity

Arcco uses Generac's Blue Pillar IIoT platform for the connectivity, monitoring, control, and reporting of distributed energy assets. This cutting-edge platform is used by customers such as Entergy, NRG, AEP, EnelX, Rodan and others across Norther America to empower various energy programs. At a high level, this platform brings many inherent advantages over other custom-built SCADA offerings:

- Simple no/low code site deployments
- ~60-80% lower up-front enablement/installation costs vs. traditional solutions
- Typical site installation is less than 4 hours (as compared to days / weeks)
- Supports equipment retrofit kits for "old" equipment without existing controls and/or telemetry
- Edge intelligence
- Out-of-the-box edge analytics that pushes historian processing and interval processing to the gateway
- Built-in autonomous control feature that allows for local decision making in dispatch scenarios
- Support for edge control logic customization for more complicated dispatch scenarios such as microgrid controls
 and orchestration
- Cloud aggregation
- Full customer-facing user interface for live customer access via cloud-based software supported on any internet connected browser enabled device (desktop, tablet, smart phone)
- Configurable equipment level alarms for notification via email and text
- Automated monitoring of each deployed gateway in the field for proactive site troubleshooting and notifications
- API support for integration into 3rd party systems for dispatch, analytics, and AI

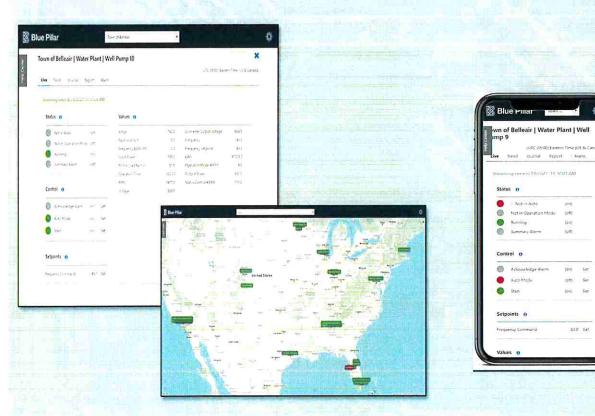
Overview of NOC including the following capabilities:

- Monitor & control supplied generator systems: The Blue Pillar platform offers St Tammany Parish access to full monitoring and control
- Monitor & control generator systems from other suppliers: Blue Pillar has connected to 1000+ generators & controllers in the field from a wide array of manufacturers. Any generator or controller we connect to becomes a template in our product library, eliminating the need for coding or custom integrations at every site.
- Notifications of alerts (issues and alarms) to Entergy and host customer: Blue Pillar's alerts/alarms are customizable and can be sent to various users depending on roles and permissions. Alerts/alarms come via emails or SS texts.
- o Capability to manage genset service tickets from generation to completion
- Capability to dispatch individual or multiple generator systems, either in quick-response or on a schedule, for demand response (load reduction) or supply response (grid supply)
- Overview of Business Continuity strategy, including locations and connectivity of all data centers plus failover and recover strategies. Blue Pillar's documented Disaster Recovery plan will be submitted with this RFP.
- Communication network(s) utilized to connect data centers to generators: Primary communications are via Verizon or Hologram.io (a multi-network provider) however Blue Pillar also has access to other cellular providers



- External viewing portal for St Tammany Parish use: Blue Pillar's UI can be accessed by St Tammany Parish and Arcco with varying levels of user permissions and features.
 - B. Established reporting system to support St Tammany Parish
 - Daily reports containing generator previous day power output and next day availability: Blue Pillar has a variety of prebuilt reports. Blue Pillar can customize this report to meet St Tammany Parish' requirements.
 - Monthly reports containing summary data regarding generator operations: Blue Pillar has a variety of prebuilt reports. Blue Pillar can customize this report to meet Entergy's requirements.
- c. Established asset management program and tools that track installs, operations, maintenance, etc.
- Blue Pillar's platform contains the *Journal* feature. This allows for users to document issues, upload reports and monitoring the resolution of incidents related to the specific piece of equipment

Built for Desktop, Tablet or Phone



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Live Visualization:

Description

• Simple point-and-click navigation allowing users to drill down into the sites and equipment they want to see Features

- Map view for multi-site visualization with live pins representing sites with active alarms in red
- Site / Equipment live telemetry view with live equipment value streaming for all connected points
- Configurable digital light colors
- Configurable digital control and analog set-points for remote management of connected equipment (with optional control feature enabled)



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Live Visualization-Site Level View

Description:

Mechanical Building Mechanical Building

• Site level view provides a high-level overview of site alarms and equipment Features:

- See active alarms immediately
- Configurable data points allow users to select the most critical information to be displayed on the site level screen

6356992.0

85458944.0

· Site / Equipment live telemetry view with live equipment value streaming for all connected points

ng since 10/28/2	2022, 11:0	10:58 AN	4)				(UTC-05:00) I	Eastern Time (US & Ca
Active Ala	rms							
Building No items to disp •	olay		Equipment		Alarm	Data Point	Date/Time	
CHP(s)	-							
Building	Equip	ment	Generator Power Out kW	CHP Wat Tempera	er Inlet ture Deg F	CHP Water Outlet Temperature Deg F	Water Temp Setpoint	Operating Hours
Mechanical Building	Gener 1	ator	325.4	185.9		199.9	200.0	17462.6
Electrical I	Meter((s)						
Building		Equip	ment	kW	kVAR	kVA	Power Factor	Frequency
Mechanical B	uilding	CHPE	lectric Meter	307.0	31.0	308.0	0.0	60.0
Mechanical B	uilding	Main	Electric Meter	69.0	106.0	127.0	0.0	60.0
Protection	n Relay	/(s)						
Building				Equipm	enst		Voltage	
Mechanical B	uilding			CHP Bre	iker		0.0	
Mechanical B	uilding			Feeder 1	8reaker		11862016.0	
Mechanical B	uldua			Feeder 2	Breaker		11599872.0	

Feeder 3 Breaker

Main Breaker



Live Visualization-Equipment Level View

Description:

• Site level view provides a high-level overview of site alarms and equipment Features:

- Equipment live telemetry view with live equipment value streaming for all connected points
- Configurable digital light colors
- Configurable digital control and analog set-points for remote management of connected equipment (with optional control feature enabled)

ream	ing since 10/28/2022. 1	1:08:26 AM					
Cont	trol 😗		Values 👩				
	Acknowledge Alarm	(off)	Ambient Pressure kPa	101.0	CHP Water Inlet Temperature Deg	186.1	
	Permit Engine Start Reset System	(off) (off)	CHP Water Outlet Temperature Deg F	200.2	Compressor Inlet Temperature Deg F	61.7	
-	Standby Generator	(off)	Generator Power Out kW	326.2	Generator Speed RPM	1800.0	
	Start System	(off)	Inlet Fuel Pressure psig Operating Hours	0.3 17463.0	Number of Starts Output Voltage A	128.0 485.8	
3	Stop System	(off)	Output Voltage B	488.3	Output Voltage C	488.7	
	Switch to Droop Control	(off)	Percent Fuel Command	84.7	Total 3 Phase Current	394.0	
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Trending

Description:

• Feature that allows users to trend all analog and digital points historically Features:

- Simple tag selector for configured data points within the selected site and equipment
- Easy date range selections with common timeframes
- Support for analytic samples for rolling up intervals with minimum, maximum, average, and actual for intervals spanning multiple samples



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Alarming

Description:

• Alarming support that includes configuration, detection, notification, and visualization Features:

- · Alarm notifications to SMS devices and email for configured alarm points to subscribing users
- Support for both detected and cleared alarm messages
- Visualization of alarms in User Interface header to identify a summary alarm at the current zoom level
- Display of all active alarms within the selected site/equipment
- Simple history of previous alarms for the selected timeframe

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Common Alarm		07/12/2021 11:09 AM		07/12/2021 11:10 AM	
Warning Alarm		07/12/2021 11:09 AM		07/12/2021 11:10 AM	
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Journaling

Description:

General support for annotating equipment details such as maintenance, operating documentation, and general notes

Features:

- Allows users to view the journal history
- · Allows users to add new journal entries including simple text entry as well as attachments
- Prevents historical editing or deleting to prevent tampering with previous journal entries
- Captures location of user creating the journal entry
- Support for camera integration with mobile devices that makes appending photos simple

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Reporting-Run Time

Description:

Reporting User Interface for user retrieval of site and equipment generated reports .

Features:

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- Supports 3rd party and customer generated reporting Includes Blue Pillar standard reporting modules for equipment specific reporting such as basic generator run . reports

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101183622,1272.pdf 08/10/2021 08:45 PM System 2 2021-08-101183622,1272.pdf Frequency 59.88 603 KVAR 2924 666 KW 77.00 1196	3 254
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08/09/2021 10 14 PM System 2 2021-08/097210019 1272 pdf	3
007310/10 1773 H/H	3
Generator 2021-03-	-
08/02/2021 10 16 AM System & 2021-08-02+141005_12/2 pdf	
- 17/9/20 1808.2	
1 - 10 of 25 items Vois AB 47528 5075	
Vots BC 474.25 507.0 Vots CA 474.27 506.0	



Reporting-NFPA 99/110 & Custom

Description:

 Reporting User Interface for user retrieval of advanced reporting such as NFPA 99/110, ESG or other customer reports

Features:

- Includes asset nameplate information
- Configurable interval rate (1,5,10,15 minutes)
- Configurable data template with NFPA item defaults
- Optionally integrates to ATS(s) for Time-To-Bus reporting

XXXXXXXXXX Emergency Room

Main | Outside

Monthly Generator Inspection Log

		MOILUI	ly Gener	ator m.	spection	LUg			
Generator: Generator 1				Date Complet	tod: 6/22/2021				
Work Order Number:				Date Created	6/22/2021				
Operating Time: 04:14:25	Start Tin	ne: 6/22/2021	10.21:05 AM	Stop Time:	6/22/2021 2:35:	30 PM	Total	Time: 04:14:	25
Normal Operating Voltage	(volts)		480	Volts	Tran	sfer Time	AT	S #	omiT
Generator Output in KW			450	Kilowatts	<=1	0 seconds	AT	S-LS	8.2
Power Factor (PF) (Usually	considered .8)		0.82	PF					
output in Amps			1000.00	Amps					
30% of nameplate reading	in amps		300.00	AMPS					
Generator Test Data	Operating Temp	Oil Pressure	Operating voltage	Meter #1 Reading	Meter #2 Reading	Meter #3 Reading	All Gauge >30% rat	e Readings Ing	Cycles
	170-230°F	30-60PSI	Volts	AMPS	AMPS	AMPS	Y	N	HZ
Beginning of test at operating temperature	171.44	74.75	479	194.5	194	195		No	60
10 Minute Interval	190.38	69.5	479	194	194	194		No	60
30 Minute Interval	192.13	67.88	479.5	301	301.5	302	Yes		60
60 Minute Interval	192.13	67.25	479	301	301	302	Yes		60
90 Minute Interval	192.13	65.5	479	442	441	443	Yes		60
120 Minute Interval	194	65.19	480	441	441.5	442	Yes		60
150 Minute Interval	192.13	64.88	479.5	517.5	517.5	520	Yes		60
180 Minute Interval	190.38	65.19	479.5	517	517.5	519	Yes		60
210 Minute Interval	194	64.88	479.5	517	517	519	Yes		60
240 Minute Interval	194	64.63	479	427	426	428	Yes		60
Final Readings	186.75	69.5	480	0	0	0		No	60

Confidential and Proprietary



Control

Description:

User initiated remote feature for changing on/off control as well as adjust analog set-points

Features:

- Customizable color palette for on/off lighting
- Supports analog and digital values
- Permissions set at user level to limit who can and cannot access control feature
- User confirmation prompt helps prevent inadvertent changes

Control 🚯

	Acknowledge Alarm	(on)	Set
0	Auto Mode	(on)	Set
	Start	(on)	Set
0	Start	(on)	Set

Setpoints ()

Frequency Command

49.0 Set

Commercial - Search

State of Louisiana Secretary of State



COMMERCIAL DIVISION 225.925.4704

<u>Fax Numbers</u> 225.932.5317 (Admin. Services) 225.932.5314 (Corporations) 225.932.5318 (UCC)

Name		Туре	City	Status
ARCCO COMPANY	SERVICES INCORPORATED	Business Corporation	BATON ROUGE	Active
Previous Names				
Business:	ARCCO COMPANY SERVICE	S INCORPORATED		
Charter Number:	34380477D			
Registration Dat	e: 5/15/1991			
Domicile Address	S			
9424 N	I. INTERSTATE DR			
BATON	ROUGE, LA 70809			
Mailing Address				
16347	OLD HAMMOND HIGHWAY			
BATON	ROUGE, LA 70816			
Principal Office A	Address			
9424 N	N. INTERSTATE DR			
BATON	ROUGE, LA 70809			
Status				
Status:	Active			
Annual Report St	atus: In Good Standing			
File Date:	5/15/1991			
Last Report Filed				
Type:	Business Corporation			
Registered Agent	t(s)			
Agent:	BARRY J. ABSHIRE			
Address 1:	16347 OLD HAMMOND HIGHWAY			
City, State, Zip:	BATON ROUGE, LA 70816			
Appointment Date:	7/13/2021			
Officer(s)			Additi	onal Officers: No
Officer:	BARRY J. ABSHIRE			
Title:	Director			
Address 1:	16347 OLD HAMMOND HIGHWAY			
City, State, Zip:	BATON ROUGE, LA 70816			
Officer:	SCOTT BARRINGER			
Title:	Director			

4/24/2

4/23, 11:44 AM		Commercial - Search	
City, State, Zip:	BATON ROUGE, LA 70816		164
Officer:	CRAIG PIERCE		
Title:	Vice-President, Director		
Address 1:	16347 OLD HAMMOND HIGHWAY		
City, State, Zip:	BATON ROUGE, LA 70816		
Officer:	GAY YOUNG		
Title:	Director		
Address 1:	16347 OLD HAMMOND HIGHWAY		
City, State, Zip:	BATON ROUGE, LA 70816		
Officer:	THOMAS SANDERS		
Title:	President		
Address 1:	9424 N. INTERSTATE DRIVE		
City, State, Zip:	BATON ROUGE, LA 70809		
Officer:	JAMIE COOTS		
Title:	Secretary/Treasurer		
Address 1:	16347 OLD HAMMOND HIGHWAY		
City, State, Zip:	BATON ROUGE, LA 70816		

Amendments on File (4)

Description	Date
Amendment	5/17/2005
Domicile, Agent Change or Resign of Agent	2/26/2010
Disclosure of Ownership	10/16/2012
Domicile, Agent Change or Resign of Agent	7/13/2021

Print

TEXAS DEPARTMENT OF LICENSING AND REGULATION P.O. Box 12157 Austin, Texas 78711-2157 1-800-803-9202 (512) 463-6599 http://www.tdir.texas.gov



If you cut around the border of the registration certificate it will fit in a standard 5" x 7" frame. The certificate at the bottom of this page should be prominently displayed at your primary business location.

Master: DENNIS ANTHONY BOURG JR, License# 571242

ARCCO COMPANY SERVICES INC 9424 N INTERSTATE DR BATON ROUGE LA 70809-2594



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JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

March 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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.

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

BID NAME:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326
BID NUMBER:	IFB 23-024/MR
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, April 26, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

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

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

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

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

Deborah Clask

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH:

Beaumont Enterprise & Port Arthur News: March 29th and April 5th, 2023 Examiner: March 30, 2023

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BID SUBMISSIONS:

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

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

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

PAGE 1 OF 64

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1,19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 6 OF 64

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other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

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18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" - Jefferson County, Texas.

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

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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 (REVISE)

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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 bid 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 (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 12 OF 64 for Jefferson County

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 193 7 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 dete1mination 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)(l)(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)(l)(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)(l)(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 a 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 193 7 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 I (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)(I)(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 I(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.

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(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).

ii.

(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:

- 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.

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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

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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)(l).
- 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)

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-

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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 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. 240I (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. (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 19 OF 64 for Jefferson County

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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.

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- (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) (I), 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).

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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:

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(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).

(I) 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:

Services Inc. nupany -3400 Awesome Lane PORTE V

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.

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- (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.

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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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 25 OF 64 for Jefferson County

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, 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 and data required by the contract but not first produced in the performance of this contract and by the contract but not first produced in the performance of this contract in formats acceptable by the Client."

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 <u>ACCO Company Services</u> we 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

2023

Date

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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

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

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

The Contractor <u>Hacco Compary Jervices</u>, <u>Mc</u>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

Freside on unders

Name and Title of Contractor's Authorized Official

2023

Date

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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:

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

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Tom Sanders Presidac

Name and Title of Contractor's Authorized Official

2023

Date

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

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, April 26, 2023.

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

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

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

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

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

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. In response to the Covid-19

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

COUNTY HOLIDAYS (2023):

January 16, 2023	Martin Luther King, Jr. Day	Monday
February 20, 2023	President's Day	Monday
April 7, 2023	Good Friday	Friday
May 29, 2023	Memorial Day	Monday
July 4, 2023	Independence Day	Tuesday
September 4, 2023	Labor Day	Monday
November 10, 2023	Veteran's Day	Friday
November 23 & 24, 2023	Thanksgiving	Thursday & Friday
December 25 & 26, 2023	Christmas	Monday & Tuesday
January 1, 2024	New Year's	Monday

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response within 72 hours, contact **Deborah Clark**, **Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, April 19, 2023.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

LSAM.GOV[®] ARCCO COMPANY SERVICES INCORPORATED

Unique Entity ID	CAGE / NCAGE	Purpose of Registration
Q2VAXJLS6MK3	1VJ09	All Awards
Registration Status	Expiration Date	
Active Registration	May 23, 2023	
Physical Address	Mailing Address	
9424 N Interstate DR	9424 N. Interstate DR	
Baton Rouge, Louisiana 70809-2594	Baton Rouge, Louisiana 70809-2594	
United States	United States	
Business Information		
Doing Business as	Division Name	Division Number
Arcco Power Systems	(blank)	(blank)
Congressional District	State / Country of Incorporation	URL
Louisiana 06	Louisiana / United States	http://www.arcco.com
Registration Dates		
Activation Date	Submission Date	Initial Registration Date
May 24, 2022	May 23, 2022	Sep 26, 2001
Entity Dates		
Entity Start Date	Fiscal Year End Close Date	
May 1, 1991	Dec 31	
Immediate Owner	the second s	
CAGE	Legal Business Name	
(blank)	(blank)	
Highest Level Owner		
CAGE	Legal Business Name	
(blank)	(blank)	

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1.80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII? **No**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000? Not Selected

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Type	Organization Factors
Business or Organization	(blank)

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information		No. of the second s
Accepts Credit Card Payments Yes	Debt Subject To Offset No	
EFT Indicator	CAGE Code	
0000	1VJ09	
Electronic Funds Transfer		
Account Type	Routing Number	Lock Box Number
Checking	*****0153	(blank)
Financial Institution	Account Number	
HANCOCK WHITNEY BANK	*****845	
Automated Clearing House		
Phone (U.S.)	Email	Phone (non-U.S.)
2252752722	kcandrews@arrco.com	(blank)
Fax		
2252755750		
Remittance Address		
Thomas Sanders - PRESIDENT		
9424 N. Interstate DR		
Baton Rouge, Louisiana 70809		
United States		

Taxpayer Information

EIN *****8889 Tax Year (Most Recent Tax Year) 2007 Address 9424 N Interstate DR Baton Rouge, Louisiana 70809 Type of Tax Applicable Federal Tax Name/Title of Individual Executing Consent Ceo Signature TOM SANDERS Taxpayer Name Arcco Company Services Inc TIN Consent Date May 23, 2022 201

Points of Contact

Accounts Receivable POC & Jamie Thibodeaux

Electronic Business

9. TOM SANDERS tsanders@arcco.com 2252752722

Tom Sanders tsanders@arcco.com 2252752722

Government Business

9. TOM SANDERS tsanders@arcco.com 2252752722

Allen Bonnecaze abonnecaze@arcco.com 2252752722

Past Performance

S CATHY DUNN cdunn@arcco.com 2252752722

TOM SANDERS tsanders@arcco.com 2252752722

Service Classifications

NAICS Codes

Primary Yes 9424 N Interstate DR Baton Rouge, Louisiana 70809 United States

9424 N Interstate DR Baton Rouge, Louisiana 70809 United States

9424 N Interstate DR Baton Rouge, Louisiana 70809 United States

9424 N Interstate DR Baton Rouge, Louisiana 70809 United States

9424 N Interstate DR Baton Rouge, Louisiana 70809 United States

9424 N Interstate Drive Baton Rouge, Louisiana 70809 United States

NAICS Codes	NAICS Title
335312	Motor And Generator Manufacturing
237130	Power And Communication Line And Related Structures
	Construction
238210	Electrical Contractors And Other Wiring Installation Contractors
238290	Other Building Equipment Contractors
332999	All Other Miscellaneous Fabricated Metal Product Manufacturing
333414	Heating Equipment (Except Warm Air Furnaces) Manufacturing
333415	Air-Conditioning And Warm Air Heating Equipment And
	Commercial And Industrial Refrigeration Equipment Manufacturing
334419	Other Electronic Component Manufacturing
334512	Automatic Environmental Control Manufacturing For Residential,
	Commercial, And Appliance Use
335129	Other Lighting Equipment Manufacturing
335313	Switchgear And Switchboard Apparatus Manufacturing
335999	All Other Miscellaneous Electrical Equipment And Component
	Manufacturing
532310	General Rental Centers
532490	Other Commercial And Industrial Machinery And Equipment Rental
	And Leasing
541990	All Other Professional, Scientific, And Technical Services

202

Size Metrics			203
IGT Size Metrics			
Annual Revenue (from all IGTs) (blank)			
Worldwide			
Annual Receipts (in accordance with 13 CFR 121) \$21,000,000.00	Number of Employees (in ac 45	cordance with 13 CFR 121)	
Location			
Annual Receipts (in accordance with 13 CFR 121) \$1.00	Number of Employees (in ac 22	cordance with 13 CFR 121)	
Industry-Specific			
Barrels Capacity (blank)	Megawatt Hours (blank)		Total Assets (blank)
Electronic Data Interchange (EDI) Information			
This entity did not enter the EDI information			
Disaster Response			
Yes, this entity appears in the disaster response reg	jistry.		
No, this entity does not require bonding to bid on co	ntracts.		
Bonding Levels	Dollars		
	(blank)		
States	Counties	es.	Metropolitan Statistical Areas
Louisiana	(blank)		(blank)
Mississippi Texas			

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on PAGE 35.

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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CERTIFICATE OF INTE	RESTED PARTIES			orm 1295
Complete Nos. 1 - 4 and 6 if th Complete Nos. 1, 2, 3, 5, and 6		ties.		
 Name of business entity filing form, entity's place of business. **YOUR FIRM NAME HERE Name of governmental entity or stat which the form is being filed. 	<u>=**</u>			Islfile
**JEFFERSON COUNTY, 1 Provide the identification number us and provide a description of the serv		r state agency to	xt.	
**BID/CONTRACT/PO NUM		be provided up	the contra	ict.
4 Name of Interested Party	City, State, Country (place of business)	G.F	re of Interest (ntrolling	check applicable) Intermediary
**NAME OF PERSON/PERSON OWN BUSINESS GOES HERE LIST ANY PERSON THAT DOE	S THAT	N		
WORK FOR THE COMPANY LI IN #1 THAT WILL PROFIT FRO BID/CONTRACT/PO**				_
	ð			
; Check only if there is the interest	ted Party.		LY CHECK TROLLING	
My name is	is to complete #6 - Unsworn 	the second se		
My address (street) (street) L dentre under penalty of perjury that the for Executed in County.		and successful and a second	, 20) (country) ear)
		uthorized agent of c (Declarant)	ess entity
ADL	O ADDITIONAL PAGES AS			Revised 12/22/20

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY CERTIFICATION OF FILING Certificate Number: 2023-1010886 Date Filed:				
 Name of business entity filing form, and the city, state of business. ARCCO COMPANY SERVICES INC LaPorte, TX United States 					
 2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY PURCHASING DEPARTMENT 			04/24/2023 Date Acknowledged:		
Provide the identification number used by the governm description of the services, goods, or other property to IFB 23-024/MR Re-Bid Term Contract for Generator Inspections, Ro Texas Local Government Code, the County Purchas	be provided under the contract. Solutine Maintenance and Service for Jeffersor		y, Pursuant to	Chapter 262,	
4 Name of Interested Party	City, State, Country (place of busir	iess)		f interest pplicable) Intermediary	
SANDERS, THOMAS	Baton Rouge, LA United States		х		
PIERCE, CRAIG	Baton Rouge, LA United States			x	
BARRINGER, SCOTT	Baton Rouge, LA United States			×	
ABSHIRE, BARRY	Baton Rouge, LA United States			x	
YOUNG, GAY	Baton Rouge, LA United States			x	
COOTS, JAMIE	Baton Rouge, LA United States			X	
5 Check only if there is NO Interested Party. 6 UNSWORN DECLARATION					
My name is Komno Sande My address is 5345 Hagen town (street)	Dr. BATON Royte, (s		12/26 70817 (zip code)	<u>6/1968</u> <u>BRP</u> (country)	
I declare under penalty of perjury that the foregoing is true.	and correct. County, State ofA, on the	24 da	ay of April (month)	, 20 <u>23</u> . (year)	

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6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:	
Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

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

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

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

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

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

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

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



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

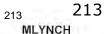
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PALAGRO-01

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MLYNCH



AGENCY CUSTOMER ID: PALAGRO-01

LOC #: 1



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Hub International Gulf South	License # 23143	2 NAMED INSURED Arcco Company Services, Inc. 9424 N. Interstate Dr.
POLICY NUMBER SEE PAGE 1		Baton Rouge, LA 70809
CARRIER	NAIC CODE	
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

Commercial Umbrella 07/01/22-07/01/2023 Aspen Specialty Insurance Company

Policy #EX00RUD22 - Limit of Liability \$10,000,000 per Occurrence/Per Aggregate over General, Auto, Employer's, Umbrella, Sudden & Accidental Pollution and Contractors Pollution Liability Policies shown.

Maritime Liability 07/01/2022 - 07/01/2023 Lloyd's of London Policy #B1368M225258 - Limit of Liability \$1,000,000

Pollution 07/01/2022 - 07/01/2023 Evanston Insurance Policy #MKLV2ENV102915- Limit of Liability \$6,000,000;General Aggregate Limit \$6,000,000 Pollution Liability Each Limit \$6,000,000. Blanket Additional Insured is included where required by written contract.

Bid 50-139435

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

Bid Number & Name: (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name: ARCCO Company Services, Tuc.
Bidder's TAX ID Number: 72-1189889
If Applicable: HUB Vendor NoNA DBE Vendor NoNA
Contact Person: Tom Sundars Title: President
Phone Number (with area code): (281) 885-4231 ext 119
Alternate Phone Number if available (with area code): 229-7226
Fax Number (with area code): (225)275-1198
Email Address: TSanders Q Arcco. com

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

<u>3400</u> Awesome LN Address LA Porte TX 77571 Citv. State, Zip Code

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

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-839-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 23-024/MR.

SCOPE OF PROJECT

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

TERMS

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

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

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

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

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

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

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

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

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

INSPECTIONS

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 43 OF 64

- Air Inlet System Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections
- 6. Lube Oil System
 - Visually inspect for correct oil level and add when necessary, inspect for leaks
 - Note oil pressure
 - Operational and visual inspection of prelube pump
 - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
- 7. Engine Monitors & Safety Controls (All PM Levels)
 - Check safety controls for loose connections and wiring deterioration
 - Check for proper operation of all safety controls and alarms
 - Remote Annunciator and Alarm Inspect all panels and system alarms for proper functions
- 8. Ignition System (All PM Levels)
 - Check spark plug condition and electrode gap
 - Check spark plug wires for condition and connections for corrosion
 - Check ignition coils condition and connections for corrosion
- 9. Control Panels (All PM Levels)
 - Voltmeter Operational check for correct reading. Check voltage level
 - Frequency Meter Operational check for correct reading
 - Check alarm history
- 10. Generator Rear Bearings & Vibration Isolators
 - Lubricate generator rear bearing if applicable
 - Check vibration isolators for proper adjustment and condition
- 11. Transfer Switch (All PM Levels)
 - Check for leaks/corrosion on cabinets
 - Verify connections are tight on lugs
 - Check voltage across contacts
 - Lube as necessary
 - Verify exercise program
 - Functional test of unit
 - Verify time delays
 - Check for hot spots

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

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

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

PREVENTATIVE MAINTENANCE

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

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

SERVICE CALLS

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

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

GENERATOR LIST

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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			1	Quitaut	1
Department	Address	Make		Output Rating	Inspection
Pct. 1	20205 W. Hwy 90, China, TX 77613			200 KW	No
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	TS350T	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFF B	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFE B	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG0605 45ANAX	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	Kohler	150RE0 ZJ01	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJ D	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	Kohler	20ROZJ	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes

To Jefferson County:

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

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

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

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

Inc errices. moan Company Name

3400 Awasome

Address

City Zip State

For clarification of this offer, contact:

Name & Title

Fax

Phone

SANISERS Q, E-mail

Signature of Person Authorized to Sign

Title

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

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-024/MR, Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick Jefferson County Judge Date

ATTEST:

Roxanne Acosta Hellberg Jefferson County Clerk

Item	Description	Labor Charge Per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$_ 99,°7hour
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$/hour
3	Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$/hour
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$7 <u>9</u> /hour
5	Generator Technician for services on Holidays	\$_148. 5 hour
6	Helper accompanying Generator Technician for services on Holidays	\$_118.5º /hour
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$hour
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$_797hour
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$_148.5 ² /hour
10	Helper accompanying Generator Technician for emergency disaster relief service after- hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$_118,5 ² /hour
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$ <u>148.5</u> /hour
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	\$ 118, ⁵² /hour
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	19.75
14	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	SEE ATTACHO

REQUIRED FORM

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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Item	Description	Labor Charge Per Hour
	Additional charges (Including, but no limited to service call	
14	charge, mileage charges, fuel surcharges, miscellaneous supply charges)	
14a	SERVICE CALL CHARGE	no charge other than applicable Labor and or Parts Charges
14b	MILEAGE CHARGE For Call Outs & Repairs	\$0.50 Per Mile
14c	FUEL SURCHARGE	no charge
14d	MISC SUPPLY CHARGE	no charge
14e	Electrician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	
14f	Electrician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	\$149.00 Per Hour
14g	Electrician On Holidays	\$149.00 Per Hour
14h	Electrician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$149.00 Per Hour
14i	Electrician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday- Friday 5:00 pm to 8:00 am)	\$149.00 Per Hour
14j	Electrician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation Holidays	\$149.00 Per Hour
14k	DIESEL FUEL CLEANING	\$0.70 Per Gallon
141	OIL TEST KIT	\$ 25.00 Each
14m	COOLANT TEST KIT	\$ 25.00 Each
14n	FUEL TEST KIT	\$ 95.00 Each
140	INSPECTION FOR Sabine Pass 150 KW	\$ 395.00 Each
14p	INSPECTION FOR Courthouse 2000 KW	\$ 595.00 Each
14q	INSPECTION FOR JC Service Center 40 KW	\$ 325.00 Each
14r	INSPECTION FOR Pct. 1 200 KW	\$ 395.00 Each
14s	INSPECTION FOR Pct. 2 100 KW	\$ 395.00 Each
14t	INSPECTION FOR Pct. 3 60 KW	\$ 325.00 Each
14u	INSPECTION FOR Pct. 4 150 KW	\$ 395.00 Each
14v	INSPECTION FOR Health & Welfare/Annex 1 500 KW	\$ 450.00 Each
14w	INSPECTION FOR Mosquito Control 80 KW	\$ 325.00 Each
14x	INSPECTION FOR Narcotics/Sheriff Hanger 100 KW	\$ 395.00 Each
14y	INSPECTION FOR Pt. Arthur Courthouse 250 KW	\$ 395.00 Each
14z	INSPECTION FOR Correctional Facility 500 KW	\$ 450.00 Each \$ 450.00 Each
14aa 14ab	INSPECTION FOR Correctional Facility 400 KW	\$ 325.00 Each
14a0	INSPECTION FOR Radio Tower Hwy 73 60 KW INSPECTION FOR Radio Tower Hwy 90 20 KW	\$ 325.00 Each
14a0	INSPECTION FOR Airport 155 KW	\$ 395.00 Each
14au	INSPECTION FOR Airport 100 KW	\$ 395.00 Each
14a6	INSPECTION FOR Airport 25 KW	\$ 325.00 Each
14ag	INSPECTION FOR Airport 600 KW	\$ 450.00 Each
	Advanced Gateway: Azure IoT Edge compatible gateway (includes GPS, cellular, 4 digital inputs, 4 digital outputs, 1 Serial Port and 1 TCP Port) Hardware Pricing (One-	\$ 475.00 Each
14ah	Time): Advanced Gateway Harness (optional): Optional wire harness with built-in 24 or 12 VDC relays to accelerate and simplify the installation process. Supports 4 digital inputs, 1 RS 232/485 input, and 2 relay outputs. Hardware Pricing (One-Time):	\$ 175.00 Each
	Fuel Sensor (optional): Optional ultrasonic fuel sensor with a depth range of 5-144" and cable length of 5' (requires minimum part size of 2") Hardware Pricing (One- Time):	\$ 675.00 Each
14aj		

14ak	Basic Access (w/ Cellular):Cellular connectivity to cloud hosted platform and web- based UIBP- Includes 15-minute interval data, live frequency of 5s, read-only, single asset Cloud / User Interface Access Option Pricing (Annual):	\$ 235.00 Each
14al	Basic Access (w/o Cellular): LAN / WiFi connectivity to cloud hosted platform and web-based UIBP- Local network option Cloud / User Interface Access Option Pricing (Annual):	\$ 150.00 Each
14ag	Advanced Access (w/ Cellular): Basic cellular package plus NFPA 110 generator reporting and remote equipment control capabilities Cloud / User Interface Access Option Pricing (Annual):	\$ 425.00 Each
14aq	Advanced Access (w/o Cellular): Basic LAN / WiFi package plus NFPA 110 generator reporting and remote equipment control capabilities Cloud / User Interface Access Option Pricing (Annual):	\$ 350.00 Each

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.	REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.				
REFERENCE ONE					
Government/Company Name: JEFFERSON PARISH					
Address: 200 Derbigny St Gratna, LA 70053					
Contact Person and Title: Ryan Babcocle - Die	clon				
Phone: (504)364-2675 Fax:					
Email Address: <u>Rhabcocle@Jerrpmeth</u> , Contract Period: Scope of Work: Generation Maintenance, LonoB.	6/2022 - 6/2025				
Scope of Work: Generation Maintenance, LOADB.	Whing RepATINS / Responsed				
REFERENCE TWO					
Government/Company Name: City of PEAR LA	\mathcal{N}				
Address: 2016 Old Alvin Zel, Pearlance					
Contact Person and Title: JAck Enochs FACIL					
Phone: (281) 652-1914 Fax:					
Email Address: jenochsepearland tx. go Contract Period:	6/2022 - 6/2026				
Email Address: jenochsepearlandty.go. Contract Period: Scope of Work: Generutor Muistenance, Repairs	and Emergency Response				
REFERENCE THREE					
Government/Company Name: New Orleans					
Address: 1300 Perdido St New Orle	eaus (A 70/12				
Address: 1300 Perdids St New Orle Contact Person and Title: Enrico Stevling Facili	ty Services Mgr				
Phone: (304) 432-3105 Fax:					
Email Address: Risterline pola. god Contract Period:	3/2021 - 3/2026				
Scope of Work: <u>Generalia Maintenance, Pepi</u>	ATTAS and Encryeng lesponse				
2 · · · · · · · · · · · · · · · · · · ·					

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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

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

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

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

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

Bidder (Entity Name)

esome

Street & Mailing Address

City, State & Zip

Telephone Numbe

E-mail Address

Signature Jour Senders Print Name 1/24/2023 Date Signed

Fax Number

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 51 OF 64

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 1esida aude

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

Date

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 52 OF 64

CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICEUSEON
This questionnaire is being filed in accordance with Chapter 176; Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	6
1 Name of vendor who has a business relationship with local governmental entity.	1
2 Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the applater than the 7th business day after the date on which you became aware that the origincomplete or inaccurate.) Name of local government officer about whom the information in this section is being disc	jinally filed questionnaire
XIII	
Name of Officer	
This section (Item 3 including subparts A, B, C, & D) must be completed for each officer w employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.	
A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	ncome, other than inves
	ncome, other than inves
income, from the vendor?	n or al the direction of the
income, from the vendor? Yes No MAR B. Is the vendor receiving or likely to receive taxable income, other than investment income, from	n or al the direction of the
income, from the vendor? Yes No M/A B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the low	n or at the direction of the cal governmental entity? th respect to which the
income, from the vendor? Yes No MA B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the low Yes No MA C. Is the filer of this questionnaire employed by a corporation of other business entity w	n or at the direction of the cal governmental entity? th respect to which the
income, from the vendor? Yes No MA B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the low Yes No MA C. Is the filer of this questionnaire employed by a corporation of other business entity w government officer serves as an officer or director, or holds an ownership interest of one per	n or at the direction of the al governmental entity? th respect to which the sent or more?
income, from the vendor? Yes No MA B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the low Yes No MA C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership interest of one per Yes No MA	n or at the direction of the al governmental entity? th respect to which the sent or more?
income, from the vendor? Yes No MA B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the low Yes No MA C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership interest of one per Yes No MA	n or at the direction of the al governmental entity? th respect to which the sent or more?
income, from the vendor? Yes No MA B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the low Yes No MA C. Is the filer of this questionnaire employed by a corporation or other business entity w government officer serves as an officer or director, or holds an ownership interest of one per Yes No MA	n or at the direction of the al governmental entity? th respect to which the sent or more?

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

and include with bid submission.

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT - OFFICE USE ONLY

CC		IT OFFICER SURE STATEMENT	FORM C
			Section & sector
This a	questionnaire reflects changes ma	de to the law by H.B. 23, 84th Leg., Regular S	ession. OFFICE USE ONLY
gove		 local governmental entity that the follow e of facts that require the officer to file this s al Government Code. 	
1 Na	me of Local Government Office	9r	
2 Of	fice Held		
³ Na	me of vendor described by Sec	ctions 176.001(7) and 176.003(a), Local Go	vernment Code
4 De	scription of the nature and exte	ent of employment or other business relat	onship with vendor named in item (
fro	m vendor named in item 3 exce	overnment officer and any family member eads \$100 during the 12-month period des	cribed by Section 176.003(a)(2)(B).
-		and the second second	
Da	te Gift Accepted	Description of Gift	
	te Gift Accepted		
Da		Description of Gift	statement is true and correct. I acknowledg ber (as defined by Section 176.001(2), Loc licer. I also acknowledge that this stateme
Da	te Gift Accepted	Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above that the disclosure applies to each family men Government Code) of this local government o covers the 12-month period described by Section	statement is true and correct. I acknowledg ber (as defined by Section 176.001(2), Loc licer. I also acknowledge that this stateme
Da	te Gift Accepted	Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above that the disclosure applies to each family men Government Code) of this local government o covers the 12-month period described by Section Signatu	statement is true and correct. I acknowledg ber (as defined by Section 176.001(2). Loc licer: I also acknowledge that this stateme on 176.003(a)(2)(B), Local Government Cod
Da 6 AI	te Gift Accepted	Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above that the disclosure applies to each family men Government Code) of this local government o covers the 12-month period described by Secti Signatu	statement is true and correct. I acknowledg ber (as defined by Section 176.001(2), Loc licer: I also acknowledge that this statemen on 176.003(a)(2)(B), Local Government Code
Da 6 AI	TE Gift Accepted	Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above that the disclosure applies to each family men Government Code) of this local government o covers the 12-month period described by Secti Signatu	statement is true and correct. I acknowledg ber (as defined by Section 176.001(2), Loc. ficer I also acknowledge that this statemen on 176.003(a)(2)(B), Local Government Code re of Local Government Officer

8 (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

OFFICE USE ONLY

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder	intends to	o utilize subcontractors/subconsultants in the fulfillment of this contract (if awa	rded).
🗌 Yes	V No		,

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

Did the Prime Contractor/Consultant ...?

□ Yes	🗆 No	 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?
Ves Yes	🗆 No	2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
W Yes	□ No	3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
□ Yes	1 No	4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
🗆 Yes	1 No	5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
□ Yes	No	6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

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

2

Printed Name of Authorized Representative

Title

Signature

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



IFB NUMBER: IFB 23-024/MR

IFB TITLE: Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County

Arcco Company Services, Inc. Good Faith Determination

Dear Procurement Department,

During the Original Bid we reached out to HUB Electrical contractors that we found from our search for Hub contractors in Jefferson County on the Texas Comptrollers website. We initially reached out to 4 contractors, but none ever responded . For the new bid We searched the following codes.

Class Code	Description
<u>690</u>	POWER GENERATION EQUIPMENT, ACCESSORIES, AND SUPPLIES
<u>941</u>	EQUIPMENT MAINT., REPAIR, AND RELATED SERVICES FOR POWER GENER

We did not find any Generator Specific Bub Groups in Jefferson County. Our specific need that we are looking for a Hub contractor to fill would be assistance during an emergency/Disaster response.

