

Notice of Meeting and Agenda
May 30, 2023

Special, 5/30/2023 10:30:00 AM

BE IT REMEMBERED that on May 30, 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 (ABSENT)

Absent

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2 (ABSENT)

Absent

Commissioner Michael Sinegal, Commissioner Pct. No. 3

Commissioner Everette D. Alfred, Commissioner Pct. No. 4

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Donte Miller and Chief John Shauberger

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Laurie Leister, Chief Deputy County Clerk

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

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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 30, 2023**

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

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

9:30 am Workshop - To hear Presentation on carbon capture and sequestration.

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

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court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that day at the beginning of the meeting. Public comments will be limited to 3 minutes per person.

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

INVOCATION: Cary Erickson, Commissioner, Precinct Two

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

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PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 74

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

- (b). Consider and approve specifications for Invitation for Bid (IFB 23-038/MR) 50 Ton Gooseneck Trailer for Jefferson County Precinct 3, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 75 - 134

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

- (c). Consider, establish and approve Selection Review Committee to review the responses received for (RFP 23-019/MR) Auditing Services for Jefferson County.

NO ATTACHMENTS

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

- (d). Consider, establish and approve Selection Review Committee to review the responses received for (RFP 23-028/MR) Re-Bid FEMA Grant Management Services for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

NO ATTACHMENTS

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

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- (e). Consider and approve, execute, receive and file Change Order No. 1 for (IFB 23-005/JW) Jerry Ware Terminal and Aircraft Fire Fighting (ARFF) Station Rehabilitation with N & T Construction Company, Inc. for a total amount of \$2,890.72 to provide and install (4) valves to isolate areas of building for demolition and construction bringing the total contract amount from \$2,540,734.00 up to \$2,543,624.72. This change order does not increase the number of working days, with the substantial completion date remaining as November 4, 2023. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326; and 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37).

SEE ATTACHMENTS ON PAGES 135 - 139

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

COUNTY AUDITOR:

- (a). Consider and approve budget amendment – General Services – additional cost for termination pay.

SEE ATTACHMENTS ON PAGES 140 - 140

120-1024-419-1099	TERMINATION ALLOWANCE	\$275,000.00	
120-1024-419-2001	F.I.C.A. EXPENSE	\$21,100.00	
120-1024-419-2002	EMPLOYEES' RETIREMENT	\$55,900.00	
120-9999-415-9999	CONTINGENCY APPROPRIATION		\$352,000.00

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

- (b). Consider and approve electronic disbursements for \$557,269.12 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (c).Receive and file Financial & Operating Statements – County Funds Only for the Month Ending April 30, 2023.

SEE ATTACHMENTS ON PAGES 141 - 155

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

- (d).Consider and approve Jefferson County Provider Participation Fund (LPPF) to continue participation in the Comprehensive Hospital Increase Reimbursement Program (CHIRP) for program year 3.

NO ATTACHMENTS

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

- (e).Consider and approve a Resolution recognizing Jamie Schexnaider for the 15 years and 6 months of service to the Jefferson County Auditor's Office and wishing her well in retirement.

SEE ATTACHMENTS ON PAGES 156 - 156

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

- (f).Consider and approve voluntary home buyout of property at 9842 Winzer Road as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 157 - 159

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

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- (g). Consider and approve amended Exhibit A for subrecipient agreement between Jefferson County and Jefferson County Water Control Improvement District 10 (JCWCID) to add additional scope for payment of easement fees for their ARPA funded priority one project. This amendment does not increase the funding for this project.

SEE ATTACHMENTS ON PAGES 160 - 160

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

- (h). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with The Spindletop Center.

SEE ATTACHMENTS ON PAGES 161 - 170

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

- (i). Consider and approve revised subrecipient agreement with Family Services of Southeast Texas (FSSET). Revisions are to adopt the standard County subrecipient agreement and to outline the current scope of the project. This scope is outlined in Exhibit A.

SEE ATTACHMENTS ON PAGES 171 - 180

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

- (j). Regular County Bills – check #506602 through check #506842.

SEE ATTACHMENTS ON PAGES 181 - 190

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

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COUNTY COMMISSIONERS:

- (b). Consider and possibly approve a proclamation for Elder Abuse Prevention Awareness Month

SEE ATTACHMENTS ON PAGES 191 - 191

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

- (c). Consider, possibly approve, receive and file Compiled 2021-2022 Financial Statement for Jefferson County Emergency District No. 1

SEE ATTACHMENTS ON PAGES 192 - 217

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

- (d). Consider, possibly approve a 30-day extension for filing the 2021-2022 audit report for Jefferson County Emergency Services District No. 3 pursuant to Section 775.082, Texas Health & Safety Code.

NO ATTACHMENTS

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

- (e). Consider, possibly approve a 30-day extension for filing the 2021-2022 audit report for Jefferson County Emergency Services District No. 4 pursuant to Section 775.082, Texas Health & Safety Code.

NO ATTACHMENTS

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

- (a). Consider and possibly approve a Resolution recognizing Kent Steward for his 8 years and 8 months of service to Jefferson County, Precinct 1 Road & Bridge and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 218 - 218

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

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve out-of-state travel for Danny Walker and Aaron Howell to Orlando, Florida on July 19, 2023 to July 22, 2023 for the Airborne Public Safety Association Conference. The conference and travel will be paid from the Marine Division Budget.

SEE ATTACHMENTS ON PAGES 219 - 220

Motion by: Sinegal
Second by: Pierce
In Favor: Pierce, 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

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Special, May 31, 2023

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



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 30, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County**. 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

BID NAME: Term Contract for Roadway Pavement Markings for Jefferson County

BID NUMBER: IFB 23-027/MR

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 12, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

The County shall require the bidder to furnish a bid security in the amount of five percent (5%) of the total contract cost. The bid bond must be executed with a surety company authorized to do business in the State of Texas. Within ten (10) days after the date of the signing of a contract, the bidder shall furnish a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

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

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
 May 31, 2023 & June 7, 2023
The Examiner:
 June 1, 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. <https://www.co.jefferson.tx.us/Purchasing/>

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.**1.1 BIDS.**

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. 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) ***Contractor must complete enclosed certification***

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

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

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

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

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

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

of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

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

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

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

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

1. *Minimum wages.*

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

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

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

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

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

(including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(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 separate account assets for the meeting of obligations under the plan or program.

2. **Withholding.**

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

3. **Payrolls and basic records.**

- i. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 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.
- ii. (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the federal agency if the agency is a party to the contract, but if the agency is not such

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

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

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

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

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

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

4. **Apprentices and trainees.**

- i. **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they

performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractors registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- ii. ***Trainees.*** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- iii. ***Equal employment opportunity.*** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Compliance with Copeland Act requirements.

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

6. Subcontracts.

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

7. Contract termination: debarment.

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

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

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

9. Breach.

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

10. Disputes concerning labor standards.

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

11. Certification of eligibility.

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

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

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

RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

(a) Definitions

- (1) *Invention* means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of *et seq.*
- (2) *Subject invention* means any invention of the *contractor* conceived or first actually reduced to practice in the performance of work under this *contract*, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 240l (d)) must also occur during the period of *contract* performance.
- (3) *Practical Application* means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) *Made* when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) *Small Business Firm* means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3- 12, respectively, will be used.
- (6) *Nonprofit Organization* means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(b) Allocation of Principal Rights

The *Contractor* may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the

Contractor retains title, the Federal government shall have a nonexclusive, non-transferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

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

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

(d) Conditions When the Government May Obtain Title

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

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

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

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

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

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

- (1) The *contractor* agrees to execute or to have executed and promptly deliver to the *Federal agency* all instruments necessary to
 - (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the *contractor* elects to retain title, and
 - (ii) convey title to the *Federal agency* when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.
- (2) The *contractor* agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the *contractor* each subject invention made under *contract* in order that the *contractor* can comply with the disclosure provisions of paragraph (c), above, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by (c) (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*). The government has certain rights in the invention."

(g) *Subcontracts*

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

subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (i) of this clause.

(h) Reporting on Utilization of Subject Inventions

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

(i) Preference for United States Industry

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

(j) March-in Rights

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

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

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

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

- (1) Rights to a subject invention in the United States may not be assigned without the approval of the *Federal agency*, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the *contractor*;
- (2) The *contractor* will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;
- (3) The balance of any royalties or income earned by the *contractor* with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

- (4) It will make efforts that are reasonable under the circumstances to attract licensees of subject invention that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the *contractor* determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the *contractor* is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the *contractor*. However, the *contractor* agrees that the Secretary applicants, and the *contractor* will negotiate changes to its licensing policies, procedures, or practices with the Secretary when the Secretary's review discloses that the *contractor* could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4).

(l) Communication

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

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

CLEAN AIR ACT

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

- (m) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (n) The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (o) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

- (1) The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- (2) The contractor agrees to report each violation to the (name of the applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

DEBARMENT AND SUSPENSION *Contractor must complete enclosed certification*

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940)

or disqualified (defined at 2 C.F.R. § 180.935).

- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BYRD ANTI-LOBBYING AMENDMENT

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

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) Contractor will include language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$150,000.00 shall certify and disclose accordingly.

PROCUREMENT OF RECOVERED MATERIALS

(The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40

C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.)

- (1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:
 - a) Competitively within a timeframe providing for compliance with the contract performance

- schedule;
- b) Meeting contract performance requirements; or
 - c) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines website, <http://www.epa.gov/cpg/>.
The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.
- (3) The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the "Solid Waste Disposal Act."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide the Client, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- (4) In compliance with the Disaster Recovery Act of 2018, the Client and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

CHANGES

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

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

DHS SEAL, LOGO, AND FLAGS

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

COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

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

NO OBLIGATION BY FEDERAL GOVERNMENT

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

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

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

PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, prohibits the Contractor from using equipment, (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County

services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

DOMESTIC PREFERENCES FOR PROCUREMENTS

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

AFFIRMATIVE SOCIOECONOMIC STEPS

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2_C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

COPYRIGHT AND DATA RIGHTS

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 12, 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	(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.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, July 5, 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: <https://www.sam.gov>

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

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

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 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, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																										
<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>		<p>OFFICE USE ONLY</p>																										
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**</p>		Must file online at www.ethics.state.tx.us/File																										
<p>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS*</p>																												
<p>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**</p>																												
<p>4</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%; padding: 5px;">Name of Interested Party</th> <th rowspan="2" style="width: 30%; padding: 5px;">City, State, Country (place of business)</th> <th colspan="2" style="width: 35%; padding: 5px;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%; padding: 5px;">Controlling</th> <th style="width: 20%; padding: 5px;">Intermediary</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**</td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> <tr> <td> </td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**																				<p>5 Check only if there is NO Interested Party. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**</p>	
Name of Interested Party			City, State, Country (place of business)	Nature of Interest (check applicable)																								
	Controlling	Intermediary																										
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO																												
<p>6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration</p> <p>My name is _____, and my date of birth is _____</p> <p>My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)</p> <p>I declare under penalty of perjury that the foregoing is true and correct.</p> <p>Executed in _____ County, State of _____, on the _____ day of _____, 20____.</p> <p style="text-align: right;">_____ Signature of authorized agent of contracting business entity (Declarant)</p>																												
<p>ADD ADDITIONAL PAGES AS NECESSARY</p>																												

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 11.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or email at mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at deb.clark@jeffcotx.us.

4.1 SCOPE OF PROJECT:

Jefferson County is soliciting bids for Roadway Pavement Markings. Pavement markings are used to convey messages to roadway users. All proposers must comply with Item 666 ReflectORIZED Pavement Markings in the most current version of the Texas Department of Transportation (TXDOT) Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges Standards. All other TXDOT items referenced in TXDOT item 666 ReflectORIZED Pavement Markings are hereby adopted and made part of the contract to the same extent as if they were herein referenced.

General: The items bid shall be reflective pavement marking type I and raised pavement marking types IIA, IC and ICR.

Standard: Markings shall be retroreflective unless ambient illumination assures that the markings are adequately visible. The colors for markings shall conform to the standard highway colors. The materials used for markings should provide the specified color throughout their useful life. Thermoplastic markings should be 90 mil.