We reached out again to the group we reached out to for the original bid. To date we have not heard back from them. We will continue to look if awarded and update our forms accordingly

Sincerely



Tom Sanders President 3400 Awesome Ln, LaPorte, Tx 77571

PH: 281-885-4231

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

Bidder intends to utilize subcontrac	tors/subconsultants ir	i the running of this t	contract (if awarded).
	ard, but prior to beginn	ing performance on the	bid; however, the information below contract. Please submit one form for anditions of your contract.
Contractor Name:			HUB: 🗌 Yes 🗌 No
Address:			
Street	City	State Zip	
Phone (with area code):		Fax (with area cod	e):
Project Title & No.:			
Prime Contract Amount: \$\$			
HUB Subcontractor Name: HUB Status (Gender & Ethnicity):		ferson County 🛛 Tx Unifi	
HUB Status (Gender & Ethnicity):		ferson County 🛛 Tx Unifi	
HUB Status (Gender & Ethnicity):		2.00 Ac. 6 4	
HUB Status (Gender & Ethnicity): Certifying Agency:	curement Comm. 🛛 Jef	ferson County 🛛 Tx Unifi	ed Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	curement Comm. 🛛 Jef	ferson County 🛛 Tx Unifi State Zip	ed Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	curement Comm.	ferson County 🛛 Tx Unifi State Zip Fax (with area code	ed Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	curement Comm.	ferson County 🛛 Tx Unifi State Zip Fax (with area code	ed Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency:	curement Comm.	ferson County 🛛 Tx Unifi State Zip Fax (with area code	ed Certification Prog.
HUB Status (Gender & Ethnicity): Certifying Agency: Cartifying Agency: Tx. Bldg & Pro Address: Street Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to be P	curement Comm.	ferson County 🛛 Tx Unifi State Zip Fax (with area code	ed Certification Prog.

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	E 1 OF 4			
Bidder intends to utilize subcon Yes WNo	tractors/subconsu	ltants in the	fulfillment o	of this contrac	ct (if awarded
Prime Contractor:				HUB: 🗌 Ye	s 🗌 No
HUB Status (Gender & Ethnicity):					
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (wi	th area code):		
Project Title & No.:			IFB/RFP No.:		
Total Contract: \$		Total HUB S	ubcontract(s):	\$	
Construction HUB Goals: 12.8% MBE::		%	12.6% WBE:		%
	Use these goals as	a guide to diver	sify.		
OR HUB OFFICE USE ONLY:					
Verification date HUB Program Office reviewed	1.4.5.1	rmation	Date:	Initials:	
Verification date HUB Program Office reviewer PART I. HUB SUBCONTRACTOR DISCL HUB Subcontractor Name:	1.4.5.1				
Verification date HUB Program Office reviewed ART I. HUB SUBCONTRACTOR DISCL HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	OSURE				
Verification date HUB Program Office reviewed ART I. HUB SUBCONTRACTOR DISCL HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	OSURE				
Verification date HUB Program Office reviewed ART I. HUB SUBCONTRACTOR DISCL HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Address: Street	OSURE] Texas Unified	Certification Pro Zip		
Verification date HUB Program Office reviewed PART I. HUB SUBCONTRACTOR DISCL HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Address: Street Contact person:	OSURE Procurement Comm.] Texas Unified State Title	Certification Pro Zip)g.	
Verification date HUB Program Office reviewed PART I. HUB SUBCONTRACTOR DISCL HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Contact person: Phone (with area code):	OSURE Procurement Comm.] Texas Unified State Title Fax (wi	Certification Pro Zip :	og.	
HUB Status (Gender & Ethnicity): Certifying Agency:	OSURE Procurement Comm. City \$] Texas Unified State Title Fax (wi	Certification Pro Zip :)g.	

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 57 OF 64

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HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Status (Gender	r & Ethnicity):				
ertifying Agency:	🗌 Tx. Bldg & Pro	ocurement Comm.	Jefferson County	Tx Unified Certification Prog.	
ddress:					
	Street	City	State	Zip	
Contact person:			Title:		
hone (with area co	ode):		Fax (with	area code):	
Proposed Subcontra	act Amount:	\$	Percer	tage of Prime Contract:	%
Description of Subo	ontract Work to be P	erformed:			
IUB Status (Gender	- & Ethnicity):	-			
HUB Status (Gender ertifying Agency:	- & Ethnicity):	-			
HUB Status (Gender ertifying Agency:	- & Ethnicity):	-			
HUB Status (Gender ertifying Agency: Address:	- & Ethnicity): ☐ Tx. Bldg & Pro	curement Comm.] Jefferson County	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency: Address: Contact person:	Ethnicity):	curement Comm.] Jefferson County State Title:	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area co	Street	curement Comm.] Jefferson County State Title: Fax (with	Tx Unified Certification Prog. Zip	
HUB Subcontractor HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area co Proposed Subcontra Description of Subco	Street	curement Comm.] Jefferson County State Title: Fax (with	Tx Unified Certification Prog. Zip area code):	

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	3 OF 4			
PART II: STATEMENT OF NON-COMP				NG GOALS	b.
Please complete Good Faith Effort (GFE) (Our firm was unable to meet the HUB goa		이 사람 한 것을 관하는 것을 가락했다.			
All subcontractors to be utilize		(complete Part)	(11)		
HUBs solicited were not comp					
HUBs were unavailable for the					
Other:					
Was the Jefferson County HUB Office contacted for assistance in locating HUBs?					No
PART III: DISCLOSURE OF OTHER "NO	N-HUB" SUBCON	ITRACTS	1 may 11 m		
The Bidder shall use this area to provide under this project. A list of those "Non-Hi the Purchasing Office not later than five (5 of those "Non-HUB" Subcontractors that selection.	UB" Subcontractor:) calendar days aft	s the Bidder selec er being notified	ts, after bid subm that Bidder is the a	ission, shall apparent lo	l be provided t w Bidder. A lis
Subcontractor Name:					
Address:					
Street	City	State	Zip		
Contact person:		Title:			
Phone (with area code):		Fax (with a	rea code):		
Proposed Subcontract Amount: \$		Percenta	age of Prime Contrac	:t:	%
Description of Subcontract Work to be Perfor	med:				
Subcontractor Name:					
Address:					
Street	City	State	Zip		
Contact person:		Title:			
Phone (with area code):		Fax (with a	irea code):		
Proposed Subcontract Amount: \$		Percenta	age of Prime Contra		
Description of Subcontract Work to be Perfor	med:				
REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.					

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 59 OF 64

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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 Perl	formed:		
Subcontractor Namo			
Subcontractor Name:			
Subcontractor Namo			
Subcontractor Name:	City	State Zip	
Subcontractor Name: Address: Street Contact person:	City	State Zip Title:	
Subcontractor Name: Address: Street Contact person: Phone (with area code):	City	State Zip Title: Fax (with area code):	
Subcontractor Name: Address: Street Contact person: Phone (with area code):	City	State Zip Title: Fax (with area code):	%

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):	Jour Sunders
Title:	President
Signature:	Y
Date:	4/24/2023
E-mail address:	JUANDERIC Arcco.con
Contact person that will	be in charge of invoicing for this project:
Name (print or type):	Jamie Thibodianx
Title:	Auts Recievable
Date:	4/24/2023
E-mail address:	ARD Arcco. com

0

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- □ I certify that _____ [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that <u>Anccolouping Service</u> mu Government Code §2252.001 and our principal place of business is <u>Borron Rouge LA</u> (city and state).

Company Name sub	mitting bid/proposal:	ARCCO Conpany Services, Tuc.
Mailing address: 3400 Awe some		e LN LAPorte TX 77571
If you are an individ		ses 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**	
NA	NA	
		_

- * This is the property amount identification number assigned by the Jefferson County Appraisal District.
- ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 238

1, Thomas Sunders, the undersigned representative of (company or busi name) AACLO Company Services, fic. (herete
referred to as company) being an adult over the age of eighteen (18) years of age, after being duly sworn by undersigned notary, do hereby depose and verify under oath that the company named above, under 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 action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Is or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not includ action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, j venture, limited partnership, limited liability partnership, or an limited liability company, including a wl owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or busi association that exist to make a profit.
Signature of Company Representative
4/24/2023
Date
On this $\underline{74}$ day of \underline{April} , 20 $\underline{73}$, personally appeared The above-named person, who after by me be

duly sworn, did swear and confirm that the above is true and correct.

02

Notary Seal

OFFICIAL SEAL CASSANDRA R. ALLAIN NOTARY ID # 137528 STATE OF LOUISIANA My Commission is for Life

Notary Signature

Date

DL

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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

Company Name *IFB* 23-024/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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

STATE OF LA COUNTY OF EBRP
BEFORE ME, the undersigned authority, a Notary Public in and for the State of,
on this day personally appeared
after being by me duly sworn, did depose and say:
"I, Thomas Smillers am a duly authorized officer of/agent
for Anceo Coupany Services Mand have been duly authorized to execute the
(name of firm) foregoing on behalf of the said Ancco Company Services, The (name of firm)
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool of agreement or combination, to control the price of services/commodities bid on, or to influence any person of persons to bid or not to bid thereon."
Name and address of Bidder: ARCCO Company Services, Tre. 3400 AWESOME LN LAPORTE TX 77571
Fax: (225)275-1198 Telephone# (281)885-4231 by: Tom Sender, Title: President
(print name)
Signature:
SUBSCRIBED AND SWORN to before me by the above-named
this the day of 20 20
REQUIRED FORM Notary Public in and for
Bidder: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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1149 Pearl Street	OFFICE MAIN: (409) 835-8593
1 st Floor, Beaumont, TX 77701	FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	IFB 23-024/MR
IFB TITLE:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County
IFB DUE BY:	11:00 am CT, Wednesday, April 26, 2023
ADDENDUM NO.:	1
ISSUED (DATE):	April 12, 2023

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

Reason for Issuance of this Addendum: Questions

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

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

ATTEST Witnes

Witness

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

3400 Avesome UN LA PorteT. Address

(IFB 23-024/MR), Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County– ADDENDUM NO. 1



	149 Pearl Street	OFFICE MAIN: (409) 835-8593
15	^{it} Floor, Beaumont, TX 77701	FAX: (409) 835-8456
	Addendum to IF	3

IFB NUMBER:	23-024/MR
IFB TITLE:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County
IFB DUE BY:	11:00 am CT, Wednesday, April 26, 2023
ADDENDUM NO.:	2
ISSUED (DATE):	April 17, 2023

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

Reason for Issuance of this Addendum: Questions

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

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

ATTEST

Witness

Authorized Signature (Respondent)

Title of Person Signing Above

Juai -Porte Tx 77571

Typed Name of Business or Individual

Awesome Cn. LA

(IFB 23-024/MR), Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County-ADDENDUM NO. 2



1149 Pearl Street 1st Floor, Beaumont, TX 77701

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

1. Question: When it comes to the HUB, we don't plan on utilizing subcontractors. We signed it but left it blank. Is this acceptable?

Answer: There is a section at the top of the HUB forms for you to check yes or no to intent of HUB use. You need to complete that section.

2. Question: We are already active in the SAM website. Do we have to print it out or can you look at it on the website?

Answer: You have to include a printed copy of your Sam.gov registration.



1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

March 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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.

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

BID NAME:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326
BID NUMBER:	IFB 23-024/MR
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, April 26, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701
	1149 Pearl Street, 1 st Floor

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

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

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

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

Debrah Clade

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH: Beaumont Enterprise & Port Arthur News: March 29th and April 5th, 2023 Examiner: March 30, 2023

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BID SUBMISSIONS:

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

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

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

249 deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

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2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 6 OF 64 for Jefferson County

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other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

"County" - Jefferson County, Texas.

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

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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 J

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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 bid 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 (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 12 OF 64 for Jefferson County

258 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 193 7 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 dete1mination 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)(l)(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)(l)(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)(l)(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 a 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 193 7 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 I (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)(l)(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 I(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.

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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.q., 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:

- 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.

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4. Apprentices and trainees.

- Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they i. 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.
- Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the ii. 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

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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)

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-

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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 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. 240I (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.

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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.

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- (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) (I), 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).

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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:

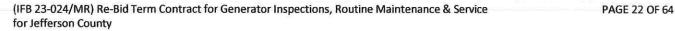
(1) Such action is necessary because the *contractor* or assignee has not taken or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(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:



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- (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).

(I) 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:

Cat5 Resources, LLC	
6757 Patillo Road	
Beaumont, TX 77705	

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.

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- (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 funds that takes place in connection with obtaining any Federal funds that takes place in connection with obtaining any Federal funds that takes place in connection with obtaining any Federal funds that 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

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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, 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 and data required by the contract but not first produced in the performance of this contract and by the contract but not first produced in the performance of this contract and by the Client."

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 <u>Cat5 Resources LLC</u> 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

Cindy Perez, CEO Name and Title of Contractor's Authorized Official

4/25/23

Date

REQUIRED FORM

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

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

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

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

The Contractor <u>Cat5 Resources LLC</u> 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

Cindy Perez, CEO

Name and Title of Contractor's Authorized Official

4/25/23

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 273

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

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

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

CIVIL RIGHTS COM PLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Cindy Perez, CEO Name and Title of Contractor's Authorized Official

4/25/23

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 275

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The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

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

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

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

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

1149 Pearl Street, 1st Floor Beaumont, TX 77701

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

All submissions must be received by 11:00 am CT, Wednesday, April 26, 2023.

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

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

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

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

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

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. In response to the Covid-19

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

SAM.GOV*

Entity Workspace Results 1 Total Results

CAT5 RESOURCES, L.L.C.

Unique Entity ID: LVU1X1HV4LM5Doing Business As: CAT5 RESOURCESExpiration Date:CAGE/NCAGE: 6YCZ7LLCApr 12, 2024Entity Status: Active RegistrationPhysical Address:Purpose of Registration:6757 PATILLO RDAll AwardsBEAUMONT, TXPurpose of Registration:

77705-0410 USA

This email was sent by an automated administrator. Please do not reply to this message.

Dear Kathy Hileman, Cindy Perez,

The registration for CAT5 RESOURCES, L.L.C. / LVU1X1HV4LM5 / 6YCZ7 is now active in the U.S. federal government's System for Award Management (SAM). If you did not provide a Commercial and Government Entity (CAGE) Code during the registration process, one has been assigned to you by the Defense Logistics Agency (DLA) CAGE Program.

To remain eligible to do business with the federal government, you must renew your entity's registration in SAM every year. The annual renewal date for the registration is 2024-04-12 15:24:54.106.

You may invite additional users to manage or review your entity registration by following these steps:

- 1. Go to https://www.sam.gov and log in.
- 2. On the Workspace page, scroll down to the User Directory.
- 3. Enter the email address of the user you want to invite and select Enter or select the email address from the list.
- 4. On the next page, select the Assign Role button in the top right corner of the page.
- 5. On the Assign Role page, follow the instructions provided and then select Send Invitation at the bottom of the page.
- 6. The user will be notified.

All invitees will receive an email message from SAM with instructions on how to complete the process.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration. Contact our supporting Federal Service Desk at www.fsd.gov, or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you,

The System for Award Management (SAM) Administrator https://www.sam.gov

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf info form1295.htm

A sample of a completed FORM 1295 is included on PAGE 35.

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

- · a sponsored research contract of an institution of higher education
- · an interagency contract of a state agency or an institution of higher education

• a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any gualified 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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 34 OF 64

CERTIFICATE OF INTE	RESTED PARTIES		Ì	FORM 1295
Complete Nos. 1 - 4 and 6 if the Complete Nos. 1, 2, 3, 5, and 6	ere are interested parties. If there are no interested parties	3 <mark>.</mark>		CEUSEONLY
 Name of business entity filing form, entity's place of business. **YOUR FIRM NAME HERE Name of governmental entity or stat which the form is being filed. 	E**)			JSIFILE
**JEFFERSON COUNTY, 1		te agency to	xt	•
³ Provide the identification number us and provide a description of the serve **BID/CONTRACT/PO NUM		provided up	Cite conti	ract.
4		2		(abool: applicable)
Name of Interested Party	City, State, Country (place of business)	6.F	ntrolling	(check applicable)
**NAME OF PERSON/PERSON OWN BUSINESS GOES HERE	S THAT			
LIST ANY PERSON THAT DOE	and the second se			
WORK FOR THE COMPANY LI IN #1 THAT WILL PROFIT FRO				
BID/CONTRACT/PO**	Na			
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5 Check only if there is to interest	ted Party.		TROLLIN	
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⁶ UNSWORN DECLARENDN Vendor I	s to complete #6 - Unsworn D	eclaration		
My name is	, and my	date of birth is _		
My addret (street)	(city) (sta	te) (zip cod	e) (country)
Executed in County.		day of(mo	,20 ອາຫ) (year)
	Signature of autho	rized agent of c (Declarant		ness entity
ADE	ADDITIONAL PAGES AS NE	CESSARY	1	
L Form provided by Texas Ethics Commission	www.ethics.state.br.us			Revised 12/22/2017

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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1 of 1

Co	mplete Nos. 1 - 4 and 6 if there are interested parties.		OFFICE USE ONLY			
Co	mplete Nos. 1, 2, 3, 5, and 6 if there are no interested part	CEF	RTIFICATION	OF FILING		
of Ca	me of business entity filing form, and the city, state ar business. t5 Resources LLC aumont, TX United States	Certificate Number: 2023-1011622 Date Filed:				
2 Na	me of governmental entity or state agency that is a pa	rty to the contract for which the form is	04/25	5/2023		
bei	ng filed.		1			
Jet	ferson County Texas		Date	Acknowledged:		
de: IFE	ovide the identification number used by the governme scription of the services, goods, or other property to b 3 23-024/MR enerator inspections and routine maintenance	ntal entity or state agency to track or identif e provided under the contract.	y the co	ontract, and pro	vide a	
				Nature o	f interest	
4	Name of Interested Party	City, State, Country (place of busin	ness)	(check a	pplicable)	
				Controlling	Intermediary	
Perez	, Cindy	Winnie, TX United States		x	1	
UNS	sworn DECLARATION	, and my date of	f birth is	8/21/	67	
	address is 15231 Brush Island (street)	Road Winnie .7	X,	77665 (zip code)	, Jeffes (country)	
	clare under penalty of perjury that the foregoing is true an T_{0}	Tar	25	Quil	17	
Exe	cuted in UCHESON	_County, State of, on the	<u>d5</u>	iay of (month)	, 20 35 (year)	
		Cudits	Г			
	· · · · · · · · · · · · · · · · · · ·	Signature of authorized agent of cor	htracting) business entity		
-		(Declarant)				

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

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

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CERTIFICATE OF LIABILITY INSURANCE

286 DATE (MWDD/YYYY) 6/23/2022

CAT5RES01C

E	THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	URAN	OR NEGATIVELY AMENI	D, EXTE	ND OR ALT	ER THE CO	VERAGE AFFORD	FICATE HO	E POLICIES
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	DUCER URICA TX Insurance Services, Inc.						FA	X (966)	652-9381
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II C E	HIS IS TO CERTIFY THAT THE POLICI NDICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY XCLUSIONS AND CONDITIONS OF SUCH TYPE OF INSURANCE	PERT	MENT, TERM OR CONDITION AIN, THE INSURANCE AFFO ES. LIMITS SHOWN MAY HAV	OF ANY	CONTRACT	OR OTHER IES DESCRIE PAID CLAIMS	DOCUMENT WITH R	ESPECT TO JECT TO ALL	WHICH THIS
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	CLAIMS-MADE X OCCUR		EPK-140146		7/1/2022	7/1/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrent	\$	50,000
	X Pollution Liab		LI 11-140140		11112022	11112023	Light is that is a contract	and the second second	5,000
	X Professional Liab						MED EXP (Any one perso		1,000,000
							PERSONAL & ADV INJU		2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE			
							PRODUCTS - COMP/OP		2,000,000
в	OTHER:						Carl and the Manager States and	1.0	1,000,000
D			2232324045567562			constants -	COMBINED SINGLE LIM (Ea accident)	\$	1,000,000
			CF8CA00327-221	F8CA00327-221		2022 7/1/2023	BODILY INJURY (Per per	rson) \$	
	AUTOS ONLY X SCHEDULED						BODILY INJURY (Per ac	cident) \$	
	X HIRED AUTOS ONLY X AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$	
						1	S. S	\$	
A	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$	5,000,000
	X EXCESS LIAB CLAIMS-MADE		EFX-120580		7/1/2022	1/2022 7/1/2023	AGGREGATE	\$	5,000,000
	DED RETENTION \$							\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		and the second sec	No.	7/1/2022	7/1/2023	X PER STATUTE	DTH- ER	
		N/A	0001271489				E.L. EACH ACCIDENT	\$	1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPI	LOYEE \$	1,000,000
	It yes, describe under DESCRIPTION OF OPERATIONS below		and the second	_			E.L. DISEASE - POLICY		1,000,000
D	Rented/Leased Equip	11-11	IM00H2Q22		7/1/2022	7/1/2023	300,000 max per i	tem	500,000
E	4 x 5 Excess Liab		EXO4279411	₁ ,	7/1/2022	7/1/2023	Limit		4,000,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (ACC	RD 101, Additional Remarks Schedu	ule, may be	attached if more	space is required	1)		
CEI	RTIFICATE HOLDER			CANC	ELLATION				
	SAMPLE CERTIFICATE			THE	EXPIRATION	DATE TH	ESCRIBED POLICIES EREOF, NOTICE W CY PROVISIONS.		
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The ACORD name and logo are registered marks of ACORD

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AGENCY CUSTOMER ID: CAT5RES01C

LOC #: 1

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Page _1_ of _1_

AGENCY INSURICA TX Insurance Services, Inc.		NAMED INSURED CAT5 Resources, LLC P O Box 1383	
POLICY NUMBER SEE PAGE 1		Nederland, TX 77627	
CARRIER	NAIC CODE		
SEE PAGE 1	SEE P 1	EFFECTIVE DATE: SEE PAGE 1	
			_

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Blanket COI forms

The General Liability, Auto and Excess Liability policies include Blanket Additional Insured endorsement and Blanket Waiver of Subrogation endorsement. The General Liability includes Primary & Non-Contributory wording.

The Workers Compensation policy includes Blanket Waiver of Subrogation.

The Excess Liability policies follow form over the General Liability, Auto, Workers Compensation and Professional Liability.

All above are as required by written contract subject to policy terms, conditions and exclusions.

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

Bid Number & Name: (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name: <u>Cat5 Resources, LLC</u>

Bidder's TAX ID Number: 46-3004394

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

Contact Person: Cindy Perez Title: CEO

Phone Number (with area code): (409)460-3069

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

Fax Number (with area code): (888) 663-4161

Email Address: RFPS@cat5resources.com

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

6757 Patillo Road Address Beaumont, TX 77705

City, State, Zip Code

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-839-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 23-024/MR.

SCOPE OF PROJECT

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

TERMS

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

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

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

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

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

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

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

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

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

INSPECTIONS

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

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

- Air Inlet System Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections
- 6. Lube Oil System
 - · Visually inspect for correct oil level and add when necessary, inspect for leaks
 - Note oil pressure
 - Operational and visual inspection of prelube pump
 - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
- 7. Engine Monitors & Safety Controls (All PM Levels)
 - Check safety controls for loose connections and wiring deterioration
 - Check for proper operation of all safety controls and alarms
 - Remote Annunciator and Alarm Inspect all panels and system alarms for proper functions
- 8. Ignition System (All PM Levels)
 - Check spark plug condition and electrode gap
 - Check spark plug wires for condition and connections for corrosion
 - Check ignition coils condition and connections for corrosion
- 9. Control Panels (All PM Levels)
 - Voltmeter Operational check for correct reading. Check voltage level
 - Frequency Meter Operational check for correct reading
 - Check alarm history
- 10. Generator Rear Bearings & Vibration Isolators
 - Lubricate generator rear bearing if applicable
 - Check vibration isolators for proper adjustment and condition
- 11. Transfer Switch (All PM Levels)
 - Check for leaks/corrosion on cabinets
 - Verify connections are tight on lugs
 - Check voltage across contacts
 - Lube as necessary
 - Verify exercise program
 - Functional test of unit
 - Verify time delays
 - Check for hot spots

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

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

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

PREVENTATIVE MAINTENANCE

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

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

SERVICE CALLS

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

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

GENERATOR LIST

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

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

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Department	Address	Make		Output Rating	Inspection
Pct. 1	20205 W. Hwy 90, China, TX 77613		1	200 KW	No
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	TS350T	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFF B	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFE B	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG0605 45ANAX	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	Kohler	150RE0 ZJ01	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJ D	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	Kohler	20ROZJ	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes

To Jefferson County:

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

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

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

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

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

Cat5 Resources LLC	For clarification of this offer, contact:
Company Name	
6757 Patillo Road	Cindy Perez CEO
Address	Name & Title
Beaumont TX 77705	409-460-3069
Oty State Zp	Phone Fax
May 187	RFPS@cat5resources.com
Sgnature of Person Authorized to Sgn	E-mail
Cindy Perez	
Printed Name	
CEO	
Title	

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 47 OF 64

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-024/MR, Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick Jefferson County Judge Date

ATTEST:

Roxanne Acosta Hellberg Jefferson County Clerk

ltem	Description	Labor Charge Per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$ <u>95.00</u> /hour
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$ <u>85.00</u> /hour
3	Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$ <u>125.00</u> /hour
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$ <u>110.00</u> /hour
5	Generator Technician for services on Holidays	\$/hour
6	Helper accompanying Generator Technician for services on Holidays	\$ <u>110.00</u> /hour
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$ <u>130.00</u> /hour
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$/hour
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$/hour
10	Helper accompanying Generator Technician for emergency disaster relief service after- hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$ <u>120.00</u> /hour
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$130.00 /hour
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	\$120.00 /hour
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at 15 % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	15
14	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	Fuel is cost +\$.50

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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VENDOR REFERENCES FORM

preferably a municipality) where the same or similar products and/or ervices as contained in this specification package were recently provided.	REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.
REFERENCE ONE	
Government/Company Name: Port Arthur Fire Department	
Address: P. O Box 1089; 444 4 th Street Port Arthur, TX 77641	
Contact Person and Title: <u>Richard "Ricky" Bodin, Battalion Chief – F</u>	eet and Facilities
Phone: (409) 926-3679 Fax: (409) 983	8291
Email Address: richard.bodin@portarthurtx.gov Contract Period	: <u>12/14/23</u>
Scope of Work: Maintenance and Repair of Fire Dept Generators	
REFERENCE TWO	
Address: <u>3625 123nd SE, Bellevue, WA 98006</u> Contact Person and Title: <u>Donnie Jeffery, Engineer Technical Suppo</u>	
Address: <u>3625 123nd SE, Bellevue, WA 98006</u> Contact Person and Title: <u>Donnie Jeffery, Engineer Technical Suppo</u> Phone: <u>(972) 670-1282</u> Fax: <u>Unavailab</u>	le
Address: <u>3625 123nd SE, Bellevue, WA 98006</u> Contact Person and Title: <u>Donnie Jeffery, Engineer Technical Suppo</u> Phone: <u>(972) 670-1282</u> Fax: <u>Unavailat</u> Fax: <u>Unavailat</u> Fax: <u>Unavailat</u> Fax: <u>Contract Period</u>	le
Address: <u>3625 123nd SE, Bellevue, WA 98006</u> Contact Person and Title: <u>Donnie Jeffery, Engineer Technical Suppo</u> Phone: <u>(972) 670-1282</u> Fax: <u>Unavailat</u> Faail Address: <u>Donnie Jeffery@t-mobile.com</u> Contract Period Scope of Work: Stationary Generator Maintenance South Region	le
Address: <u>3625 123nd SE, Bellevue, WA 98006</u> Contact Person and Title: <u>Donnie Jeffery, Engineer Technical Suppo</u> Phone: (<u>972</u>) 670-1282 Fax: <u>Unavailab</u> mail Address: <u>Donnie Jeffery@t-mobile.com</u> Contract Period Scope of Work: Stationary Generator Maintenance South Region REFERENCE THREE	le
Address: 3625 123nd SE, Bellevue, WA 98006 Contact Person and Title: Donnie Jeffery, Engineer Technical Support Phone: (972) 670-1282 Fax: Unavailab Email Address: Donnie.Jeffery@t-mobile.com Contract Period Scope of Work: Stationary Generator Maintenance South Region REFERENCE THREE Government/Company Name: Chambers County	le
Address: 3625 123nd SE, Bellevue, WA 98006 Contact Person and Title: Donnie Jeffery, Engineer Technical Support Phone: (972) 670-1282 Fax: Unavailab Phone: (972) 670-1282 Fax: Unavailab Imail Address: Donnie.Jeffery@t-mobile.com Contract Period Scope of Work: Stationary Generator Maintenance South Region REFERENCE THREE Government/Company Name: Chambers County Address: 404 Washington Avenue, Anahuac, TX 77514	le
Address: 3625 123nd SE, Bellevue, WA 98006 Contact Person and Title: Donnie Jeffery, Engineer Technical Support Phone: (972) 670-1282 Fax: Unavailab Email Address: Donnie.Jeffery@t-mobile.com Contract Period Scope of Work: Stationary Generator Maintenance South Region REFERENCE THREE Government/Company Name: Chambers County Address: 404 Washington Avenue, Anahuac, TX 77514 Contact Person and Title: Steven Wood, Maintenance & Facility Contact	le
Address: 3625 123nd SE, Bellevue, WA 98006 Contact Person and Title: Donnie Jeffery, Engineer Technical Support Phone: (972) 670-1282 Fax: Unavailab Email Address: Donnie.Jeffery@t-mobile.com Contract Period Contract Period Scope of Work: Stationary Generator Maintenance South Region REFERENCE THREE Government/Company Name: Chambers County Address: 404 Washington Avenue, Anahuac, TX 77514 Contact Person and Title: Steven Wood, Maintenance & Facility Contact Person Steven Wood, Maintenance & Facility Contact Person	le

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.

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

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

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

Cat5 Resources LLC	Cindte
Bidder (Entity Name)	Sgnature / 8 /
6757 Patillo Road	Cindy Perez
Street & Mailing Address	Print Name
Beaumont TX 77705	4/25/23
City, State & Zip	Date Sgned
409-460-3069	888-663-4161
Telephone Number	Fax Number
RFPS@cat5resources.com	
E-mail Address	

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

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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

CEO

Cindy Perez

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

4/25/23

Date

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

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 52 OF 64

CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176. Local Government Cod by a vendor who has a business relationship as defined by Section 176.001(1-a) with a loc governmental entity and the vendor meets requirements under Section 176.006(a).	
By law this questionnaire must be filed with the records administrator of the local government entity not later than the 7th business day after the date the vendor becomes aware of fac that require the statement to be filed. See Section 176.006(a-1), Local Government Cod	15
A vendor commits an offense if the vendor knowingly violates Section 176.006, Loc Government Code. An offense under this section is a misdemeanor.	al
1 Name of vendor who has a business relationship with local governmental entity.	
Cat5 Resources LLC	
2 Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the later than the 7th business day after the date on which you became aware that the incomplete or inaccurate.)	
3 Name of local government officer about whom the information in this section is being d	isclosed.
Name of Officer	
Name of Officer This section (item 3 including subparts A, B, C, & D) must be completed for each offic employment or other business relationship as defined by Section 176.001(1-a), Local Gov pages to this Form CIQ as necessary.	er with whom the vendor has rernment Code Attach additi
This section (item 3 including subparts A, B, C, & D) must be completed for each offic employment or other business relationship as defined by Section 176.001(1-a), Local Gov	ernment Code Attach additi
This section (item 3 including subparts A, B, C, & D) must be completed for each offic employment or other business relationship as defined by Section 176.001(1-a), Local Gov pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxab	ernment Code Attach additi
This section (item 3 including subparts A, B, C, & D) must be completed for each offic employment or other business relationship as defined by Section 176.001(1-a), Local Gov pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxab income, from the vendor?	rernment Code. Attach additi ile income, other than investri from or at the direction of the l
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This section (item 3 including subparts A, E, C, & D) must be completed for each offic employment or other business relationship as defined by Section 176.001(1-a), Local Gov pages to this Form CIQ as necessary. A. Is the local government officer named in this section receiving or likely to receive taxab income, from the vendor? Yes No B. Is the vendor receiving or likely to receive taxable income, other than investment income, government officer named in this section AND the taxable income is not received from the Yes No C Is the filer of this questionnaire employed by a corporation or other business entity	ernment Code. Attach additi ile income, other than investri from or at the direction of the I local governmental entity?
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(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

and include with bid submission.

300

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	OCAL GOVERNME		FORM CIS
	<u> </u>	ade to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
go	is is the notice to the appropriat vernment officer has become awa accordance with Chapter 176, Loc	Date Received	
	Name of Local Government Offic	er	
2	Office Held		
<u>.</u>	Name of vendor described by Se	ctions 176.001(7) and 176.003(a), Local Government (Code
1	Description of the nature and ext	tent of employment or other business relationship wi	th vendor named in item 3
	from vendor named in item 3 exc	overnment officer and any family member, if aggrega eeds \$100 during the 12-month period described by Description of Gilt	Section 176.003(a)(2)(B).
1	Date Gift Accepted	Description of Gift	
1	Date Gift Accepted	Description of Gift	
		(attach additional forms as necessary)	
3	AFFIDAVIT	I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a	ed by Section 176.001(2), Local acknowledge that this statement
		Signature of Local C	Government Officer
	AFFIX NOTARY STAMP / SEAL ABO	JVE	
	Sworn to and subscribed before me, by t	he said	, this the day
	of , 20 , to	certify which, witness my hand and seal of office	
		certify which, whites hy hand and sear of blice.	

THIS FORM IS FOR OFFICE USE ONLY

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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³⁰¹

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

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

Did the Prime Contractor/ Consultant ...?

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

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

Cindy Perez

Printed Name of Authorized Representative

CEO

Title

Sanature

4/25/23

Date

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

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In Response to HUB Subcontractors:

Cat5 Resources, LLC is a self performing company. We will not be utilizing subcontractors for the purposes of this bid. We are locally owned with our headquarters in Beaumont, TX, this job would be maintained through the local office.

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

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

Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract. Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name:				HUB: 🗌 Yes 🗌 No	i.
Address: Street	City	State	Zip		
Phone (with area code):		Fax (with	area code):		
Project Title & No.:					
Prime Contract Amount: _\$					
HUB Subcontractor Name:					
HUB Status (Gender & Ethnicity):					
Certifying Agency: 🛛 Tx. Bldg & Procureme	ent Comm. 🛛 🛛 Jef	fferson County [Tx Unified Cert	tification Prog.	
Address:Street	City	State	Zip		
Phone (with area code):		Fax (with	area code):		
Proposed Subcontract Amount:			tage of Prime Co	ontract:	2
		Percen		ontract:	2
Proposed Subcontract Amount: \$\$		Percen			
Proposed Subcontract Amount: <u>\$</u> Description of Subcontract Work to be Perform		Percen			

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

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

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

		PAGE	OF 4			
Bidder intends to □ Yes ØNo	utilize subcontractors	s/subconsult	ants in the f	ulfillment of	this contract (if	f awarded).
Prime Contractor:	Cat5 Resources, LLC				HUB: 🗌 Yes [No
HUB Status (Gender &	Ethnicity):					
Address:						
	Street	City	State	Zip		
Phone (with area code	:):		Fax (with	n area code):		
Project Title & No.:				IFB/RFP No.:		
Total Contract:	·		Total HUB Sul	bcontract(s): _	5_	
Construction HUB Goa	ls: 12.8% MBE::		<u>%</u>	12.6% WBE:		2
	b-goals: 1.7 African-America Use	these goals as a			an American.	
OR HUB OFFICE USE ONLY	<i>f</i> :					
Verification date HUB Pro	ogram Office reviewed and verifie	ed HUB Sub inform	ation D	Date:	Initials:	
HUB Subcontractor Na HUB Status (Gender & Certifying Agency:						
Address:				_		
	Street	City	State	Zip		
Contact person:			Title:	<u></u>		
Phone (with area code):		Fax (with	area code):		
Proposed Subcontract	Amount: _\$		Percer	ntage of Prime C	ontract:	2
Description of Subcon	ract Work to be Performed:					
and the second sec	A omplete this form n bid submission.					

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

HUB Subcontractor Name:	-		
HUB Status (Gender & Ethnicity):			
			-
ertifying Agency: 🗌 Tx. Bldg & Procureme	nt 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:	2
Description of Subcontract Work to be Performe	d-		
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procuremen Address:		Jefferson County Tx Unified Certification Prog.	
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procuremen Address: Street	nt Comm. City	State Zip	
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procuremen Address: Street		State Zip Title:	
HUB Status (Gender & Ethnicity): ertifying Agency: Tx. Bldg & Procuremen Address: Street Contact person:		State Zip	
HUB Status (Gender & Ethnicity): ertifying Agency:		State Zip Title:	
HUB Status (Gender & Ethnicity):	City	State Zip Title: Fax (with area code):	
HUB Status (Gender & Ethnicity):	City	State Zip Title: Fax (with area code):	
HUB Status (Gender & Ethnicity):	City	State Zip Title: Fax (with area code):	
Address:Street Contact person: Phone (with area code): Proposed Subcontract Amount:\$ Description of Subcontract Work to be Performed All HUB Subcor	City d:	State Zip Title: Fax (with area code):	

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

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	TATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTIN plete Good Faith Effort (GFE) Checklist and attach any supporting documentation.	IG GOALS		
Our firm w	as unable to meet the HUB goals for this project for the following reasons:			
	All subcontractors to be utilized are "Non-HUBs." <i>(Complete Part III)</i> HUBs were solicited but did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): Other: No Subcontractors will be needed			
Was the J	Other: <u>No Subcontractors will be needed</u> efferson County HUB Office contacted for assistance in locating HUBs?	Yes	No 🕅	

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

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

Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount:\$		Percentage of Prime Contract:	2
Description of Subcontract Work to be Performed:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	o z
Description of Subcontract Work to be Performed:			_
REQUIRED FORM			
<u>Bidder</u> : Please complete this form and include with bid submission.			

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

	PAG	E 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:	0
Description of Subcontract Work to be Perfo			
ubcontractor Name:			
Subcontractor Name:			
ubcontractor Name:	City		
Street	City	State Zīp	
Subcontractor Name:	City	State Zīp Title:	

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:	REQUIRED FORM
Date:	Bidder: Please complete this form
E-mail address:	and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- E I certify that <u>Cat5 Resources, LLC</u> [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is ______ (city and state).

Taxpayer Identificat	ion Number (T.I.N.):	46-3004394
Company Name sub	mitting bid/proposal:	Cat5 Resources, LLC
Mailing address:	6757 Patillo Road, Beaumont, TX 77705	
If you are an individ	ual, list the names and addre	esses of any partnership of which you are a general partner

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

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

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

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

REQUIRED FORM

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

I, <u>Cindy Perez</u>, the undersigned representative of (company or business name) Cat5 Resources LLC (heretofore

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

1. Does not boycott Israel currently; and

2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.002, Texas Government Code:

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

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

Signature of Company Representative

4/25/23

Date

On this 25	day of April	2023	, personally	annorrad
Un this 20	uay of ripin	, 20 20	, personally	appeared

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

somethin	harry Spale
ALL PUR	KATHY RENEE HILEMAN
. *	My Notary ID # 4528880
OF T	Expires May 6, 2023

Notary Signatur

Date

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

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.

Cat5 Resources, LLC

Company Name

IFB 23-024/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF TEXAS	COUNTY OF JEFFERSON
BEFORE ME, the undersigned aut	ority, a Notary Public in and for the State of TEXAS
on this day personally appeared _	indy Perez , who
	(name)
after being by me duly sworn, did	depose and say:
_{"I,} Cindy Perez	am a duly authorized officer of/agent
(name)	
for Cat5 Resources LLC	and have been duly authorized to execute the
(name of firm)	
foregoing on behalf of the said C	t5 Resources LLC
	(name of firm)

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

110

6757 Patillo Road Beaumont TX 7	77705
Fax: 888-663-4161	Telephone#409-460-3069
by: Cindy Perez	Title: CEO
(print name) Signature:	
SUBSCRIBED AND SWORN to before me Cindy Perez	by the above-namedon
this the <u>25</u> day of <u>April</u>	Kall Ulana
REQUIRED FORM Bidder: Please complete this form	Notary Public in and for the State of Texas My Notary ID # 4528880

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE Advertisement for Invitation for Bids

March 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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.

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

Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326
IFB 23-024/MR
11:00 AM CT, Wednesday, April 26, 2023
Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

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

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

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

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

Deman Clasel

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH: Beaumont Enterprise & Port Arthur News: March 29th and April 5th, 2023 Examiner: March 30, 2023

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BID SUBMISSIONS:

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

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

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

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

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

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2.14 MAINTENANCE.

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

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any

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other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

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

4.3 PRICE RE-DETERIMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION,

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

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10. FISCAL FUNDING.

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

11. BID RESULTS.

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

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

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18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" - Jefferson County, Texas.

"Contractor" - The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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SECTION 2: FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) MANDATED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY UNDER FEDERAL AWARDS REQUIRED BY 2 C.F.R. §200.326 APPENDIX II TO 2 CFR §200 (REVISE)

(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 bid 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) <u>Contractor must complete enclosed certification</u>

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 (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 12 OF 64 for Jefferson County

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 193 7 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 dete1mination 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)(l)(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)(l)(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.

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(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)(I)(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 a 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 193 7 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.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the i, 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 I (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)(l)(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 I(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.

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(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of ii. 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:

- 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.

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.

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4. Apprentices and trainees.

- Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they i. 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

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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.

- 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)(l).
- 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)(l).
- 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)

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-

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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 or subcontractor 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. 240I (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.

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(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 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.

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- (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) (l), 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).

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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:

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(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).

(I) 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.

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- (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.

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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

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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."

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.

Clifforn Power System) certifies or affirms the truthfulness and The Contractor 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 Struct SALET REP

PETER SARNARKAL Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM Bidder: Please complete this form and include with bid submission.

Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor <u>Cliffers</u> Power System) 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.

Contractor's Authorized Official

SERVICE SPILE REP PETER PSAROVARIES

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM Bidder: Please complete this form and include with bid submission.

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:

 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Signature of Contractor's Authorized Official

SERVICE SALEJ REP PSAROVARKA)

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <u>https://www.co.jefferson.tx.us/Purchasing/</u>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address: Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, April 26, 2023.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

<u>COURTHOUSE SECURITY</u>: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. In response to the Covid-19

pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16, 2023	Martin Luther King, Jr. Day	Monday
February 20, 2023	President's Day	Monday
April 7, 2023	Good Friday	Friday
May 29, 2023	Memorial Day	Monday
July 4, 2023	Independence Day	Tuesday
September 4, 2023	Labor Day	Monday
November 10, 2023	Veteran's Day	Friday
November 23 & 24, 2023	Thanksgiving	Thursday & Friday
December 25 & 26, 2023	Christmas	Monday & Tuesday
January 1, 2024	New Year's	Monday

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at: <u>mistey.reeves@jeffcotx.us</u>. If no response within 72 hours, contact **Deborah Clark**, Purchasing Agent at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, April 19, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <u>https://www.sam.gov</u>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

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From:	Mike Bayles
To:	Ashley Bohner
Subject:	Fw: CONFIRMATION: Registration Submitted for CLIFFORD POWER SYSTEMS INC / VTSVFZ1Z2XN9 / 0JBM9 in the U.S. Government's System for Award Management (SAM)
Date:	Friday, January 27, 2023 11:47:26 AM

CAUTION: EXTERNAL EMAIL

From: donotreply@sam.gov <donotreply@sam.gov>
Sent: Friday, January 27, 2023 11:46 AM
To: Mike Bayles <mbayles@luxa.us>
Subject: CONFIRMATION: Registration Submitted for CLIFFORD POWER SYSTEMS INC / VTSVFZ1Z2XN9 / 0JBM9 in the U.S. Government's System for Award Management (SAM)

WARNING: This email originated outside of Luxa Enterprises

This email was sent by an automated administrator. Please do not reply to this message.

Dear Mike Bayles,

You successfully submitted the entity registration for CLIFFORD POWER SYSTEMS INC / VTSVFZ1Z2XN9 / 0JBM9 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.

2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.

3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.

4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until then, use the Check Registration Status link at SAM.gov to see where your registration is in the review process.

5. If you have not previously submitted a notarized letter formally designating the Entity

Administrator for your entity, you must do so now. Failure to do so within 60 days of activation may result in the registration no longer being active. NOTE: You are not required to provide a notarized letter for a federal entity registration.

Remember, this process is entirely FREE to you. It is FREE to register and maintain your registration in SAM. It is FREE to get help with your registration from the Federal Service Desk at www.fsd.gov or by telephone at 866-606-8220 (toll free) or 334-206-7828 (internationally).

In addition, if you are located in the U.S. and its outlying areas, you can get FREE support from your local Procurement Technical Assistance Center (PTAC), an official resource for government contracting assistance. Go to http://www.aptac-us.org/ to find your closest PTAC.

Thank you, The System for Award Management (SAM) Administrator https://sam.gov

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5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

A sample of a completed FORM 1295 is included on PAGE 35.

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education
- a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract
- · a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code
- a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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-			_		1 of 1
Comp Comp	ete Nos. 1 - 4 and 6 if there are interested pa ete Nos. 1, 2, 3, 5, and 6 if there are no inter	arties. ested parties.	CE	OFFICE US	
Cliffor	of business entity filing form, and the city iness. d Power Systems, Inc. , OK United States	y, state and country of the business entity's place	Cer 202	tificate Number: 23-1006821 re Filed:	
Deing	of governmental entity or state agency th filed. son County	at is a party to the contract for which the form is	04/:	e Filed. 13/2023 e Acknowledged	Ŀ
IFB 23 Gener	3-024/MR	and Service for Jefferson County Purculant to C			
4	Name of Interested Party	City, State, Country (place of bu	isiness)	(check a	of interest pplicable)
Clifford P	ower Systems, Inc.	Tomball, TX United States		Controlling X	Intermediary
Check o	nly if there is NO Interested Party.				
	RN DECLARATION				
My name	_{is} Ashley Bohner	, and my date	of birth is	09/08/1983	3
My addre	ss is 9310 E 46th St N			74117	USA
I declare	(street) under penalty of perjury that the foregoing is		(state)	(zíp code)	(country)
	in Tulsa		e <u>13</u> d	ay of April	_, 20 <u>23</u> .
		Ashley Bi	ohner	1	(Year)
		Signature of authorized agent of co (Declarant)			

www.ethics.state.tx.us

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

- 11.1 Definitions:
 - 11.1.1 Certificate of coverage ("Certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 11.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 11.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract <u>refer to Section 10 above</u>.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

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- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs <u>11.1. - 11.7</u>, with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

THIS CERTIFICATE IS ISSUED AS A MATT		-1-e-6-	FORMATION ONLY AND CONFERS		219401-14-4		/2023
CERTIFICATE DOES NOT AFFIRMATIVELY BELOW. THIS CERTIFICATE OF INSURA REPRESENTATIVE OR PRODUCER, AND T	NCE	NEG	SATIVELY AMEND, EXTEND OR A	LTER THE C	OVERAGE A	FFORDED BY THE POLICIES	
IMPORTANT: If the certificate holder is an If SUBROGATION IS WAIVED, subject to the this certificate does not confer rights to the	e terr	ns an	nd conditions of the policy, certain	policies may	NAL INSURED require an end	provisions or be endorsed. lorsement. A statement on	
RODUCER	certa	Gale	CONTA	CT Diana	Tones		
Brown & Brown			NAME: PHONE	(918) 825-32	95 FAX (A/C. No);	
208 N Mill			E-MAIL	diana	ionesat	brown.com	
Pryor, OK 74361			ADDRE	SSidiana		Contraction of the second s	NAJC#
						FFORDING COVERAGE ance Co of Pittsburg, PA (A)	19445
SURED Clifford Power S		-	INSURI	Travel	ers Propert	y Casualty Co. of america	25674
P.O. Box 581807	ysu	ems	W1 The second seco	National I	Union Fire Insur-	ance Co of Pittsburg, PA (A)	31194
9310 E 46th St N	т	111	INSURI	National	Union Fire Insur	ance Co of Pittsburg, PA (A)	35378
Tulsa, OK 74158	/ +	ura	sa, OK /411/	Hisc	ox Insu	cance Co (A XI)	10200
TUISA, OK 74158							
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C Crime/Fidelity Liab.			106017893	1/1/23	1/1/24		,000,000
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escription of operations / locations / vehic enewal update for 3/1/202		(ACOF	RD 101, Additional Remarks Schedule, may	be allached if mo	re space is requir	ed)	
ERTIFICATE HOLDER			CAN	CELLATION			
Clifford Power S PO Box 581807 Tulsa, OK 74158	ys	tem	IS, INC. TH	E EXPIRATIO	N DATE TH	DESCRIBED POLICIES BE CAN HEREOF, NOTICE WILL BE CY PROVISIONS.	
			HTUA	DRIZED REPRE	SENTATIVE	Fen stambe	0

ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name: Clifford	Power System, Inc
Bidder's TAX ID Number: 73-1248	
If Applicable: HUB Vendor No	DBE Vendor No
Contact Person:	Title:
Phone Number (with area code): をいつ ろみЧ	0066
Alternate Phone Number if available (with area code):_	832 274 1924
Fax Number (with area code): 918 836 6	094
Email Address: ppsarovarkas	E clifforpower, com
Mailing Address (Please provide a physical address for	bid bond return, if applicable):
22811 Industry Ln	
Address Tomball, Da 0.77375	
City, State, Zip Code	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid	Term Contract for	Generator	Inspections,	Routine Maintenance	& Service
for Jefferson County					

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SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-839-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 23-024/MR.

SCOPE OF PROJECT

Jefferson County is soliciting bids for a generator technician to perform inspections, preventative maintenance and service on generators located in various locations for Jefferson County. Vendor shall provide copy of any applicable license with proposal. Vendor shall perform all electrical and engine work on generators.

TERMS

Individual departments will call to schedule any inspection, preventive maintenance or service for their generator. No work is guaranteed for generators listed in this proposal.

The County reserves the right to change, add, or delete service and/or locations.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

The vendor shall only proceed with repairs after the estimate has been approved by the department requesting the repair and a notice to proceed or purchase order has been issued.

• A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Awarded vendor shall furnish all labor, tools, transportation, equipment materials and supplies as required to complete the service request, to provide a working system, complete in all respects. All work shall be in compliance with Federal, State and Local Codes. All equipment or components must be installed in accordance with manufacturer's recommendations.

Vendor shall repair any damage caused by the Vendor and its employees at no cost to the County.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components or CPI increases, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

All hourly cost proposals must be to service the generators listed in the IFB. Any additional costs not included on the Bid Form on page 49 of this IFB will not be allowed. This includes but is not limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges.

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GENERATOR SERVICE, PLANNED MAINTENANCE, AND REPAIR

https://cliffordpower.com/

Phone: (800) 324-0066

Clifford Power is available 24/7/365, and maintains \$1.5 million in parts inventory and accessories for all makes and models of on-site power systems.

Service Provider Name	BuyBoard Specification Item No. Category	Service Description		Standar	Standard Price and Structure (for reference only	icture (for refei	ence only)		Price	and Structure fo	Price and Structure for BuyBoard Contracts
Clifford Power	32	Generator Service and \$180/hr \$270/hr \$360/hr \$3.75/mile After Hours Service	\$180/hr	\$270/hr	\$360/hr	\$3.75/mile	After Hours Service	\$170/hr \$255/hr	\$255/hr	\$340/hr	\$3.25/mile After Hours Service Call
Systems, Inc.		Repair	Regular	Overtime	Double Time		Call - 4 Hour Minimum	Regular	Regular Overtime	Double Time	- 4 Hour Minimum
			Time		(Sunday &		(\$1,080 Overtime &	Time		(Sunday &	(\$1,020 Overtime &
					Holidays)		\$1,440 Double Time)			Holidays)	\$1,360 Double Time)

NOTE: BuyBoard Members also receive a 10% discount on Generator Planned Maintenance. Planned Maintenance pricing is based upon kW rating, frequency of maintenance, type of services, and job site location.



SERVICE LEVEL CHECKS

SEMI-ANNUAL PLANNED MAINTENANCE

LEVEL 1 INSPECTION – TO BE PERFORMED SEMI-ANNUALLY

ENGINE ELECTRICAL (STARTING SYSTEM)

- **Batteries** Check battery water level, age, specific gravity & perform load test. Clean batteries externally including cables & posts.
- Alternator Visually inspect alternator & alternator belt. Measure & record alternator DC voltage output.
- Glow Plugs (where applicable) Check for proper operation.
- Battery Charger Visually inspect, measure & record DC voltage output.
- Starting Motor Visually inspect, test for proper operation (Performed during engine start).
- Spark Plugs (where applicable) Check spark plugs & spark plug wires condition & annotate recommendations for repair or replacement.
- Distributor Cap (where applicable) Inspect. Annotate recommendations for repair or replacement.

GENERATOR

- Windings Visually inspect windings.
- Bearings Inspect for proper lubrication.
- Brushes/Diodes Visually inspect for wear.
- Leads/Connections Visually inspect for wear.
- Circuit Breaker Test for proper operation.
- Mounts/Bolts Visually inspect for wear and/or damage.
- Noise Annotate operational noise indicators of mechanical malfunctions.

SAFETY CONTROLS / CONTROL PANEL

- Voltage (where applicable) Measure & record loaded & unloaded AC voltage.
- Frequency (where applicable) Measure & record loaded & unloaded Hertz frequency.
- Amperage (where applicable) Measure & record loaded amperage.
- Auto Start/Stop Check for proper operation. If allowed, check for automatic start.
- Shutdowns Visually inspect for wiring deterioration. Verify proper operation of shutdowns.
- Pre-alarms Verify proper annunciation of pre-alarms.
- Remote Annunciator (where applicable) Inspect for proper operation.

INSTRUMENTATION

- Oil Pressure Gauge Check for proper operation. Measure & record oil pressure PSI.
- Water Temperature Gauge Check for proper operation. Measure & record water temperature in degrees Fahrenheit.
- Ammeter Check for proper operation. Measure & record amperage in DC amps.
- AC Electric Meters Check for proper operation. Measure & record readings.
- Control Panel Wiring Visually inspect for signs of wear & correct observed loose connections.

AIR INDUCTION & EXHAUST

- Precleaner Visually inspect condition & clean when necessary.
- Air Filter Inspect & clean air filter. Recommend replacement when necessary. Note condition of filter housing.
- Intake Visually inspect & note condition of intake piping & gaskets.
- Turbocharger Visually inspect turbocharger for leaks, physical condition, & annotate auditory indicators of wear.
- Exhaust/Silencer Visually inspect for leaks & proper operation including rain cap (where applicable). Annotate anomalies in exhaust smoke.

360

LUBRICATION SYSTEM

- Lubrication Oil Check for proper oil level.
- Crankcase Breather Clean breather (where applicable). Annotate condition & any excessive blow by.
- Governor Check oil level.
- Tubes, Lines, Seals & Gaskets Visually inspect for deterioration or indications of wear.

COOLING SYSTEM

- Radiator Visually inspect radiator core condition, annotate indications of coolant leakage or core blockage. Check coolant level.
- Radiator Cap Check for indications of wear.
- Coolant Measure & record antifreeze freeze point & PH level.
- Hoses Visually inspect hoses, clamps, gaskets & connections.
- Fan Assembly Visually inspect fan, fan bearing, pulleys & belts for indications of wear. Measure belt tension for proper operation.
- Water Pump Visually inspect for proper operation, leaks, or audible indications of wear.
- Jacket Water Heater Inspect for proper operation, indication of wear on heater & associated hoses & clamps.
- Thermostat Check for proper operation

FUEL SYSTEM

- Fuel Lines & Connections Visually inspect for proper operation & indications of deterioration.
- Priming Pump (where applicable) Verify proper operations & inspect for seal damage or deterioration.
- Fuel Filters Visually inspect for damage, leaks, & proper operation.
- Governor & Controls Inspect controls & linkage for proper operation.
- Carburetor/Mixer Visually inspect & verify proper operation.
- Day Tank/Fuel Cell Visually inspect for leaks & check for proper operation. Make note of water in fuel cell & level of fuel.

ATS

- Wiring & Contacts Visually inspect.
- Connections Temp. Check temperature of connections with infrared temperature gun.
- Contactor Operation If allowed, perform simulated power failure to test operation of contactor.
- · Timers & Controls Observe all time delays during simulated test.

LEVEL 2 INSPECTION & ENGINE SERVICE - TO BE PERFORMED ANNUALLY

INCLUDES ALL SERVICES IN LEVEL 1 INSPECTION

- Fuel System Fuel filter & fuel/water separator filter replacement. Check for proper seal & operation.
- Lubricating System Replace oil filters. Inspect all gaskets & seals. Remove existing lubricating oil & dispose. Fill with fresh engine oil, Oil sampling analyzed by independent laboratory.
- Generator Lubricate bearings if applicable.

TULSA, OK	LONGVIEW, TX	LITTLE ROCK, AR
OKLAHOMA CITY, OK	SAN ANTONIO, TX	FORT SMITH, AR
DALLAS-FORT WORTH, TX	HOUSTON, TX	KANSAS CITY, MO
AUSTIN, TX	ABILENE, TX	WICHITA, KS

INSPECTIONS

Vendor will provide semi-annual inspections for generators for Jefferson County upon the request of each department. These inspections shall include the following systems:

- 1. General Condition of Generator
 - Check generator area for obstructions
 - Wipe off unit
 - Clean oil, coolant, fuel & acid deposits
 - Check housing for leaks or corrosion
- 2. Starting System & Charging System
 - Visually inspect batteries for damage or leakage
 - Clean batteries with acid neutralizer
 - Clean & tighten all battery cable connections
 - Perform battery load test
 - Inspect battery charger for proper operation, loose terminals and deteriorated wiring
 - Starting motor inspect electrical connections and wiring.
 - Air starter inspect oil jar and feeder operation
 - Inspect alternator for proper operation, loose connections and mounting hardware
 - Check belts, pulley and voltage output
- 3. Engine Cooling System
 - Visually inspect radiator/heat exchanger for leaks, damage and debris
 - Check radiator/heat exchanger louver operation
 - Visually inspect coolant for correct levels and condition of coolant
 - · Check coolant conditioner concentration and temperature protection
 - Check filler cap gasket and sealing surface
 - Visually inspect all hoses for deterioration
 - Check tightness of connections
 - Fan Drive Pulley & Fan check for loose or worn pulleys, lube fan drive bearing
 - Check fan operation and clearance
 - Inspect fan belts for wear and/or deterioration. Check tension and adjust as needed
 - Inspect jacket water heater for proper operation
 - Inspect water pump visually and operationally for leaks and/or unusual noises
- 4. Engine Fuel System
 - Visually inspect fuel tank for leaks, damage and fuel level
 - Test day tank pump for proper operation
 - Inspect fuel condition for contaminants
 - Drain water from fuel tank of water separator
 - Visually inspect fuel lines for leaks and tightness of connections
 - Check line brackets
 - Inspect governor oil level
 - · Inspect controls and linkage for proper operation. Add oil as necessary
 - Inspect fuel filters for damage, leaks and proper operation. Change when necessary
 - Fill Port Info Special fittings, adapters needed, extra hose length, access to tank and other restrictions that may hamper fueling
- 5. Air Induction & Exhaust System
 - Air Filter Service Indicator Note reading. Inspect for proper operation. Reset indicator.
 - Inspect air filter. Clean and/or replace as necessary

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- Air Inlet System Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections
- 6. Lube Oil System
 - · Visually inspect for correct oil level and add when necessary, inspect for leaks
 - Note oil pressure
 - Operational and visual inspection of prelube pump
 - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
- 7. Engine Monitors & Safety Controls (All PM Levels)
 - Check safety controls for loose connections and wiring deterioration
 - Check for proper operation of all safety controls and alarms
 - Remote Annunciator and Alarm Inspect all panels and system alarms for proper functions
- 8. Ignition System (All PM Levels)
 - Check spark plug condition and electrode gap
 - Check spark plug wires for condition and connections for corrosion
 - Check ignition coils condition and connections for corrosion
- 9. Control Panels (All PM Levels)
 - Voltmeter Operational check for correct reading. Check voltage level
 - Frequency Meter Operational check for correct reading
 - Check alarm history
- 10. Generator Rear Bearings & Vibration Isolators
 - Lubricate generator rear bearing if applicable
 - Check vibration isolators for proper adjustment and condition
- 11. Transfer Switch (All PM Levels)
 - Check for leaks/corrosion on cabinets
 - · Verify connections are tight on lugs
 - Check voltage across contacts
 - Lube as necessary
 - Verify exercise program
 - Functional test of unit
 - Verify time delays
 - Check for hot spots

Upon completion of the inspection, the vendor will ensure the generator is put back into stand-by mode.

Vendor will provide an inspection report within 15 days of the inspection to the department requesting the inspection that details the following:

- 1. Record of all findings of the inspections.
- 2. Record of any unsafe conditions.
- 3. Record of any corrective action taken.
- 4. Report recommendations for replacement of minor and major components.

PREVENTATIVE MAINTENANCE

Vendor will provide preventative maintenance for each generator upon the request of each department for Jefferson County as needed to maintain the proper functioning of the generators. This includes, but not limited to oil and filter changes.

Vendor will provide a report of all preventative maintenance performed on the generator to the department requesting the maintenance. Upon completion of preventative maintenance, the vendor will ensure the generator is put back into stand-by mode.

SERVICE CALLS

Vendor will provide service for generators when the generator is not functioning properly upon the request of each department or the Purchasing Department. Vendor will get approval from each department before replacing or ordering any parts for repair. Upon completion of service call, vendor will ensure the generator is put back into stand-by mode. This service will include calls 24 hours a day, 7 days a week. Vendor will also provide service during any man-made or natural disaster/emergency. Service calls in this agreement are made on an "as needed" basis as no repair work shall result from this agreement, other than the initial service call, without a written Notice to Proceed or Purchase Order from the County to the Vendor. A "not to exceed" amount and description of work to be completed will be set in the Notice to Proceed or Purchase Order agreed upon by both parties.

- Non-Emergency Call-Out Verbally respond to requests for non-emergency service to any generator within four (4) hours and be on site to perform repairs within forty-eight (48) hours after being contacted.
- Emergency Call-Out Verbally respond to requests for emergency service to any generator within one

 hour and be on site to perform repairs within three (3) hours after being contacted.

GENERATOR LIST

This is the list of current generators located throughout Jefferson County that will need to be serviced and inspected. Generators may be added or removed upon the discretion of Jefferson County.

Department	Address	Make	Model	Output Rating	Inspection
Sabine Pass	5960 South 1st Street, Sabine Pass, TX 77655	Baldor	IDLC150 -3JU	150 KW	Yes
Courthouse	1149 Pearl St., Beaumont, TX 77701	Baldor	IDLC 2000	2 MEG	Yes
JC Service Center	7789 Vitterbo Rd, Beaumont, TX 77705	Baldor	IDLC 40	40 KW	Yes

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Department	Address	Make		Output Rating	Inspection
Pct. 1	20205 W. Hwy 90, China, TX 77613			200 KW	No
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	TS350T	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFF B	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFE B	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG0605 45ANAX	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	Kohler	150RE0 ZJ01	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJ D	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	Kohler	20ROZJ	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes



PLANNED MAINTENANCE (PM) AGREEMENT

Clifford Power Systems | 22811 Industry Lane | Tomball, TX | 77375

Clifford Power Systems, Inc. ("C accept and pay for parts and se	rvice necessary to perform periodic Pla	Jefferson (Inned Maintenance ("P					igrees to
Customer Address:	1149 Pearl St	City:	Beaumont	State:	Тх	Zip:	77701
Year 1 - \$10,8	893.60						
		BuyBoard #657-2	1				
is proposal will be effective for 30	0 days and will expire on - 5/13/2023						
is agreement will be in accordan	ce to the following terms and conditions	s, for a period of 1	vear. Coverage Date	s 05/01/2023	04/30/2024		
In consideration of the agreer	ments herein contained:						
1. Customer agrees to: Rem schedule above for details.	it Amount of \$10,893.60 for the first ye Customer agrees to make payment upor		e and any additional se	rvices, please refe	er to the payme	ent	
in the Equipment PM Items Customer will receive a cop CPS shall also report any no	all Preventative Maintenance inspections or and Optional Services list. Work is to be per y of CPS maintenance inspection report with oted problems with Equipment and recomm intenance on Equipment including oil and fil	formed during regular h h all applicable areas fille ended courses of correct	ousiness hours 8:00AM d out by the service tech ive action to the Custom	to 5:00PM Monda Inician. her.	y through Frida		
The cost of repairs shall not inspection report. Repairs e	CPS to perform repairs deemed necessate exceed(\$750 recommend estimated to exceed this amount will be refer ill be invoiced separately at CPS prevailing	ded) without customer au red to the Customer for a	thorization, and shall be action and additional aut	documented on horization.	lhe	e required).	
without customer authorizati	CPS to perform a Diesel Fuel Top Off Se on. This service shall be documented on th fuel rates. Service Trucks are capable of p	e inspection report. Cos	t for fuel service will be i				
and does not include failures	or a period of <u>30</u> days from the date of s resulting from improper or unauthorized in ther than CPS, fire, flood, vandalism, theft o	stallation, misuse, neglige	ence, accident, over-loa	ding, over-speedi	ng,		
6. Failures of new parts insta be covered by the manufac	alled by CPS: Failure of any new part/s sturer's warranty of said part/s.	installed by CPS during the	ne course of maintenance	ce service shall			
7. Renewal: This agreement	will automatically renew annually unless can	celled per paragraph 8.					
8. This agreement may be ca	ncelled by either party: With a 60 day wr	itten notification.					
specific to the servicing requ	If Buyer requires Seller to register with an irements of Buyer's account, then Buyer ag registration plus 20% for Seller's administra	rees to reimburse Seller					
	lifford Power System, Inc.'s liability under th ble for any consequential, incidental or exen						

Longview, TX (903) 291-8305



Equipment PM Items and Optional Services

Service Location: Sabine Pass - 5960 S. 1st St - Sabine Pass, Tx 77655		Service Terms:	05/01/2023 04/30/202	24	Location Total:	\$1,822.50
Incl. Baldor 150kW						
2 × 99-Point Inspection & Test						
1 × Engine Service						
Service Location: Courthouse + 1149 Pearl St - Beaumont, Tx 77701		Service Terms:	05/01/2023 04/30/202	24	Location Total:	\$3,979.80
Incl. Baldor 2000kW						
✓ 2 × 99-Point Inspection & Test						
1 × Engine Service						
		Comino Tormer	05/01/2023 04/30/202	04	Location Total:	\$1,634.40
Service Location: JC Service Center - 7789 Vitterbo Rd - Nederland, Tx 77627 Incl. Baldor 40kW		service rerms:	03/01/2023 04/30/202	.4	cocation rotal.	Con Charles and C
✓ 2 × 99-Point Inspection & Test						
1 × Engine Service						
						61 022 50
Service Location: PCT. 1 - 20205 W. Hwy 90 - China, Tx 77613		Service Terms:	05/01/2023 04/30/202	24	Location Total:	\$1,822.50
Incl. TBD 200kW						
2 × 99-Point Inspection & Test						
1 × Engine Service						
Service Location: PCT. 2 - 7759 Viterbo Rd - Nederland, Tx 77627		Service Terms:	05/01/2023 04/30/202	24	Location Total:	\$1,634.40
Incl. Baldor 100kW		and the second second				
✓ 2 × 99-Point Inspection & Test						
✓ 1 × Engine Service						
Clifford Power Systems and Customer have agreed to the above this day	у.					
By: Peter Psarovarkas Date: 4/15/2023	<u>3</u> By:			Date:		
Clifford Power Systems-Representative		Customer-Re	presentative			

Clifford Power Systems-Representative

Longview, TX (903) 291-8305

Kansas City, MO (913) 312-2031



Clifford Power Systems | 22811 Industry Lane | Tomball, TX | 77375

Clifford Power Systems, Inc. ("CPS	Construction of the second	Jefferson (("Custo	omer"), and Cus	stomer a	grees to
accept and pay for parts and servic		anned Maintenance ("P	'M") of ("Equipment").				
Customer Address:	1149 Pearl St	City:	Beaumont	State:	Tx	Zip:	77701
Year 1 - \$8,933.4	0						
		BuyBoard #657-2	1				
s proposal will be effective for 30 da	ays and will expire on - 5/13/2023						
s agreement will be in accordance t	o the following terms and condition	ns, for a period of 1	ear. Coverage Dates	s 05/01/2023	04/30/2024		
In consideration of the agreemer	nts herein contained:						
	nount of\$8,933.40 for the first ye Customer agrees to make payment upo		ce and any additional ser	vices, please refe	r to the payment		
in the Equipment PM Items and Customer will receive a copy of CPS shall also report any noted	Preventative Maintenance inspections of Optional Services list. Work is to be pr CPS maintenance inspection report wi problems with Equipment and recomm nance on Equipment including oil and t	erformed during regular to th all applicable areas filled nended courses of correct	ousiness hours 8:00AM to d out by the service technive action to the Custome	o 5:00PM Monday nician. er.	y through Friday.	ibed	
The cost of repairs shall not exco inspection report. Repairs estim	PS to perform repairs deemed necess eed (\$750 recommer lated to exceed this amount will be refe involced separately at CPS prevailing	nded) without customer au erred to the Customer for a	thorization, and shall be action and additional auth	documented on the	he	quired).	
without customer authorization.	CPS to perform a Diesel Fuel Top Off S This service shall be documented on t rates. Service Trucks are capable of p	he inspection report. Cos	for fuel service will be in				
and does not include failures res	period of <u>30</u> days from the date o sulting from improper or unauthorized in than CPS, fire, flood, vandalism, theft	nstallation, misuse, neglige	ence, accident, over-load	ling, over-speedin	g,		
 Failures of new parts installed be covered by the manufacturer 		installed by CPS during the	e course of maintenance	e service shall			
7. Renewal: This agreement will a	utomatically renew annually unless ca	ncelled per paragraph 8.					
8. This agreement may be cancel	lled by either party: With a <u>60</u> day w	ritten notification.					
specific to the servicing requirem	Buyer requires Seller to register with a rents of Buyer's account, then Buyer a stration plus 20% for Seller's administra	grees to reimburse Seller a					
10. Limitation of Liability: Cliffor In no event shall CPS be liable for	d Power System, Inc.'s liability under th	a arreament if any shall		t amount of this	amont		

Longview, TX (903) 291-8305

Kansas City, MO (913) 312-2031



Equipment PM Items and Optional Services

Service Location: PCT 3 - 5700 Jade Ave - Port Arthur, Tx 77640	Service Terms:	05/01/2023 04/30/2024	Location Total:	\$1,634.40
ici. Baldor 60kW				
2 × 99-Point Inspection & Test				
1 × Engine Service				
			Location Total:	\$1,822.50
Service Location: PCT 4 - 7780 Boyt Rd - Beaumont, Tx 77713	Service Terms:	05/01/2023 04/30/2024	Location Total:	J1,022.30
ci. Baldor 150kW				
2 × 99-Point Inspection & Test 1 × Engine Service				
	Famileo Torme	05/01/2023 04/30/2024	Location Total:	\$2,207.70
Service Location: Health & Welfare/Annex 1 - 1295 Pearl St - Beaumont, Tx 77701	service terms:	03/01/2023 - 04/30/2024	Location (otal)	
✓ 2 × 99-Point Inspection & Test ✓ 1 × Engine Service				
		05/04/2022 04/20/2024	Location Total:	\$1,634.40
Service Location: Mosquito Control - 8905 First St - Beaumont, Tx 77701	Service Terms:	05/01/2023 04/30/2024	Location Total.	44/00 11/2
cl. Baldor 80kW				
✓ 1 × Engine Service				
Service Location: Narcotics/Sheriff Hanger - 4640 Hanger Dr - Beaumont, Tx 77705	Service Terms:	05/01/2023 04/30/2024	Location Total:	\$1,634.40
nct. Baldor 100kW				
2 × 99-Point Inspection & Test				
1 × Engine Service				
Clifford Power Systems and Customer have agreed to the above this day.				
By: Peter Psarovarkas Date: 4/15/2023 By:		Date:		
By: <u>J'eter J'sarouarkas</u> Date: <u>4/15/2023</u> By: Clifford Power Systems-Representative	Customer-Re	the second se		

Kansas City, MO (913) 312-2031



Clifford Power Systems | 22811 Industry Lane | Tomball, TX | 77375

	S") agrees to provide	Jefferson C		("Custo	omer"), and	Customer a	igrees to
	ice necessary to perform periodic F	lanned Maintenance ("Pl	M") of ("Equipment").				
Customer Address:	1149 Pearl St	City:	Beaumont	State:	Tx	Zip:	77701
Year 1 - \$9,526	.50						
		BuyBoard #657-2	1				
his proposal will be effective for 30 (days and will expire on - 5/13/2023						
					la l		
his agreement will be in accordance	to the following terms and conditio	ns, for a period of 1 y	ear. Coverage Date	s 01/01/2023	12/31/2023		
In consideration of the agreeme	ents herein contained:						
	Amount of\$9,526.50 for the first Customer agrees to make payment up		e and any additional ser	vices, please refe	r to the paym	ent	
in the Equipment PM Items an Customer will receive a copy of CPS shall also report any note	Preventative Maintenance inspections ad Optional Services list. Work is to be p of CPS maintenance inspection report w ad problems with Equipment and recom tenance on Equipment including oil and	performed during regular b with all applicable areas filled mended courses of correction	usiness hours 8:00AM t out by the service tech ve action to the Custom	o 5:00PM Monda nician. er.	y through Frid	ay.	
The cost of repairs shall not ex inspection report. Repairs est	CPS to perform repairs deemed neces kceed (\$750 recomme imated to exceed this amount will be rel be invoiced separately at CPS prevailing	nded) without customer aut ferred to the Customer for a	horization, and shall be ction and additional auth	documented on t norization.	he	e required).	
without customer authorization	CPS to perform a Diesel Fuel Top Off . This service shall be documented on el rates. Service Trucks are capable of	the inspection report. Cost	for fuel service will be in	a production of the second second			
and does not include failures n	a period of <u>30</u> days from the date esulting from improper or unauthorized er than CPS, fire, flood, vandalism, thef	installation, misuse, neglige	nce, accident, over-load	ling, over-speedin	g,		
6. Failures of new parts installe be covered by the manufacture	ed by CPS: Failure of any new part/ rer's warranty of said part/s.	s installed by CPS during th	e course of maintenanc	e service shall			
7. Renewal: This agreement wil	l automatically renew annually unless ca	ancelled per paragraph 8.					
B. This agreement may be cand	celled by either party: With a 60 day	written notification.					
specific to the servicing require	If Buyer requires Seller to register with a ments of Buyer's account, then Buyer a gistration plus 20% for Seller's administ	agrees to reimburse Seller a					
				ct amount of this :			

Mansfield, TX (817) 640-5544

Garland, TX 4 (817) 640-5544 Longview, TX (903) 291-8305 Austin, TX (512) 477-6937 Kansas City, MO (913) 312-2031



Equipment PM Items and Optional Services

Service Location: Port Arthur Courthouse - 709 Lakeshore Dr - Port Arthur, Tx 77640	Service Terms:	01/01/2023 - 12/31/202	23 Location Total:	\$1,954.80
Incl. Baldor 250kW				
2 × 99-Point Inspection & Test				
√ 1 × Engine Service				
Service Location: Correctional Facility - 5030 Hwy 69 S - Beaumont, Tx 77701	Service Terms:	01/01/2023 12/31/202	23 Location Total:	\$2,207.70
Incl. Onan 500kW				
$\sqrt{2 \times 99-Point Inspection \& Test}$				
1 × Engine Service				
Service Location: Correctional Facility - 5030 Hwy 69 S - Beaumont, Tx 77701	Service Terms:	01/01/2023 12/31/202	23 Location Total:	\$2,207.70
Incl. Onan 400kW				
✓ 2 × 99-Point Inspection & Test				
1 × Engine Service				
Service Location: Radio Tower Hwy 73 - 118235 Hwy 73 - Beaumont, Tx 77705	Service Terms:	01/01/2023 - 12/31/202	23 Location Total:	\$1,634.40
Incl. Generac 60kW				
2 × 99-Point Inspection & Test				
1 × Engine Service				
Service Location: Radio Tower Hwy 90 - 1991 N. Meeker Rd - Beaumont, Tx 77713	Service Terms:	01/01/2023 12/31/20	23 Location Total:	\$1,521.90
Incl. Kohler 20kW				
2 × 99-Point Inspection & Test				
1 × Engine Service				
Clifford Power Systems and Customer have agreed to the above this day.				
By Peter Tsarovarkas Date: 4/13/2023 B	y:		Date:	
Clifford Power Systems-Representative	Customer-Re	presentative		

Clifford Power Systems-Representative

Longview, TX (903) 291-8305



Clifford Power Systems | 22811 Industry Lane | Tomball, TX | 77375

Customer Address:	1149 Pearl St	City:	Beaumont	State:	Tx	Zip:	77701
Year 1 - \$7,9	64.10						
		BuyBoard #657-2	21				
is proposal will be effective for 3	0 days and will expire on - 5/13/20	23					
is agreement will be in accordan	ce to the following terms and cond	litions, for a period of 1	year. Coverage Date	s 01/01/2023	12/31/2023		
In consideration of the agree	ments herein contained:						
	it Amount of		ce and any additional se	rvices, please refe	r to the payme	ent	
in the Equipment PM Items Customer will receive a cop CPS shall also report any no	all Preventative Maintenance inspection and Optional Services list. Work is to the y of CPS maintenance inspection report of the problems with Equipment and rec- untenance on Equipment including oil a	be performed during regular ort with all applicable areas fille commended courses of correct	business hours 8:00AM t d out by the service tech tive action to the Custom	o 5:00PM Monday nician. er.	/ through Frid	ay.	
The cost of repairs shall not	CPS to perform repairs deemed nerected (\$750 recomposition of the strength of	nmended) without customer at	uthorization, and shall be	documented on th			
	ill be invoiced separately at CPS preva				onal trips are	e required).	
Cost for additional repairs w 4. Customer also authorizes without customer authorizat		ailing labor rates plus parts cos Off Service for an amount not I on the inspection report. Cos	its and prevailing mileaget to exceed	ge rates (if additi _(\$700 recomme nvoiced separately	nded)	e required).	
 Cost for additional repairs w 4. Customer also authorizes without customer authorizati at CPS prevailing labor and 5. CPS warrants its work: For and does not include failures 	ill be invoiced separately at CPS preve CPS to perform a Diesel Fuel Top (on. This service shall be documented	ailing labor rates plus parts cos Off Service for an amount not I on the inspection report. Cos a of providing up to 100 gallons ate of service. This warranty is zed installation, misuse, neglig.	ts and prevailing mileaged to exceed the fuel service will be in s, if approved pricing cov limited to failure as a resence, accident, over-load	ge rates (if additi _(\$700 recomme twoiced separately rers costs. sult of workmansh ding, over-speedin	nded) / ip g,	e required).	
 Cost for additional repairs w 4. Customer also authorizes without customer authorizati at CPS prevailing labor and 5. CPS warrants its work: For and does not include failures repairs made by someone o 6. Failures of new parts insta 	ill be invoiced separately at CPS preva CPS to perform a Diesel Fuel Top (ion. This service shall be documented fuel rates. Service Trucks are capable or a period of <u>30</u> days from the day s resulting from improper or unauthoriz ther than CPS, fire, flood, vandalism, t	ailing labor rates plus parts cos Off Service for an amount not I on the inspection report. Cos a of providing up to 100 gallons ate of service. This warranty is zed installation, misuse, neglig.	to exceed	ge rates (if additi _(\$700 recomme twoiced separately rers costs. sult of workmansh ding, over-speedin under agreement	nded) / ip g,	? required).	
 Cost for additional repairs w 4. Customer also authorizes without customer authorizati at CPS prevailing labor and 5. CPS warrants its work: For and does not include failures repairs made by someone o 6. Failures of new parts insta- be covered by the manufaction 	ill be invoiced separately at CPS preva CPS to perform a Diesel Fuel Top (ion. This service shall be documented fuel rates. Service Trucks are capable or a period of <u>30</u> days from the day a resulting from improper or unauthoriz ther than CPS, fire, flood, vandalism, t silled by CPS: Failure of any new p	ailing labor rates plus parts cos Off Service for an amount not I on the inspection report. Cos a of providing up to 100 gallons ate of service. This warranty is zed installation, misuse, neglig theft or any other acts beyond eart/s installed by CPS during th	to exceed	ge rates (if additi _(\$700 recomme twoiced separately rers costs. sult of workmansh ding, over-speedin under agreement	nded) / ip g,	a required).	
 Cost for additional repairs w 4. Customer also authorizes without customer authorizati at CPS prevailing labor and 5. CPS warrants its work: For and does not include failures repairs made by someone of 6. Failures of new parts instate be covered by the manufact 7. Renewal: This agreement of 	ill be invoiced separately at CPS preva CPS to perform a Diesel Fuel Top (ion. This service shall be documented fuel rates. Service Trucks are capable or a period of <u>30</u> days from the da s resulting from improper or unauthoriz ther than CPS, fire, flood, vandalism, t silled by CPS: Failure of any new p turer's warranty of said part/s.	ailing labor rates plus parts cos Off Service for an amount not I on the inspection report. Cos a of providing up to 100 gallons ate of service. This warranty is zed installation, misuse, neglig theft or any other acts beyond earl/s installed by CPS during the as cancelled per paragraph 8.	to exceed	ge rates (if additi _(\$700 recomme twoiced separately rers costs. sult of workmansh ding, over-speedin under agreement	nded) / ip g,	a required).	
 Cost for additional repairs w Customer also authorizes without customer authorizati at CPS prevailing labor and CPS warrants its work: For and does not include failures repairs made by someone o Failures of new parts insta be covered by the manufact Renewal: This agreement w This agreement may be can Registration/Training Fees specific to the servicing required 	ill be invoiced separately at CPS preva CPS to perform a Diesel Fuel Top (ion. This service shall be documented fuel rates. Service Trucks are capable or a period of <u>30</u> days from the day is resulting from improper or unauthoriz ther than CPS, fire, flood, vandalism, t silled by CPS: Failure of any new p turer's warranty of said part/s. will automatically renew annually unles	ailing labor rates plus parts cos Off Service for an amount not I on the inspection report. Cos a of providing up to 100 gallons ate of service. This warranty is zed installation, misuse, neglig theft or any other acts beyond wart/s installed by CPS during the as cancelled per paragraph 8. ay written notification. ith an entity, or incur additiona ver agrees to reimburse Seller	to exceed	ge rates (if additi _(\$700 recomme twoiced separately rers costs. sult of workmansh fing, over-speedin o under agreement e service shall or training	nded) / ip g,	a required).	

Tulsa, OK (918) 836-0066 Austin, TX (512) 477-6937



Equipment PM Items and Optional Services

Service Location: Airport - 5000 Jerry Ware Dr - Beaumont, Tx 77705	Service Terms:	01/01/2023 - 12/31/20	23 Location Total:	\$2,025.00
Incl. Kohler 155kW				
√ 2 × 99-Point Inspection & Test				
√ 1 × Engine Service				
				\$1,634.40
Service Location: Airport - 5000 Jerry Ware Dr - Beaumont, Tx 77705	Service Terms:	01/01/2023 12/31/20	23 Location Total:	\$1,054.40
Incl. Kohler 100kW				
✓ 2 × 99-Point Inspection & Test				
1 × Engine Service				
			23 Location Total:	\$1,551.60
Service Location: Airport - 5000 Jerry Ware Dr - Beaumont, Tx 77705	Service Terms:	01/01/2023 12/31/20	23 Location Total:	\$1,551.00
Incl. Kohler 25kW				
2 × 99-Point Inspection & Test				
1 × Engine Service				
		01/01/2023 12/31/20	23 Location Total:	\$2,753.10
Service Location: Airport - 5000 Jerry Ware Dr - Beaumont, Tx 77705	Service Terms:	01/01/2025 12/51/20	23 Location rotal.	
Incl. Generac 600kW				
✓ 2 × 99-Point Inspection & Test				
✓ 1 × Engine Service				
Clifford Power Systems and Customer have agreed to the above this day.				
By Peter Psarovarkas Date: 4/13/2023 By			Date:	
	Customer-Re			

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): ____, ____, ____, ____, _____,

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name	
22811 Industry Ln Address	PETER PSAROVARKA), Scruce Scler Rp Name & Title
Tomball Tx 77375 City State Zip	5322741924 Phone Fax
Signature of Person Authorized to Sign	PPSarovarkas Eclifterdpower. Email
PETER PSAKOVALLA) Printed Name	
SOLVICE SALES REF	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street OFFICE MAIN: (409) 835-8593 1st Floor, Beaumont, TX 77701 FAX: (409) 835-8456

Addendum to IFB

IFB NUMBER:	IFB 23-024/MR
IFB TITLE:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County
IFB DUE BY:	11:00 am CT, Wednesday, April 26, 2023
ADDENDUM NO.:	1
ISSUED (DATE):	April 12, 2023

To Bidder: This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission. If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions

The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by Date:

Authorized Signature (Respondent)

Service Sales Rep Title of Person Signing Above

PETER PSARUVARKA) Typed Name of Business or Individual

Il Industry Ln, Tomball, TA 27375

(IFB 23-024/MR), Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County-ADDENDUM NO. 1



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1. Question: Should the Awarded contractor use EGSA tested Generator technicians and Helpers (https://egsa.org/)

Answer: The contractor may use any generator technician and helper testing of their preference.