Call Out: Call out shall include daily costs associated with mobilization, preparation of rights-of-way, barricades, signs and traffic handling necessary to perform striping work.

4.2 GENERAL NOTES:

County will maintain the existing section of streets and its appurtenances that are not a part of this project, except those sections damaged by the contractor. All damages caused by the contractor shall be restored to the original or better condition at their own expense. The Contractor shall be responsible for all maintenance of the travel way and appurtenances within the barricaded area for the duration of the project.

Contractor shall place all equipment and vehicles not in operation a minimum of 10-ft from the travel way unless they are protected by a positive barrier.

Contractor shall allow County to enter this project to accomplish such work as may be deemed necessary by the County.

Contractor shall move existing signs, mailboxes, delineators and any other similar obstructions that interfere with construction to temporary locations approved by the County. This temporary relocation shall be subsidiary to the various bid items. The relocated obstructions shall be moved to their permanent positions once the work has progressed to a point in which they are no longer a hindrance.

Contractor shall direct attention to ordinances and regulations of local municipal and county governments and the TCEQ (Texas Commission on Environmental Quality), which may be applicable on this project. Procure all the necessary County permits.

All work necessary to perform striping itemized on the bid form and described in TXDOT Item 666, including but not limited to pavement cleaning and sealing, shall not be paid for directly, but shall be subsidiary to the striping bid items.

4.3 CONTROL OF WORK:

The Contractor shall establish all lines, centerlines, stationing, and benchmarks. There will be no separate payment for this work, but shall be considered subsidiary to various bid items.

All authorized waste material shall become property of the Contractor and shall be disposed of at a location off the right-of-way and project site. Do not mix or store materials, or store/repair equipment, on top of concrete pavement unless authorized by Jefferson County. Permission will be granted to store materials on surfaces if no damage or discoloration will result.

4.4 BARRICADES, SIGNS AND TRAFFIC HANDLING:

Contractor shall plan the sequence of work so as to minimize inconvenience to the traveling public. The Contractor shall notify the Precinct 48 hours in advance of beginning work for each street.

Contractor shall furnish and maintain barricades and warning signs, including the necessary temporary and portable traffic control devices. Place and construct these barricades and warning signs in accordance with the latest *Texas Manual on Uniform Traffic Control Devices*, or as directed by the County. Additional signs and barricades shall be considered subsidiary to various bid items. Cover or remove work zone signs when work related to the signs is not in progress.

4.5 TERMS:

Modification of contract price shall be allowed only on the anniversary date of the contract. Prices throughout the initial one (1) year term shall remain fixed/firm. Written requests for price revisions after the first year shall be submitted in advance of the contract term expiration to the Jefferson County Purchasing Department. The County reserves the right to reject any price increase and/or to terminate the contract.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. (IFB 23-027/MR), Term Contract for Roadway Pavement Markings for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

All work necessary to perform itemized striping as described in TXDOT item 6666, including but not limited to pavement cleaning and sealing shall be subsidiary to the striping bid items listed below.

Item	Description	Unit	Cost
1	Reflective Pavement Marking Type I, 4" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$
2	Reflective Pavement Marking Type I, 6" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$
3	Reflective Pavement Marking Type I, 24" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$
4	Reflective Pavement Marking Type I, 4" White, Solid, 90 mil for Asphalt	Linear Foot	\$
5	Reflective Pavement Marking Type I, 6" White, Solid, 90 mil for Asphalt	Linear Foot	\$
6	Reflective Pavement Marking Type I, 8" White, Solid, 90 mil for Asphalt	Linear Foot	\$
7	Reflective Pavement Marking Type I, 12" White, Solid, 90 mil for Asphalt	Linear Foot	\$
8	Reflective Pavement Marking Type I, 24" White, Solid, 90 mil for Asphalt	Linear Foot	\$
9	Reflective Pavement Marking Type I, 4" Yellow, Broken, 90 mil for Asphalt	Linear Foot	\$
10	Reflective Pavement Marking Type I, 4" White, Broken, 90 mil for Asphalt	Linear Foot	\$
11	Raised Pavement Marking Type II AA, Yellow for Asphalt	Each	\$
12	Raised Pavement Marking Type IC, White for Asphalt	Each	\$
13	Raised Pavement Marking Type ICR, Clear Red for Asphalt	Each	\$
14	Daily Call Out Rate for Asphalt (Shall include all daily costs associated with mobilization, preparation of rights-o-way, barricades, signs and traffic handling necessary to perform striping work.	Per Day	\$
15	Reflective Pavement Marking Type I, 4" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$

Item	Description	Unit	Cost
16	Reflective Pavement Marking Type I, 6" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$
17	Reflective Pavement Marking Type I, 24" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$
18	Reflective Pavement Marking Type I, 4" White, Solid, 90 mil for Concrete	Linear Foot	\$
19	Reflective Pavement Marking Type I, 6" White, Solid, 90 mil for Concrete	Linear Foot	\$
20	Reflective Pavement Marking Type I, 8" White, Solid, 90 mil for Concrete	Linear Foot	\$
21	Reflective Pavement Marking Type I, 12" White, Solid, 90 mil for Concrete	Linear Foot	\$
22	Reflective Pavement Marking Type I, 24" White, Solid, 90 mil for Concrete	Linear Foot	\$
23	Reflective Pavement Marking Type I, 4" Yellow, Broken, 90 mil for Concrete	Linear Foot	\$
24	Reflective Pavement Marking Type I, 4" White, Broken, 90 mil for Concrete	Linear Foot	\$
25	Raised Pavement Marking Type II AA, Yellow for Concrete	Each	\$
26	Raised Pavement Marking Type IC, White for Concrete	Each	\$
27	Raised Pavement Marking Type ICR, Clear Red for Concrete	Each	\$
28	Daily Call Out Rate for Concrete (Shall include all daily costs associated with mobilization, preparation of rights-o-way, barricades, signs and traffic handling necessary to perform striping work.	Per Day	\$
29	Additional Costs (Any other additional costs must be included on this Bid Form)		

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
 Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

 Printed Name of Contractor Representative

 Signature of Representative

 Date

 Printed Name of HUB

 Signature of Representative

 Date

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

REQUIRED FORM

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

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

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
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: _____

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

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

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

May 30, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-038/MR) 50 Ton Gooseneck Trailer for Jefferson County Precinct 3, 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 two (2) copies of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County 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: 50 Ton Gooseneck Trailer for Jefferson County Precinct 3, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326

BID NUMBER: (IFB 23-038/MR)

DUE BY TIME/DATE: 11:00 AM CT, Wednesday, July 12, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
 May 31, 2023 & June 7, 2023
The Examiner:
 June 1, 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. <https://www.co.jefferson.tx.us/Purchasing/>

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

Bid results are not provided in response to telephone inquiries. A preliminary tabulation of bids received will be posted on the Purchasing web page at <https://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 (in writing on the included Bid Form), prices bid will be considered as being based on F.O.B. destination/delivered freight included.