2. Question: Is the County interested in Firm pricing, by site, for the inspections for the Generators listed.

Answer: The County has requested hourly rates. If the contractor wants to include firm inspection pricing per location, the pricing will need to be listed as an additional cost on the Cost Proposal Form.

3. Question: Is the County interested in Firm pricing, by site for a preventative Maintenance for the Generators listed.

Answer: The County has requested hourly rates. If the contractor wants to include firm preventative maintenance pricing per location, the pricing will need to be listed as an additional cost on the Cost Proposal Form.

4. Question: Can the Vendor use one Generator Technician for an inspection, or is it the intent of the county that the contractor have the Generator technician, with a generator Helper, accompanying the Technician, perform an inspection

Answer: Yes, one Generator Technician can be used for inspections and service.

5. Question: IS an Electrical Contractors License needed

Answer: No.

The Offer is hereby accepted for the following items: Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-024/MR, Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick Jefferson County Judge Date

ATTEST:

Roxanne Acosta Hellberg Jefferson County Clerk

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

BID FORM

Item	Description	Labor Charge Per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	S 10 /hour
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$/hour
3	Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all M day Saturday & Sunday)	\$225 /hour t
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$/hour
5	Generator Technician for services on Holidays	\$ 343 /hour +
6	Helper accompanying Generator Technician for services on Holidays	\$/hour v
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$_170 /hour
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$/hour
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$_343 /hour.+
10	Helper accompanying Generator Technician for emergency disaster relief service after- hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$/hour
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$ <u>340</u> /hour4
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	\$/hour
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	<u>~~</u> %
14	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

REFERENCE ONE als of America er Government/Company Name: Hos Decia Address: ascolence Contact Person and Title: Mai 8 Phone: Fax: @ 55 Contract Period: houst Email Address: ohn 2 2 to Scope of Work: Ine **REFERENCE TWO** Cascades Government/Company Name: or 0000 Address: VR ort Main Contact Person and Title: Phone: Fax: QCascade Contract Period: Email Address: mainten -21 to Scope of Work: 5 **REFERENCE THREE** Government/Company Name: 12al or Address: 100 0 0 1833 Dren Hllard MY11 Contact Person and Title: Le Meint 26 51 Phone: Fax: chre. Contract Period: ay-4 Email Address: Ori m Scope of Work: Da 50 5

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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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.

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name) Signatu Print Name Tomball 800 23 **Telephone Number** Fax Number E-Inail Address power. um

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 380

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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 PSAROVARKAT Service Seles Rup Name and Title of Contractor's Authorized Official (Please Print) Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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CONFLICT OF INTEREST QUESTIONNAIRE

This	questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONL
This by a	questionnaire is being filed in accordance with Chapter 176, Local Government Code, vendor who has a business relationship as defined by Section 176.001(1-a) with a local rnmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
enti	w this questionnaire must be filed with the records administrator of the local governmental y not later than the 7th business day after the date the vendor becomes aware of facts require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
	ndor commits an offense if the vendor knowingly violates Section 176.006, Local ernment Code. An offense under this section is a misdemeanor.	
1 N	ame of vendor who has a business relationship with local governmental entity.	
21	Check this box if you are filing an update to a previously filed questionnaire.	
	(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	
) N	ame of local government officer about whom the information in this section is being discl \mathcal{N}/\mathcal{A}	osed.
	Name of Officer	
1 1 3	This section (item 3 including subparts A, B, C, & D) must be completed for each officer w imployment or other business relationship as defined by Section 176.001(1-a), Local Govern lages to this Form CIQ as necessary.	ith whom the vendor ha ment Code Attach addit
	$\lambda_{\rm c}$ is the local government officer named in this section receiving or likely to receive taxable in norme, from the vendor?	ncome, other than invest
	Yes No	
	3. Is the vendor receiving or likely to receive taxable income, other than investment income, from overnment officer named in this section AND the taxable income is not received from the loc	
2	Yés No	
	Is the filer of this questionnaire employed by a corporation or other business entity wi overnment officer serves as an officer or director, or holds an ownership interest of one percent.	
	Yes No	
	D. Describe each employment or business and family relationship with the local government	officer named in this se
4	0	_
	Signature at ventor doing business with the governmental entity	13/2-3 Date

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	IMENT OFFICER CLOSURE STATEMENT	FORM CIS
This questionnaire reflects cha	nges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This is the notice to the app government officer has become in accordance with Chapter 1	propriate local governmental entity that the following local me aware of facts that require the officer to file this statement 76, Local Government Code.	Date Received
1 Name of Local Governmen	nt Officer	
2 Office Held		
Name of vendor described	t by Sections 176.001(7) and 176.003(a), Local Government	Code
Description of the nature :	and extent of employment or other business relationship w	ith vendor named in item 3
5 List gifts accepted by the from vendor named in iter	local government officer and any family member, if aggreg n 3 exceeds \$100 during the 12-month period described by	are value of the gins accepte
	Description of Gift	
Date Gift Accepted		
Date Gift Accepted	Description of Gift	
Date Gift Accepted	Description of Gift	
Date Gift Accepted	Description of Gift Description of Gift Description of Gift	is true and correct. I acknowledge ined by Section 176,001(2), Local acknowledge that this statement
Date Gift Accepted Date Gift Accepted Date Gift Accepted	Description of Gift Description of Gift Description of Gift (attach additional forms as necessary)	is true and correct. I acknowledge ined by Section 176,001(2), Local acknowledge that this statement
Date Gift Accepted Date Gift Accepted Date Gift Accepted	Description of GiftDescription of Gift	is true and correct. I acknowledge ned by Section 176,001(2), Local r acknowledge that this statement a)(2)(B), Local Government Code.
Date Gift Accepted Date Gift Accepted Date Gift Accepted AFFIDAVIT AFFIX NOTABY STAMP = SE Swom to and subscribed before	Description of Gift Description of Gift Description of Gift (attach additional forms as necessary)	is true and correct. I acknowledge ned by Section 176,001(2), Local r acknowledge that this statement a)(2)(B), Local Government Code.

THIS FORM IS FOR OFFICE USE ONLY

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

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	树树。	 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	NHNO	2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
□ Yes	NH No	3. Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
🗆 Yes	Mino	4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
🗆 Yes	NH Ro	 Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
🗆 Yes	W No	 If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

SARVARKAI

Printed Name of Authorized Representative

SERVICE Title

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.



(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

ach HUB Subcontractor/Subconsultant with p		g performance	on the contra	nowever, the infor act. Please submi ons of your contra	t one form fo
Contractor Name:				HUB: 🗌 Yes [No
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (with	area code):		
Project Title & No.:					
Prime Contract Amount: \$	_				
HUB Subcontractor Name:	N	1			
HUB Status (Gender & Ethnicity):	XI				
ertifying Agency: 🛛 Tx. Bldg & Procurement	opmm, 🗋 🗆 Jeffe	erson County [] Tx Unified Cer	rtification Prog.	
Address:	1.		_		_
Address:Street	City	State	Zip		
	City	State	Zip area code):		
Street	City	State Fax (with	area code):	ontract:	%
Street D		State Fax (with Percen	area code): tage of Prime C		%
Street Phone (with area code):	l:	State Fax (with Percen	area code): tage of Prime C	ontract:	%
Street Phone (with area code): Proposed Subcontract Amount: \$ Description of Subcontract Work to be Performed	l: Signat	State Fax (with Percen	area code): tage of Prime C	ontract:	%

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	consultants in the fulfillment of this contract (if awarde
Yes No	
Prime Contractor:	HUB: Yes No
HUB Status (Gender & Ethnicity):	
Address:	
Street City	State Zip
Phone (with area code):	Fax (with area code):
Project Title & No.:	IFB/RFP No.:
Total Contract: \$	Total HUB Subcontract(s): \$
Construction HUB Goals: 12.8% MBE::	% 12.6% WBE: %
a francé de la constance de la	
OR HUB OFFICE USE ONLY:	
Verification date HUB Program Office reviewed and verified HUB	Sub information Date: Initials:
ART I. HUB SUBCONTRACTOR DISCLOSURE	
HUB Subcontractor Name: HUB Status (Gender & Ethnicity):	nm.
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	nm. Texas Unified Certification Prog.
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	nm. Texas Unified Certification Prog.
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	nm. Texas Unified Certification Prog.
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	nm. Texas Unified Certification Prog.
HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	nm. Texas Unified Certification Prog. State Zip Title:
HUB Status (Gender & Ethnicity): Certifying Agency: Address: Street Contact person: Phone (with area code):	nm. Texas Unified Certification Prog. State Zip Title: Fax (with area code):

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2	OF4
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	HU	B Subcontra	ctor Disclos	ure	
ART I: Continuati	on Sheet (Duplicate as	Needed)			
HUB Subcontractor Na	ame:				
HUB Status (Gender &	Ethnicity):				
Certifying Agency:	Tx. Bldg & Procurement	t Comm. 🗌 Jef	ferson County	Tx Unified Certification Pro	g.
Address:					
	Street	City	State	Zip	
Contact person:			Title:		
Phone (with area code	e):		Fax (with	area code):	
Proposed Subcontract	Amount: \$	1	Percer	ntage of Prime Contract:	%
	(A)				
HUB Status (Gender & ertifying Agency:	Ethnicity):	1.		Tx Unified Certification Prog	
HUB Status (Gender & ertifying Agency: Address:	Ethnicity):	1.			
HUB Status (Gender & ertifying Agency: Address:	Ethnicity):	City	ferson County	Tx Unified Certification Pro	g.
HUB Status (Gender & ertifying Agency: Address: Contact person:	Ethnicity):	City	ferson County State 	Tx Unified Certification Prog Zip	g.
Address:	Ethnicity):	Comm. Defi	ferson County State Title: Fax (with	Tx Unified Certification Prog	g.
HUB Status (Gender & ertifying Agency: Address: Contact person: Phone (with area code Proposed Subcontract	Ethnicity):	Comm. Defi	ferson County State Title: Fax (with	Tx Unified Certification Prog Zip	g.
HUB Status (Gender & ertifying Agency: Address: Contact person: Phone (with area code Proposed Subcontract	Ethnicity):	Comm. Defi	ferson County State Title: Fax (with	Tx Unified Certification Prog Zip	g.
HUB Status (Gender & ertifying Agency: Address: Contact person: Phone (with area code Proposed Subcontract	Ethnicity):	Comm. Defi	ferson County State Title: Fax (with	Tx Unified Certification Prog Zip	g.
HUB Status (Gender & ertifying Agency: Address: Contact person: Phone (with area code Proposed Subcontract	Ethnicity):	City	ferson County State Title: Fax (with Percen tion may be v	Tx Unified Certification Prog Zip area code): atage of Prime Contract: erified with the	g.
HUB Status (Gender & Certifying Agency: Address: Contact person: Phone (with area code Proposed Subcontract Description of Subcont	Ethnicity):	City	ferson County State Title: Fax (with Percen tion may be v	Tx Unified Certification Prog Zip area code): atage of Prime Contract: erified with the	g.
HUB Status (Gender & Certifying Agency: Address: Contact person: Phone (with area code Proposed Subcontract Description of Subcont	Ethnicity):	City	ferson County State Title: Fax (with Percen tion may be v	Tx Unified Certification Prog Zip area code): atage of Prime Contract: erified with the	<u>3</u> .

Yes

No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING 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.

neuse complete dood ruith Ejjort (di Ej eneukist und uttach uny supporting documental

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?

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

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:	. 10	
Street City	State Zip	
Contact person:	Title:	
Phone (with area code):	Fax (with area code):	
Proposed Subcontract Amount: \$	Percentage of Prime Contract:	%
Description of Subcontract Work to be Performed:		
REQUIRED FORM		
Bidder: Please complete this form		
and include with bid submission.		

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE	4 OF 4	
City	State Zip	
	Title:	
1	A. Alartic Store 2.	
1h		
prmed:		
77.		
City	State Zip	
	Title:	
	Fax (with area code):	
	Percentage of Prime Contract:	%
		70
	City	Title: Fax (with area code): Percentage of Prime Contract: primed: City State Zip Title:

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):	PETER PSAROVARKA)	
Title:	SERVICE SALES REP	
Signature:	- jengeth	
Date:	4/13/23	
E-mail address:	ppsarovarkas @ clifforp	power, con
Contact person that will	be in charge of invoicing for this project:	
Name (print or type):	Brandi Rasco	
Title:	Branch Operations Mgr	REQUIRED FORM
Date:	4/13/23	Bidder: Please complete this form
E-mail address:	brasco@clifterdpower.o.	and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Cliffort Rower Systems lice Government Code \$2252.001.

I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is ______ (city and state).

Taxpayer Identificat	·····	73-1245836	
Company Name submitting bid/proposal:		Clifford Power Systems,	
Mailing address:	22811 Ind	ustry Cn. Tombell TA 7783	
If you are an individu	ual, list the names and address	ses 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**
Ν	1A-

* This is the property amount identification number assigned by the Jefferson County Appraisal District.

** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 390

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HOUSE BILL 89 VERIFICATION

name) - ((Ftok)) Power Sustallas	ompany or business (heretofore
referred to as company) being an adult over the age of eighteen (18) years of age, after undersigned notary, do hereby depose and verify under oath that the company na provisions of Subtitle F, Title 10, Government Code Chapter 2270:	hates del.
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:	

 "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 18 day of APRIL, 2023, personally appeared

<u>PETER</u> <u>PSAROVARKAS</u>, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct

Notary Seal

1.04	JANNA MICHELLE FLORY
No	tary Public, State of Oklahoma
	Commission # 23004611
My	Commission Expires 04-03-2027

the above is true and correct.	
Notary Signature	
04/18/23	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Clifford Power Systems, Inc Company Name

23-624/MR IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

BEFORE ME, the undersigned authority, a Notary Public in and for the State of $\underline{\mathcal{T}}$

on this day personally appeared PETER PSA-RovAREA) who (name)

after being by me duly sworn, did depose and say:

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder:	ro Power Syste	my Inc) ⁽⁴⁾
22811 Industry Ln	tomball the	17375	
Fax:	Telephone# 500 32	10066	
by: PETER PSAROVARKA	5 Title: SEP-VICE =	SALES REP	
(print name) Signature:			
SUBSCRIBED AND SWORN to before me by the	e above-named		
PETER PSAROVA	IRKIAS	on	
this the 18 day of APRIL	, 20 <u>23</u> .		
REQUIRED FORM Bidder: Please complete this form	Notary Public in and for the State of OK	JANNA MICH Notary Public, St Commission My Commission Es	tate of Oklahoma # 23004611
and include with bid submission.		hard a second se	

(IFB 23-024/MR) Re-Bld Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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The Power of Dependability®

For over 30 years, Clifford Power Systems, Inc.[®] is focused on assuring you have continuous power when and where you need it.

WHAT WE PROVIDE

Service: Clifford Power Systems technicians specialize in servicing all makes and models of power generation equipment. We provide planned maintenance programs and comprehensive repair services designed to extend the life of your generator and maximize reliability.

Equipment Sales: As an authorized dealer for GENERAC® and Siemens Gas Engines®, we provide a wide range of reliable power solutions. Our product offerings include: automatic standby generator systems, mobile power products, cogeneration, waste-to-energy, demand response systems, automatic transfer switches and power equipment accessories.

Rental: Clifford Power's extensive fleet of rental generators is well maintained, and we cover a broad range of towable power solutions from 6kW to your maximum power requirement. With a full complement of power distribution and accessories, our power rental experts can help design the right solution for any event.

Parts: We maintain \$1.5 million in power equipment parts inventory, including OEM and universal parts for most makes and models. Our professional parts staff has the experience to deliver the right part for your system.

THE CLIFFORD ADVANTAGE

Customer Focus. Clifford Power is committed to providing service above and beyond your expectations and delivering as promised. This is our Mission.

Local. Clifford Power employees are members of your community. We have a personal investment in your total satisfaction, and because we are local, we respond quickly whenever you need us.

Power Experts. Power generation is not a sideline business for us — it is our core focus. Our seasoned professionals have a deep level of expertise in generators, possess multiple certifications, and are committed to ongoing professional development.

Available 24/7/365. Power emergencies can't wait until the next business day. Clifford Power is available for you 24 hours a day, 7 days a week, 365 days a year at 1-800-324-0066.

Reliable. Clifford Power is the largest independent generator company in the U.S. We have been in business for over 30 years and you can rest assured we will be here when you need us.

Extensive Resources. With a large footprint covering the South Central U.S., we have the advantage of drawing upon our company-wide service resources to support area specific events and emergency needs.

TULSA, OK LONGVIEW, TX OKLAHOMA CITY, OK SAN ANTONIO, TX FORT SMITH, AR

DFW-MANSFIELD, TX HOUSTON, TX KANSAS CITY, MO DFW-GARLAND, TX AUSTIN, TX ABILENE, TX LITTLE ROCK, AR WICHITA, KS



POWER

GENERATOR EQUIPMENT SERVICE RENTAL

The Power of Dependability[®]

THE CLIFFORD ADVANTAGE

@ **Customer Focus**

delivering as promised. This is our Mission. Clifford Power is committed to providing service above and beyond your expectations and

3 Available 24/7/365

Power emergencies can't wait until the next business day. Clifford Power is available for you 24 hours a day, 7 days a week, 365 days a year.

G Power Experts

professional development. in generators and are committed to ongoing professionals have a deep level of expertise for us - it is our core focus. Our seasoned Power generation is not a sideline business

0 Reliable

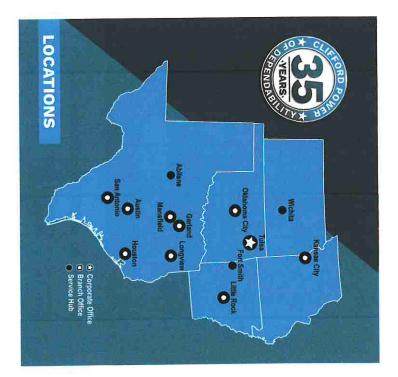
in business for over 35 years and you can rest Clifford Power is the largest independent generator company in the U.S. We have been assured we will be here when you need us.

Extensive Resources

-With a large footprint covering the south-central our company wide resources to support area U.S., we have the advantage of drawing upon specific events and emergency needs.

Local

Clifford Power employees are members of your your total satisfaction, and because we are local, community. We have a personal investment in we respond quickly whenever you need us.



OUR PEOPLE MAKE THE DIFFERENCE



continue to promote a culture that empowers our of creating a great place to work. Decades later, we Ken and Tom Clifford built Clifford Power with a goa



people to deliver an exceptional customer experience







Board"



cliffordpower.com • 1-800-324-0066 EQUIPMENT · SERVICE · RENTAL · PARTS GENERATOR



ЕОЛРМЕИТ



DEPENDABLE GENERATOR SOLUTIONS

- Generators for any power need including standby, mobile or prime
 - Solely focused on power generation
- Trusted partner within the electrical contractor and engineering community

EXPERIENCED PROJECT SUPPORT

Sizing and design	Equipment options	Code compliance	Installation	Post-sale support
>	>	>	>	>

PARTNERS IN POWER PROTECTION

- Service and Parts for all generator makes and models
- Largest technician team in the region
 - Dedicated technical support
- EGSA certified technicians

EXPERIENCED SERVICE CONSULTANTS

MOBILE POWER EXPERTS

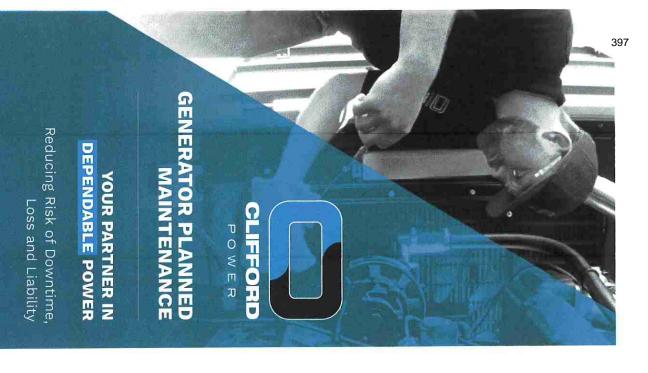
63

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RENTAL

- Dedicated power professionals
- One of the largest rental fleets in the region
 Capable of supporting mobile power
 - projects of all sizes
 - Proficient at emergency response

EXPERIENCED PROJECT SUPPORT



YOUR POWER IS OUR PRIORITY

plans to meet your specific generator system needs, and standby generator. We offer customized maintenance our service team is available 24/7/365. Proactive maintenance is the key to reliability for your

- We make it easy to do business with a smooth, hassle-free service experience from start to finish.
- < We provide the most comprehensive inspection generator system. 99-point inspection covering the entire standby in the business. Our technicians conduct a
- < We keep you protected by identifying issues before they become costly problems.
- < We leave your equipment cleaner than we found it.
- ✓ We offer a completely paperless process to keep reporting information accurate and prompt.

TRUE GENERATOR TECHNICIANS

and models, and our technicians are certified through the Electrical (EGSA), the only nationally recognized Generating Systems Association We service all generator makes power generation association.



WE KEEP YOU COMPLIANT

while keeping your equipment safe national and local standards, we help With over 35 years of expertise on you avoid code compliancy issues

and operational.





WILL YOUR GENERATOR PERFORM DURING AN EXTENDED OUTAGE?

or not your system is capable of operating at capacity during an extended power outage. generator. It's the best method of confirming whether Load bank testing verifies 100% performance of your And what are the consequences if it fails?

- Beneficial for both gas and diesel generators
- Confirms cooling system operation
- Exposes hidden performance issues
- Eliminates wet-stacking and carbon build-up



WE CAN PROTECT YOUR DIESEL FUEL

Filling a diesel generator tank is a costly investment. causing fuel degradation, which can lead to equipment Standby generator fuel is stored for long periods of time. failure. We offer solutions to protect your investment.

 Diesel fuel treatment Diesel fuel polishing

 Diesel fuel testing Diesel fuel top-off

ELECTRICAL SYSTEM RELIABILITY

system integrity for critical generator applications. We offer in-depth services to maintain the electrical

- Dead buss ATS service
- Megger testing Thermal imaging

CLIFFORD 365® REMOTE MONITORING

your desktop, tablet and smartphone Receive real-time notifications and check status from

To a Hold	Area Ch	P VEARS (5	Okiahoma City Cray Smith		Aviana Gathad	e o o	Austin Houston	outro o	Comparison C	LOCATIONS		0		Available 24/1/365 Code compliancy I argest technician consultants	team in the south- • Family owned			EQUIPMENT • SERVICE • RENTAL • PARTS	cliffordpower.com • 1-800-324-0066		COOPERATIVE COOPERATIVE
LESS CRITICAL	Residence No Ufe risk	Weakly (automatic)	Weekty	Monthly	Annually	Annually	Every 2-Years	As Recommended	As Recommended	As Applicable	As Recommended	As Recommended									. TJC or NFPA Standards
	Non-Regulated Business No life risk	Weekly (automatic)	Weekly	Monthly	Semi-Annually	Annually	Every 2 Years	Annually	Every 3 Years	Annually	Every 3 Years	Every 3 Years			ned Mantenance Consultant ned Mantenance Consultant			tt.			••••••••• Required by TJC or NFPA Standards
	NFPA 110 Failure could result in loss of life	Weekty (automatic)	Weakly (Lise Clifford NFPA log)	Monthly (Use Clifford NEPA log)	Quarterly	Annually	Every 2 Years	Annually	Every 3 Years	Annually (NFPA spec)	Every 3 Years	Every 3 Years	red Maintenance Consultant	As Recommended by Planned Maintenance Consultant As Becommended by Planned Maintenance Consultant		ned Ma ntenance Consulta	As Recommended by Planned Maintenance Consultant	As Recommended by Planned Maintenance Consultant	As Recommended by Planned Mantenance Consultant	As Recommended by Planned Maintenance Consultant	are Desired
MORE CRITICAL	The Joint Commission Failure could result in loss of life		Weekly (Use Clifford NFPA (og)	Monthly (Use Clifford NFPA log)	Quarterly	Annualiy	Every 2 Years	Annually	Every 3 Years	Annuaily (TJC spec)	5	Every 3 Years	As Recommended by Planned Ma ntenance Consults	As Recommended by Planr	As Recommended by Planned Maintenance Consults	As Recommended by Planr	As Recommended by Planr	As Recommended by Planr	As Recommended by Plan	When Alerts and Visibility are Desired	
ANNED	MAINTENANCE Schedule	Weekly Exercise	Weekly Inspections	30 Minute Transfer Test	99 Point Inspection	Engine Service & Oil Sample Test (Includes Lab analysis)	Replace Batteries	2-Hour Load Bank	4-Hour Load Bank	Diesel Fuel Sample Test (Includes Lab Analysis)	Triennial Service (Belts/Hoses/Coolant)	Replace Air Filter	Coolant Sample Test (Includes Lab Analysis)	Diesel Fuel Treatment	Diesel Fuel Polishing	Diesel Fuel Top-Off	Megger Testing	Dead Buss ATS Service	Thermal Imaging	Remote Monitoring	



JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701 OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

March 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County <u>does not</u> accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326
BID NUMBER:	IFB 23-024/MR
DUE BY TIME/DATE:	11:00 ам CT, Wednesday, April 26, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent, at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or via email at <u>deb.clark@jeffcotx.us</u>.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation <u>will result</u> in a response being declared as non-responsive.

Johnsh produc

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH: Beaumont Enterprise & Port Arthur News: March 29th and April 5th, 2023 Examiner: March 30, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <u>https://www.co.jefferson.tx.us/Purchasing/</u>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS.

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any

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other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within <u>90</u> days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://www.co.jefferson.tx.us/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

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18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas. "Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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 bid 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) <u>Contractor must complete enclosed certification</u>

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 (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 12 OF 64 for Jefferson County

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 193 7 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 dete1mination 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)(l)(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)(l)(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)(l)(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 a 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 193 7 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.

Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the î. 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 I (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)(I)(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 I(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.

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(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of ii. 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:

- 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.

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.

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i.

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

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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)(l).
- 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)(l).
- 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)

 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-

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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. 240I (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. 22 034/(MR) 26 Bid Term Content for Content

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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 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.

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- (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) (l), 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).

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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:

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

(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).

(I) 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.

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- (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.

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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

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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."

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 <u>Emergence</u> <u>Service</u> 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.

John W Baker

Signature of Contractor's Authorized Official

John W Baker President

Name and Title of Contractor's Authorized Officia

4-24-23

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 426

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.gov/far/index.html see section 52.209-6.

The Contractor Emergence Tower Service certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

John W Baker Signature of Contractor's Authorized Official

John W Baker President Name and Title of Contractor's Authorized Official

4-24-23 Date

> **REQUIRED FORM Bidder: Please complete this form** and include with bid submission.

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1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

(For all awarded contracts that meet the definition of "federally assisted construction contract" provided in 41 CFR Part 60-1.3)

During the performance of this contract, the contractor agrees as follows:

 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

John W Baker

Signature of Contractor's Authorized Official

John W Baker President Name and Title of Contractor's Authorized Official

4-24-23

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

The County requests that bid submissions NOT be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <u>https://www.co.jefferson.tx.us/Purchasing/</u>

Failure to return and/or complete all required documentation <u>will result</u> in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

BID PACKAGING: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, April 26, 2023.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. In response to the Covid-19

pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16, 2023	Martin Luther King, Jr. Day	Monday
February 20, 2023	President's Day	Monday
April 7, 2023	Good Friday	Friday
May 29, 2023	Memorial Day	Monday
July 4, 2023	Independence Day	Tuesday
September 4, 2023	Labor Day	Monday
November 10, 2023	Veteran's Day	Friday
November 23 & 24, 2023	Thanksgiving	Thursday & Friday
December 25 & 26, 2023	Christmas	Monday & Tuesday
January 1, 2024	New Year's	Monday

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, Assistant Purchasing Agent at: <u>mistey.reeves@jeffcotx.us</u>. If no response within 72 hours, contact **Deborah Clark**, Purchasing Agent at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, April 19, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <u>https://www.sam.gov</u>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

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Our Website	Our Partners
About This Site	Acquisition.gov
Our Community	USASpending.gov
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All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department <u>with bid submission.</u>

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

A sample of a completed FORM 1295 is included on PAGE 35.

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

Answer: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- · a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education

 a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract

- · a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code

a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

	CERTIFICATE OF INTERESTED PART	FIES		FOR	м 1295	
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILIN			
1	Name of business entity filing form, and the city, state and country of the business entity's place of business. Johnker Inc. DBA Emergency Power Service Kountze , TX United States			Certificate Number: 2023-972371 Date Filed:		
2	Name of governmental entity or state agency that is a party to the being filed. Jefferson County, Texas	01/16/2023 Date Acknowledged:				
3	Provide the identification number used by the governmental entit description of the services, goods, or other property to be provid IFB 22-053/MR Standby Generator Service and Repair	ty or state agency to track or identi led under the contract,	fy the co	ontract, and pro	vide a	
4	Name of Interested Party City, State, Country (place of bu		ness)	a contraction of a second	f interest oplicable)	
				Controlling	Intermediary	
5	Check only if there is NO Interested Party.					
	My name is John W Balso	_, and my date o	f birth is	4/117	2	
	My name is John W Batto My address is 3706 Hung 327	Kountze , 7	X, state)	27625 (zip code)	(country)	
	I declare under penalty of perjury that the foregoing is true and correct Executed in	, State of <u>Ty</u> , on the	26	lay of <u>Cipil</u>	_, 20 3\$ (year)	

Forms provided by Texas Ethics Commission

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:

Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

- 11.1 Definitions:
 - 11.1.1 Certificate of coverage ("Certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 11.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 11.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs <u>11.1. - 11.7</u>., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.

	ERTII	FICATE OF LIA	BILITY INS	URANC	E		MM/DD/YYYY) 18/2023
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, AN	IVELY O	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTEND OR ALT	FR THE CC	VERAGE AFFORDED	TE HOL	DER. THIS
IMPORTANT: If the certificate holder If SUBROGATION IS WAIVED, subject	to the te	erms and conditions of th	ne policy, certain p	olicies may	NAL INSURED provision require an endorsemen	nsorbe nt. Ast	e endorsed atement or
this certificate does not confer rights t	to the cer	tificate holder in lieu of si					
lpshaw Insurance Agency, Inc.			CONTACT NAME: Kelsey Re PHONE ROS 46		EAY	7	
01 S. Fillmore, Suite 300			(A/C, No. Ext): 000-40			806-46	8-0450
marillo TX 79101			ADDRESS: Kelseyr@		A STATISTICS CONTRACTOR		
					RDING COVERAGE		NAIC #
URED		EMERPOW-01	INSURER A : Texas N				22945
mergency Power Service		INSURER B : United F	ire and Casi	alty Co.	_	13021	
ohnker Inc dba O Box 8	INSURER C :						
Isbee TX 77656		· · · · · · · · · · · · · · · · · · ·	INSURER D :				
		the second se	INSURER E :				
OVERAGES CER	TIFICAT	E NUMBER: 1461821273	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY I	OF INSU	RANCE LISTED BELOW HAY	OF ANY CONTRACT	OR OTHER	ED NAMED ABOVE FOR T DOCUMENT WITH RESPE	OT TO I	AIL UCI L TI D
EXCLUSIONS AND CONDITIONS OF SUCH I	ADDLICIES	LIMITS SHOWN MAY HAVE					1010000
	INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
CLAIMS-MADE X OCCUR		60527351	11/21/2022	11/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000, \$ 100,00	
					MED EXP (Any one person)	\$ 5,000	1.2
					PERSONAL & ADV INJURY	\$ 1,000,	000
GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 2,000,	000
OTHER:					PRODUCTS - COMP/OP AGG	\$ 2,000, \$	000
AUTOMOBILE LIABILITY		60527351	11/21/2022	11/21/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,	000
ANY AUTO OWNED X SCHEDULED					BODILY INJURY (Per person)	5	
AUTOS ONLY AUTOS					BODILY INJURY (Per accident)	\$	
X AUTOS ONLY X AUTOS ONLY					PROPERTY DAMAGE (Per accident)	S	
X UMBRELLA LIAB X OCCUP		00007054		1111		S	
		60527351	11/21/2022	11/21/2023	EACH OCCURRENCE	\$ 5,000,	000
GLAING-MADE					AGGREGATE	\$ 5,000,	000
DED RETENTION \$	-	0001202062	14/04/0000	11/01/0000		\$	
AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE	-1.11	0001303963	11/21/2022	11/21/2023	X STATUTE OTH-	1.00	
OFFICER/MEMBEREXCLUDED?	N/A				E.L. EACH ACCIDENT	\$ 1,000,	
If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE		
DESCRIPTION OF OPERATIONS DElow					E.L. DISEASE - POLICY LIMIT	\$ 1,000,	000
ots snown apply only if there is a written of inket additional insured endt (GL per attact ouage), GL,AU,WC: Policies include a bla	contract b ched CG7	etween the named insured 208 07/17 including ongoin ver of subrogation endt Exc	& certificate holder to g & completed ops a case: Policy follows f	nat requires s ind CG2001	such coverage. GL,AU: P 12/19 with primary & non-	contribu	1
ats shown apply only if there is a written c inket additional insured endt (GL per attac guage). GL,AU,WC: Policies include a bla n-contributory endorsement and a blanket	contract b ched CG7	etween the named insured 208 07/17 including ongoin, ver of subrogation endt. Exc f subrogation endt. 30 days	& certificate holder to g & completed ops a cess: Policy follows for Notice of Cancellati	nat requires s ind CG2001	such coverage. GL,AU: P 12/19 with primary & non-	contribu	1
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SCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE dds shown apply only if there is a written c anket additional insured endt (GL per attac iguage). GL,AU,WC: Policies include a bla n-contributory endorsement and a blanket RTIFICATE HOLDER	contract b ched CG7	etween the named insured 208 07/17 including ongoin, ver of subrogation endt. Exc f subrogation endt. 30 days	& certificate holder to g & completed ops a cess: Policy follows f Notice of Cancellati	HE ABOVE D	Such coverage. GL,AU: P- 12/19 with primary & non- ional insured and include: ccept 10 days for non-pay ESCRIBED POLICIES BE C, REOF, NOTICE WILL E	-contribu s a prima r.	tory ary
RTIFICATE HOLDER	contract b ched CG7	etween the named insured 208 07/17 including ongoin ver of subrogation endt. Exc f subrogation endt. 30 days	& certificate holder to g & completed ops a cess: Policy follows for Notice of Cancellati CANCELLATION SHOULD ANY OF T THE EXPIRATION	HE ABOVE DI DATE THE HE POLIC	Such coverage. GL,AU: P- 12/19 with primary & non- ional insured and include: ccept 10 days for non-pay ESCRIBED POLICIES BE C, REOF, NOTICE WILL E	-contribu s a prima r.	tory ary

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COMMERCIAL GENERAL LIABILITY CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART LIQUOR LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information. PLEASE PRINT.

Bid Number & Name: (IFB 22-053/MR) Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name:
Emergency Power Service

Bidder's TAX ID Number:
01-0917603

If Applicable:
HUB Vendor No. ______ DBE Vendor No. ______

Contact Person:
John W Baker

Title:
President

Phone Number (with area code):
409-658-0765
Alternate Phone Number if available (with area code):
409-926-6640
Fax Number (with area code):
409-246-8164
Email Address:
jb17@wt.net
Mailing Address (Please provide a physical address for bid bond return, if applicable):
Emergency Power Service P O Box 8
Address
Silsbee Tx 77656

City, State, Zip Code

REQUIRED FORM Bidder: Please complete this form and include with bid submission.

(IFB 22/24 /MR) Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-839-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 23-024/MR.

SCOPE OF PROJECT

Jefferson County is soliciting bids for a generator technician to perform inspections, preventative maintenance and service on generators located in various locations for Jefferson County. Vendor shall provide copy of any applicable license with proposal. Vendor shall perform all electrical and engine work on generators.

TERMS

Individual departments will call to schedule any inspection, preventive maintenance or service for their generator. No work is guaranteed for generators listed in this proposal.

The County reserves the right to change, add, or delete service and/or locations.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

The vendor shall only proceed with repairs after the estimate has been approved by the department requesting the repair and a notice to proceed or purchase order has been issued.

 A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Awarded vendor shall furnish all labor, tools, transportation, equipment materials and supplies as required to complete the service request, to provide a working system, complete in all respects. All work shall be in compliance with Federal, State and Local Codes. All equipment or components must be installed in accordance with manufacturer's recommendations.

Vendor shall repair any damage caused by the Vendor and its employees at no cost to the County.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components or CPI increases, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

All hourly cost proposals must be to service the generators listed in the IFB. Any additional costs not included on the Bid Form on page 49 of this IFB will not be allowed. This includes but is not limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

INSPECTIONS

Vendor will provide semi-annual inspections for generators for Jefferson County upon the request of each department. These inspections shall include the following systems:

- 1. General Condition of Generator
 - Check generator area for obstructions
 - Wipe off unit
 - Clean oil, coolant, fuel & acid deposits
 - Check housing for leaks or corrosion
- 2. Starting System & Charging System
 - Visually inspect batteries for damage or leakage
 - Clean batteries with acid neutralizer
 - Clean & tighten all battery cable connections
 - Perform battery load test
 - Inspect battery charger for proper operation, loose terminals and deteriorated wiring
 - Starting motor inspect electrical connections and wiring.
 - Air starter inspect oil jar and feeder operation
 - Inspect alternator for proper operation, loose connections and mounting hardware
 - Check belts, pulley and voltage output
- 3. Engine Cooling System
 - Visually inspect radiator/heat exchanger for leaks, damage and debris
 - Check radiator/heat exchanger louver operation
 - Visually inspect coolant for correct levels and condition of coolant
 - Check coolant conditioner concentration and temperature protection
 - Check filler cap gasket and sealing surface
 - Visually inspect all hoses for deterioration
 - Check tightness of connections
 - Fan Drive Pulley & Fan check for loose or worn pulleys, lube fan drive bearing.
 - Check fan operation and clearance
 - Inspect fan belts for wear and/or deterioration. Check tension and adjust as needed
 - Inspect jacket water heater for proper operation
 - Inspect water pump visually and operationally for leaks and/or unusual noises
- 4. Engine Fuel System
 - Visually inspect fuel tank for leaks, damage and fuel level
 - Test day tank pump for proper operation
 - Inspect fuel condition for contaminants
 - Drain water from fuel tank of water separator
 - Visually inspect fuel lines for leaks and tightness of connections
 - Check line brackets
 - Inspect governor oil level
 - Inspect controls and linkage for proper operation. Add oil as necessary
 - Inspect fuel filters for damage, leaks and proper operation. Change when necessary
 - Fill Port Info Special fittings, adapters needed, extra hose length, access to tank and other restrictions that may hamper fueling
- 5. Air Induction & Exhaust System
 - Air Filter Service Indicator Note reading. Inspect for proper operation. Reset indicator.
 - Inspect air filter. Clean and/or replace as necessary

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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- Air Inlet System Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections
- 6. Lube Oil System
 - · Visually inspect for correct oil level and add when necessary, inspect for leaks
 - Note oil pressure
 - Operational and visual inspection of prelube pump
 - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
- 7. Engine Monitors & Safety Controls (All PM Levels)
 - Check safety controls for loose connections and wiring deterioration
 - Check for proper operation of all safety controls and alarms
 - Remote Annunciator and Alarm Inspect all panels and system alarms for proper functions
- 8. Ignition System (All PM Levels)
 - Check spark plug condition and electrode gap
 - Check spark plug wires for condition and connections for corrosion
 - Check ignition coils condition and connections for corrosion
- 9. Control Panels (All PM Levels)
 - Voltmeter Operational check for correct reading. Check voltage level
 - Frequency Meter Operational check for correct reading
 - Check alarm history
- 10. Generator Rear Bearings & Vibration Isolators
 - Lubricate generator rear bearing if applicable
 - Check vibration isolators for proper adjustment and condition
- 11. Transfer Switch (All PM Levels)
 - Check for leaks/corrosion on cabinets
 - Verify connections are tight on lugs
 - Check voltage across contacts
 - Lube as necessary
 - Verify exercise program
 - Functional test of unit
 - Verify time delays
 - Check for hot spots

Upon completion of the inspection, the vendor will ensure the generator is put back into stand-by mode.

Vendor will provide an inspection report within 15 days of the inspection to the department requesting the inspection that details the following:

- 1. Record of all findings of the inspections.
- 2. Record of any unsafe conditions.
- 3. Record of any corrective action taken.
- 4. Report recommendations for replacement of minor and major components.

PREVENTATIVE MAINTENANCE

Vendor will provide preventative maintenance for each generator upon the request of each department for Jefferson County as needed to maintain the proper functioning of the generators. This includes, but not limited to oil and filter changes.

Vendor will provide a report of all preventative maintenance performed on the generator to the department requesting the maintenance. Upon completion of preventative maintenance, the vendor will ensure the generator is put back into stand-by mode.

SERVICE CALLS

Vendor will provide service for generators when the generator is not functioning properly upon the request of each department or the Purchasing Department. Vendor will get approval from each department before replacing or ordering any parts for repair. Upon completion of service call, vendor will ensure the generator is put back into stand-by mode. This service will include calls 24 hours a day, 7 days a week. Vendor will also provide service during any man-made or natural disaster/emergency. Service calls in this agreement are made on an "as needed" basis as no repair work shall result from this agreement, other than the initial service call, without a written Notice to Proceed or Purchase Order from the County to the Vendor. A "not to exceed" amount and description of work to be completed will be set in the Notice to Proceed or Purchase Order agreed upon by both parties.

- Non-Emergency Call-Out Verbally respond to requests for non-emergency service to any generator within four (4) hours and be on site to perform repairs within forty-eight (48) hours after being contacted.
- Emergency Call-Out Verbally respond to requests for emergency service to any generator within one
 (1) hour and be on site to perform repairs within three (3) hours after being contacted.

GENERATOR LIST

This is the list of current generators located throughout Jefferson County that will need to be serviced and inspected. Generators may be added or removed upon the discretion of Jefferson County.

Department	Address	Make	Model	Output Rating	Inspection
Sabine Pass	5960 South 1st Street, Sabine Pass, TX 77655	Baldor	IDLC150 -3JU	150 KW	Yes
Courthouse	1149 Pearl St., Beaumont, TX 77701	Baldor	IDLC 2000	2 MEG	Yes
JC Service Center	7789 Vitterbo Rd, Beaumont, TX 77705	Baldor	IDLC 40	40 KW	Yes

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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Department	Address	Make		Output Rating	Inspection
Pct. 1	20205 W. Hwy 90, China, TX 77613			200 KW	No
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	тѕз50т	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFF B	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFE B	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG0605 45ANAX	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	Kohler	150RE0 ZJ01	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJ D	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	Kohler	20ROZJ	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, ____, ____, ____, ____,

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Emergency Power Service		For clarification of this offer, contact:		
Company Na	me			uns oner, contact.
P O Box 8			John W Baker	
Address			Name & Title	
Silsbee	Texas	77656	409-658-0765	409-246-8164
City	State	Zip	Phone	Fax
Ch	un		jb17@wt.net	
Signature of F	Person Authorized	d to Sign	E-mail	
John W Baker	2			
Printed Name			-	
President				

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 22-0 MR) Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

The Offer is hereby accepted for the following items: Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-024/MR, Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick Jefferson County Judge Date

ATTEST:

Roxanne Acosta Hellberg Jefferson County Clerk 451

BID FORM

Item	Description	Labor Charge Per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$_165.00 _/hour
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$_82.50/hour
3	Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$_247.50 _/hour
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$_123.75 _/hour
5	Generator Technician for services on Holidays	\$_330.00_/hour
6	Helper accompanying Generator Technician for services on Holidays	\$_165.00_/hour
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$_165.00_/hour
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$_82.50_/hour
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$_247.50_/hour
10	Helper accompanying Generator Technician for emergency disaster relief service after- hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$_123.50_/hour
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$_330.00_/hour
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	\$_165.00_/hour
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	_35
14	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	\$2.85 per mile portal to portal

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencie (preferably a municipality) where the same or similar products and/c services as contained in this specification package were recently provided	ALQUINED FORIVI
REFERENCE ONE	
Government/Company Name: <u>City of Beaumont</u>	
Address: 1848 Pine Street Beaumont Texas 77703	
Contact Person and Title: <u>Keith Folsom Director of Facilities Main</u>	tenance
Phone:409-880-3792 Fax:409-833	
Email Address: <u>keith.folsom@beaumonttexas.gov</u> Contract Peri	od: 2023-2024
Scope of Work: Generator and switchgear sales, service, and maint	
REFERENCE TWO	
Government/Company Name: <u>Hardin County</u>	
Address: 300 West Monroe Street Kountze Texas	
Contact Damage and Title	
wayne wicbanier County Judge	
	-5195
mail Address: misty.sims@co.hardin.tx.us Contract Perio	d: _2023-2024
cope of Work: Generator and switchgear sales, service, and mainte	enance
EFERENCE THREE	
overnment/Company Name: Entergy Texas	
ddress: 3105 Laurel Avenue Beaumont Texas 77702	
	munications
ontact Person and Title: <u>Peter Bouzeman Area Manager Telecon</u>	
<u>- reter bouzentan Area Manager Telecon</u>	
- etc. botzeman Area Manager Telecon	d: <u>2023-2024</u>

(IFB 22 6) //MR) Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?......Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Emergency Power Service	John W Baker
Bidder (Entity Name)	Signature
1787 Joe Register Road	John W Baker President
Street & Mailing Address	Print Name
Kountze Tx 77625	4-24-23
City, State & Zip	Date Signed
409-658-0765	409-246-8164
Telephone Number	Fax Number
jb17@wt.net	
E-mail Address	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for	Generator In	nspections,	Routine	Maintenance	& Service
for Jefferson County					

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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.

John W Baker

Signature of Contractor's Authorized Official

John W Baker President

Name and Title of Contractor's Authorized Official (Please Print)

4-24-23

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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CONFLICT OF INTEREST QUESTIONNAIRE

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg.,	Regular Session. OFFICE USE ONL
This questionnaire is being filed in accordance with Chapter 176, Local 0 by a vendor who has a business relationship as defined by Section 176.0 governmental entity and the vendor meets requirements under Section 1	01(1-a) with a local
By law this questionnaire must be filed with the records administrator of the entity not later than the 7th business day after the date the vendor becor that require the statement to be filed. See Section 176.006(a-1), Local C	mes aware of facts
A vendor commits an offense if the vendor knowingly violates Section Government Code. An offense under this section is a misdemeanor.	on 176.006, Local
1 Name of vendor who has a business relationship with local government	ntal entity.
Johnker Inc. DBA Emergency Power Service	
2 Check this box if you are filing an update to a previously filed que	estionnaire.
(The law requires that you file an updated completed questio later than the 7th business day after the date on which you becan incomplete or inaccurate.)	
3 Name of local government officer about whom the information in this s	ection is being disclosed.
None	
Name of Officer	
employment or other business relationship as defined by Section 176.00 pages to this Form CIQ as necessary A is the local government officer named in this section receiving or likel income, from the vendor?	
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than in government officer named in this section AND the taxable income is not	vestment income, from or at the direction of the received from the local governmental entity?
Yes No	
C. Is the filer of this questionnaire employed by a corporation or othe government officer serves as an officer or director, or holds an ownership	ar business entity with respect to which the p interest of one percent or more?
Yes No	
D. Describe each employment or business and family relationship with	the local government officer named in this ser
1) Oohn W Baker	4-24-23
Signature of vendor doing business with the governmental entity	Date

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 53 OF 64

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regul	ar Session. OFFICE USE ONLY
This is the notice to the appropriate local governmental entity that the fol government officer has become aware of facts that require the officer to file th in accordance with Chapter 176. Local Government Code.	
Name of Local Government Officer	
2 Office Held	
Name of vendor described by Sections 176.001(7) and 176.003(a), Local	Government Code
Description of the nature and extent of employment or other business r	elationship with vendor named in item 3
List gifts accepted by the local government officer and any family mem from vendor named in item 3 exceeds \$100 during the 12-month period Date Gift Accepted Description of Gift	ber, if aggregate value of the gifts accepted described by Section 176.003(a)(2)(B).
Date Gift Accepted Description of Gift	
Date Gift Accepted Description of Gift	
(attach additional forms as necessa	ry)
that the disclosure applies to each family Government Code) of this local governme	bove statement is true and correct. I acknowledge member (as defined by Section 176,001(2), Local int officer. I also acknowledge that this statement Section 176.003(a)(2)(B), Local Government Code.
Siç	inature of Local Government Officer
AFFIX NOTARY STAMP / SEAL ABOVE	
Sworn to and subscribed before me, by the said	, this the day
of, 20, to certify which, witness my hand and seal of office	99 19
Signature of officer administering oath Printed name of officer administering	g oath Title of officer administering oath

THIS FORM IS FOR OFFICE USE ONLY

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded).

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 ...?

K 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	<u>No</u>	3.	Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
□ Yes	_IZI No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
□ Yes	囚 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. No Subs required

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

John W Baker	John W Ba
Printed Name of Authorized Representative	Signature

President

4-24-23

Date

Baker

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

Title

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Contractor Name:				HUB: 🗌 Yes [No
Address:					
Street	City	State	Zip		
Phone (with area code):		Fax (with	area code):		
Project Title & No.:					
Prime Contract Amount:\$					
HUB Subcontractor Name:					
HUB Status (Gender & Ethnicity):					
			1 1 1 1 1 1 L	20 . C. S.	
	urement Comm. 🛛 Jef		1 1 1 1 1 1 L	20 . C. S.	
Address:	urement Comm. 🛛 Jef	ferson County 🛛 🗌] Tx Unified Cer	20 . C. S.	
Address:Street		ferson County E State] Tx Unified Cer Zip	tification Prog.	
Address:	urement Comm. 🛛 Jef	ferson County E State] Tx Unified Cer	20 . C. S.	
Address:Street	urement Comm. 🛛 Jef	ferson County E State Fax (with] Tx Unified Cer Zip	tification Prog.	%
Address:StreetPhone (with area code):	urement Comm.	ferson County E State Fax (with] Tx Unified Cer Zip area code):	tification Prog.	%
Address:	urement Comm.	ferson County E State Fax (with] Tx Unified Cer Zip area code):	tification Prog.	%
Address:	urement Comm.	ferson County E State Fax (with] Tx Unified Cer Zip area code):	tification Prog.	%
Address:	City City s city	ferson County	Tx Unified Cer Zip area code): tage of Prime Co	tification Prog.	%
Address:Street Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to be Pe	City City s city	ferson County E State Fax (with	Tx Unified Cer Zip area code): tage of Prime Co	tification Prog.	%
Address:Street Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to be Pe	city City s city City S city City City S city City City City City City City City C	ferson County	Tx Unified Cer Zip area code): tage of Prime Co tage ve	rtification Prog.	%

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

and include with bid submission.

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	1 OF 4	
Bidder intends to utilize subcontra □ Yes X №	ctors/subconsult	ants in the fulfillment of	this contract (if awarde
Prime Contractor:			HUB: Yes No
HUB Status (Gender & Ethnicity):			
Address:			
Street	City	State Zip	
Phone (with area code):		Fax (with area code):	
Project Title & No.:		IFB/RFP No.:	
Total Contract: _\$		Total HUB Subcontract(s): _\$	
Construction HUB Goals: 12.8% MBE::		%12.6% WBE:	%
Sub-goals: 1.7 African-Ar	merican, 9.7% Hispanic Use these goals as a	:, 0.7% Native American, 0.8% As guide to diversify.	ian American.
Verification date HUB Program Office reviewed and	d verified HUB Sub inforn	nation Date:	Initials:
Verification date HUB Program Office reviewed and PART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name:	JRE	nation Date:	
Verification date HUB Program Office reviewed and PART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	JRE		
Verification date HUB Program Office reviewed and ART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	JRE		
Verification date HUB Program Office reviewed and ART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Address: Street	JRE urement Comm.	Texas Unified Certification Prog.	
Verification date HUB Program Office reviewed and PART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Texas Bldg & Procu Address: Street Contact person:	JRE urement Comm.	Texas Unified Certification Prog. State Zip Title:	
Verification date HUB Program Office reviewed and VART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Texas Bldg & Procu Address: Street Contact person: Phone (with area code):	JRE urement Comm.	Texas Unified Certification Prog. State Zip Title: Fax (with area code):	
PART I. HUB SUBCONTRACTOR DISCLOSU HUB Subcontractor Name: HUB Status (Gender & Ethnicity): Certifying Agency: Certifying Agency: Contact person: Phone (with area code):	JRE urement Comm.	Texas Unified Certification Prog. State Zip Title: Fax (with area code):	

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

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HUB Subcontractor	Name:					
HUB Status (Gender	& Ethnicity):	-				
ertifying Agency:	Tx. Bldg &	& Procurement Co	nm.	Jefferson County	Tx Unified Certification Prog.	
Address:						
	Street		City	State	Zip	
Contact person:				Title:		
Phone (with area co	de):			Fax (with	n area code):	
Proposed Subcontra	ct Amount:	\$		Percer	ntage of Prime Contract:	%
Description of Subco	entract Work to	he Performed:				
HUB Subcontractor I HUB Status (Gender ertifying Agency:	Name: & Ethnicity):				Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address:	Name: & Ethnicity): Tx. Bldg & Street	Procurement Cor	nm. City	Jefferson County State	Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person:	Vame: & Ethnicity): Tx. Bldg 8 Street	Procurement Cor	nm. City	Jefferson County State Title:	Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person:	Vame: & Ethnicity): Tx. Bldg & Street de):	Procurement Cor	nm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog. Zip	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area cod Proposed Subcontrad	Vame: & Ethnicity): Tx. Bldg & Street de):	Procurement Cor	nm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area cod Proposed Subcontrad	Vame: & Ethnicity): Tx. Bldg & Street de):	Procurement Cor	nm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog. Zip	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area cod	Vame: & Ethnicity): Tx. Bldg & Street de):	Procurement Cor	nm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog. Zip	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area cod Proposed Subcontrad	Vame: & Ethnicity):	Procurement Cor 	or Pa	Jefferson County State Title: Fax (with Percer rticipation may be v	Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area cod Proposed Subcontrad Description of Subco	Vame: & Ethnicity):	Procurement Cor 	or Pa	Jefferson County State Title: Fax (with Percer	Tx Unified Certification Prog.	
HUB Subcontractor I HUB Status (Gender ertifying Agency: Address: Contact person: Phone (with area cod Proposed Subcontrad	Name: & Ethnicity):	s Procurement Cor \$ be Performed: UB Subcontract HUB Sub	or Pa	Jefferson County State Title: Fax (with Percer rticipation may be v	Tx Unified Certification Prog.	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE3 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:

selection.

PART III:	DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS		
Was the	Jefferson County HUB Office contacted for assistance in locating HUBs?	Yes	🗌 No
	Other: We are not using sub contractors for this work.		
	HUBs were unavailable for the following trade(s):		
	HUBs solicited were not competitive.		
	HUBs were solicited but did not respond.		
	All subcontractors to be utilized are "Non-HUBs." (Complete Part III)		

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their

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 Perfo	ormed:		
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%
Description of Subcontract Work to be Perfo	rmed:		
	allase a second		
	_		
REQUIRED FORM Bidder: Please complete this for			

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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:	%
	Ac touch a		
Description of Subcontract Work to be	Performed:		_
	Performed:		
Subcontractor Name:			
Subcontractor Name:			
Subcontractor Name: Address: Street		State Zip	
Subcontractor Name: Address: Street Contact person:	City	State Zip Title:	
Subcontractor Name: Address: Street Contact person:	City	State Zip Title:	

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):	John W Baker	
Title:	President	
Signature:	John W Baker	
Date:	4-24-23	
E-mail address:	jb17@wt.net	
Contact person that will	be in charge of invoicing for this project:	
Name (print or type):	Jodie Baker	
Title:	Office Manager	REQUIRED FORM
Date:	4-24-23	Bidder: Please complete this form
E-mail address:	jstevens.eps@gmail.com	and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- I certify that <u>Emergency Power Service</u> [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is ______ (city and state).

Taxpayer Identification Number (T.I.N.): Company Name submitting bid/proposal:		01-0917603 Johnker Inc. DBA Emergency Power Service	
If you are an individ	ual, list the names and add	resses of any partnership of which you are a general partner	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

- * This is the property amount identification number assigned by the Jefferson County Appraisal District.
- ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

 I, John W Baker
 , the undersigned representative of (company or business name)

 Johnker Inc. DBA Emergency Power Service
 (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.

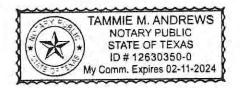
Signature of Company Representative

2023, personally appeared oril On this day of

<u>John</u>, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

Notary Signature



Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Johnker Inc. DBA Emergency Power Service

Company Name

IFB 23-24/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

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The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas	(COUNTY OF Hard	in
BEFORE ME, the undersigned aut	nority, a Notary	y Public in and for the Stat	te of Texas,
on this day personally appeared _	John	Baker	, who
after being by me duly sworn, did	denose and sa	(name)	
1	depose and sa		
"I, John Baker		am a duly authori	zed officer of/agent
for Johnker, Inc (name of firm)		and have been duly auth	norized to execute the
foregoing on behalf of the said	John	ker, Inc.	
	(name of firm	i)	

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Johnka	Inc. DBA Energency Pauso	Service
	77656	
Fax: 402-246-8164	Telephone# 402-658-0	765
by: John W Baker (print name)	Title: President	
Signature:		
SUBSCRIBED AND SWORN to before me by	/ the above-named	
John Baker		on
this the 26th day of April	, 20 <u>23</u>	
	Damain M. androws	TAMMIE M. ANDREWS
REQUIRED FORM Bidder: Please complete this form	Notary Public in and for the State of Texes	NOTARY PUBLIC STATE OF TEXAS
and include with bid submission.	The state of the	ID # 12630350-0 My Comm. Expires 02-11-2024

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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JEFFERSON COUNTY PURCHASING DEPARTMENT Deborah L. Clark, Purchasing Agent

1149 Pearl Street 1st Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593 FAX: (409) 835-8456

LEGAL NOTICE Advertisement for Invitation for Bids

March 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326. 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.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County <u>does not</u> accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME:	Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326
BID NUMBER:	IFB 23-024/MR
DUE BY TIME/DATE:	11:00 AM CT, Wednesday, April 26, 2023
MAIL OR DELIVER TO:	Jefferson County Purchasing Department 1149 Pearl Street, 1 st Floor Beaumont, Texas 77701

Any questions relating to these bid requirements should be directed to Mistey Reeves, Assistant Purchasing Agent, at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, at 409-835-8593 or via email at <u>deb.clark@jeffcotx.us</u>.

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593.

All interested firms are invited to submit a bid in accordance with the terms and conditions stated in this bid.

Bidders are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Somah lood

Deborah L. Clark, Purchasing Agent Jefferson County, Texas PUBLISH: Beaumont Enterprise & Port Arthur News: March 29th and April 5th, 2023 Examiner: March 30, 2023

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BID SUBMISSIONS:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <u>https://www.co.jefferson.tx.us/Purchasing/</u>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

By execution of this document, the Vendor accepts all general and special conditions of the contract as outlined below and, in the specifications, and plans.

1. BIDDING.

1.1 BIDS.

All bids must be submitted on the bid form furnished in this package.

1.2 AUTHORIZED SIGNATURES.

The bid must be executed personally by the Vendor, duly authorized partner of the partnership, or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the Vendor shall accompany the bid to become a valid bid.

1.3 LATE BIDS.

Bids must be in the office of the Jefferson County Purchasing Agent before or at the specified time and date bids are due. Bids received after the submission deadline shall be rejected as non-responsive and returned unopened.

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

A bid may be withdrawn before the opening date by submitting a written request to the Purchasing Agent. If time allows, the Bidder may submit a new bid. Bidder assumes full responsibility for submitting a new bid before or at the specified time and date bids are due. Jefferson County reserves the right to withdraw a request for bids before the opening date.

1.5 WITHDRAWAL OF BID AFTER OPENING.

Bidder agrees that its offer may not be withdrawn or cancelled by the Vendor for a period of ninety (90) days following the date and time designated for the receipt of bids unless otherwise stated in the bid and/or specifications.

1.6 BID AMOUNTS.

Bids shall show net prices, extensions where applicable and net total. In case of conflict between unit price and extension, the unit price will govern. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be interpreted in the favor of Jefferson County.

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

All bids meeting the intent of the specifications and plans will be considered for award. Vendors taking exception to the specifications and plans, or offering substitutions, shall state these exceptions in the section provided. If bid is made on an article other than the one specified, which a Bidder considers comparable, the name and grade of said article must be specified in the bid and sufficient specifications and descriptive data must accompany same to permit thorough evaluation. The absence of stated exceptions and/or substitutions shall indicate that the Vendor has not taken any exceptions to the specifications and shall be responsible to perform in strict accordance with the specifications. As a matter of practice, Jefferson County rejects exception(s) and /or substitutions as non-responsive but reserves the right to accept any and/or all of the exception(s) and/or substitution(s) deemed to be in the best interest of Jefferson County.

1.8 ALTERNATES.

The Invitation for Bid and/or specifications may expressly allow Bidder to submit an alternate bid. Presence of such an offer shall not be considered an indication of non-responsiveness.

1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

1.10 BID ALTERATIONS,

Bids cannot be altered or amended after submission deadline. Any interlineations, alterations, or erasures made before opening time must be initialed by the signer of the bid, guaranteeing authenticity.

1.11 TAX EXEMPT STATUS.

Jefferson County is exempt from federal excise tax and state sales tax. Unless the bid form or specifications specifically indicate otherwise, the bid price must be net, exclusive of above-mentioned taxes and will be so construed. Therefore, the bid price shall not include taxes.

1.12 QUANTITIES.

Quantities indicated are estimated quantities only and are not a commitment to buy. Approximate usage does not constitute an order, but only implies the probable quantity that will be used. Commodities will be ordered on an as-needed basis. Bidder is responsible for accurate final counts.

1.13 BID AWARD.

Award of contract shall be made to the most responsible, responsive Bidder, whose offer is determined to be the best value, taking into consideration the relative importance of price. Jefferson County reserves the right to be the sole judge as to whether items bid will serve the purpose intended.

Jefferson County reserves the right to award based upon individual line items, sections or total bid.

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

All materials, equipment and/or parts that will become a portion of the completed work, including items not specifically stated herein but, necessary to render the service(s) complete and operational per the specifications, are to be included in the bid price. Vendor may be required to furnish evidence that the service, as bid, will meet or exceed these requirements.

1.15 ADDENDA.

Any interpretations, corrections or changes to the specifications and plans will be made by addenda no later than forty-eight (48) hours prior to the bid opening. Addenda will be posted on the Purchasing web site. Vendors are responsible for monitoring the web site in order to remain informed on addenda. Vendors shall acknowledge receipt of all addenda with submission of bid.

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

Failure to furnish bid bond/surety, if requested, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.17 GENERAL INSURANCE REQUIREMENTS.

Failure to furnish Affidavit of Insurance, if required in these specifications, will result in bid being declared non-responsive. Non-responsive bids will not be considered for award.

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids

deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

To be considered for award, Bidder must at least: have the ability to obtain adequate financial resources, be able to comply with required or proposed delivery/completion schedule, have a satisfactory record of performance; have a satisfactory record of integrity and ethics, and be otherwise qualified and eligible to receive award.

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in the bid submission is considered by Bidder to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Bidder), Bidder <u>must</u> clearly mark the applicable pages of bid submission to indicate each claim of confidentiality. Additionally, Bidder must include a statement on company letterhead identifying all Bid Submission section(s) and page(s) that have been marked as confidential. Jefferson County will protect from public disclosure such portions of a bid, unless directed otherwise by legal authority, including existing open records acts. Merely making a blanket claim that the entire bid submission is protected from disclosure because it contains some proprietary information is not acceptable, and will make the entire bid submission subject to release under the Texas Public Information Act.

By submitting a bid, Bidder agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Bidder's bid submission or other information submitted by Bidder.

1.21 PUBLIC BID OPENING.

Bidders are invited to be present at the opening of bids. After the official opening of bids, a period of not less than one week is necessary to evaluate bids. The amount of time necessary for bid evaluation may vary and is determined solely by the County. Following the bid evaluation, all bids submitted are available for public review.

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

Design, strength, and quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practices. The apparent silence of specifications and/or plans as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications and/or plans shall be made on the basis of this statement.

2.2 AGE AND MANUFACTURE.

All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2.3 DELIVERY LOCATION.

All deliveries will be made to the address(es) specified on the purchase order during normal working hours of 8:00 am CT to 4:00 pm CT, Monday through Friday, unless otherwise authorized by the Purchasing Agent or designee.

2.4 DELIVERY SCHEDULE.

Delivery time may be an important consideration in the evaluation of best value. The maximum number of days necessary for delivery ARO shall be stated in the space, if provided, on the bid form.

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

All charges for assembly, installation and set-up shall be included in the bid price. Unless otherwise stated, assembly, installation and set-up will be required.

2.7 OPERATING INSTRUCTIONS AND TRAINING.

Clear and concise operating instructions and descriptive literature will be provided in English, if requested. On-site detailed training in the safe and efficient use and general maintenance of item(s) purchased shall be provided as needed at the request of Jefferson County. Instructions and training shall be at no additional cost to the County.

2.8 STORAGE.

Bidder agrees to provide storage of custom ordered materials, if requested, for up to thirty (30) calendar days.

2.9 COMPLIANCE WITH FEDERAL, STATE, COUNTY, AND LOCAL LAWS.

Bids must comply with all federal, state, county and local laws, including, but not limited to, all applicable standard safety, emission, and noise control requirements. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinances of Jefferson County or the State of Texas as they may apply, as these laws may now read, or as they may hereafter be changed or amended.

2.10 OSHA.

The Bidder will certify all equipment complies with all regulations and conditions stipulated under the Williams-Steiger Occupational Safety and Health Act of 1971, as amended. The successful Bidder will further certify that all items furnished under this project will conform and comply with federal and State of Texas OSHA standards. The successful Bidder will agree to indemnify and hold harmless Jefferson County for any and all damages that may be assessed against the County.

2.11 PATENTS AND COPYRIGHTS.

The successful Vendor agrees to protect the County from claims involving infringements of patents and/or copyrights.

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

At Jefferson County's request and direction, Bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested at any point prior to or following bid award. Samples, demonstrations and/or testing may be requested upon delivery and/or any point during the term of resulting contract. All samples (including return thereof), demonstrations, and/or testing shall be at the expense of the Bidder/Vendor.

2.13 ACCEPTABILITY.

All articles enumerated in the bid shall be subject to inspection by an officer designated for that purpose by Jefferson County. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Agent, who shall have the right to reject the whole or any part of the same. Items and/or work determined to be contrary to specifications must be replaced at the vendor's expense. Inferior items not retrieved by the vendor within thirty (30) calendar days, or an otherwise agreed upon time, shall become the property of the County. If disposal of such items warrants an expense, an amount equal to the disposal expense will be deducted from amounts payable to the vendor.

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2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

Under the "Hazardous Communications Act," common known as the "Texas Right to Know Act," a Bidder must provide the user department, with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the Bidder to furnish this documentation, will be cause to reject any bid applying thereto.

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves to right to contact any Bidder, at any time, to clarify, verify or requirement information with regard to this bid.

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

A purchase order(s) shall be generated by the Jefferson County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.

3.2 INVOICES.

All invoices shall reference the Purchase Order number. Invoices shall reference the bid item number or a detailed description for each item invoiced. If an item purchased and itemized on the invoice does not correspond to an item in any of the categories awarded to the vendor, invoice shall reference the item as "N/C" to indicate that it is a non-contract item. This requirement is to assist the County in verifying contract pricing on all invoices. Payment will be made under terms of net thirty (30) days unless otherwise agreed upon by seller and the purchasing department.

3.3 PROMPT PAYMENT.

In accordance with the State of Texas Prompt Payment Act, Article 601f V.T.C.S., payment will be made after receive and acceptance by the County of the merchandise ordered and of a valid invoice. Successful Bidder(s) is required to pay subcontractors within ten (10) days after the successful Bidder receives payment from the County.

3.4 FUNDING.

Jefferson County is operated and funded on an October 1 to September 30 basis; accordingly, the County reserves the right to terminate, without liability to the County, any contract for which funding is not available.

4. CONTRACT.

4.1 CONTRACT DEFINITION.

The General Conditions of Bidding and Terms of Contract, Specifications, Plans, Bidding Forms, Addenda, and any

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other documents made a part of this bid shall constitute the complete bid. This bid, when duly accepted by Jefferson County, shall constitute a contract equally binding between the successful Bidder and Jefferson County.

4.2 CHANGE ORDER.

No different or additional terms will become part of this contract with the exception of a change order. No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing and at the discretion and approval of Jefferson County. No change order will be binding unless signed by an authorized representative of the County and the vendor.

4.3 PRICE RE-DETERIMINATION.

A price re-determination may be requested at the time of annual renewal. All requests for price re-determination shall be in written form. Cause for such request, i.e., manufacturer's direct cost, postage rates, Railroad Commission rates, Federal/State minimum wage law, Federal/State unemployment taxes, F.I.C.A, Insurance Coverage Rates, etc., shall be substantiated in writing by the source of the cost increase. The Bidder's past experience of honoring contracts at the bid price will be an important consideration in the evaluation of the lowest and best bid. Jefferson County reserves the right to accept or reject any/all requests for price re-determination as it deems to be in the best interest of the County.

4.4 TERMINATION.

Jefferson County reserves the right to terminate the contract for default if the Bidder breached any of the terms therein, including warranties of Bidder or if the Bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Jefferson County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or service within the proper amount of time, and/or to properly perform any and all services required to Jefferson County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days' written notice to either party unless otherwise specified. Jefferson County reserves the right to award canceled contract to the next lowest Bidder. Bidder, in submitting this bid, agrees that Jefferson County shall not be liable to prosecution for damages in the event that the County declares the Bidder in default.

4.5 CONFLICT OF INTEREST.

Employees of the County are not permitted to maintain financial interest in, or receive payment, directly or indirectly, borrow from, lend to, invest in, or engage in any substantial financial transaction with any individual, organization, supplier, or subcontractor who does business with the County without disclosure. When conflict of interest is discovered, it shall be grounds for termination of contract.

4.6 INTEREST BY PUBLIC OFFICIALS.

No public official shall have interest in this contract, in accordance with Texas Local Government Code.

4.7 PRE-AWARD/CONTRACT CONTACT BETWEEN COUNTY AND VENDORS.

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions <u>may not</u> be initiated by vendors.

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.

All correspondence relating to this IFB, from advertisement to award shall be sent to the Jefferson County Purchasing Department. All presentations and/or meetings between Jefferson County and the vendor relating to this IFB shall be coordinated by the Jefferson County Purchasing Department.

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

Successful vendor shall defend, indemnify and save harmless Jefferson County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful vendor, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful vendor shall pay any judgment with cost which may be obtained against Jefferson County growing out of such injury or damages.

4.9 WARRANTY.

The successful vendor shall warrant that all materials utilized in the performance of this contract shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.

4.10 UNIFORM COMMERCIAL CODE.

The successful vendor and Jefferson County agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

4.11 VENUE.

This agreement will be governed and construed according to the laws of the State of Texas. This agreement is performable in the County of Jefferson, Texas.

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

The successful vendor shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of Jefferson County.

4.13 SILENCE OF SPECIFICATIONS.

The apparent silence of these specifications as to any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

5. REJECTION OR WITHDRAWAL.

Submission of additional terms, conditions or agreements with the bid document are grounds for deeming a bid non-responsive and may result in bid rejection. Jefferson County reserves the right to reject any and all bids and to waive any informalities and minor irregularities or defects in bids. Bids may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the bid, but only if the withdrawal is made prior to the time set for receipt of bids. Bids are an irrevocable offer and may not be withdrawn within <u>90</u> days after opening date.

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

In the event of an emergency or if Jefferson County is declared a disaster area, by the County, State, or Federal Government, this Acceptance of Offer may be subjected to unusual usage. Contractor shall service the county during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing as specified in this Acceptance of Offer shall apply to serving the County's needs regardless of the circumstances. If Contractor is unable to supply the services under the terms of the Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

Additional profit margin as a result of supplying services during an emergency or declared disaster shall not be permitted. In the event that additional equipment, supplies, and materials are required during the declared disaster, additional shipping, handling and drayage fees may apply.

7. AWARD.

The bid will be awarded to the responsible, responsive bidder(s) whose bid, conforming to the solicitation, will be most advantageous to Jefferson County – price and other factors considered. Unless otherwise specified in this IFB, Jefferson County reserves the right to accept a bid in whole or in part, and to award by item or by group, whichever is deemed to be in the best interest of Jefferson County. Any bidder who is in default to Jefferson County at the time of submittal of the bid shall have that bid rejected.

Jefferson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jefferson County, shall be deemed non-responsive and the offer rejected.

In evaluating bids, Jefferson County shall consider the qualifications of the bidders, and, where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment.

In addition, Jefferson County may conduct such investigation as it deems necessary to assist in the evaluation of a bid and to establish the responsibility, qualifications, and financial ability of the bidders to fulfill the contract.

Jefferson County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, and/or to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not a awarded a contract, Offeror may appear before the Commissioners' Court and present evidence concerning Offeror responsibility after officially notifying the Office of the Purchasing Agent of Offeror's intent to appear.

8. CONTRACT.

A response to an IFB is an offer to contract with Jefferson County based upon the terms, conditions, and specifications contained in the IFB. Bids do not become contracts unless and until they are executed by Jefferson County, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the IFB, unless any of the terms and conditions is modified by an IFB Amendment, a Contract Amendment, or by mutually agreed terms and conditions in the contract documents.

9. WAIVER OF SUBROGATION.

Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Jefferson County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.

10. FISCAL FUNDING.

A multi-year contract (if requested by the specifications) continuing as a result of an extension option must include fiscal funding out. If, for any reason, funds are not appropriated to continue the contract, said contract shall become null and void.

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at https://www.co.jefferson.tx.us/Purchasing/ as soon as possible following bid opening. A final tabulation will be posted following bid award, and will also be available for review in the Purchasing Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

Each change or addendum issued in relation to this IFB document will be on file in the Office of the Purchasing Agent, and will be posted on the Purchasing web site as soon as possible. It shall be the bidder's responsibility to make inquiry as to change or addenda issued, and to monitor the web site. All such changes or addenda shall become part of the contract and all bidders shall be bound by such addenda. Information on all changes or addenda issued will be available at the Office of the County Purchasing Agent.

13. SPECIFICATIONS.

Unless otherwise stated by the bidder, the bid will be considered as being in accordance with Jefferson County's applicable standard specifications, and any special specifications outlined in the bid document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of Jefferson County, and should not be construed as excluding bids on other types of materials, equipment, and supplies. However, the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid.

Jefferson County reserves the right to determine if equipment/ product being bid is an acceptable alternate. All goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of the bid, may be considered non-responsive.

14. DELIVERY.

Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder (<u>in writing on the included Bid Form</u>), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

All inquiries shall be made within a reasonable time prior to the date and time fixed for the bid opening, in order that a written response in the form of an addendum, if required, can be processed before the bids are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

16. CURRENCY.

Prices calculated by the bidder shall be stated in U.S. dollars.

17. PRICING.

Prices shall be stated in units of quantity specified in the bid documents. In case of discrepancy in computing the amount of the bid, the unit price shall govern.

18. NOTICE TO PROCEED/PURCHASE ORDER.

The successful bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

19. CERTIFICATION.

By signing the offer section of the Offer and Acceptance page, Bidder certifies:

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.
- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

20. DEFINITIONS.

"County" – Jefferson County, Texas. "Contractor" – The Bidder whose proposal is accepted by Jefferson County.

21. MINORITY-OWNED (MWBE), WOMEN-OWNED (WBE) AND HISTORICALLY UNDERUTILIZED (HUB) BUSINESS ENTERPRISE PARTICIPATION.

It is the desire of Jefferson County to increase the participation of Minority-Owned (MBE), Women-Owned (WBE), and Historically Underutilized (HUB) business enterprises 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.

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 bid 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) <u>Contractor must complete enclosed certification</u>

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 (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service PAGE 12 OF 64 for Jefferson County

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 193 7 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 dete1mination 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)(l)(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)(l)(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.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(l)(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 a 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 193 7 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 I (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)(l)(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 I(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.

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(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).

ii.

(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:

- 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.

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- 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

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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) (l) 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)(l).
- 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)

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-

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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. 240I (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. 23.024 (MR) Re Bid Term Contract for Generator Inspections. Boutine Maintenance & Service.
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(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 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.

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- (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) (I), 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).

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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:

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(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).

(I) 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:

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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.

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- (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.

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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

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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 in formats acceptable by the Client."

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 <u>MUHANG MACHINERY COMPANY, LUC</u> 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

Natauria Armstrong, Product Support Sales Rep.

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 495

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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (No procurement Debarment and Suspension).

This requirement applies to all FEMA grant and cooperative agreement programs.

Federal Executive Order (E .O.) 12549 "Debarment" requires that all contractors receiving individual awards, using federal funds, and all sub recipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document, you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at the following websites: www.sam.gov and https://acguisition.qov/far/index.html see section 52.209-6.

The Contractor MUSHANG Machinery COMPANY, We 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

<u>Natassia</u>, <u>Armstrong</u>, <u>Product Support</u> Sales Rep. Name and Title of Contractor's Authorized Official

8/13

Date

REQUIRED FORM

Bidder: Please complete this form and include with bid submission.

⁽IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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:

 The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- 2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- 4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or order this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Natama Apportunic

Signature of Contractor's Authorized Official

Natarsia Armstrong, Product Support Sales Rep. Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and one (1) Bid Copy; with all copies to include a Completed Copy of this specifications packet, in its entirety.

The County requests that bid submissions <u>NOT</u> be bound by staples or glued spines.

Each Bidder shall ensure that required parts of their bid submission are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda.

Additionally, Bidder shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or bid updates. <u>https://www.co.jefferson.tx.us/Purchasing/</u>

Failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Bids must be submitted in complete original form by mail or messenger to the following address:

Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

<u>BID PACKAGING</u>: Bidder shall submit response in a tightly sealed opaque envelope or box, plainly marked "SEALED BID." The outside of the envelope of box shall also include the IFB Number, IFB Name, IFB Due Date, and the Bidder's Name and Address; and shall be addressed to the Purchasing Agent.

All submissions must be received by 11:00 am CT, Wednesday, April 26, 2023.

Bids will be accepted at the above address until the time and date specified herein, and immediately after will be publicly opened and read aloud.

Jefferson County will not accept any responsibility for bids being delivered by third party carriers.

Late bids will not be accepted and will be returned unopened to the Bidder. Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

All bid responses submitted in response to this invitation shall become the property of Jefferson County and will be a matter of public record available for review.

All protests should be coordinated through the Purchasing Office prior to award recommendation to Commissioners' Court.

COURTHOUSE SECURITY: All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver proposals must allow time to get through Security, as a delay in entering the Courthouse will not be accepted as an excuse for late submittal. Mondays and Tuesdays are particularly heavy days. In response to the Covid-19

pandemic, Jefferson County has implemented precautionary measures as currently recommended by the CDC within its facilities. Bidders are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

January 16, 2023	Martin Luther King, Jr. Day	Monday	
February 20, 2023	President's Day	Monday	
April 7, 2023	Good Friday	Friday	
May 29, 2023	Memorial Day	Monday	
July 4, 2023	Independence Day	Tuesday	
September 4, 2023	Labor Day	Monday	
November 10, 2023	Veteran's Day	Friday	
November 23 & 24, 2023	Thanksgiving	Thursday & Friday	
December 25 & 26, 2023	Christmas Monday & Tu		
January 1, 2024	New Year's	Monday	

Submissions During Time of Inclement Weather, Disaster, or Emergency:

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the IFB closing will automatically be postponed until the next business day that County offices are open to the public. Should inclement weather conditions or any other unforeseen event cause delays in courier service operations, the County may issue an addendum to all known vendors interested in the project to extend the deadline. It will be the responsibility of the vendor to notify the county of their interest in the project should these conditions impact their ability to submit a bid/proposal/statement of qualifications submission before the stated deadline. The County reserves the right to make the final judgement call to extend any deadline.

Should an emergency or unanticipated event interrupt normal County processes, and bid/proposal/statement of qualifications submissions cannot be received by the Jefferson County Purchasing Department's office by the exact time specified in the IFB and urgent County requirements preclude amendment to the IFB, the time specified for receipt of Statements of Qualifications will be deemed to be extended to the same time of day specified in the solicitation on the first business day on which normal County processes resume.

2. PRE-BID MEETING AND WALK-THROUGH.

Due to the nature of this Bid, a Pre-Bid Conference will not be held for this project.

QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves**, **Assistant Purchasing Agent** at: <u>mistey.reeves@jeffcotx.us</u>. If no response within 72 hours, contact **Deborah Clark**, **Purchasing Agent** at: <u>deb.clark@jeffcotx.us</u>. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, April 19, 2023.

4. VENDOR REGISTRATION (System for Award Management).

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: <u>https://www.sam.gov</u>

In instances where a vendor has either an "Inactive" SAM Registration or is not currently registered with the System for Award Management, the Purchasing Department may <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

However, the SAM Registration must be completed (showing "active" status, with no exclusions) prior to the award and/or execution of an agreement or contract for the project.

BIDDER: INSERT PROOF OF SYSTEM FOR AWARD MANAGEMENT (SAM) BEHIND THIS PAGE.

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Background

The System for Award Management (SAM) is a computer system accessed by the Internet managed by the U.S. Government. Entities must have an active registration in SAM to do business with the U.S. Government. An "entity" is the company, business, or organization registering in SAM. Each entity is represented by a Unique Entity ID, which is assigned in SAM.gov.

Only individuals who are authorized to represent a particular entity, or individuals representing themselves as an entity, may register an entity in SAM. Accessing or using SAM, or information contained therein, for any unauthorized or illegal purposes, may have civil and criminal penalties, and may negatively impact the status of the SAM registration maintained for the entity.

Information for Entity

- Single Entity. Use this template to formally appoint an Entity Administrator for:

 a single, domestic entity located in the U.S. or its outlying areas, or
 a single, international entity that uses banking information from a U.S. financial institution in their SAM entity registration.
- 2. Complete the template. Fill in the blanks. Enter the highlighted information on the next two pages. *Do not* include this information page in your letter.
- 3. Print the letter on your entity's letterhead. If you don't have letterhead, enter your entity's legal business name and physical address at the top of the letter before printing.
- 4. Sign the completed letter in the presence of the notary. Make sure the person who signs the letter is someone with signatory authority, i.e., who can make commitments on behalf of the entity like an executive, officer, partner, or other authorized signatory. The notary will confirm the signatory's identity in accordance with your state's notary procedures.
- 5. Send the completed, signed, notarized letter. Log in to FSD.gov, then click on Web Form to submit your request and attach the notarized letter. Your letter will be reviewed for completeness upon receipt at the Federal Service Desk.