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

21. 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
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(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:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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

	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(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:</p> <p>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.</p> <p>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.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>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</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$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 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 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671g .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	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)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
<p>None</p>	<p>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:</p> <p>(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.</p> <p>(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.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>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.</p>	<p>2 CFR 200.112</p>

None	<p>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.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(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.</p> <p>(b) Affirmative steps must include:</p> <ol style="list-style-type: none"> (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 enterprises; (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. 	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <ol style="list-style-type: none"> (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. 	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>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.</p>	<p>Texas Government Code 2252.152</p>
<p>>\$100,000</p>	<p>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:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental 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:</p> <p>(1) does not boycott Israel; and</p>	<p>Texas Government Code 2271.002</p>

	(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.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, July 12, 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	(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.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, July 5, 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: <https://www.sam.gov>

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

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

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 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, replaces the notary requirement that applied to contracts entered into before January 1, 2018. The TEC filing application does not capture the date of birth or street address of the signatory and it will not appear on forms that are filed using the TEC filing application.

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is <u>NO</u> Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>			
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 11.1.3 **Persons providing services on the project ("subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
 - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
 - 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-038/MR) 50 Ton Gooseneck Trailer for Jefferson County Precinct 3

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-038/MR.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for a 50 ton gooseneck trailer. The trailer furnished under this Specification shall be the latest production model or newer and shall be of good quality workmanship and material. All units offered under this Specification shall meet or exceed the Required Features specified below.

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

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

Minimum Requirements: A copy of the manufacturer specifications, including full warranty terms, must be included with the bid submission.

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

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

Required Specifications/Features

The trailer furnished under this Invitation for Bid must meet or exceed the following specifications.

Item	Description
Tons Capacity	55 Tons Distributed – 50 Ton in any 16'
Construction	(4) I-Beam, Cambered, T-1 Steel
Custom/Paver Special	Tapered Front Beams (8 3/8" Deep)
Platform Width	8' 6"

Item	Description
Platform Length	24'
Platform Height/Road Clearance	22"/6" Loaded (Adjustable)
Cross member Spacing	On 20" Centers
Front Folding Ramps	41" Long-Wood Filled-Adjustable
Frame Reinforced	For 4 Closed Couple Axles Only
Bucket Trough	Last 3 Cross members of Deck
Hydraulic System	From Tractor Wetline
Gooseneck	Non-Ground Engaging Removable Hi Lift
Gooseneck Support Cylinder	Hydraulic
Gooseneck Connection	Pin & Stirrup Type with Vertical Air Lock Pin
Swing Clearance	108" and 84"
Fifth Wheel Height	48"-50"-52"-54"-56" Loaded (Adjustable)
1/8" Aluminum Top Cover	Over Gooseneck Area
Aluminum Hinged and Lockable Cover	At Rear of Gooseneck
Air Brakes	16.5" x 7" with Auto Slacks & Outboard Drums
Anti-Lock Brakes	None (Trailer GVWR Exceeds 120,000#)
Spring Brakes	On One Axle
Axles	(3) 22,500#, 5/8" Wall
Tires	(12) 255/70R22.5 (H)
Wheels	Steel Disc, 10 Hole, Hub Piloted, 8.25" x 22.5"
Suspension	Air Ride with 55" Axle Spacing
Suspension	Air Lift 3 rd Axle Only
Suspension	+3/-3 Height Control, Auto/Manual
Manual Exhaust Valve	On All Axles

Item	Description
Lights	L.E.D. Rubber Sealed System
Additional Amber Clearance Lights	(1) Pair Per Side of Deck
Battery Back-Up	Amber Strobe Lights on Battery Back-Up
3 rd Taillight Package	Amber L.E.D. Strobe Warning Lamps
Lash Rings	(22) Total – (8) Per Side (Bent Style), (1) Each side Front of Deck Flat Style on 45 Degree Angle, (2) Back by 3:1 Slope, (1) Each Bolster End (Flat Style)
Extension Brackets (Outriggers)	None (Weldments Only)
Decking	1 ½” Apitong Full Width
Paint	Gloss Black (2 Part Urethane) Steel Parts to Match Paint Color
Rear Deck	Open Boomwell with Extra Low First Cross Member and with 1 ½” Apitong Over Tires only (No Cover Plate)
Rear Slope (Main to Rear Deck)	3 to 1 (18 Degree) with Open Center, Each Side Covered with Steel Plate and Traction Bars
Roller Stop at Rear	4” High, Width of Main Beams
Flag Holder with Thumb Screws	1 Pair Front Corner of Deck, 1 Pair Ends of Light Panel
Air and Electrical Connections	For Future Flip Removable Axle
Storage Baskets	(1) at Front of Deck, (1) at Rear of Deck

Trade In Option

Jefferson County has a 2020 70 LBG Flatbed Gooseneck Trailer that we would like to trade in with the purchase of the trailer supplied in this Invitation for Bid. The trailer is manufactured by Interstate Trailers Inc. The GVWR is 82,000 lb. The dimensions are 102” - 18’/3’. This trailer will be sold “as is”. Contact Jeffrey Collins at Road and Bridge Precinct 3 to see the trailer. The direct number is 409-736-2851. This is an option on the “Bid Form” for the bidder and is not required. Photos of the 2020 70 LBG Flatbed Gooseneck Trailer are include on the next page.

Photos of Flatbed Gooseneck Trailer to be traded.



(IFB 23-038/MR) 50 Ton Gooseneck Trailer for Jefferson County Precinct 3

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: 50 Ton Gooseneck Trailer
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 23-038/MR), 50 Ton Gooseneck Trailer for Jefferson County Precinct 3. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Item No.	Item Description	Bid Price	Projected Delivery Time from Date of Purchase
1	50 Ton Gooseneck Trailer		
2	Trade In Amount for 2020 Flatbed Gooseneck Trailer (Optional)		N/A

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>				
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>				
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; margin-right: 100px;">Date</p>				

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

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

PAGE 1 OF 4

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

* This is the property amount identification number assigned by the Jefferson County Appraisal District.
 ** For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____

ATTEST

DATE 5/30/2023

CHANGE ORDER

IFB 23-005/JW
PO# 00003 ¹³⁵

PROJECT: Jerry Ware Terminal
CONTRACTOR: N&T Construction
1376 Laurel Ave
Beaumont, Texas 77701

CHANGE ORDER NO: 1
DATE: 05.23.2023
ARCHITECT'S PROJECT NO.: 21030
CONTRACT DATE: 03.28.2023
CONTRACT FOR: Rehabilitation

This Contract is changed as follows:

1 VALVES:		
provide and install 4 valves to provide the ability to isolate areas of the building for demolition and construction.		
Hinote Plumbing		\$1,515.00
	Contractor's Fee	\$181.80
	Subtotal	\$1,696.80
2 COLUMN:		
Add a support column at exterior wall that is scheduled to be demoed.		
Ratliff Industries		\$941.00
N&T Construction - weld plate at top and provide anchors at bottom plate.		\$125.00
	Contractor's Fee	\$127.92
	Subtotal	\$1,193.92
TOTAL:		\$2,890.72

**See attached breakdown

Not valid until signed by the Owner, Architect, and Contractor.

The original Contract Sum was \$2,540,734.00
 Net change by previously authorized Change Orders \$00.00
 The Contract Sum prior to this Change Order was \$2,540,734.00
 The Contract sum will be increased by this Change Order in the amount of \$2,890.72
 The new Contract Sum including this Change Order will be \$2,543,624.72

The Contract Time will be increased by zero (00) days.

The date of Substantial Completion as of the date of this Change Order therefore stays as November 4, 2023.

NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

N&T Construction
1376 Laurel Ave
Beaumont, Texas 77701

Jefferson Co Commissioners Court
1149 Pearl St
Beaumont, Texas 77701

By: [Signature]

By: [Signature]

By: [Signature]

Date: 5/24/23

Date: 5/24/23

Date: MAY 30, 2023



JEFF R. BRANICK
JEFFERSON COUNTY JUDGE



CPR # 01

N&T Construction
 1376 Laurel Ave.
 Beaumont, Texas 77701
 Phone: (409) 813-8592
 Fax: (409) 813-8597

PROJECT: Jerry Ware Terminal & ARFF Station
 5000 Jerry Ware Dr.
 Beaumont, Texas 77705

CHANGE PROPOSAL REQUEST

TO: LaBiche Architectural
 7999 Gladys Ave., Suite 101
 Beaumont, Texas 77706
 Attn: Dohn LaBiche

FROM: N&T Construction Co., Inc.
 Lauren Williams

CHANGE PROPOSAL #: 01

DATE: 5/16/23

REFERENCE: -

SCHEDULE IMPACT: -

DESCRIPTION OF CHANGE:

Provide and install 4 valves to provide the ability to isolate areas of the building for demolition and construction.

Currently there is not a way to turn off the water for demo and construction work without turning off the water to the whole building and other buildings.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	Hinote Plumbing	LS	1	\$1,515.00	Subcontractor	\$1,515.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$1,515.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
					Subtotal:	\$1,515.00
	12.00%				Contractor's Fee:	\$181.80
					Subtotal:	\$1,696.80
	0.00%				Bonds & Insurance:	\$0.00
					Change Proposal Grand Total:	\$1,696.80

HINOTE PLUMBING, INC.
P. O. BOX 248
ORANGE, TEXAS 77639-0248

CHANGE PRICING

PROJECT: WARE TERMINAL
NEDERLAND, TEXAS

DATE: MAY 23, 2023

TO: N & T CONSTRUCTION

ATT: LAUREN WILLIAMS

RE: ISOLATION VALVES

WORK DESCRIPTION:

Furnish and install one each of (4) valves, in the existing plumbing system, to provide the ability to isolate optional areas in the existing building.

3/4" Nibco S585 Full Port Domestic Ball Valve	\$ 70.90
1" " "	\$ 96.80
1 1/2" " "	\$ 234.90
2" " "	\$ 282.65
8 Hours Plumber @ 63.61	\$ 508.92
8 Hours Apprentice @ 40.13	\$ 321.04

Materials: \$ 685.00

Labor: \$ 830.00

Total: \$ 1,515.00



CPR # 02

N&T Construction
 1376 Laurel Ave.
 Beaumont, Texas 77701
 Phone: (409) 813-8592
 Fax: (409) 813-8597

PROJECT: Jerry Ware Terminal & ARFF Station
 5000 Jerry Ware Dr.
 Beaumont, Texas 77705

CHANGE PROPOSAL REQUEST

TO: LaBiche Architectural
 7999 Gladys Ave., Suite 101
 Beaumont, Texas 77706
 Attn: Dohn LaBiche

FROM: N&T Construction Co., Inc.
 Lauren Williams

CHANGE PROPOSAL #: 02

DATE: 5/22/23

REFERENCE: -

SCHEDULE IMPACT: -

DESCRIPTION OF CHANGE:

Add a support column at exterior wall that is scheduled to be demoed.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	Ratliff Industries	LS	1	\$941.00	Material	\$941.00
2	N&T Construction - Weld plate at top and provide anchors at bottom plate	LS	1	\$125.00	Labor	\$125.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$1,066.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
				Subtotal:		\$1,066.00
	12.00%			Contractor's Fee:		\$127.92
				Subtotal:		\$1,193.92
	0.00%			Bonds & Insurance:		\$0.00
				Change Proposal Grand Total:		\$1,193.92

RATLIFF INDUSTRIES, INC.