If incomplete or incorrect, you will be contacted.

End of information. Complete the template that follows.



04/24/2023

Purpose of Letter

The purpose of this letter is to formally appoint an Entity Administrator for the named Entity and to attest to the accuracy of the information contained in the entity registration.

Designation of Entity Administrator

I, Madison Sims Product Support Sales Manager, the below signed individual, hereby confirm that the appointed Entity Administrator holds a position within the entity (e.g., employees, officers, board members). This letter authorizes the appointed Entity Administrator to manage the Entity's registration record, its associated users, and their roles to the Entity, in the System for Award Management (SAM).

Entity Covered by this Letter

Unique Entity ID: GLNGTNV1LRP6 Legal Business Name: Mustang Machinery CO., LLC Physical Address: 12800 Northwest Freeway Houston, Texas 77040

Entity Administrator Contact Information

Full Name (First and Last): ____Madison Sims _____

Phone Number: ______346-561-2710___

Email Address: _____msims@mustangcat.com___

*The Entity Administrator must have an individual user account in SAM associated with the email address listed and hold a position with the entity being registered (e.g., employees, officers, board members), not a third party acting on behalf of the entity.

Attestation

I, the below signed, attest to the following:

- All information contained in this letter is complete and accurate.
- The Entity Administrator must have an individual user account in SAM associated with the email address listed and hold a position with the entity being registered (e.g. employees. officers, board members), not a third party acting on behalf of the entity.
- The banking information provided for Electronic Funds Transfer on the Financial Information Page in the SAM.gov registration for the Entity above is correct and accurate.

Respectfully (SIGNATURE) Х

Madison Sims

Power Support Sales Manager Msims@mustangcat.com Mustang Machinery CO., LLC 12800 Northwest Freeway Houston, Texas 77040

TO BE COMPLETED BY NOTARY (in accordance with State notary requirements)

State of Texus

County of HAIRS

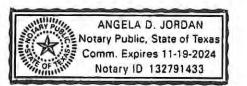
This instru	ument was ack	nowledged before m	e this 24 day of	April	(month),
2023	_ (year), by	Natassia	Armstrong	(n	ame of officer
or agent, t	itle or officer of	or agent) of Multu	ng Muchinery	CO. LLC	(name of entity).

Personally Known

Produced Identification

Type of ID and Number on ID _

(Seal)



Signature of Notary

DoldA.

Name of Notary (Typed, Stamped or Printed)

Notary Public, State of Texas

504

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5. FORM 1295 (Texas Ethics Commission) SUBMISSSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.

All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.

Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

2. Submit a FORM 1295 <u>hard copy</u> (completed & signed by an Authorized Agent of the Awarded Vendor), to the Jefferson County Purchasing Department with bid submission.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <u>https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm</u>

A sample of a completed FORM 1295 is included on PAGE 35.

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, <u>replaces the notary requirement</u> that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

Changes to the law requiring certain businesses to file a Form 1295 are in effect for contracts entered into or amended on or after January 1, 2018. The changes exempt businesses from filing a Form 1295 for certain types of contracts and replace the need for a completed Form 1295 to be notarized. Instead, the person filing a 1295 needs to complete an "unsworn declaration."

Question: Will the date of birth and address provided appear on the TEC's website when the form is filed?

<u>Answer</u>: No. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application. Although the TEC does not capture the date of birth and street address of the signatory, the contracting state agency or governmental agency will have a physical copy of the form that includes the date of birth and address of the signatory. The TEC cannot answer whether the contracting state agency or governmental agency may release such information. Questions regarding the Texas Public Information Act may be directed to the Office of the Attorney General. See also Paxton v. City of Dall., No. 03-13-00546-CV, 2015 Tex. App. LEXIS 5228, at *10-11 (App.—Austin May 22, 2015) (mem. op.) (pet. denied) (available here)

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?

The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

- a sponsored research contract of an institution of higher education
- an interagency contract of a state agency or an institution of higher education

• a contract related to health and human services if: the value of the contract cannot be determined at the time the contract is executed; and any qualified vendor is eligible for the contract

- a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity
- a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code

a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code

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SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTER	ESTED PARTIES		FORM 129
Complete Nos. 1 - 4 and 6 if there Complete Nos. 1, 2, 3, 5, and 6 if			DFFICE USE ONLY
Name of business entity filing form, and entity's place of business. **YOUR FIRM NAME HERE**		business	USIFILE
Name of governmental entity or state a which the form is being filed. **JEFFERSON COUNTY, TE)	and a second second second	act for	+ USI
Provide the identification number used and provide a description of the service **BID/CONTRACT/PO NUMBE		ate agency to track p provided upd the	ridentify the contract contract.
	City, State, Country	SNature of Int	erest (check applicabl
Name of Interested Party	(place of business)	S. Controlling	I Intermediary
IN #1 THAT WILL PROFIT FROM	THE NNN		
Check only if there is to interested	Party.	CONTROL	ECK IF NO LING OR DIARY PARTY**
UNSWORN DECURFORDN Vendor is to	o complete #6 - Unsworn D	and the second se	
(street) (st		(state) (z	, 20(year)
	Signature of autho	nized agent of contracting (Declarant)	g business entity
	DDITIONAL PAGES AS NE		
ADD A	DDITIONAL PAGES AS NE	CESSART	

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

	CERTIFICATE OF INTERESTED PAP	RTIES		FOR	508 RM 1295 1 of 1
1	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		CE	OFFICE US	
1	Name of business entity filing form, and the city, state and cou of business. Mustang Machinery Co. LLC Houston, TX United States	intry of the business entity's place	Certi 2023	ficate Number: 3-1007402 Filed:	
2	Name of governmental entity or state agency that is a party to being filed. Jefferson County	the contract for which the form is	04/1	4/2023 Acknowledged	
3	Provide the identification number used by the governmental er description of the services, goods, or other property to be prov IFB 23/024/MR Generator Inspections, Routine Maintenance and Service	ntity or state agency to track or identi vided under the contract.	fy the c	ontract, and pro	vide a
4	Name of Interested Party	City, State, Country (place of busi	ness)	(check a	of interest pplicable)
	ustang Machinery Co. LLC	Houston , TX United States	-	Controlling	Intermediary
2	Check only if there is NO Interested Party.				
	My name is Madison Sims	, and my date o	f birth is	1000	
	My address is <u>1200 NOV thwest Fwy</u> (street)	, Houston, T	state)	77040 (zip code)	USA (country)
	I declare under penalty of perjury that the foregoing is true and corre Executed inCoun				, 20 <u>23</u> . (year)
		Signature of authorized agent of cor (Declarant)	ntracting	business entity	

6. MULTIPLE VENDOR AWARD.

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

7. DELIVERY.

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the contractor, at the discretion of, and at no additional charge to, Jefferson County.

8. PAYMENT.

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

Invoices shall be submitted to:

Jefferson County Auditing Department Attention: Accounts Payable 1149 Pearl Street, 7th floor Beaumont, TX 77701.

9. USAGE REPORTS.

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

10. INSURANCE.

The contractor (including any and all subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the contractor. These requirements do not establish limits of the contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

Minimum Insurance Requirements:	
Public Liability, including Products & Completed Operations	\$1,000,000
Excess Liability	\$1,000,000

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

PAGE 37 OF 64

Property Insurance (policy below that is applicable to this project):

Improvements & Betterments Policy: Improvements/Remodeling (for Lease Tenants) Builder's Risk Policy: Structural Coverage for Construction Projects Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

- 11.1 Definitions:
 - 11.1.1 Certificate of coverage ("Certificate") A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
 - 11.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
 - 11.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract <u>refer to Section 10 above</u>.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.

- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
 - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
 - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs <u>11.1. - 11.7</u>, with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

BIDDER: INSERT COPY OF CERTIFICATE OF INSURANCE (COI) BEHIND THIS PAGE.

Note: For bid purposes, a general COI will suffice. However, a COI that includes the notation that "Jefferson County as an additional insured" will be required from Awarded Bidder(s) prior to the issuance of a Purchase Order.



CERTIFICATE OF LIABILITY INSURANCE

513 DATE (MM/DD/YYYY) 11/1/2022

THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF INS REPRESENTATIVE OR PRODUCER, A	IVEL SURA	Y OI NCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTEND OR AL	TER THE CO BETWEEN	VERAGE AFFORDED B THE ISSUING INSURER(SY THE F	POLICIES
IMPORTANT: If the certificate holder the terms and conditions of the policy certificate holder in lieu of such endor	cert	tain p	oolicies may require an er					
RODUCER	Junio	1111(0)		CONTACT NAME: Michelle	Rushing			
Bowen, Miclette & Britt Insurance Age	ncy,	LLC		PHONE (A/C, No. Ext): 713-8		FAX	713-880-7	7166
2800 North Loop West, Suite 1100 Houston TX 77092				E-MAIL ADDRESS: mrushin	a@hmhinc.co	(A/C, No):	7 13-000-1	100
10031011 177 11032				A CONTRACTORY OF A CONTRACTORY				
				INSURER A : Liberty				NAIC #
ISURED			MUSTANGTRA	INSURER B : Liberty	15			42404
Austang Machinery Company, LLC								23035
lba Mustang Cat 2800 Northwest Freeway				INSURER C : Liberty	Surplus ins C	orp		10725
Houston TX 77040				INSURER D :				
				INSURER E :				
OVERAGES CER	TIEI	CAT	E NUMBER: 680917639	INSURER F :		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	OF QUIF PERT	REME	RANCE LISTED BELOW HAV NT, TERM OR CONDITION THE INSURANCE AFFORD	OF ANY CONTRAC	T OR OTHER ES DESCRIBE	ED NAMED ABOVE FOR TH DOCUMENT WITH RESPEC D HEREIN IS SUBJECT TO	CT TO WH	HICH THIS
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(Mandatory in NH)				and all the second		E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000)
DESCRIPTION OF OPERATIONS below	_					E.L. DISEASE - POLICY LIMIT	\$ 1,000,000)
SCRIPTION OF OPERATIONS / LOCATIONS / VEHIC the following policy provisions and/or endo e policies and/or endorsements supersed vailable by emailing: certificates@bmbind eneral Liability: anket additional insured premises and op anket additional insured products and cor anket waiver of subrogation per form #CO as Attached ERTIFICATE HOLDER	e the c.com eration	ents repro- n ons p ed op	form part of the policies of i esentations made herein. E er form #CG 2010 04/13 ar perations per form #CG 203	nsurance represen Electronic copies of nd CG 2011 1219 (J	ted by this cer the policy pro _essor)	tificate of insurance. The	terms cor nts listed	ntained in below are
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*Specimen For information and/or bid		0202	only		ITH THE POLI	DESCRIBED POLICIES BE CA EREOF, NOTICE WILL E CY PROVISIONS.		
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The ACORD name and logo are registered marks of ACORD

LOC #:

ACORE

ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Bowen, Miclette & Britt Insurance Agency, LLC		NAMED INSURED Mustang Machinery Company, LLC dba Mustang Cat
POLICY NUMBER		12800 Northwest Freeway Houston TX 77040
CARRIER	NAIC CODE	
		EFFECTIVE DATE:
ADDITIONAL DEMADIZE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Blanket primary/non-contributory per form #LC 2420 11 18

Automobile:

Automobile: Blanket additional insured per form #AC 8423 08 11 Blanket waiver of subrogation per form #CA 0444 10/13 Blanket primary/non-contributory per form #AC 84 23 08/11

Worker's Compensation:

Blanket waiver of subrogation per form #WC 42 03 04 B Blanket Alternate Employer per form #WC 00 03 01 04/84

Excess Liability: Blanket additional insured per form #101XS 0300 Blanket waiver of subrogation per form #231 XS 01 13 Blanket primary/non-contributory per form #187XS 0300

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions; or
 - 2. The acts or omissions of those acting on your behalf:

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- 2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Location(s) Of Covered Operations

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy #EB7691012083282 Effective Dates: 07/01/2022-07/01/2023

COMMERCIAL GENERAL LIABILITY CG 20 11 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation Of Premises (Part Leased To You):

Any premises you lease

Name Of Person(s) Or Organization(s) (Additional Insured):

Any manager or lessor of your premises for whom you have agreed in writing prior to a loss to provide liability insurance

Additional Premium:

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

\$

This insurance does not apply to:

- 1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
- Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

 The insurance afforded to such additional insured only applies to the extent permitted by law; and

- If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

Policy #EB7691012083282 Effective Dates: 07/01/2022-07/01/2023

COMMERCIAL GENERAL LIABILITY CG 20 37 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

- The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

Name Of Additional Insured Person(s) Or Organization(s):

All persons or organizations with whom you have entered into a written contract or agreement, prior to an "occurrence" or offense, to provide additional insured status. B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Location And Description Of Completed Operations

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Instructions: Complete the form below.	Please provide legible, accurate	, and complete contact information.
PLEASE PRINT.	Contraction and the second second	

Bid Number & Name: (IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

Bidder's Company/Business Name: MUStan	a Machinery Company, uc
Bidder's TAX ID Number: 10-0421611	J 1 1 1,
If Applicable: HUB Vendor No	DBE Vendor No
Contact Person: Natassia Armstrong	
Phone Number (with area code): (409)719	-1862
Alternate Phone Number if available (with area	code):
Fax Number (with area code):	
Email Address: Narmitrong Dmustar	ngcat.com
Mailing Address (Please provide a <u>physical addr</u>	V
2905 W Cardinal Dr.	
Address Beaumont, TX 77705	
City, State, Zip Code	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 518

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SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-839-8593 or via email at: <u>deb.clark@jeffcotx.us</u>. Please reference Bid Number: IFB 23-024/MR.

SCOPE OF PROJECT

Jefferson County is soliciting bids for a generator technician to perform inspections, preventative maintenance and service on generators located in various locations for Jefferson County. Vendor shall provide copy of any applicable license with proposal. Vendor shall perform all electrical and engine work on generators.

TERMS

Individual departments will call to schedule any inspection, preventive maintenance or service for their generator. No work is guaranteed for generators listed in this proposal.

The County reserves the right to change, add, or delete service and/or locations.

Service call agreements will be made on an "as needed" basis. Repair work, other than the initial service call, resulting from this agreement shall not begin without a Notice to Proceed or Purchase Order from the County to the Vendor.

The vendor shall only proceed with repairs after the estimate has been approved by the department requesting the repair and a notice to proceed or purchase order has been issued.

 A "not to exceed" amount and description of work to be completed will be set at the time of the Notice to Proceed or Purchase Order agreed upon by both parties.

Awarded vendor shall furnish all labor, tools, transportation, equipment materials and supplies as required to complete the service request, to provide a working system, complete in all respects. All work shall be in compliance with Federal, State and Local Codes. All equipment or components must be installed in accordance with manufacturer's recommendations.

Vendor shall repair any damage caused by the Vendor and its employees at no cost to the County.

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain firm/fixed. Written requests for price revisions after the first year shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components or CPI increases, involved in the contract. Price increase shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

All hourly cost proposals must be to service the generators listed in the IFB. Any additional costs not included on the Bid Form on page 49 of this IFB will not be allowed. This includes but is not limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

INSPECTIONS

Vendor will provide semi-annual inspections for generators for Jefferson County upon the request of each department. These inspections shall include the following systems:

- 1. General Condition of Generator
 - Check generator area for obstructions
 - Wipe off unit
 - Clean oil, coolant, fuel & acid deposits
 - Check housing for leaks or corrosion
- 2. Starting System & Charging System
 - Visually inspect batteries for damage or leakage
 - Clean batteries with acid neutralizer
 - Clean & tighten all battery cable connections
 - Perform battery load test
 - Inspect battery charger for proper operation, loose terminals and deteriorated wiring
 - Starting motor inspect electrical connections and wiring.
 - Air starter inspect oil jar and feeder operation
 - Inspect alternator for proper operation, loose connections and mounting hardware
 - Check belts, pulley and voltage output
- 3. Engine Cooling System
 - Visually inspect radiator/heat exchanger for leaks, damage and debris
 - Check radiator/heat exchanger louver operation
 - · Visually inspect coolant for correct levels and condition of coolant
 - Check coolant conditioner concentration and temperature protection
 - Check filler cap gasket and sealing surface
 - Visually inspect all hoses for deterioration
 - Check tightness of connections
 - Fan Drive Pulley & Fan check for loose or worn pulleys, lube fan drive bearing
 - Check fan operation and clearance
 - Inspect fan belts for wear and/or deterioration. Check tension and adjust as needed
 - Inspect jacket water heater for proper operation
 - Inspect water pump visually and operationally for leaks and/or unusual noises
- 4. Engine Fuel System
 - Visually inspect fuel tank for leaks, damage and fuel level
 - Test day tank pump for proper operation
 - Inspect fuel condition for contaminants
 - Drain water from fuel tank of water separator
 - Visually inspect fuel lines for leaks and tightness of connections
 - Check line brackets
 - Inspect governor oil level
 - · Inspect controls and linkage for proper operation. Add oil as necessary
 - Inspect fuel filters for damage, leaks and proper operation. Change when necessary
 - Fill Port Info Special fittings, adapters needed, extra hose length, access to tank and other restrictions that may hamper fueling
- 5. Air Induction & Exhaust System
 - Air Filter Service Indicator Note reading. Inspect for proper operation. Reset indicator.
 - Inspect air filter. Clean and/or replace as necessary

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County 520

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- Air Inlet System Inspect piping and air filter housing for damage, loose connections and evidence of leaks
- Clean air filter housing if air filter is cleaned and replaced. Check housing seals and gaskets
- Inspect turbocharger for oil leakage or exhaust leakage. Check for unusual noises and proper operation
- Inspect exhaust manifold for damage, loose or missing hardware, and evidence of exhaust leakage and wet-stacking. Load bank recommendation if necessary
- Exhaust System Inspect silencer and piping for damage, corrosion or leakage. Check rain cap
- Check supports for vibration damage and loose connections
- 6. Lube Oil System
 - Visually inspect for correct oil level and add when necessary, inspect for leaks
 - Note oil pressure
 - Operational and visual inspection of prelube pump
 - Inspect crankcase breather for proper operation. Check connections and inspect hose for deterioration. Note and report excessive blow by
- 7. Engine Monitors & Safety Controls (All PM Levels)
 - Check safety controls for loose connections and wiring deterioration
 - Check for proper operation of all safety controls and alarms
 - Remote Annunciator and Alarm Inspect all panels and system alarms for proper functions
- 8. Ignition System (All PM Levels)
 - Check spark plug condition and electrode gap
 - Check spark plug wires for condition and connections for corrosion
 - Check ignition coils condition and connections for corrosion
- 9. Control Panels (All PM Levels)
 - Voltmeter Operational check for correct reading. Check voltage level
 - Frequency Meter Operational check for correct reading
 - Check alarm history
- 10. Generator Rear Bearings & Vibration Isolators
 - Lubricate generator rear bearing if applicable
 - Check vibration isolators for proper adjustment and condition
- 11. Transfer Switch (All PM Levels)
 - Check for leaks/corrosion on cabinets
 - Verify connections are tight on lugs
 - Check voltage across contacts
 - Lube as necessary
 - Verify exercise program
 - Functional test of unit
 - Verify time delays
 - Check for hot spots

Upon completion of the inspection, the vendor will ensure the generator is put back into stand-by mode.

Vendor will provide an inspection report within 15 days of the inspection to the department requesting the inspection that details the following:

- 1. Record of all findings of the inspections.
- 2. Record of any unsafe conditions.
- 3. Record of any corrective action taken.
- 4. Report recommendations for replacement of minor and major components.

PREVENTATIVE MAINTENANCE

Vendor will provide preventative maintenance for each generator upon the request of each department for Jefferson County as needed to maintain the proper functioning of the generators. This includes, but not limited to oil and filter changes.

Vendor will provide a report of all preventative maintenance performed on the generator to the department requesting the maintenance. Upon completion of preventative maintenance, the vendor will ensure the generator is put back into stand-by mode.

SERVICE CALLS

Vendor will provide service for generators when the generator is not functioning properly upon the request of each department or the Purchasing Department. Vendor will get approval from each department before replacing or ordering any parts for repair. Upon completion of service call, vendor will ensure the generator is put back into stand-by mode. This service will include calls 24 hours a day, 7 days a week. Vendor will also provide service during any man-made or natural disaster/emergency. Service calls in this agreement are made on an "as needed" basis as no repair work shall result from this agreement, other than the initial service call, without a written Notice to Proceed or Purchase Order from the County to the Vendor. A "not to exceed" amount and description of work to be completed will be set in the Notice to Proceed or Purchase Order agreed upon by both parties.

- 1. Non-Emergency Call-Out Verbally respond to requests for non-emergency service to any generator within four (4) hours and be on site to perform repairs within forty-eight (48) hours after being contacted.
- Emergency Call-Out Verbally respond to requests for emergency service to any generator within one
 (1) hour and be on site to perform repairs within three (3) hours after being contacted.

GENERATOR LIST

This is the list of current generators located throughout Jefferson County that will need to be serviced and inspected. Generators may be added or removed upon the discretion of Jefferson County.

Department	Address	Make	Model	Output Rating	Inspection
Sabine Pass	5960 South 1st Street, Sabine Pass, TX 77655	Baldor	IDLC150 -3JU	150 KW	Yes
Courthouse	1149 Pearl St., Beaumont, TX 77701	Baldor	IDLC 2000	2 MEG	Yes
JC Service Center	7789 Vitterbo Rd, Beaumont, TX 77705	Baldor	IDLC 40	40 KW	Yes

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

523		

Department	Address	Make		Output Rating	Inspection
Pct. 1	20205 W. Hwy 90, China, TX 77613	ET I		200 KW	No
Pct. 2	7759 Viterbo Rd, Beaumont, TX 77705	Baldor	IDLC 100	100 KW	No
Pct. 3	5700 Jade Ave., Pt. Arthur, TX 77640	Baldor	TS80T	60 KW	Yes
Pct. 4	7780 Boyt Rd., Beaumont, TX 77713	Baldor	IDLC 150	150 KW	No
Health & Welfare/Annex 1	1295 Pearl St., Beaumont, TX 77701	Caterpillar	D545	500 KW	Yes
Mosquito Control	8905 First St., Beaumont, TX 77705	Baldor	IDLC 80	80 KW	Yes
Narcotics/Sheriff Hanger	4640 Hanger Dr., Beaumont, TX 77705	Baldor	TS 130T	100 KW	Yes
Pt. Arthur Courthouse	709 Lakeshore Dr., Pt. Arthur, TX 77640	Baldor	TS350T	250 KW	No
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	500DFF B	500 KW	Yes
Correctional Facility	5030 Hwy 69 S, Beaumont, TX 77701	Onan	400DFE B	400 KW	Yes
Radio Tower Hwy 73	118235 Hwy 73, Beaumont, TX 77705	Generac	RG0605 45ANAX	60 KW	Yes
Radio Tower Hwy 90	1991 N. Meeker Rd, Beaumont, TX 77713	Kohler		20 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Gate 1	Kohler	150RE0 ZJ01	155 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Jerry Ware Terminal	Kohler	100ROZJ D	100 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ Firehouse	Kohler	20ROZJ	25 KW	Yes
Airport	5000 Jerry Ware Dr., Beaumont, TX 77705/ New Terminal	Generac	P22FE	600 KW	Yes



Power Systems P.O. Box 5383 Houston, TX 77251-1373

24 Hour Line (713) 452-7204

		al Inspections Quote	And Street Are	
			4/14/2023	NA04142023-01
CUSTOMER		CUSTOMER NUMBER	CONTACT	ADDRESS
Jefferson Co	ounty	NA04142023-01	Deborah Clark deb.clark@jeffcotx.us	1149 Pearl Street, 1st Floor Beaumont, T 77701
MAKE/MODEL	SERIAL NU	JMBER SI	MR PHONE NUMBER	FAX NUMBER
Multiple	_	0	0 409-835-8593	-
		Scope o	f Work to be Performed:	
		t Street, Sabine Pass, TX 776	55	
1 - Semi-Annual	Inspection			\$725.
		, Beaumont, TX 77701		
1 - Semi-Annual	Inspection			\$696.
de transfer				
		terbo Rd, Beaumont, TX 777	05	
1 - Semi-Annual	Inspection			\$495.
Det 2 5700	Ave Det	Arthur TV 77640		
1 - Semi-Annual		Arthur, TX 77640		
1 - Senn-Annual	inspection			\$632.
Health & Welfa	ro/Annov 1	- 1295 Pearl St., Beaumont, T	V 77701	
1 - Semi-Annual		1255 Fear St., beaumont, 1	×77701	\$500.
1 John Mindu	mopeetion			\$500.
Mosquito Contr	ol - 8905 Fir	st St., Beaumont, TX 77705		
1 - Semi-Annual				\$402.
				• 102.
Narcotics/Sheri	ff Hanger - 4	640 Hanger Dr., Beaumont,	TX 77705	
1 - Semi-Annual	Inspection			\$402.
		Hwy 69 S, Beaumont, TX 777	01	Area -
1 - Semi-Annual	Inspection			\$402.
		Hwy 69 S, Beaumont, TX 777	01	
1 - Semi-Annual	Inspection			\$402.
Radio Tower Hu	N 72 - 1197	35 Hwy 73, Beaumont, TX 77	705	
1 - Semi-Annual		55 nwy 75, Deaumont, 1X 77	/05	\$725.
	inspection			\$725.
Radio Tower Hw	y 90 - 1991	N. Meeker Rd., Beaumont, T	X 77713	
1 - Semi-Annual			CALCULATED.	\$446.
				•
Airport - 5000 Je	erry Ware Di	r., Beaumont, TX 77705 / Gat	:e 1	
1 - Semi-Annual	Inspection			\$402.
		r., Beaumont, TX 77705 / Jer	ry Ware Terminal	
1 - Semi-Annual	Inspection			\$402.

MUSTANG CAT		525
Power Systems		
P.O. Box 5383	12800 Northwest Freeway	24 Hour Line (713) 452-720
Houston, TX 77251-1373	Houston, TX 77040	2411001 Line (713/432424
		ĺ.
Airport - 5000 Jerry Ware Dr., Beau	imont, TX 77705 / Firehouse	1000
1 - Semi-Annual Inspection		\$353.00
Airport - 5000 Jerry Ware Dr., Beau	mont, TX 77705 / New Terminal	
1 - Semi-Annual Inspection		\$451.00
Includes Labor, Materials and	Travel Sub-Total	\$7,435.00
	Environmental Fee	\$223.05
	Supply Charge	\$148.70
NOTES: TAXES NOT INCLUD	Supply Charge Total ED. All maintenance, repairs to be performed between 7	\$12,693.75 :00 AM and 3:30 PM Monday-
Friday. Unit must be available for	Supply Charge Total ED. All maintenance, repairs to be performed between 7 servicing upon arrival of technician. If the technician me eased for servicing a one-time charge of \$250.00 will be n	\$12,693.75 2:00 AM and 3:30 PM Monday- ust wait an additional hourly charge
Friday. Unit must be available for will be made. If the unit is not rele days. IF ADDITIONAL REPAIRS AF In consideration of the sale of Goods and/or Servi It is further agreed that each past due account shal also be entitled to a reasonable attorney's fee. "M assigns all or any part of Debtor's indebtedness, th office(s) of Mustang in Houston, Harris County, T THAT same are warranted by the Standard Caterp at Mustang's premises of those parts found to be c INCIDENTAL CONSEQUENTIAL OR SPECIAI	Supply Charge Total ED. All maintenance, repairs to be performed between 7 servicing upon arrival of technician. If the technician me based for servicing a one-time charge of \$250.00 will be n ERENEEDE: Stop WORK UNTIL CUSTOMER CIVES APPROVAL. Ces by Mustang Machinery Company, LLC. 1 (or we) hereby agree to pay you for s I bear interest at the rate of 18% per annum, and that if any account is placed in the lustang' means and includes Mustang Machinery Company, LLC, corporate subsidi nan so far as the assigned portion thereof, its assigns. All obligations of the undersig "exas. WARRANTY POLICY: MUSTANG WARRANTS THE PARTS CONVEY billar Parts Warranty or by other manufacturer thereof. Customer's sole and exclusive defective within the applicable warranty period. NO OTHER REMEDY, INCLUDID DAMAGES, INCLUDING LOSS OF TIME OR INJURY TO PERSON OR PROD IS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED	\$12,693.75 :00 AM and 3:30 PM Monday- ust wait an additional hourly charge nade. This quote is good for thirty DIFY CUSTOMER BUT CONTINUE REPAIRS. ame at your office in Houston, Harris County, Texas. hands of an attorney for collection, Mustang shall aries, its corporate successors, and in the event it gned under this Agreement are to be performed at the 'ED HEREUNDER ONLY TO THE EXTENT ve remedy shall be limited to repair or replacement NG BUT NOT LIMITED TO CLAIMS FOR PERTY OR ANY OTHER ECONOMIC LOSS
Friday. Unit must be available for will be made. If the unit is not rele days. IF ADDITIONAL REPAIRS AF In consideration of the sale of Goods and/or Servi It is further agreed that each past due account shal also be entitled to a reasonable attorney's fee. "M assigns all or any part of Debtor's indebtedness, th office(s) of Mustang in Houston, Harris County. T THAT same are warranted by the Standard Caterp at Mustang's premises of those parts found to be of INCIDENTAL CONSEQUENTIAL OR SPECIAI SHALL BE AVAILABLE TO CUSTOMER. THI WARRANTIES OF MERCHANTABILITY AND	Supply Charge Total ED. All maintenance, repairs to be performed between 7 servicing upon arrival of technician. If the technician me based for servicing a one-time charge of \$250.00 will be n ERENEEDE: Stop WORK UNTIL CUSTOMER CIVES APPROVAL. Ces by Mustang Machinery Company, LLC. 1 (or we) hereby agree to pay you for s I bear interest at the rate of 18% per annum, and that if any account is placed in the lustang' means and includes Mustang Machinery Company, LLC, corporate subsidi nan so far as the assigned portion thereof, its assigns. All obligations of the undersig "exas. WARRANTY POLICY: MUSTANG WARRANTS THE PARTS CONVEY billar Parts Warranty or by other manufacturer thereof. Customer's sole and exclusive defective within the applicable warranty period. NO OTHER REMEDY, INCLUDID DAMAGES, INCLUDING LOSS OF TIME OR INJURY TO PERSON OR PROD IS WARRANTY IS EXPRESSLY IN LIEU OF ALL WARRANTIES, EXPRESSED	\$12,693.75 :00 AM and 3:30 PM Monday- ust wait an additional hourly charge nade. This quote is good for thirty DIFY CUSTOMER BUT CONTINUE REPAIRS. ame at your office in Houston, Harris County, Texas. hands of an attorney for collection, Mustang shall aries, its corporate successors, and in the event it gned under this Agreement are to be performed at the 'ED HEREUNDER ONLY TO THE EXTENT ve remedy shall be limited to repair or replacement NG BUT NOT LIMITED TO CLAIMS FOR PERTY OR ANY OTHER ECONOMIC LOSS
Friday. Unit must be available for will be made. If the unit is not rele days. IF ADDITIONAL REPAIRS AF In consideration of the sale of Goods and/or Servi It is further agreed that each past due account shal also be entitled to a reasonable attorney's fee. "M assigns all or any part of Debtor's indebtedness, th office(s) of Mustang in Houston, Harris County, T THAT same are warranted by the Standard Caterp at Mustang's premises of those parts found to be of INCIDENTAL CONSEQUENTIAL OR SPECIAI SHALL BE AVAILABLE TO CUSTOMER. THI	Supply Charge Total ED. All maintenance, repairs to be performed between 7 servicing upon arrival of technician. If the technician me based for servicing a one-time charge of \$250.00 will be not RENEEDE: Carbon Control Contr	\$12,693.75 :00 AM and 3:30 PM Monday- ust wait an additional hourly charge nade. This quote is good for thirty DIFY CUSTOMER BUT CONTINUE REPAIRS. ame at your office in Houston, Harris County, Texas. hands of an attorney for collection, Mustang shall aries, its corporate successors, and in the event it gned under this Agreement are to be performed at the 'ED HEREUNDER ONLY TO THE EXTENT ve remedy shall be limited to repair or replacement NG BUT NOT LIMITED TO CLAIMS FOR PERTY OR ANY OTHER ECONOMIC LOSS

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): N/π , _____,

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

12800 North Address	west fi	NY.	<u>Natassia Arn</u> Name & Title	nstrong
Houston	TX	77040	(409)719-180	02
City	State	Zip	Phone	Fax
Notanie A Signature of Pers			E-mail	@ Musturg cat. con
Matassia Ar Printed Name	maron	9	-	
Product Supp	ort save	s Rep.	_	

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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The Offer is hereby accepted for the following items: Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-024/MR, Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick Jefferson County Judge

Date

ATTEST:

Roxanne Acosta Hellberg Jefferson County Clerk

BID FORM

Item	Description	Labor Charge Per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$_194 /hour
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$ <u>196</u> /hour
3	Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$ 294 /hour
4	Helper accompanying Generator Technician during after-hours (Monday-Friday 5:00 pm - 8:00 am, and all day Saturday & Sunday)	\$ 294 /hour
5	Generator Technician for services on Holidays	\$368 /hour
6	Helper accompanying Generator Technician for services on Holidays	\$368 /hour
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$_194 /hour
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$_196 /hour
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$_244 /hour
10	Helper accompanying Generator Technician for emergency disaster relief service after- hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$ <u>294</u> /hour
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$ <u>368</u> /hour
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	\$ <u>368</u> /hour
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at 35 % markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	_35_%
14	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	184.40 per mi

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County PAGE 49 OF 64

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.	REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.
REFERENCE ONE	
Government/Company Name: POrt Arthur ISD	
Address: 6101 Twin City Hwy. Port Arthur,	TX 77642
Contact Person and Title: Debra Cormier, Mainter	nance,
Phone: (409)460-3763 Fax:	
Email Address: debra Cormier Spaisd. Drg Contract Period	: 1022-2023
scope of Work: PM Inspections, Load Test Annua REFERENCE TWO	
Government/Company Name: City of Blaumont	
Address: 1550 Pine St. Beaumont, TX 17703	
Contact Person and Title: Troy Pierce, Superintero	lent
Phone: 1409)1070-2015 Fax:	
Email Address: Troy Pierce & Beaumont Texas on Period	1022-2023
Scope of Work: PM Inspections, Annual Maintenance	Service on Generators
REFERENCE THREE	
Government/Company Name: Beaumont Tower Ventu	res
Address: 1615 Calder Ave. STELDOD Beau	mont, TX 17022
Contact Person and Title: Jorge Bracamontes	
Phone: 14091273-0175 Fax:	
Email Address: Jbracamontes Dgriffin Pertners.con	1022-2023
scope of Work: PM INSPECTIONS, ANNUAL Maintena	nce, Load Test Annually, Se
	Ge

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions?......Yes No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Bidder (Entity Name)

12800 NOVHUNPST

Street & Mailing Address

Houston, Tx 17040

409)719-1862

Telephone Number

Narmstrong DMustan

Signature Annafolong

Date Signed

Fax Number

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

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

Armittong Name and Title of Contractor's Authorized Official (Please Print)

Date

REQUIRED FORM Bidder: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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CONFLICT OF INTEREST QUESTIONNAIRE

CE USE ONLY
d
ng authority not uestionnaire was
e vendor has an Attach additional - than Investment
ection of the local ntal entity?
which the local ?
ed in this section.
123

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County 532

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LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

	이 걸려가 잘 못 못 한 것을 걸릴 것이	NT OFFICER SURE STATEMENT	FORM CIS
This	questionnaire reflects changes ma	de to the law by H.B. 23, 84th Leg., Regular Sossion.	OFFICE USE ONLY
gove	s is the notice to the appropriate erriment officer has become awar coordance with Chapter 176, Loca	 local governmental entity that the following local re of facts that require the officer to file this statement al Government Code. 	Date Received
I N	ame of Local Government Office	er	
2 0	lfice Held		
3 N	ame of vendor described by Sec	ctions 176.001(7) and 176.003(a), Local Government (Code
t D	escription of the nature and ext	ent of employment or other business relationship wi	th vendor named in item 3
	om vendor named in item 3 exc	overnment officer and any family member, if aggrega eeds \$100 during the 12-month period described by	
D	ate Gift Accepted	Description of Gift	
		Description of Gift	
D	ate Gift Accepted		
D	ate Gift Accepted	Description of Gift	
D	ate Gift Accepted	Description of Gift	i true and correct. I acknowledge ned by Section 176.001(2), Local acknowledge that this statement
a a	ate Gift Accepted	Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. I also	i true and correct. I acknowledge red by Section 176.001(2), Local acknowledge that this statement)(2)(B), Local Government Code
0 0 4 ³	ate Gift Accepted	Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a Signature of Local O	i true and correct. I acknowledge ed by Section 176.001(2), Local acknowledge that this statement)(2)(B), Local Government Code.
۵ ۵ ۹ ڈ	ate Gift Accepted ate Gift Accepted AFFIDAVIT NEFIX NOTARY STAMP / SEAL ABO Norn to and subscribed before me, by th	Description of Gift Description of Gift (attach additional forms as necessary) I swear under penalty of parjury that the above statement is that the disclosure applies to each family member (as defin Government Code) of this local government officer. Lalso covers the 12-month period described by Section 176.003(a Signature of Local O	i true and correct. I acknowledge ed by Section 176.001(2), Local acknowledge that this statement)(2)(B), Local Government Code.
D D S S V O	ate Gift Accepted ate Gift Accepted AFFIDAVIT NEFIX NOTARY STAMP / SEAL ABO Norn to and subscribed before me, by th	Description of Gift	i true and correct. I acknowledge hed by Section 176.001(2), Local acknowledge that this statement J(2)(B), Local Government Code.

THIS FORM IS FOR OFFICE USE ONLY

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize subcontractors/subconsultants in the fulfillment of this contract (if awarded). \Box Yes Δ No

Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

Did the Prime Contractor/Consultant . . .?

□ Yes	□ No	1.	To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
□ Yes	🗆 No	2.	Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
🗆 Yes	□ No	3.	Provide HUBs that were genuinely interested in bidding on a subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contract within the Prime Contractor/Consultant's organization)?
□ Yes	🗆 No	4.	Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
□ Yes	🗆 No	5.	Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
🗆 Yes	🗆 No	6.	If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why.

If "No" was selected, please explain and include any pertinent documentation with your bid. If necessary, please use a separate sheet to answer the above questions.

adison iml

Printed Name of Authorized Representative

Signature

Date

Product Support JAIC Manager Title

REQUIRED FORM Bidder: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH HISTORICALLY UNDERUTILIZED BUSINESS (HUB)

Contractor Name:			H	IUB: 🗌 Yes 🔲	No
Address:Street	City	Charles	71		
	City	State	Zip		
Phone (with area code):		Fax (with	n area code):		
Project Title & No.:					
Prime Contract Amount: \$\$					
HUB Subcontractor Name:					
HUB Status (Gender & Ethnicity):					
Certifying Agency: 🛛 🗆 Tx. Bldg &	Procurement Comm.	Jefferson County [Tx Unified Certifica	ation Prog.	
Address:Street	Procurement Comm. E	State	Zip		
Address:	City	State			
Address: Street Phone (with area code): Proposed Subcontract Amount:	City _\$	State Fax (with	Zip		
Address:StreetPhone (with area code):	City _\$	State Fax (with Percer	Zip n area code):	act:	%
Address:Street Phone (with area code): Proposed Subcontract Amount:	City \$	State Fax (with Percer	Zlp n area code): ntage of Prime Contra	act:	%
Address:Street Phone (with area code): Proposed Subcontract Amount: Description of Subcontract Work to	City	State Fax (with Percer	Zip n area code): ntage of Prime Contra	act:	%

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

	PAGE	1 OF 4	
Bidder intends to utilize subcontract	ors/subconsul	tants in the fulfillment	of this contract (if awarde
Prime Contractor:			HUB: Yes No
HUB Status (Gender & Ethnicity):			
Address:			
Street	City	State Zip	
Phone (with area code):		Fax (with area code):	
Project Title & No.:		IFB/RFP No.:	
Total Contract: _\$		Total HUB Subcontract(s):	\$
Construction HUB Goals: 12.8% MBE::	-	% 12.6% WBE:	%
Sub-male: 17 African Ama	rican 0.7% Hissan	ic, 0.7% Native American, 0.8%	
		a guide to diversify.	a Asian American.
	erified HUB Sub infor	mation Date:	Initials:
Verification date HUB Program Office reviewed and vertex of the subcontractor Disclosur HUB Subcontractor Name:	E	mation Date:	
Verification date HUB Program Office reviewed and vertex of the subcontractor Disclosur HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	E		
Verification date HUB Program Office reviewed and verification date HUB Program Office reviewed and verification date HUB SUBCONTRACTOR DISCLOSUR HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency:	E		
Verification date HUB Program Office reviewed and verification date HUB SUBCONTRACTOR DISCLOSUR HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Compared Disclosure Address: Compared Disclosure Street	E ement Comm.] Texas Unified Certification Pr State Zip	
Verification date HUB Program Office reviewed and verification date HUB Program Office reviewed and verified and the subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: Contact person:	E ement Comm.] Texas Unified Certification Pr State Zip Title:	rog.
Verification date HUB Program Office reviewed and verification date HUB Program Office reviewed and verification date HUB SUBCONTRACTOR DISCLOSUR HUB Subcontractor Name: HUB Status (Gender & Ethnicity): ertifying Agency: HUB Status (Gender & Ethnicity): Ertifying Agency: Extract December 2012 Contact person: Phone (with area code):	ement Comm.] Texas Unified Certification Pr State Zip Title: Fax (with area code):	rog.
HUB Status (Gender & Ethnicity): Certifying Agency:	ement Comm.] Texas Unified Certification Pr State Zip Title: Fax (with area code): Percentage of Prime	rog.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

Certifying Agency:	🗌 Tx. Bidg	& Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
Address:					
	Street	City	State	Zip	
Contact person:			Title:		_
Phone (with area co	ode):		Fax (with	n area code):	
Proposed Subcontra	act Amount:	\$	Percer	ntage of Prime Contract:	%
Description of Subc	ontract Work to	be Performed			
HUB Status (Gender	& Ethnicity):				
	[∙] & Ethnicity): □ Tx. Bldg	& Procurement Comm.	Jefferson County	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency:	• & Ethnicity): Tx. Bldg Street	& Procurement Comm. City	Jefferson County State	Tx Unified Certification Prog.	
HUB Status (Gender ertifying Agency:	• & Ethnicity): Tx. Bldg Street	& Procurement Comm.	Jefferson County State	Tx Unified Certification Prog.	
HUB Status (Gender Certifying Agency: Address:	& Ethnicity):	& Procurement Comm. City	Jefferson County State Title:	Tx Unified Certification Prog.	
HUB Status (Gender Certifying Agency: Address: Contact person:	& Ethnicity):	& Procurement Comm. City	Jefferson County State Title: Fax (with	Tx Unified Certification Prog. Zip	
HUB Status (Gender Certifying Agency: Address: Contact person: Phone (with area co	• & Ethnicity): Tx. Bldg Street ode): act Amount:	& Procurement Comm. City	Jefferson County State Title: Fax (with Percer	Tx Unified Certification Prog. Zip	%

REQUIRED FORM

<u>Bidder</u>: Please complete this form and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING 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:		
Vas the	Jefferson County HUB Office contacted for assistance in locating HUBs?	Yes	No No

PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Address:Street	City	P1-1-1 71-1		
Street	City	State Zip		
Contact person:		Title:		
Phone (with area code):		Fax (with area co	de):	
Proposed Subcontract Amount: \$\$		Percentage of I	Prime Contract:	%
Description of Subcontract Work to be Perfo	rmed:			_
Subcontractor Name:				
Address:				
Street	City	State Zip	·	
Contact person:		Title:		
Phone (with area code):		Fax (with area co	de):	
Proposed Subcontract Amount: \$		Percentage of I	Prime Contract:	%
Description of Subcontract Work to be Perfo	rmed.			
REQUIRED FORM				
Bidder: Please complete this for	m			
and include with bid submission				

₅₃₉ 539

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 Per	formed:		
Description of Subcontract Work to be Per	formed:		
Description of Subcontract Work to be Per	formed:		
Description of Subcontract Work to be Per Subcontractor Name: Address: Street	formed:	State Zip	
Description of Subcontract Work to be Per Subcontractor Name: Address: Street	formed:	State Zip	
Description of Subcontract Work to be Per Subcontractor Name: Address: Street Contact person:	formed:	State Zip Title: Fax (with area code):	
Description of Subcontract Work to be Per Subcontractor Name: Address: Street Contact person: Phone (with area code):	formed:	State Zip Title: Fax (with area code):	%

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:	REQUIRED FORM
Date:	Bidder: Please complete this form
E-mail address:	and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

PAGE 60 OF 64

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.
- I certify that Mustang Machinery G. W [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.
- I certify that _____ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is ______ (city and state).