P.O. BOX 8359 • LUMBERTON, TEXAS 77657
PHONE# (409) 755-1830 • FAX# (409) 755-1853
E-MAIL: JMCCLELLAND@RATLIFFINC.COM

N & T Construction Company, Inc.
1376 Laurel Ave
Beaumont, TX 77701
E-mail: lwilliams@nandtconstruction.com

5/22/2023

Attn: Lauren Williams

Re: 4" Pipe for Jerry Ware

Lauren,

We propose to fabricate and prime paint (gray) the following per your request:

1 @ 4" sch. 40 X 8'-0" w/(2) 5" X ¼' X 5" plates

Material Escalation Clause: If, during the performance of the contract, the price of the material significantly increases, through no fault of Ratliff Industries, Inc., the price shall be equitably adjusted by an amount reasonably necessary to cover any such significant price increases.

Price: \$941.00

Price is F.O.B. jobsite and excludes sales tax.

Terms: Net 30 Days -WAC- no retainage allowed. To be invoiced as delivered.

Payments shall be sent to P.O. Box 8359, Lumberton, TX 77657.

Actual shop scheduling would be determined at time of order placement with consideration to project requirements, material availability, detailing time, and prior commitment of shop space.

Delays caused by incomplete drawings or revisions may delay deliveries.

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

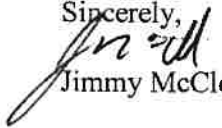
To place an order please sign and return the acceptance below:

Accepted By: _____

Assigned P.O. No. _____

For more information please visit our website at www.ratliffinc.com.

Ratliff Quote 23-275

Sincerely,

Jimmy McClelland

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: FRAN LEE
SUBJECT: BUDGET AMENDMENT
DATE: MAY 24, 2023

The following budget transfer for General Services is necessary for additional cost for termination pay.

120-1024-419-1099	Termination Allowance	\$275,000
120-1024-419-2001	FICA	\$21,100
120-1024-419-2002	Employees Retirement	\$55,900
120-9999-415-9999	Contingency	\$352,000

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending April 30, 2023



Patrick Swain - County Auditor

PATRICK SWAIN
 COUNTY AUDITOR
 (409) 835-8500



1149 PEARL ST. - 7TH FLOOR
 BEAUMONT, TEXAS 77701

May 23, 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 April 30, 2023 together with the results of operations of the budget for the seventh period then ended.

Revenue:

Total budgeted revenue collected for the six months ending April 30, 2023 is \$125,187,499. Budgeted Revenues are \$145,842,157 leaving \$20,654,658 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 \$98,102,455 for the seven months of the year. This amount represents 96% of the budgeted amount of \$101,866,087.

Sales Taxes:

Fifty-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:

Sixty percent of budgeted revenue from Licenses & Permits has been collected. Licenses & Permits are budgeted to be \$434,000 for the year.

Intergovernmental:

Seventy-eight percent of Intergovernmental Revenue has been collected. Intergovernmental Revenue is budgeted to be \$1,311,000.

Fees:

Fifty-one 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 \$2,913,116.

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, fifty-three 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,

A handwritten signature in black ink, appearing to read 'P. Swain', with a long horizontal flourish extending to the right.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING APRIL 30, 2023
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending April 30, 2023

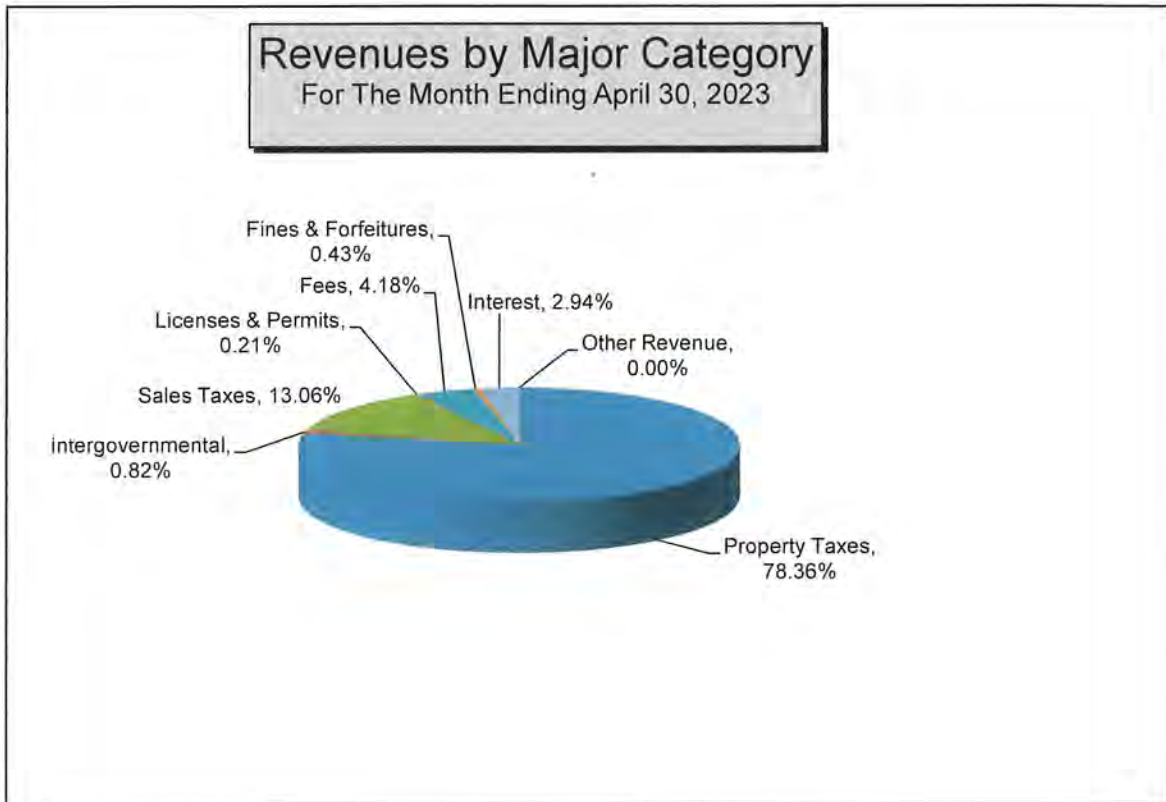
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 104,945,604	77,056,576	9,237,598	5,441,887	942,361	3,973,037	\$ 201,597,063
Receivables & Prepaids	6,824,310	13,501	-	284,379	302,301	-	7,424,491
Intergovernmental Receivables	(138,829)	-	-	-	-	-	(138,829)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	968,360	9,367	-	-	194,093	-	1,171,820
Other Assets	155,220	-	-	-	77,248,855	-	77,404,075
Total Assets	<u>\$ 112,904,665</u>	<u>\$ 77,079,444</u>	<u>\$ 9,237,598</u>	<u>\$ 5,726,266</u>	<u>\$ 78,687,610</u>	<u>\$ 3,973,037</u>	<u>\$ 287,608,620</u>
<u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,174,919	345,489	-	-	(109,254)	2,625,852	\$ 6,037,006
Intergovernmental Payables	360	-	-	-	4	-	364
Other Liabilities	6,137,330	407,416	-	261,940	6,081,916	-	12,888,602
Fund Balance/Equity	103,592,056	76,326,539	9,237,598	5,464,326	72,714,944	1,347,185	268,682,648
Total Liabilities and Fund Balance/Equity	<u>\$ 112,904,665</u>	<u>\$ 77,079,444</u>	<u>\$ 9,237,598</u>	<u>\$ 5,726,266</u>	<u>\$ 78,687,610</u>	<u>\$ 3,973,037</u>	<u>\$ 287,608,620</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending April 30, 2023