Taxpayer Identifica	tion Number (T.I.N.):	20-0421411
Company Name sul	omitting bid/proposal:	Mustang Machinery Co. UC
Mailing address:	12800 Northwest Fwy. Houston, Tx 77040	

Property: List all taxable property owned by you or above partnerships in Jefferson County.

lefferson County Tax Acct. No.*	Property address or location**

- * This is the property amount identification number assigned by the Jefferson County Appraisal District.
- ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission.

I, <u>MATASSIA (LYMSTYONG</u>, the undersigned representative of (company or business name) <u>MASTANG</u> <u>MACHINERY CO. UC</u> (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.

Natarrie Annothing Signature of Company Representative

4/18/23

Date

On this 18th day of upril	, 20 <u>13</u> , personally appeared
---------------------------	--------------------------------------

Natassia armstrong	, the above-named person, who after by me being
duly sworn, did swear and confirm that the	above is true and correct.

Notary Seal

and confirm that the above is true and col	nect.
Notary Signature	
4/18/2023	
Date	
ANGELA D. JORDAN Notary Public, State of Texas	REQUIRED FORM <u>Bidder</u> : Please complete this form and include with bid submission.
Comm. Expires 11-19-2024 Notary ID 132791433	and include with bid submission.

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

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On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

542

542

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BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF TX COUNTY OF HOURTIS
BEFORE ME, the undersigned authority, a Notary Public in and for the State of $\underline{\top X}$
on this day personally appeared <u>NATASSIA ACMSTRONG</u> , who (name)
after being by me duly sworn, did depose and say:
"I, <u>Natassia amufrong</u> am a duly authorized officer of/agent (name) for <u>Mustang Machinery Co. UC</u> and have been duly authorized to execute the
(name of firm) foregoing on behalf of the said <u>MUSTANG MACHINERY CO.UC</u> . (name of firm)
I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."
Name and address of Bidder: MUStang Machinery Co. UC
12800 Northwest FWY, Houston, TX 17040
Fax:
by: <u>Matassia Urmittong</u> Title: <u>Product Support Sales Reg</u> . (print name)
Signature: Nataria Annotany
SUBSCRIBED AND SWORN to before me by the above-named
this the 18th day of april 2023.

Notary Public in and for

the State of T

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. ANGELA D. JORDAN Notary Public, State of Texas Comm. Expires 11-19-2024 Notary ID 132791433

(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

PAGE 64 OF 64

The Offer is hereby accepted for the following items: Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-024/MR, Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Brahic Jefferson County Judge

Date

ATTEST:

Roxanne Acosta Hellberg Jefferson County Clerk



(IFB 23-024/MR) Re-Bid Term Contract for Generator Inspections, Routine Maintenance & Service for Jefferson County

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): _____, ____, ____, ____, ____,

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

For clarification of this offer, contact:		
indy Perez <u>CEO</u>		
lame & Title		
109-460-3069		
hone Fax		
FPS@cat5resources.com		
-mail		

REQUIRED FORM <u>Bidder</u>: Please complete this form and include with bid submission. 545

Preliminary Tabulation IFB 23-024/MR Re-Bid Term Contract for Generator Inspections, Routine Maintenance and Service for Jefferson County

Opening Date: April 26, 2023

		Clifford Power Systems, Inc. 22811 Industry Lane Tomball, TX 77375 Peter Psarovarkas Phone: 346-237-5884 email: ppsavorarkas@cliffordpo wer.com	Mustang Machinery Company, LLC 12800 Northwest Fwy Houston, TX 77040 Natassia Armstrong Phone: 409-719-1862 email: narmstrong@mustangcat. com	ARCCO Company Services, Inc. 3400 Awesome Ln LaPorte, TX 77571 Tom Sanders Phone: 281-885-4231 Fax: 225-275-1198 email: tsanders@arccoc.om	Cat5 Resources LLC 6757 Patillo Road Beaumont, TX 77705 Cindy Perez Phone: 409-460-3069 Fax: 888-663-4161 email: rfps@cat5resources.com	Emergency Power Services P.O. Box 8 Silsbee, TX 77656 John Baker Phone: 409-658-0765 Fax: 409-246-8164 email: jb17@wt.net
Item	Description	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour
1	Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	\$170.00	\$196.00	\$99.00 Gemerator Tech. \$119.00 Electrician	\$95.00	\$165.00
2	Helper accompanying Generator Technician during working hours (Monday-Friday, 8:00 am to 5:00 pm)	No Bid	\$196.00	\$79.00	\$85.00	\$82.50
3	Generator Technician during after-hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	\$225 - Saturday \$340 - Sunday	\$294.00	\$99.00 Generator Tech. \$149.00 Electrician	\$125.00	\$247.50
4	Helper accompanying Generator Technician during after- hours (Monday-Friday 5:00 pm – 8:00 am, and all day Saturday & Sunday)	No Bid	\$294.00	\$79.00	\$110.00	\$123.75
5	Generator Technician for services on Holidays	\$340.00 - 4 hour minimum	\$368.00	\$148.50 Generator Tech. \$149.00 Electrician	\$125.00	\$330.00
6	Helper accompanying Generator Technician for services on Holidays	No Bid	\$368.00	\$118.50	\$110.00	\$165.00

Item	Description	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour	Labor Charge per Hour
7	Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	\$170.00	\$196.00	\$99.00 Gemerator Tech. \$149.00 Electrician	\$130.00	\$165.00
8	Helper accompanying Generator Technician for disaster relief service during mandatory/voluntary County evacuation (Monday-Friday, 8:00 am to 5:00 pm)	No Bid	\$196.00	\$79.00	\$120.00	\$82.50
9	Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	\$340.00 - 4 hour minimum	\$294.00	\$148.50 Generator Tech. \$149.00 Electrician	\$130.00	\$247.50
10	Helper accompanying Generator Technician for emergency disaster relief service after-hours during mandatory/voluntary County evacuation (Monday-Friday 5:00 pm to 8:00 am)	No Bid	\$294.00	\$118.50	\$120.00	\$123.50
11	Generator Technician for emergency disaster service relief during mandatory/voluntary County evacuation (Holidays)	\$340.00	\$368.00	\$148.50	\$130.00	\$330.00
12	Helper accompanying Generator Technician for emergency disaster service during mandatory/ voluntary county evacuation (Holidays)	No Bid	\$368.00	\$118.50	\$120.00	\$165.00
13	Materials, supplies, and/or equipment furnished by contractor shall be billed at% markup. Jefferson County reserves the right to request copies of invoices made to contractor from supplier including freight charges.	20%	35%	20%	15%	35%
14	Additional charges (Including, but no limited to inspection fee, service call charge, mileage charges, fuel surcharges, miscellaneous supply charges)	\$3.25/mile	\$4.40/mile	\$0.50/mile, inspection fees	Fuel Cost + 10%	\$2.85/mile

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.



5550 Eastex Frwy., Ste L, Beaumont TX 77708 Tel :(409) 892-7836; Fax: (409) 892-7826

4/24/2023

Attn: Misty Reeves

ą.

Jefferson County Purchasing Dept. 1149 Pearl St, 1st Floor Beaumont, TX 77701

Dear Misty,

Our vendor no longer carries the Smith & Wesson iron leg cuffs.

Anything else you need please let me know.

We apologize for any inconvenience this may have caused.

Sincerely, Tony Cervantes

Uniforms and Equipment - Law Enforcement, EMT, Fire, FR and Civilians

See.

May 3rd, 2023

Attn: Mistey Reeves Assistant Purchasing Agent Jefferson County, Texas

Dear Mistey:

Galls, LLC agrees has provided pricing for the Smith and Wesson Model #1900 Leg Irons below. Galls agrees to hold this pricing until October 3, 2023.

- Galls Item #RS024 - \$39.61

Please direct any questions to Hayley Smith or the undersigned.

Thank you,

Tiffany Brewer Sr. Mgr., Contract Compliance Galls, LLC



THE STATE OF TEXAS)()(AMENDMENT NO.		TO CONTRACT NO.	
COUNTY OF TRAVIS)(ACTIVITY OF A CONTRACT OF A		Arean and American Constraints and a particular sector of the particula

It is mutually understood and agreed by and between the undersigned contracting parties of the above numbered Contract to amend said contract as follows:

In accordance with the terms of the above referenced contract executed January 22, 2021, Amendment 1 executed December 17, 2021, Amendment 2 executed June 29, 2022, and Amendment 3 executed October 28, 2022, TPWD hereby amends the project entitled, "Mesquite Point Public Boat Ramp" as follows:

SECTION IX, TERM OF CONTRACT, the contract termination date is extended by seven (7) months. The new Contract term date is December 31, 2023.

The total TPWD reimbursable funding amount remains and shall not exceed \$861,032 (eight hundred sixtyone thousand thirty-two dollars) as funded through the Department of Commerce National Oceanic and Atmospheric Administration (NOAA) Grant Number NA19NMF0220006, CFDA 11.022, Hurricane Harvey Disaster Recovery Grant (amended).

Budgeted monies not spent in Flscal Year (FY) 2023 will roll over to form the budget for FY 2024.

Attachment A, Section L., Deliverables, is updated to include the following new reporting and project completion dates for FY 2023 and FY 2024:

- Interim Performance Report to TPWD
- Complete Construction
- Final Inspection by TPWD
- Final Performance Report to TPWD

April 30, 2022 July 31, 2022 October 31, 2022 January 31, 2023 April 30, 2023 July 31, 2023 October 31, 2023 October 31, 2023 November 30, 2023 January 31, 2024

This Amendment shall become effective <u>upon signature of both parties</u>. All other terms and conditions not hereby amended are to remain in full force and effect.

[Signature page to follow]

RECEIVING AGENCY

PERFORMING AGENCY

TEXAS PARKS AND WILDLIFE DEPARTMENT

JEFFERSON COUNTY

551

By:Clayton Wolf Clayton Wolf Chief Operating Officer	

ву:	m
	uthorized Signature

Date:	4 28 23
SAM UEID:	EVA9NVGH2K85

,

Date:	4/24/23
SAM UEID:	EKC1BVNLJXA8

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending March 31, 2023



Patrick Swain - County Auditor

PATRICK SWAIN COUNTY AUDITOR (409) 835-8500



1149 PEARL ST. - 7TH FLOOR BEAUMONT, TEXAS 77701

April 21, 2023

Honorable Commissioners Court: Judge Jeff R. Branick Commissioner Vernon Pierce Commissioner Cary Erickson Commissioner Michael "Shane" Sinegal Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of March 31, 2023 together with the results of operations of the budget for the sixth period then ended.

Revenue:

Total budgeted revenue collected for the six months ending March 31, 2023 is \$120,515,291. Budgeted Revenues are \$145,842,157 leaving \$25,326,866 in revenue to be collected in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$97,685,284 for the first six months of the year. This amount represents 96% of the budgeted amount of \$101,866,087.

Sales Taxes:

Forty-five percent of budgeted revenue for sales taxes has been collected. Sales Tax revenue is budgeted to be \$29,700,000.

Page Two

Licenses & Permits:

Thirty-seven percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$434,000 for the year.

Intergovernmental:

Sixty percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,311,000.

Fees:

Forty-eight percent of the budgeted revenue for Fees has been collected. Revenue from Fees is budgeted to be \$10,234,270 for the year.

Fines and Forfeitures:

Thirty-five percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,500,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$766,800 by \$2,294,052.

Other Revenues:

Nothing of Other Revenues have been collected. Revenues from Other Revenues are budgeted to be \$30,000 for the year.

Expenditures:

Overall for the County's budgeted funds, forty-seven percent of the expenditures have been spent.

Page Three

Expenditures are budgeted to be \$158,236,401, which includes General Funds and debt service funds, excluding budgeted transfers of \$2,974,914 for the fiscal year ending September 30, 2023.

Please call me if you have any questions on the enclosed report.

Sincerely,

Patrick Swain County Auditor

JEFFERSON COUNTY, TEXAS FINANCIAL & OPERATING STATEMENTS - COUNTY FUNDS ONLY FOR THE MONTH ENDING MARCH 31, 2023 TABLE OF CONTENTS

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Jefferson County, Texas Consolidated Balance Sheet For The Month Ending March 31, 2023

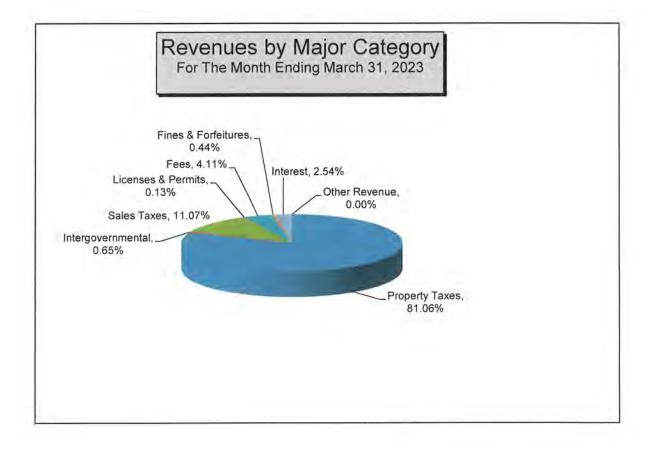
1

	General Funds	Special Revenue Funds	Capital Project Funds	Debt Service Funds	Enterprise Funds	Internal Service Funds	Total
ASSETS							
Cash and Cash Equivalents \$	110,431,725	67,877,878	9,576,177	5,398,146	1,044,734	3,384,830	\$ 197,713,490
Receivables & Prepaids	6,824,105	13,501	÷ .	284,379	302,301	1.1.1.1.1.1.1	7,424,286
Intergovernmental Receivables	(138,829)		÷ 11	4	-	- T	(138,829)
Due From Other Funds	150,000			-		-	150,000
Inventory	968,360	9,367	-	Р ё с	194,093		1,171,820
Other Assets	155,220			<u> </u>		· · · · · ·	77,404,075
Total Assets \$	118,390,581 \$	67,900,746 \$	9,576,177 \$	5,682,525 \$	78,789,983 \$	3,384,830	\$8
LIABILITIES AND FUND E	ALANCE/EQUIT	Y					
Payables \$	3,175,040	345,584	4	÷.	(109,365)	2,625,852	\$ 6,037,111
Intergovernmental Payables	360		÷.	and the second	4	-	364
Other Liabilities	6,137,330	407,416		261,940	6,081,916	1 (Q.)	12,888,602
Fund Balance/Equity	109,077,851	67,147,746	9,576,177	5,420,585	72,817,428	758,978	264,798,765
Total Liabilities and							
Fund Balance/Equity \$	118,390,581 \$	67,900,746 \$	9,576,177 \$	5,682,525 \$	78,789,983 \$	3,384,830	\$ 283,724,842

Jefferson County, Texas Statement of Changes in Fund Balances For The Month Ending March 31, 2023

		2/28/2023			М	onth Ending Mar	ch 3	1, 2023				3/31/2023
	-	Fund Balance		Receipts		Disbursements	_	Transfers In(/Out)		Prior Period Adjustment		Fund Balance
Jury Fund	\$	317,156	\$	33,165	\$	41,410	\$	4	\$	12	\$	308,911
Road & Bridge Pct. 1		5,796,902		135,635		153,827		-		-		5,778,710
Road & Bridge Pct. 2		1,545,816		102,684		204,257		0 E				1,444,243
Road & Bridge Pct. 3		612,874		102,684		201,839						513,719
Road & Bridge Pct. 4		3,858,864		102,816		155,000				-		3,806,680
Engineering Fund		821,591		44,432		123,533				-		742,490
Parks & Recreation		173,300		11,977		4,306				-		180,971
General Fund		97,770,894		7,574,115		13,953,241		(389,177)		-		91,002,591
Mosquito Control Fund		2,267,662		77,443		146,198				-		2,198,907
Tobacco Settlement Fund		2,846,876		253,753	, i	2	÷		De		-	3,100,629
Total General Funds		116,011,935		8,438,704		14,983,611		(389,177)				109,077,851
Total Special Revenue Funds		67,462,126		1,860,812		2,296,369		121,177		1.1		67,147,746
Total Capital Project Funds		8,626,957		1,429,760		480,540						9,576,177
Total Debt Service Funds		5,177,737		242,848								5,420,585
Total Enterprise Funds		73,011,343		1,202,639		1,664,554		268,000		÷		72,817,428
Total Internal Service Funds	34	(67,372)	-	3,000,494	-	2,174,144				<u> </u>	4	758,978
Total Balances	\$	270,222,726	\$	16,175,257	\$	21,599,218	\$	2	\$	ž	\$	264,798,765

Category	Cumulative Actual	_	Annual Budget		Unrealized Balance	Percentage Unrealized
Property Taxes \$	97,685,284	\$	101,866,087	\$	4,180,803	4.10%
Sales Taxes	13,338,683		29,700,000		16,361,317	55.09%
Licenses & Permits	159,780		434,000		274,220	63.18%
Intergovernmental	783,199		1,311,000		527,801	40.26%
Fees	4,955,819		10,234,270		5,278,451	51.58%
Fines & Forfeitures	531,674		1,500,000		968,326	64.56%
Interest	3,060,852		766,800		(2,294,052)	-299.17%
Other Revenue		ī,	30,000	-	30,000	100.00%
\$	120,515,291	\$	145,842,157	\$	25,326,866	17.37%



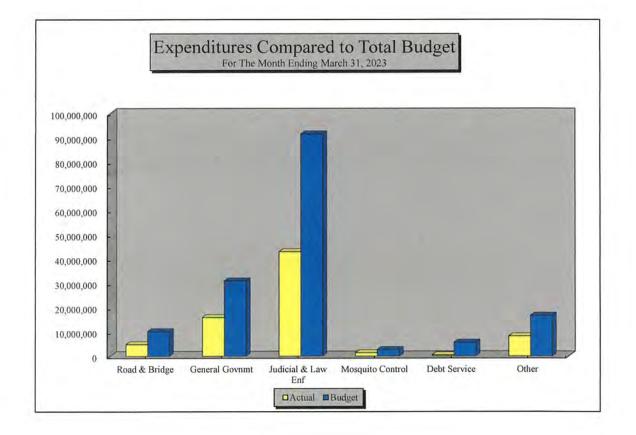
Jefferson County, Texas Statement of Revenues - Compared With Budget Allocation For The Month Ending March 31, 2023

	October 2022				Cumulative	Annual	Unrealized
	-December	January	February	March	Total	Budget	Balance
Jury Fund							
Current Taxes		\$ 5,128 \$	10,215			\$ 21,024 \$	787
Delinquent Taxes	898	(169)	129	342	1,200	2,370	1,170
Jury Fees	9,634	4,986	5,670	4,916	25,206	60,000	34,794
Other Revenue	32,946	160	÷	27,132	60,238	80,500	20,262
Road & Bridge Pct. 1							
Current Taxes	163,489	203,531	405,451	30,773	803,244	834,507	31,263
Delinquent Taxes	3,431	(647)	491	1,308	4,583	9,056	4,473
Intergovernmental Revenue		-	÷	-	9	· · · · · · · · ·	
Auto Registration Fees		78,375	~		78,375	575,000	496,625
Road & Bridge Fees	115,859	40,858	37,661	56,385	250,763	525,000	274,237
Sales, Rentals & Services	336,927		484	32,951	370,362		(370,362
Fines and Forfeitures	34,739	14,829	20,679	14,218	84,465	225,000	140,535
Road & Bridge Pct. 2							
Current Taxes	163,489	203,531	405,451	30,773	803,244	834,507	31,263
Delinquent Taxes	3,431	(647)	491	1,308	4,583	9,056	4,473
Intergovernmental Revenue		i a	-	-			
Auto Registration Fees		78,375		2	78,375	575,000	496,62
Road & Bridge Fees	115,859	40,858	37,661	56,385	250,763	525,000	274,23
Sales, Rentals & Services		4	3,301	-	3,301	-	(3,30
Fines and Forfeitures	34,739	14,829	20,679	14,218	84,465	225,000	140,53
Road & Bridge Pct. 3							
Current Taxes	163,489	203,531	405,451	30,773	803,244	834,507	31,26
Delinquent Taxes	3,431	(647)	491	1,308	4,583	9,056	4,47
Intergovernmental Revenue		-	-				
Auto Registration Fees	-	78,375	2	-	78,375	575,000	496,62
Road & Bridge Fees	115,859	40,858	37,661	56,385	250,763	525,000	274,23
Sales, Rentals & Services		-	-	-			
Fines and Forfeitures	34,739	14,829	20,679	14,218	84,465	225,000	140,53
Road & Bridge Pct. 4							
Current Taxes	163,489	203,531	405,451	30,773	803,244	834,507	31,26
Delinquent Taxes	3,431	(647)	491	1,308	4,583	9,056	4,47
Intergovernmental Revenue			-			8,000	8,00
Auto Registration Fees		78,375		-	78,375	575,000	496,62
Road & Bridge Fees	115,859	40,858	37,661	56,385	250,763	525,000	274,23
Sales, Rentals & Services	112,776	-	854	133	113,763		(113,76
Fines and Forfeitures	34,736	14,827	20,678	14,217	84,458		140,54
Other Revenue	2,002.9		142421.2	0-(4-C-1	estern l	and the second second	

Jefferson County, Texas Statement of Revenues - Compared With Budget Allocation For The Month Ending March 31, 2023

	October 2022		Carried Street		Cumulative	Annual	Unrealized
	-December	January	February	March	Total	Budget	Balance
Engineering Fund	P 210.446 P	271 040 0	541 744 0	11 110 0	1072 256 6	1115 030 0	11 770
Current Taxes	\$ 218,445 \$	271,949 \$	541,744 \$	41,118 \$	1,073,256 \$	1,115,028 \$	41,772
Delinquent Taxes	5,257	(992)	753	2,004	7,022	13,876	6,854
Licenses and Permits	720	620	600	810	2,750	5,500	2,750
Sales, Rentals & Services Parks & Recreation	1,000		-	500	1,500	1,000	(500
Current Taxes	26,018	32,391	64,526	4,897	127,832	132,808	4,976
Delinquent Taxes	178	(34)	26	68	238	471	233
Sales, Rentals & Services	20,647	4,176	2,960	7,012	34,795	65,100	30,305
General Fund							
Current Taxes	17,386,887	21,645,378	43,119,435	3,272,697	85,424,397	88,744,241	3,319,844
Delinquent Taxes	362,741	(68,432)	51,953	138,314	484,576	957,471	472,895
Sales Taxes	2,994,702	3,470,408	3,884,183	2,989,390	13,338,683	29,700,000	16,361,317
Other Taxes			-			30,000	30,000
Licenses and Permits	60,818	29,926	38,468	27,818	157,030	428,500	271,470
Intergovernmental Revenue	138,656	111,659	63,290	171,839	485,444	1,222,500	737,050
Fees of Office	877,336	365,652	322,892	280,467	1,846,347	3,432,010	1,585,663
Other Sales, Rentals & Svcs.	1,129,022	18,664	264,135	(167,828)	1,243,993	2,276,160	1,032,163
Fines & Forfeitures	42,603	72,072	35,298	43,848	193,821	600,000	406,179
Interest	988,028	437,360	695,048	817,570	2,938,006	720,000	(2,218,00
Other Revenue			÷				
Mosquito Control Fund							
Current Taxes	394,975	491,715	979,538	74,345	1,940,573	2,016,104	75,53
Delinquent Taxes	8,124	(1,533)	1,164	3,098	10,853	21,443	10,59
Sales, Rentals & Services						-	
Tobacco Settlement Fund							
Intergovernmental Revenue	8			237,517	237,517		(237,51
Interest	19,276	9,997	12,081	16,236	57,590	26,200	(31,39
Debt Service							
Current Taxes	1,084,046	1,349,558	2,688,433	204,047	5,326,084	5,398,859	72,77
Delinquent Taxes	27,491	(4,263)	3,947	10,533	37,708	68,140	30,43
Interest	6,503	8,609	21,876	28,268	65,256	20,600	(44,65
Other, Sales, Rentals & Svcs.							
Total	\$ 27,560,842 \$	29,602,767 \$	54,670,130 \$	8,681,552 \$	120,515,291 \$	145,842,157 \$	25,326,86

	Cumulative Actual		Annual Budget	ι -	Jnencumbered Balance	Percentage Unencumbered
Jury Fund	\$ 207,181	\$	500,212	\$	293,031	58.58%
Road & Bridge Funds	4,285,572		8,810,100		4,524,528	51.36%
Engineering Fund	548,602		1,279,596		730,994	57.13%
Parks & Recreation Fund	64,791		227,068		162,277	71.47%
General Fund:						
General Government	16,052,171		31,129,367		15,077,196	48.43%
Judicial	10,432,146		22,856,709		12,424,563	54.36%
Law Enforcement	32,493,292		68,129,831		35,636,539	52.31%
Education	193,098		475,130		282,032	59.36%
Health & Welfare	4,458,560		9,414,609		4,956,049	52.64%
Maintenance	2,223,943		4,323,824		2,099,881	48.57%
Other	1,224,984		2,426,231		1,201,247	49.51%
Mosquito Control Fund	1,385,190		2,728,624		1,343,434	49.23%
Tobacco Settlement	220,000		220,000		-	
Debt Service Funds	485,475	1.4	5,715,100	1.1-	5,229,625	91.51%
	\$ 74,275,005	\$	158,236,401	\$	83,961,396	53.06%



Jefferson County, Texas Statement of Expenditures - Compared With Budget Allocation For The Month Ending March 31, 2023

Jury Fund \$ Road & Brdg Pct. 1 Road & Brdg Pct. 2 Road & Brdg Pct. 3 Road & Brdg Pct. 3 Road & Brdg Pct. 4 Engineering Parks & Recreation Tax Assessor/Coll. Human Resources County Auditor County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	99,670 \$ 263,213 384,893 465,596 387,947 255,322 24,337 991,011 96,959 427,931 470,602 182,267	110,315 139,331 125,530 129,109 83,381 6,566 310,143 32,082	February \$ 34,845 112,433 151,528 159,496 140,024 83,229 7,942 312,862	\$ 41,410 153,827 204,257 201,839 155,000 123,533 4,306	\$ 5,205 437,890 161,968 168,835 232,541 3,137	\$ 207,181 1,077,678 1,041,977 1,121,296 1,044,621	Budget \$ 500,212 2,061,365 2,032,628 2,345,255	\$ 293,031 983,687 990,651 1,223,959
Road & Brdg Pct. 2 Road & Brdg Pct. 3 Road & Brdg Pct. 4 Engineering Parks & Recreation Tax Assessor/Coll. Human Resources County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	384,893 465,596 387,947 255,322 24,337 991,011 96,959 427,931 470,602	139,331 125,530 129,109 83,381 6,566 310,143 32,082	151,528 159,496 140,024 83,229 7,942	204,257 201,839 155,000 123,533	161,968 168,835 232,541	1,041,977 1,121,296	2,032,628	990,651
Road & Brdg Pct. 3 Road & Brdg Pct. 4 Engineering Parks & Recreation Tax Assessor/Coll. Human Resources County Auditor County Clerk County Uldge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	465,596 387,947 255,322 24,337 991,011 96,959 427,931 470,602	125,530 129,109 83,381 6,566 310,143 32,082	159,496 140,024 83,229 7,942	201,839 155,000 123,533	168,835 232,541	1,121,296		
Road & Brdg Pct. 4 Engineering Parks & Recreation Tax Assessor/Coll. Human Resources County Auditor County Clerk County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	387,947 255,322 24,337 991,011 96,959 427,931 470,602	129,109 83,381 6,566 310,143 32,082	140,024 83,229 7,942	155,000 123,533	232,541		2,345,255	1,223,959
Engineering Parks & Recreation Tax Assessor/Coll. Human Resources County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	255,322 24,337 991,011 96,959 427,931 470,602	83,381 6,566 310,143 32,082	83,229 7,942	123,533		1.044.621		Theolyns
Parks & Recreation Tax Assessor/Coll. Human Resources County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	24,337 991,011 96,959 427,931 470,602	6,566 310,143 32,082	7,942		2127	10.110.01	2,370,852	1,326,231
Tax Assessor/Coll. Human Resources County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	991,011 96,959 427,931 470,602	310,143 32,082		4,306	2,121	548,602	1,279,596	730,994
Human Resources County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	96,959 427,931 470,602	32,082	312,862	11111111	21,640	64,791	227,068	162,277
County Auditor County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	427,931 470,602			465,066	11,794	2,090,876	4,718,125	2,627,249
County Clerk County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	470,602	100.000	40,106	52,856	9,200	231,203	551,460	320,257
County Judge Risk Management County Treasurer Printing Department Purchasing Department General Services MIS		128,293	120,641	181,979	1,884	860,728	1,802,059	941,331
Risk Management County Treasurer Printing Department Purchasing Department General Services MIS	182,267	161,904	169,476	252,779	17,188	1,071,949	2,632,690	1,560,741
County Treasurer Printing Department Purchasing Department General Services MIS		59,693	54,029	84,467	666	381,122	1,077,634	696,512
Printing Department Purchasing Department General Services MIS	74,438	23,762	24,512	35,240	199	158,151	327,769	169,618
Purchasing Department General Services MIS	100,637	34,485	33,531	51,480	1	220,133	453,516	233,383
General Services MIS	28,816	13,296	12,685	15,043	12,692	82,532	167,525	84,993
MIS	143,973	47,101	48,360	67,464	8,445	315,343	673,017	357,674
	3,460,103	1,606,307	772,483	1,954,313	144,985	7,938,191	14,207,837	6,269,646
	1,335,768	226,758	217,512	319,756	56,271	2,156,065	3,439,648	1,283,583
Voter's Registration	39,725	(5,547)	9,398	14,087		57,663	168,425	110,762
Elections	330,401	42,976	36,636	60,348	17,854	488,215	909,662	421,447
District Attorney	1,758,056	567,405	588,577	857,395	25,707	3,797,140	8,169,124	4,371,984
District Clerk	523,898	176,393	176,116	260,223	18,855	1,155,485	2,358,777	1,203,292
Criminal Dist. Court	347,204	157,610	158,339	169,374	1,556	834,083	1,826,127	992,044
58th Dist. Court	75,044	25,293	25,477	37,966	362	164,142	353,322	189,180
60th Dist. Court	80,916	27,104	27,320	40,172	58	175,570	369,735	194,165
136th Dist. Court	80,382	27,288	27,529	40,672		175,871	370,331	194,460
172nd Dist. Court	79,288	27,393	27,046	39,501		173,552	351,811	178,259
252nd Dist. Court	233,890	101,735	100,744	143,451		579,820	1,376,977	797,157
279th Dist. Court	140,731	42,933	54,636	69,459	718	308,477	661,376	352,899
317th Dist. Court	101,417	35,722	36,629	44,056		218,918	593,909	374,991
J.P. Pct. 1 Pl 1	100,290	34,594	34,027	47,119			462,587	246,260
J.P. Pct. 1 Pl 2	105,704	34,250	36,538	52,866		230,393	463,483	233,090
J.P. Pct. 2	72,434	24,505	24,340			160,599	412,178	251,579
J.P. Pct. 4	98,632	35,009	32,278	50,087		216,495	461,258	244,763
J.P. Pct. 6	95,694	30,752	31,896				450,049	240,400
J.P. Pct. 7	92,800	31,740	31,500			202,471		
J.P. Pct. 8	90,130	31,321	32,742					
Cnty. Court at Law 1	127,632	43,297	43,731					
Cnty. Court at Law 2	138,537	38,457	44,940					
Cnty. Court at Law 3							SACTOR S	
Court Master	176,110	57,955	59,022	84,609	29	377,725	893,057	515,332

Jefferson County, Texas Statement of Expenditures - Compared With Budget Allocation For The Month Ending March 31, 2023

	October 2022 December	January	February	March	Encumbrances	Cumulative	Annual Budget	Unencumbered Balance
Dispute Resolution \$	72,132		22,335	The second se	-	-		
Comm. Supervision	1,560	520	9,023	520		11,623	20,901	9,278
Sheriff's Dept.	3,601,056	1,254,152	1,189,409	1,897,501	52,153	7,994,271	17,140,372	9,146,101
Crime Lab	370,962	114,567	118,270	175,165	15,698	794,662	1,743,692	949,030
ail	7,234,423	3,692,326	2,952,129	3,951,772	1,613,559	19,444,209	39,398,584	19,954,375
uvenile Probation	347,798	122,708	122,138	172,827	6,140	771,611	1,863,655	1,092,044
uvenile Detention	465,965	171,295	152,202	247,568	107,516	1,144,546	2,566,321	1,421,775
onstable Pct. 1	182,474	62,135	64,767	93,374	8,640	411,390	870,011	458,621
onstable Pct. 2	116,726	38,279	38,934	60,223	506	254,668	562,066	307,398
onstable Pct. 4	119,934	40,227	40,333	58,960	665	260,119	549,345	289,226
onstable Pct. 6	140,648	49,299	45,379	74,768	511	310,605	680,432	369,827
onstable Pct. 7	127,336	43,783	40,552	61,388	261	273,320	568,546	295,226
onstable Pct. 8	123,776	41,560	41,795	63,682	22	270,835	565,906	295,071
ounty Morgue	243,517	116,235	113,415	78,266		551,433	1,600,000	1,048,567
griculture Ext.	82,539	28,745	32,925	46,523	2,366	193,098	475,130	282,032
ublic Health # 1	309,417	123,056	105,242	138,733	3,938	680,386	1,575,946	895,560
ublic Health # 2	287,876	113,446	110,674	139,212	3,992	655,200	1,403,873	748,673
lurse Practitioner	82,114	27,929	27,330	40,369	10,263	188,005	383,685	195,680
hild Welfare	22,723	9,534	12,010	7,857		52,124	120,000	67,876
nv. Control	97,718	32,598	33,031	56,443	215	220,005	480,866	260,861
nd. Medical Svcs.	321,699	115,859	1,884,530	134,141	90,295	2,546,524	5,175,888	2,629,364
mergency Mgmt.	54,473	19,962	13,852	27,955	74	116,316	274,351	158,035
eaumont Maintenance	457,576	262,692	237,579	250,554	387,667	1,596,068	3,098,675	1,502,603
ort Arthur Maint.	178,350	78,012	64,488	88,693	75,607	485,150	968,134	482,984
1id-County Maint.	45,282	20,202	15,985	26,654	34,602	142,725	257,015	114,290
ervice Center	282,165	118,300	116,954	117,380	414,573	1,049,372	1,399,489	350,117
eteran Service	79,574	27,180	26,998	41,759	101	175,612	372,863	197,25
losquito Control	485,907	100,743	97,945	146,198	554,397	1,385,190	2,728,624	1,343,43
obacco Settlement	220,000					220,000	220,000	
ebt Service Funds	2,800	482,675	1			485,475	5,715,100	5,229,62
ontingency				·	S	·	653,879	653,87
otal	\$30,391,819	\$ 12,234,122	11,913,778	\$ 14,983,611	\$ 4,751,675	5 \$ 74.275.005	\$ 158,236,401	\$ 83,961,396

Jefferson County, Texas Statement of Bonded Indebtedness For The Month Ending March 31, 2023

		Beginning Amount			2	.022-2023 Re	equire	ements		- 5		2022-2023 Payr	nents		Ending Amount
Issue	_	Outstanding		Principal	11.	Interest	7	Fees	Total	100	Principal	Interest	Fees	Total	Outstanding
2012 Refunding Bonds 2019 Certificates of Obligation	\$	12,960,000 13,820,000	\$	4,170,000 575,000	\$	472,200 492,900	\$	2,500 2,500	\$ 4,644,700 1,070,400	\$	- \$	236,100 \$ 246,450	1,400 \$ 1,525	237,500 \$ 247,975	12,960,000 13,820,000
	\$	26,780,000	\$ _	4,745,000	\$ =	965,100	\$	<u>5,000</u> \$	5,715,100	\$_	\$	482,550 \$	2,925 \$	485,475 \$	26,780,000

Jefferson County, Texas Statement of Transfers In and Out For The Month Ending March 31, 2023

	Fund	Transfers In		Transfers Out	<u>.</u>
120	General Fund			1,192,635	(a)
120	General Fund			235,293	(b)
241	Sheriff Department Grants	1,384	(b)		2.4
245	Crime Victim's Clearing	127,451	(b)		
257	Auto Theft Grant	15,477	(b)		
263	VAWA Fund	28,636	(b)		
550	SETEC Fund	1,192,635	(a)	-	
876	Sheriff-Spindletop Grant	62,345	(b)	98	
		\$1,427,928		\$1,427,928	

(a) Budgeted Transfer

(b) Grant Match

Jefferson County, Texas Statement of Comp-Time Liability For The Second Quarter - March 31, 2023

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	223.15	\$ 6,069.58
Road & Bridge # 2	377.68	11,420.03
Road & Bridge # 3	290.19	8,491.94
Road & Bridge # 4	48.80	1,208.43
Engineering	19.50	657.51
Tax Assessor/Collector	266.47	6,546.98
County Auditor	105.37	3,558.07
County Clerk	501.92	12,094.26
County Judge		-
Treasurer	0.01	0.11
Printing	0.55	15.94
Purchasing Department	8.50	210.17
MIS	602.56	20,982.55
Voter Registration	8.52	267.43
Elections Department	150.02	4,137.68
District Attorney	0.01	0.12
District Clerk	910.01	22,353.45
Criminal District Court	79.51	2,409.19
58th District Court	1.62	49.24
252nd District Court	2.38	87.03
279th District Court	-	1017
317th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	17.88	504.84
Justice of Peace Pct. 1 Pl. 2	224.00	5,822.89
Justice of Peace Pct. 2		
Justice of Peace Pct. 4	0.01	0.15
fustice of Peace Pct. 6	24.87	717.58
Justice of Peace Pct. 7	50.38	1,478.43
fustice of Peace Pct. 8	3.00	88.04
County Court at Law #2	58.16	1,746.69
County Court at Law #3	0.01	0.10
Court Master	0.01	0.14
Dispute Resolution Center	123.25	2,847.53
Sheriff's Department	13,538.95	542,304.35
Crime Lab	129.73	5,590.08
Correctional Facility	11,120.59	338,508.56
uvenile Probation	82.88	2,060.12
uvenile Detention Home	249.87	5,725.81
Constable Pct. 1	348.13	12,744.23

Jefferson County, Texas Statement of Comp-Time Liability For The Second Quarter - March 31, 2023

Department	Cumulative Hours	Current Liability
Constable Pct. 2	14.00	\$ 647.31
Constable Pct. 4	151.50	6,998.60
Constable Pct. 6	62.32	1,890.75
Constable Pct. 7	30.54	1,327.34
Constable Pct. 8	24.00	579.21
Public Health No. 1	24.37	487.38
Public Health No. 2	16.32	369.49
Environmental Control	12.87	364.21
Indigent Health	10.75	191.29
Emergency Management	8.00	407.70
Mosquito Control	298.41	8,091.37
Maintenance - Beaumont	281.84	6,674.77
Maintenance - Port Arthur	34.75	835.52
Maintenance- Mid County	75.75	2,028.83
Service Center	28.50	784.56
Veterans' Services Office	0.63	17.40
Airport	816.96	18,750.49
Visitors' Center	57.13	966.98
Grant A Basic Probation	50.13	899.89
Grant A Mental Health Service	0.01	0.16
Grant A Community Programs	52.53	1,221.66
Grant A Pre and Post Ajudication		
Community Supervision	245.43	5,561.35
Adult Surveillance Program	-	-
Community Corrections	24.76	454.08
High Need Program	6.50	144.80
ΓJPC Grant Contract M	22.62	510.81
Drug Diversion	52.28	1,008.59
fuvenile Probation and Detention	113.87	1,726.97
Mentally Impaired Offender	8.50	189.35
Sheriff Mental Health County	43.38	1,698.85
Auto Theft	133.25	5,142.42
Sheriff Mental Health Liason	256.25	9,101.05
Marine Division	3,200.75	128,455.12
Courthouse Security	452.75	18,895.53
Гotal	36,180.15	\$ 1,247,123.21
Comp-Time Liability at 3/31/22	37,517.91	\$1,226,728.01

PGM: GMCOMMV2	DATE 05-09-2023		PAGE	: 1 TOTAL
NAME JURY FUND		AMOUN'I'	CHECK NO. ⁵⁶⁹	TO.LAP
DAWN DONUTS CHAPMAN VENDING		70.50 103.84	506099 506137	.34**
ROAD & BRIDGE PCT.#1			1/ 1	. 54
VULCAN MATERIALS CO. WALLER COUNTY ASPHALT P SQUARED EMULSION PLANTS, LLC MUNRO'S UNIFORM SERVICES, LLC		147,574.42 3,896.83 45,702.40 30.85	506003 506102 506116 506155 197,204	- 50**
ROAD & BRIDGE PCT.#2				••••
DYNAMIC POWER SYSTEM, INC. J.S. EDWARDS & SHERLOCK INS. AG ENTERGY SANITARY SUPPLY, INC. TRI-CITY FASTENER & SUPPLY VULCAN MATERIALS CO. BUMPER TO BUMPER GULF COAST CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC	ENCY	101.0671.00174.37860.4738.9038,626.08361.551,771.53166.7520.00	505948 505951 505960 505982 506000 506003 506048 506121 506151 506155 42,191	71**
ROAD & BRIDGE PCT. # 3				• / ±
FARM & HOME SUPPLY ENTERGY SOUTHERN TIRE MART, LLC INTERSTATE ALL BATTERY CENTER - ON TIME TIRE SILSBEE FORD INC BEARCOM / KAY ELECTRONICS ODP BUSINESS SOLUTIONS, LLC RALPH'S INDUSTRIAL ELECTRONICS MODERN CONCRETE & MATERIALS LLC		$\begin{array}{r} 29.04\\ 327.74\\ 272.02\\ 145.95\\ 650.00\\ 2,820.09\\ 325.35\\ 61.02\\ 1,372.64\\ 404.86\end{array}$	505955 505960 506007 506067 506082 506091 506119 506153 506158 506170	71++
ROAD & BRIDGE PCT.#4			6,408	8.71**
A&A EQUIPMENT SPIDLE & SPIDLE ENTERGY M&D SUPPLY RITTER @ HOME SMART'S TRUCK & TRAILER, INC. VULCAN MATERIALS CO. W. JEFFERSON COUNTY M.W.D. SOUTHERN TIRE MART, LLC TRAILER HITCH DEPOT UNITED STATES POSTAL SERVICE MARTIN PRODUCT SALES LLC CHALK'S TRUCK PARTS INC ATTABOY TERMITE & PEST CONTROL SHERWIN-WILLIAMS COMPANY O'REILLY AUTO PARTS MUNRO'S UNIFORM SERVICES, LLC		$\begin{array}{c} 605.00\\ 5,042.84\\ 729.40\\ 458.59\\ 1,342.82\\ 244.24\\ 4,150.92\\ 240.89\\ 780.00\\ 53.96\\ 8,484.00\\ 456.62\\ 121.26\\ 25.74\\ 689.90\\ 189.35 \end{array}$	505931 505936 505960 505970 505987 506003 506004 506007 5060013 5060029 50606013 50606057 50606057 5060608 506068 506012 506115 506115 506125) 19**
ENGINEERING FUND			23,622	.48**
VERIZON WIRELESS ODP BUSINESS SOLUTIONS, LLC		114.75 115.63	506024 506153 230	.38**
PARKS & RECREATION			230	
ENTERGY W. JEFFERSON COUNTY M.W.D. MODERN CONCRETE & MATERIALS LLC GENERAL FUND		$121.04 \\ 28.77 \\ 665.26$	505960 506004 506170 815	5.07**

TAX OFFICE

PGM:	GMCOMMV2	DATE 05-09-2023		CHECK NO.	PAGE:	2 0 570
ACE IMA SOUTHEA AT&T UNITED UNITED	NAME BOWES INC AGEWEAR AST TEXAS WATER STATES POSTAL SERVICE STATES POSTAL SERVICE SINESS SOLUTIONS, LLC		AMOUNT 1,062.36 41.92 308.00 142.62 699.87 37.19 352.32	505977 505985 505988 505988 505990 506029 506030 506153		
COUNTY	HUMAN RESOURCES				2,644.	28*
UNITED	STATES POSTAL SERVICE		3.84	506029	2	84*
AUDITOF	R'S OFFICE				5.	04"
UNITED	STATES POSTAL SERVICE		6.27	506029	б	27*
COUNTY	CLERK				0.	27
CDW CON UNITED UNITED FUNCTIC	Y'S SPRINT PRINTING MPUTER CENTERS, INC. STATES POSTAL SERVICE STATES POSTAL SERVICE DN4 SINESS SOLUTIONS, LLC		263.50 95.50 299.67 55.20 695.72 260.86	505968 506009 506029 506030 506142 506153	1,670.	45*
COUNTY	JUDGE				±,0,0.	15
WILLIAN	STATES POSTAL SERVICE FORD DISHMAN SINESS SOLUTIONS, LLC		4.19 1,000.00 391.40	506029 506090 506153	1,395.	50*
RISK MÆ	ANAGEMENT				1,393.	59
ODP BUS	SINESS SOLUTIONS, LLC		921.66	506153	921.	66*
COUNTY	TREASURER				<u> </u>	00
UNITED TIM FUN	STATES POSTAL SERVICE ICHESS		90.25 978.43	506029 506073	1,068.	68*
	IG DEPARTMENT					
	IEYR MUNROE		939.63	506133	939.	63*
BEAUMON THE EXA	SING DEPARTMENT NT ENTERPRISE AMINER STATES POSTAL SERVICE		1,338.65 346.25 1.52	505952 505953 506029	1 696	10*
GENERAI	SERVICES				1,686.	42"
INTERFA VERIZON CROWN (PATTILI FIBERL] CHAPMAN	DVANCE ACCOUNT ACE EAP, INC WIRELESS CASTLE INTERNATIONAL G BROWN & HILL LLP GHT LLC VENDING COMMUNICATIONS		$\begin{array}{r} 25.00\\ 1,302.75\\ 304.18\\ 1,833.43\\ 3,800.00\\ 1,998.75\\ 23.76\\ 646.47\end{array}$	505966 5060023 506023 506045 506078 506131 506137 506144	0.024	24+
DATA PF	ROCESSING				9,934.	34 ^
SHI GON MICHAEI ODP BUS	SINESS SOLUTIONS, LLC		375.72 13,629.00 650.49 91.96	506009 506037 506061 506153	14,747.	17*
	REGISTRATION DEPT		000 00	EQGQQQ		
AMG PRI	STATES POSTAL SERVICE INTING & MAILING LLC DNS DEPARTMENT		237.70 2,196.00	506029 506105	2,433.	70*

PGM: GMCOMMV2	DATE 05-09-2023			PAGE: 3
NAME		AMOUNT	CHECK NO	. ⁵⁷¹ TOTAL
LAURIE LEISTER ROXANNE ACOSTA-HELLBERG		912.36 900.48	506154 506172	1 010 04+
DISTRICT ATTORNEY				1,812.84*
JEFFERSON CTY. DISTRICT ATTORNEY CLERK - SUPREME COURT TEXAS DISTRICT & COUNTY ATTY ASSN. UNITED STATES POSTAL SERVICE CHILD ABUSE & FORENSIC SERVICES CHRISTOPHER CADENA MCM ELEGANTE HOTEL		17,420.00 6,593.00 60.00 682.35 125.00 695.00 1,194.12	505964 5059995 5060299 506039 506053 506053	
DISTRICT CLERK				26,769.47*
UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		$320.62 \\ 479.98$	506029 506153	800.60*
CRIMINAL DISTRICT COURT				800.00
DAVID GROVE DONALD W. DUESLER & ASSOC. MARSHA NORMAND KEVIN PAULA SEKALY PC TEXAS CORRECTIONAL INDUSTRIES KEVIN S. LAINE JOHN D WEST LANGSTON ADAMS JASON ROBERT NICKS ODP BUSINESS SOLUTIONS, LLC		$\begin{array}{c} 4,375.00\\ 8,750.00\\ 8,750.00\\ 8,750.00\\ 1,556.00\\ 4,375.00\\ 8,750.00\\ 8,750.00\\ 8,750.00\\ 8,750.00\\ 4,375.00\\ 299.98 \end{array}$	505937 5059475 5059753 5059983 506015 506015 506070 506153	
60TH DISTRICT COURT				58,730.98*
SIERRA SPRING WATER CO BT		39.96	506032	39.96*
172ND DISTRICT COURT				55.50
UNITED STATES POSTAL SERVICE MITCHELL TEMPLETON		20.88 25.00	506029 506126	45.88*
252ND DISTRICT COURT				±3.00
TODD W LEBLANC THOMAS J. BURBANK PC MIKE VAN ZANDT KEVIN S. LAINE CDW COMPUTER CENTERS, INC. CHARLES ROJAS UNITED STATES POSTAL SERVICE LANGSTON ADAMS SUMMER TANNER JASON ROBERT NICKS ALLEN PARKER BRITTANIE HOLMES MARVIN LEWIS JR		$\begin{array}{r} 800.00\\ 800.00\\ 4,3750.00\\ 1,515.09\\ 8,750.00\\ 1,515.02\\ 1,000.00\\ 1,534.50\\ 4,375.00\\ 4,375.00\\ 8,750.00\\ 13,012.50\\ 8,750.00\\ \end{array}$	505933 505942 5060089 5060092 50600292 50600428 5060058 5060711 5060711 5060113	62,437.11*
279TH DISTRICT COURT				02,43/.11"
ALISA RAUMAKER, CSR ANITA F. PROVO NATHAN REYNOLDS, JR. GERMER PLLC REAUD MORGAN & QUINN LLP REALTIME REPORTING SERVICES INC. BRITTANIE HOLMES JENNIFER DELAGE ALICIA K HALL PLLC SHELANDER LAW OFFICE		$\begin{array}{r} 299.40 \\ 440.00 \\ 330.00 \\ 146.42 \\ 440.00 \\ 7,913.90 \\ 1,100.00 \\ 1,155.00 \\ 495.00 \\ 1,100.00 \end{array}$	505939 5059979 5056010 5060065 5060076 506103 506127 506138	13,419.72*
317TH DISTRICT COURT PHILLIP DOWDEN		325.00	505940	
KEVIN PAULA SEKALY PC		325.00	505983	

PGM: GMCOMMV2	DATE 05-09-2023		QUEQUE NO	PAGE: 4 . 572 TOTAL
NAME UNITED STATES POSTAL SERVICE GLEN M. CROCKER LANGSTON ADAMS BRITTANIE HOLMES LINDSEY SCOTT		AMOUNT	CHECK NO 506029 506038 506042 506085 506097	2,339.50*
JUSTICE COURT-PCT 1 PL 1				2,337.30
UNITED STATES POSTAL SERVICE		29.40	506029	29.40*
JUSTICE COURT-PCT 1 PL 2				27.10
UNITED STATES POSTAL SERVICE		26.99	506029	26.99*
JUSTICE COURT-PCT 2				20.99
ODP BUSINESS SOLUTIONS, LLC		58.70	506153	58.70*
JUSTICE COURT-PCT 4				50.70
J.S. EDWARDS & SHERLOCK INS. 2	AGENCY	142.00	505951	142.00*
JUSTICE COURT-PCT 6				112.00
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO BT		$ \begin{array}{r} 41.21 \\ 32.97 \end{array} $	506029 506033	74.18*
JUSTICE OF PEACE PCT. 8				
UNITED STATES POSTAL SERVICE		126.96	506030	126.96*
COUNTY COURT AT LAW NO.1				
UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. – BT		$2.54 \\ 58.96$	506029 506031	
COUNTY COURT AT LAW NO. 2				61.50*
TODD W LEBLANC JACK LAWRENCE A. MARK FAGGARD EDWARD B. GRIPON, M.D., P.A. JOHN E MACEY ATTORNEY AT LAW I CDW COMPUTER CENTERS, INC. UNITED STATES POSTAL SERVICE JOEL WEBB VAZQUEZ	PLLC	500.00 250.00 400.00 1,590.00 250.00 505.03 11.66 250.00	505933 505938 505954 505959 505971 506029 506047	2 756 60*
COUNTY COURT AT LAW NO. 3				3,756.69*
JACK LAWRENCE DONALD BOUDREAUX UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. – BT MATUSKA LAW FIRM JARED GILTHORPE LAW OFFICES OF BREVIN JACKSON	PLLC	250.00 250.00 4.56 30.97 300.00 250.00 250.00	505938 505941 506029 506034 506093 506094 506167	1 225 52*
COURT MASTER				1,335.53*
LARRY E. THORNE		1,880.94	505998	1,880.94*
MEDIATION CENTER				1,000.94"
SOUTHEAST TEXAS WATER UNITED STATES POSTAL SERVICE		56.50 3.60	505989 506029	60.10*
SHERIFF'S DEPARTMENT				00.10
EAST TEXAS PEACE OFFICERS ASSI J.S. EDWARDS & SHERLOCK INS. A FED EX AT&T SUTHERLAND LUMBER CO.		$125.00 \\71.00 \\31.18 \\382.33 \\248.88$	505949 505951 505956 505990 505992	

PGM: GMCOMMV2 NAME	DATE 05-09-2023		CHECK NO.5	PAGE: 5 573 573 TOTAL
NAME UNITED STATES POSTAL SERVICE RITA HURT ODP BUSINESS SOLUTIONS, LLC BEAUMONT OCCUPATIONAL SERVICES THE MONOGRAM SHOP CLOUDGAVEL LLC NIAIA INC		960.35 275.00 58.47 347.95 327.50 5,000.00 100.00	506029 506081 506153 506166 506169 506175 506177	7,927.66*
CRIME LABORATORY				,
SIGMA-ALDRICH, INC. FED EX CASH ADVANCE ACCOUNT VERIZON WIRELESS		196.00 203.81 1,331.84 37.99	505932 505957 505966 506023	,769.64*
				1,709.04
CITY OF BEAUMONT - WATER DEPT. ENTERGY JACK BROOKS REGIONAL AIRPORT JOHNSON CONTROLS, INC. M&D SUPPLY SHERWIN-WILLIAMS AT&T TRIANGLE ENGINE DIST. LOWE'S HOME CENTERS, INC. INTERCONTINENTAL JET CORP WORLD FUEL SERVICES INDUSTRIAL & COMMERCIAL MECHANI GALLS LLC IMAGE 360 BEAUMONT TRINITY SERVICES GROUP INC ODP BUSINESS SOLUTIONS, LLC	CAL	16.0030,007.771,818.18580.0049.73166.201,094.8960.90366.831,489.302,758.55344.001,420.201,420.2024,196.071,361.94	5059657059965705997065059999050599999505505999955060049506060695060606950660609155066012050661120506611205066112050661153	5,801.59*
JUVENILE PROBATION DEPT.			02	5,801.39"
WILLIE DAVIS UNITED STATES POSTAL SERVICE SHANNA CITIZEN ROXANA MITCHELL SHERONDA LEE EDWIN JAY FRANK BRENDA WOOD TY-JUNEA JONES ODP BUSINESS SOLUTIONS, LLC NICOLE BONSALL LAQUITA TORRES		185.37 14.51 60.92 76.64 110.70 134.28 104.80 75.98 258.41 155.24 78.60	505935 506029 506041 506098 506107 506109 506132 506133 506153 506153 506174	255 45*
JUVENILE DETENTION HOME			L	.,255.45*
AT&T BEN E KEITH COMPANY FLOWERS BAKING COMPANY OF HOUST BAK GLOBAL LLC	'ON	710.473,358.1673.43100.00	505990 506046 506157 506163	4,242.06*
CONSTABLE PCT 1				1,212.00
TAC - TEXAS ASSN. OF COUNTIES UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC THE MONOGRAM SHOP		$230.00 \\ 29.03 \\ 192.28 \\ 10.00$	505993 506029 506153 506169	461.31*
CONSTABLE-PCT 6				401.31
CARPENTER'S TIME CENTER INC. UNITED STATES POSTAL SERVICE ODP BUSINESS SOLUTIONS, LLC		$125.00 \\ 29.41 \\ 147.72$	505943 506029 506153	302.13*
AGRICULTURE EXTENSION SVC				
MID COUNTY FARM & FEED SUPPLY DAVID OATES CORENA N FITZGERALD		$45.90 \\ 40.00 \\ 246.10$	506066 506100 506118	

PGM: GMCOMMV2 NAME	DATE 05-09-2023	AMOUNT	CHECK NO.	PAGE: 6 574 TOTAL
AMAZON CAPITAL SERVICES		89.85	506160	
HEALTH AND WELFARE NO. 1				421.85*
MERCY FUNERAL HOME MCKESSON MEDICAL-SURGICAL INC CLAYBAR HAVEN OF REST UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO BT NUANCE COMMUNICATIONS, INC EZEA D EDE MD AMERICAN COLLEGE OF PHYSICIANS INC ODP BUSINESS SOLUTIONS, LLC		$\begin{array}{c}1,500.00\\543.38\\3,720.00\\34.94\\71.91\\118.50\\4,373.07\\327.50\\156.88\end{array}$	505973 506011 506025 506029 506035 506117 506129 506135 506153 1	.0,846.18*
HEALTH AND WELFARE NO. 2				
ENTERGY HANNAH FUNERAL HOME, INC. MCKESSON MEDICAL-SURGICAL INC CLAYBAR HAVEN OF REST UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO BT NUANCE COMMUNICATIONS, INC EZEA D EDE MD AMERICAN COLLEGE OF PHYSICIANS INC CHARTER COMMUNICATIONS		17.65 1,500.00 386.75 1,240.00 172.44 74.92 118.50 3,991.16 327.50 184.69	505961 505962 506026 506036 506036 506117 506129 506135 506147	0 012 61+
NURSE PRACTITIONER				8,013.61*
BAK GLOBAL LLC		50.00	506163	50.00*
ENVIRONMENTAL CONTROL				
AT&T		43.60	505990	43.60*
INDIGENT MEDICAL SERVICES		60 021 20	EQCODO	
CARDINAL HEALTH 110 INC TDS OPERATING INC		60,831.30 174.24	506089 506108 6	1,005.54*
MAINTENANCE-BEAUMONT			-	_,
AAA LOCK & SAFE ECOLAB ENTERGY SANITARY SUPPLY, INC. ACE IMAGEWEAR AT&T WORTH HYDROCHEM OF THE GULF COAST TEXAS FIRE & COMMUNICATIONS AT&T GLOBAL SERVICES CENTERPOINT ENERGY RESOURCES CORP BELT SOURCE LANDSCAPER'S WHOLESALE MARKET NORTHERN TOOL AND EQUIPMENT UNITED REFRIGERATION INC CHARTER COMMUNICATIONS SOUTHWESTERN PAINT&WALLPAPER CO IN MAINTENANCE-PORT ARTHUR	C	$\begin{array}{r} 95.00\\ 220.54\\ 381.31\\ 1,469.87\\ 223.12\\ 1,146.60\\ 3308.25\\ 3,263.66\\ 325.33\\ 457.00\\ 909.99\\ 209.97\\ 195.46\\ 125.80\end{array}$	505930 5059980 5059985 5059985 50599054 50600560 50660566 50660566 50660798 506616161 5066161	9,901.91*
		749.91	505945	
CITY OF PORT ARTHUR - WATER DEPT. TEXAS GAS SERVICE CHARTER COMMUNICATIONS MAINTENANCE-MID COUNTY		513.26 106.81	506043 506145	1,369.98*
		74.23	505946	
CITY OF NEDERLAND ENTERGY SETZER HARDWARE, INC. AT&T W. JEFFERSON COUNTY M.W.D. ATTABOY TERMITE & PEST CONTROL SERVICE CENTER		310.19 12.92 714.60 51.78 61.62	505960 505984 505990 506004 506068	1,225.34*

PGM: GMCOMMV2	DATE 05-09-2023		PAGE: 7
NAME			CHECK NO. 575 TOTAL
ACTION AUTO GLASS SPIDLE & SPIDLE J.K. CHEVROLET CO. M&D SUPPLY PHILPOTT MOTORS, INC. TATE & CO., INC. JEFFERSON CTY. TAX OFFICE JEFFERSON CTY. TAX OFFICE		1,173.149,347.89101.28131.76455.8987.507.507.5507.5507.550118.2841,075.942319.8501,5343.371,686.68	505934 505936 505970 505976 506017 506018 506019 506020 5060221 5060221 5060221 5060221 5060248 506044 506044
BUMPER TO BUMPER AMERICAN TIRE DISTRIBUTORS PRO CHEM INC CINTAS CORPORATION MIDNIGHT AUTO THE GOODYEAR TIRE & RUBBER COMPANY ODP BUSINESS SOLUTIONS, LLC MUNRO'S UNIFORM SERVICES, LLC COATS COMPANY LLC		35.58 319.85 1,552.00 343.34 270.76 1.686.68	506101 506104 506111 506153 506155 506176
VETERANS SERVICE		1,000.00	17,848.95*
UNITED STATES POSTAL SERVICE		8.04	506030 8.04* 403,895.92**
MOSQUITO CONTROL FUND			405,695.92
CITY OF NEDERLAND W.W. GRAINGER, INC. JACK BROOKS REGIONAL AIRPORT ACE IMAGEWEAR AT&T O'REILLY AUTO PARTS CHARTER COMMUNICATIONS AERO PERFORMANCE		43.21 48.80 136.76 64.92 43.54 102.79 82.52 5,132.65	505946 505958 505965 505985 505990 506112 506146 506156
BREATH ALCOHOL TESTING			5,655.19**
CASH ADVANCE ACCOUNT		1,929.26	505966 1,929.26**
J.C. FAMILY TREATMENT			1,525.20
MARY BEVIL		1,168.00	506125 1,168.00**
ENVIRONMENTAL GRANTS/H20 NATIONAL ENVIRONMENTAL HEALTH ASSOC		1,924.38	506140 1,924.38**
EMPG GRANT CHARTER COMMUNICATIONS		122.62	506149
GRANT A STATE AID			122.62**
YOUTH ADVOCATE PROGRAMS INC DEREK HENDERSON AUDITING SERVICES		4,943.75 4,200.00	506062 506178 9,143.75**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE JCCSC CHARTER COMMUNICATIONS		$58.74 \\ 49.56 \\ 600.00 \\ 184.69$	506029 506030 506075 506148 892.99**
LAW OFFICER TRAINING GRT			092.99
ODP BUSINESS SOLUTIONS, LLC ARCTIC SHELL INC AMAZON CAPITAL SERVICES		124.02 383.87 21.12	506153 506159 506160 529.01**
COUNTY CLERK - RECORD MGT			

PGM: GMCOMMV2	DATE 05-09-2023	PAGE: 8
NAME	AMOUNT	CHECK NO. 576 TOTAL
TYLER TECHNOLOGIES INC	6,284.97	506123 6,284.97**
COUNTY CLK RECORDS ARCHIV		0,201.97
KOFILE TECHNOLOGIES INC	60,617.70	506080 60,617.70**
COUNTY RECORDS MANAGEMENT		80,817.70**
TEXAS HISTORICAL COMMISION HHM & ASSOCIATES, INC.	100.00 1,621.71	505997 506134 1,721.71**
CJD SHERIFF GRANTS		1,721.71
OPTIM LLC	9,034.28	506165 9,034.28**
HOTEL OCCUPANCY TAX FUND		9,034.20
CASH ADVANCE ACCOUNT PLUMBING SPECIALTIES, INC. UNITED PARCEL SERVICE UNITED STATES POSTAL SERVICE ATTABOY TERMITE & PEST CONTROL MATERA PAPER COMPANY (USE 209701) VICTORIA RHODES CHARTER COMMUNICATIONS MUNRO'S UNIFORM SERVICES, LLC	2,923.80 281.16 48.02 1.80 65.00 223.92 239.73 130.63 48.51	505966 505978 506001 506029 506068 506087 506122 506143 506155 2,062,57**
DISTRICT CLK RECORDS MGMT		3,962.57**
KOFILE TECHNOLOGIES INC	20,000.24	506080
CAPITAL PROJECTS FUND		20,000.24**
THE HEARTFIELD LAW FIRM	4,500.00	506074
C O SERIES 2019 PROJECTS		4,500.00**
JOHNSON CONTROLS, INC.	12,093.25	505967
AIRPORT FUND		12,093.25**
CITY OF NEDERLAND LOUIS' YAZOO SALES & SERVICE, LLC SANITARY SUPPLY, INC. MR. ROOTER PLUMBING UNITED STATES POSTAL SERVICE LOWE'S HOME CENTERS, INC. DISH NETWORK ROSENBAUER FIREFIGHTING TECHOLOGY INDUSTRIAL & COMMERCIAL MECHANICAL SOUTHEAST TEXAS PARTS AND EQUIPMENT A-1 MAIDA FENCE COMPANY TITAN AVIATION FUELS BEARCOM / KAY ELECTRONICS KEEL ENTERPRISES LLC	1,553.79 49.99 270.93 385.21 .60 88.38 115.37 3,550.00 212.66 550.00 22,939.46 69.45 1,817.00	505946 505969 505982 506027 506029 506040 506059 506063 506083 506083 506092 506095 506114 506119 506173
AIRPORT IMPROVE. GRANTS		32,034.84**
APPLIED PAVEMENT TECHNOLOGY, INC. BRIZO CONSTRUCTION LLC	4,334.90 309,664.15	506141 506164 313,999.05**
SE TX EMP. BENEFIT POOL		520,000.00
STANDARD INSURANCE COMPANY RELIANCE STANDARD LIFE INSURANCE EXPRESS SCRIPTS INC NEUROMUSCULAR CORPORATE SOLUTIONS UNITED HEALTHCARE SERVICES INC	26,296.90 6,327.67 132,876.10 19,200.00 129,265.05	506054 506055 506106 506115 506124 313,965.72**
SETEC FUND		
INDUSTRIAL & COMMERCIAL MECHANICAL	8,275.03	506083 8,275.03**
SHERIFF'S FORFEITURE FUND		

PGM: GMCOMMV2	DATE 05-09-2023		PAGE: 9
NAME	05-09-2025	AMOUNT	CHECK NO. 577 TOTAL
SIMCOM TRAINING CENTER		5,780.00	506052 5,780.00**
LANGUAGE ACCESS FUND			5,780.00**
ANITA U SEPEDA RUBEN ZAPATA		$100.00 \\ 100.00$	506072 506168 200.00**
ARPA CORONAVIRUS RECOVERY			200.00***
BURNS ARCHITECTURE LLC		25,000.00	506171 25,000.00**
BRIC/FMA GRANT			25,000.00**
TIDAL BASIN GOVERNMENT CONSULTING		3,506.25	506130
J C ASSISTANCE DISTRICT 4			3,506.25**
ENTERGY		9.20	505960
GLO DISASTER RECOVERY			9.20**
DE CORP		2,452.08	506136
DISTRICT CRT RECORDS TECH			2,452.08**
KOFILE TECHNOLOGIES INC		3,512.86	506080
MARINE DIVISION			3,512.86**
CITY OF NEDERLAND JACK BROOKS REGIONAL AIRPORT NOACK LOCKSMITH		22.40 2,024.57 2,149.00	505946 505965 505974
SHERIFF - COMMISSARY			4,195.97**
MAVERICK COMMUNICATIONS, INC. TRINITY SERVICES GROUP INC		4,334.83 1,586.48	505972 506120 5,921.31** 1,532,975.34***
			I,JJZ,97J.JH

Consider and possibly approve Out of State Travel Policy

Motion: Commissioner _____

Second: Commissioner _____

Approved

Out Of State Travel Policy

When requesting approval <u>OUT OF STATE TRAVEL</u>, the department head or elected official should submit information, along with the request for approval as an agenda item that addresses the following questions:

1. Is the trip budgeted? If not, how is the trip to be funded?

YES – DA's Office Travel Fund

2. Is the training mandatory or does the training directly impact the employee's assigned job duties?

Includes mandatory CLE credit hours - 27.5 hours

3. Does the benefit appear to be worth the cost?

Yes – Training includes trial issues, jury, evidence and job fair

NO

579

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WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

- 1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2023, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
- 2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
- 3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
- 4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
- 5. This agreement shall be construed according to the laws of the State of Texas.
- 6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
- 7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the $17^{\frac{1}{12}}$ day of <u>April</u>, 2023.

Jeff R. Brunick Jefferson County Judge

Classe

Don Albanese Mayor, City of Nederland



1	
ATTEST	good the
DATE	5-9-2023

Nederland Road Projects

Bomag	Width	Length
Ave B- South 2nd to South 5th	20	4550
South 4 1/2- Nederland Ave to Ave D	20	2500
Atlanta- 9th to 11th	20	850
11th- Chicago to Helena	20	1300
Franklin Ave- 9th to 11th	20	675
Gary-17th to 19th	20	1070
Ave C- 14th to 14 1/2	20	175
Ave D- South 27th to South 29th	20	725
24th-Nederland Ave to Detroit	20	1280
Ave A- 20th to 21st	20	320
Ford- Viterbo to Holmes Ave E- Hardy to Hwy 69	20	1000 1650
8th-Boston to the Dead End	20	675
		_
	Total Lf	16770
	Miles	3.18



PROCLAMATION

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STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the <u>9</u> day of <u>May</u>, 2023, on motion made by <u>Everette D. Alfred</u>, Commissioner of Precinct No. <u>4</u>, and seconded by <u>Michael S. Sinegal</u>, Commissioner of Precinct No. <u>3</u>, the following Proclamation was adopted:

NATIONAL TRAVEL AND TOURISM WEEK

Whereas the last two years have been the hardest the travel industry has ever faced, travel is the essential economic driver for businesses and communities across our country, providing millions of jobs and spurring growth and demand. Travel is an indispensable source of job creation and the faster we can restore travel to and throughout our country, the faster we can create and rebuild American jobs; and

Whereas travel has a positive effect on Texas and the nation's economic prosperity and image abroad, it also impacts business productivity and to individual travelers' well-being; and

Whereas travel to and within the United States provides significant economic benefits for the nation, generating more than \$1.5 trillion in economic output in 2020, with nearly \$642.2 billion spent directly by travelers; and

Whereas travel is among the largest private-sector employers in the United States, supporting 11.1 million jobs in 2020, including 6 million directly in the travel industry; and

Whereas travelers' spending directly generated tax revenues of \$112 billion for federal, state and local governments, funds used to support essential services and programs; and

Whereas travel in Jefferson County, Texas provides economic benefits for the county, employing 5100 jobs (-15.4%) and generating \$16.7 million (-4.57%) in local tax revenue and \$533.4 million (-11.1%) in total direct travel spending; and

Whereas welcoming visitors from near and far always has been, and always will be, the enduring ethos of the travel industry and Jefferson County, Texas.

NOW, THEREFORE BE IT RESOLVED that the Commissioners Court of Jefferson County does hereby proclaim May 7-13, 2023 as National Travel and Tourism Week in Jefferson County, Texas and we urge the citizens of Jefferson County to join me in this special observance.

Signed this	9	_day of _	May	, 2023.
				m
				ATT

JUDGE JEFF R. BRANICK County Judge

218 COMMISSIONER PIERCE

Precinct No. 1 Cary Erichson

COMMISSIONER CARY ERICKSON Precinct No. 2

R COMMISSIONER MICHAEL S. SINEGAL Precinct No. 3

7 allas COMMISSIONER EVERETTE D. ALFRED Precinct No. 4

Permit No. $\frac{07-U-23}{4}$

NOTICE OF PROPOSED PLACEMENT OF PUBLIC UTILITY LINE/COMMON CARRIER PIPLINE WITHIN JEFFERSON COUNTY RIGHT-OF-WAY (2003 REVISION)

Date: 4-25-2023

HONORABLE COMMISSIONERS' COURT JEFFERSON COUNTY BEAUMONT, TEXAS 77701

Gentlemen:

AT&T

, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of FIBER OPTIC CABLE 3 feet Frint Rd , location of which is fully described as follows:

1

_____ pages of drawings attached.

Construction will begin on or after MAY 5 2023

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on and all subsequent revisions thereof to date.

Company AT&T

By JERRY RICHARDSON

Title ENGINEER

Address 222 MAIN ST. BEAUMONT TX. 77701

Telephone 409-659-2423

Fax No.

FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.

2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

N/A	road crossing @ \$100.00	_{\$} N/A
N/A	miles parallel @ \$150.00/mile or fraction	<u>s</u> N/A
	TOTAL	_{\$} N/A

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.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A

County Engineer

05/09/2023

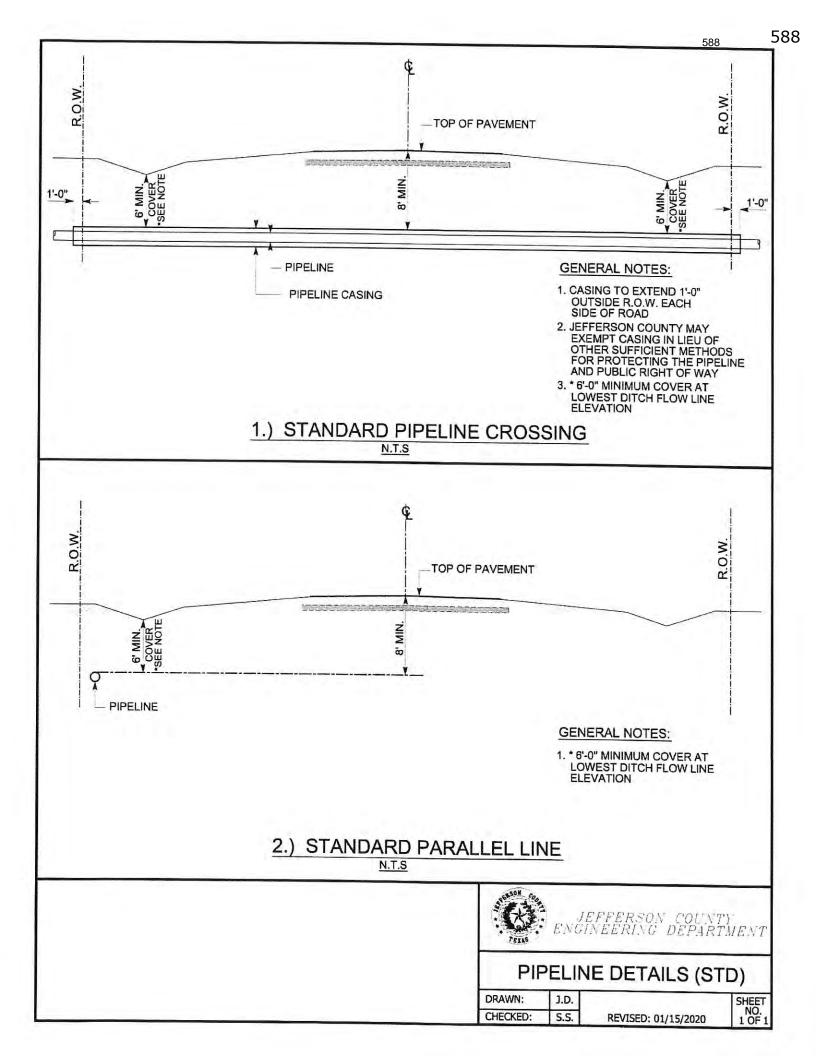
Date

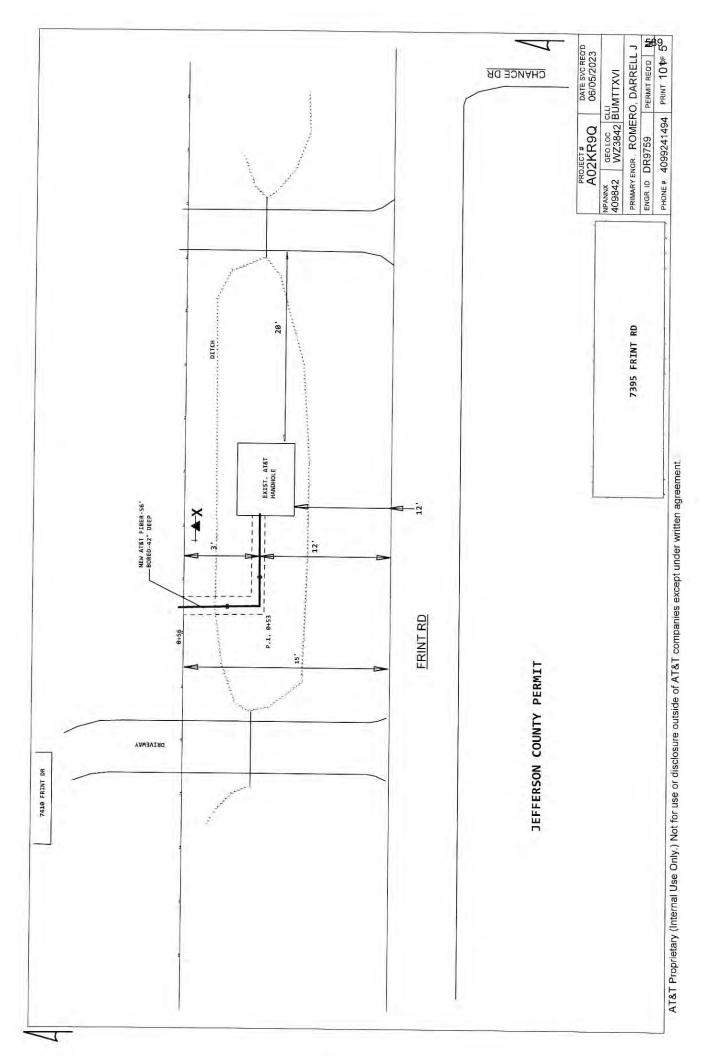
COMMISSIONERS COURT ORDER

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.

COMMISSIONERS COURT By ounty **REV 2020**







UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permitee must complete, in quintruplicate (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.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 - 1. It is a common carrier; and
 - 2. It serves a public purpose; and
 - 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

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 permitee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

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 utility or common carrier 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 utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance of repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

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.

Responsibility for Repairs

The applicant, 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 applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permitee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to e performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant 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 applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier 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 utility or common carrier pipeline. Such casing shall extend 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. <u>Casing</u> 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. <u>Backfill</u> The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ¹/₂ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. <u>Base</u> The base shall be replaced with crushed limestone base material from 2" below the existing bass to 1" below the existing op of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base e less than 6".
- d. Surface
- 1. <u>Dirt, Shell or Gravel Surface</u> 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. <u>Bituminous Surface</u> 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. <u>Concrete Surface</u> 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. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permitee 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.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permitee 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 discontinue for more than 5 working days.

Line Markers

All lines crossing pubic 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 applicant 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 applicant 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 common carrier applicant 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.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant 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. Applicant 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.



STATE OF TEXAS

COUNTY OF JEFFERSON

COMMISSIONERS COURT

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on

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the <u>9</u> day of <u>May</u>, 2023, on motion made by <u>Everette D. Alfred</u>,

Commissioner of Precinct No. 4, and seconded by Michael S. Sinegal, Commissioner of

Precinct No. 3____, the following Resolution was adopted:

WHEREAS, on May 28, 1898, the City of Port Arthur, Texas was officially chartered. Three years later in 1901, the Lucas Gusher was discovered, and Port Arthur became home to 3 of the nation's oil refineries. It is home to the largest refinery in North America, numerous petrochemical plants, and the newest industry of LNG plants. It is home to one of the top military deployment ports in the country at the Port of Port Arthur. It is also recognized as a superior port for commercial shrimping, commercial, and recreational fishing at the Port of Sabine Pass.

WHEREAS, Port Arthur Texas is home to thousands of small businesses and has a thriving diverse population of more than 56,000 residents.

WHEREAS, "the City by the Sea." Port Arthur has long been a focal point for the Gulf Coast region. Port Arthur has overcome devasting hurricanes and incredible destruction, yet Port Arthur has maintained a frontrow seat to Texas' meteoric rise to industrial might, and economic prosperity.

WHEREAS, birding in the United States and the world brings visitors to the city of Port Arthur's Sabine Pass, where according to the Golden Triangle Audubon Society, 360 species of birds have been spotted and recorded. People come from all seven continents to witness this bird migration.

WHEREAS, the City of Port Arthur has made a major contribution to the state's cultural, historical, and economic landscape. Port Arthur's well-known past paved the way for its present flourishing enterprises to continue to grow the community.

WHEREAS, on May 23, 2023, the citizens of Port Arthur, Texas will gather to celebrate the 125th birthday of The City of Port Arthur Texas at "Popeye Holmes Park" located on the Jefferson County Sub-courthouse grounds, facing 4th Street, Port Arthur, Texas 77640, and there will be a tree planting ceremony in front of Port Arthur City Hall, scheduled for its charter date of May 28, 2023.

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby resolves to honor the City of Port Arthur on this milestone birthday as a cause for celebration.

Signed this 9 day of May, 2023.

JUDGE JEFF R. BRANICK County Judge

COMMISSIONER VERNON PIERCE Precinct No. 1

Cary Eriche

COMMISSIONER CARY ERICKSON Precinct No. 2

COMMISSIONER MICHAELS SINEGAL Precinct No. 3

COMMISSIONER EVEREFTE D. ALFRED Precinct No. 4