	<u>3/31/2023</u>	<u>Month Ending April 30, 2023</u>				<u>4/30/2023</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 308,911	\$ 244	\$ 25,014	\$ -	\$ -	\$ 284,141
Road & Bridge Pct. 1	5,778,710	(63,305)	6,345	-	-	5,709,060
Road & Bridge Pct. 2	1,444,243	44,755	136,817	-	-	1,352,181
Road & Bridge Pct. 3	513,719	44,755	165,137	-	-	393,337
Road & Bridge Pct. 4	3,806,680	44,755	176,917	-	-	3,674,518
Engineering Fund	742,490	6,195	84,399	-	-	664,286
Parks & Recreation	180,971	5,336	10,333	-	-	175,974
General Fund	91,002,591	4,524,723	9,406,469	-	-	86,120,845
Mosquito Control Fund	2,198,907	8,332	102,331	-	-	2,104,908
Tobacco Settlement Fund	3,100,629	12,177	-	-	-	3,112,806
Total General Funds	109,077,851	4,627,967	10,113,762	-	-	103,592,056
Total Special Revenue Funds	67,147,746	11,209,644	2,030,851	-	-	76,326,539
Total Capital Project Funds	9,576,177	(153,867)	184,712	-	-	9,237,598
Total Debt Service Funds	5,420,585	44,241	500	-	-	5,464,326
Total Enterprise Funds	72,817,428	435,210	537,694	-	-	72,714,944
Total Internal Service Funds	758,978	1,962,738	1,374,531	-	-	1,347,185
Total Balances	\$ <u>264,798,765</u>	\$ <u>18,125,933</u>	\$ <u>14,242,050</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>268,682,648</u>

Jefferson County Texas
 Statement of Revenues by Category - Compared with Budget Allocation
 For The Month Ending April 30, 2023

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 98,102,455	\$ 101,866,087	\$ 3,763,632	3.69%
Sales Taxes	16,353,957	29,700,000	13,346,043	44.94%
Licenses & Permits	259,981	434,000	174,019	40.10%
Intergovernmental	1,024,444	1,311,000	286,556	21.86%
Fees	5,235,072	10,234,270	4,999,198	48.85%
Fines & Forfeitures	531,674	1,500,000	968,326	64.56%
Interest	3,679,916	766,800	(2,913,116)	-379.91%
Other Revenue	-	30,000	30,000	100.00%
	<u>\$ 125,187,499</u>	<u>\$ 145,842,157</u>	<u>\$ 20,654,658</u>	<u>14.16%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2023

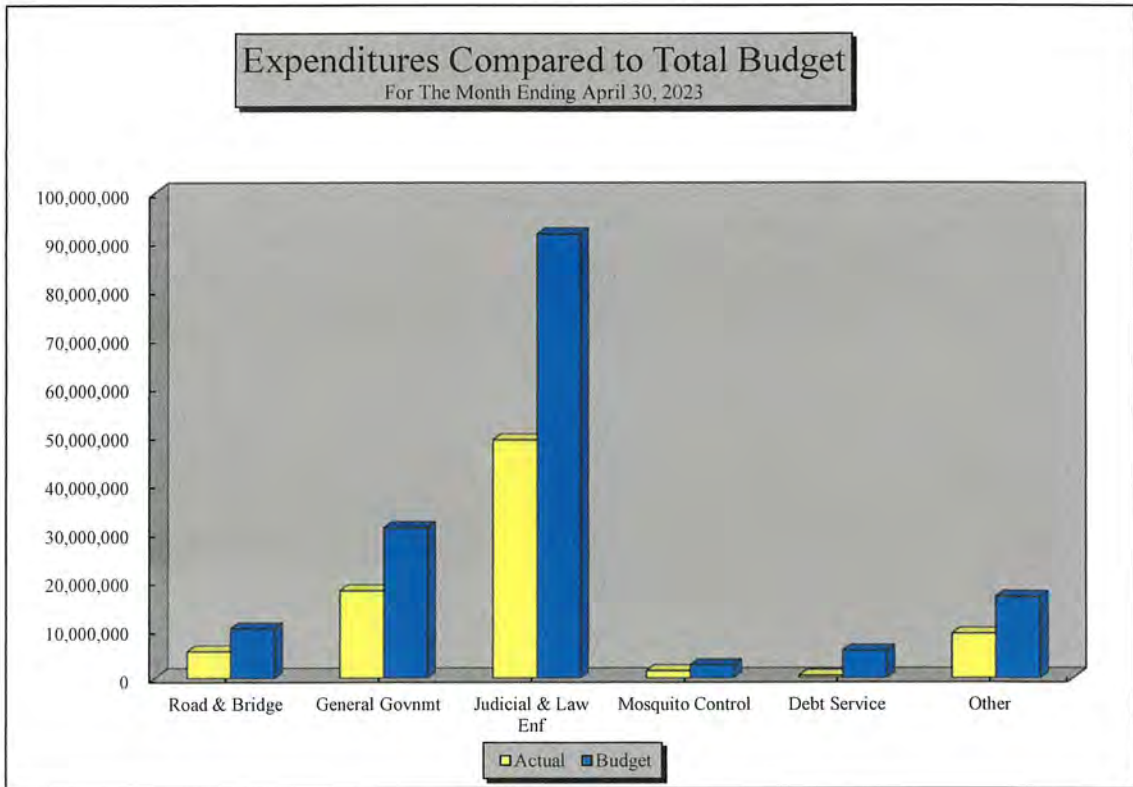
	October 2022 -December	January	February	March	April	Cumulative Total	Annual Budget	Unrealized Balance
Jury Fund								
Current Taxes	\$ 4,119	\$ 5,128	\$ 10,215	\$ 775	\$ 86	\$ 20,323	\$ 21,024	\$ 701
Delinquent Taxes	898	(169)	129	342	8	1,208	2,370	1,162
Jury Fees	9,634	4,986	5,670	4,916	-	25,206	60,000	34,794
Other Revenue	32,946	160	-	27,132	150	60,388	80,500	20,112
Road & Bridge Pct. 1								
Current Taxes	163,489	203,531	405,451	30,773	3,421	806,665	834,507	27,842
Delinquent Taxes	3,431	(647)	491	1,308	29	4,612	9,056	4,444
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,375	-	-	-	78,375	575,000	496,625
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	292,068	525,000	232,932
Sales, Rentals & Services	336,927	-	484	32,951	(108,060)	262,302	-	(262,302)
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	3,421	806,665	834,507	27,842
Delinquent Taxes	3,431	(647)	491	1,308	29	4,612	9,056	4,444
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,375	-	-	-	78,375	575,000	496,625
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	292,068	525,000	232,932
Sales, Rentals & Services	-	-	3,301	-	-	3,301	-	(3,301)
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	84,465	225,000	140,535
Road & Bridge Pct. 3								
Current Taxes	163,489	203,531	405,451	30,773	3,421	806,665	834,507	27,842
Delinquent Taxes	3,431	(647)	491	1,308	29	4,612	9,056	4,444
Intergovernmental Revenue	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,375	-	-	-	78,375	575,000	496,625
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	292,068	525,000	232,932
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	84,465	225,000	140,535
Road & Bridge Pct. 4								
Current Taxes	163,489	203,531	405,451	30,773	3,421	806,665	834,507	27,842
Delinquent Taxes	3,431	(647)	491	1,308	29	4,612	9,056	4,444
Intergovernmental Revenue	-	-	-	-	-	-	8,000	8,000
Auto Registration Fees	-	78,375	-	-	-	78,375	575,000	496,625
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	292,068	525,000	232,932
Sales, Rentals & Services	112,776	-	854	133	-	113,763	-	(113,763)
Fines and Forfeitures	34,736	14,827	20,678	14,217	-	84,458	225,000	140,542
Other Revenue	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending April 30, 2023

	October 2022					Cumulative	Annual	Unrealized
	-December	January	February	March	April	Total	Budget	Balance
Engineering Fund								
Current Taxes	\$ 218,445	\$ 271,949	\$ 541,744	\$ 41,118	\$ 4,571	\$ 1,077,827	\$ 1,115,028	\$ 37,201
Delinquent Taxes	5,257	(992)	753	2,004	44	7,066	13,876	6,810
Licenses and Permits	720	620	600	810	1,580	4,330	5,500	1,170
Sales, Rentals & Services	1,000	-	-	500	-	1,500	1,000	(500)
Parks & Recreation								
Current Taxes	26,018	32,391	64,526	4,897	544	128,376	132,808	4,432
Delinquent Taxes	178	(34)	26	68	2	240	471	231
Sales, Rentals & Services	20,647	4,176	2,960	7,012	4,790	39,585	65,100	25,515
General Fund								
Current Taxes	17,386,887	21,645,378	43,119,435	3,272,697	363,800	85,788,197	88,744,241	2,956,044
Delinquent Taxes	362,741	(68,432)	51,953	138,314	3,030	487,606	957,471	469,865
Sales Taxes	2,994,702	3,470,408	3,884,183	2,989,390	3,015,274	16,353,957	29,700,000	13,346,043
Other Taxes	-	-	-	-	-	-	30,000	30,000
Licenses and Permits	60,818	29,926	38,468	27,818	98,621	255,651	428,500	172,849
Intergovernmental Revenue	138,656	111,659	63,290	171,839	241,095	726,539	1,222,500	495,961
Fees of Office	877,336	365,652	322,892	280,467	46,122	1,892,469	3,432,010	1,539,541
Other Sales, Rentals & Svcs.	1,129,022	18,664	264,135	(167,828)	171,181	1,415,174	2,276,160	860,986
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	585,600	3,523,606	720,000	(2,803,606)
Other Revenue	-	-	-	-	-	-	-	-
Mosquito Control Fund								
Current Taxes	394,975	491,715	979,538	74,345	8,264	1,948,837	2,016,104	67,267
Delinquent Taxes	8,124	(1,533)	1,164	3,098	68	10,921	21,443	10,522
Sales, Rentals & Services	-	-	-	-	-	-	-	-
Tobacco Settlement Fund								
Intergovernmental Revenue	-	-	-	237,517	-	237,517	-	(237,517)
Interest	19,276	9,997	12,081	16,236	12,177	69,767	26,200	(43,567)
Debt Service								
Current Taxes	1,084,046	1,349,558	2,688,433	204,047	22,682	5,348,766	5,398,859	50,093
Delinquent Taxes	27,491	(4,263)	3,947	10,533	272	37,980	68,140	30,160
Interest	6,503	8,609	21,876	28,268	21,287	86,543	20,600	(65,943)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-
Total	\$ 27,560,842	\$ 29,602,767	\$ 54,670,130	\$ 8,681,552	\$ 4,672,208	\$ 125,187,499	\$ 145,842,157	\$ 20,654,658

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 58% of Budget Expended
 For The Month Ending April 30, 2023

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 241,474	\$ 500,212	\$ 258,738	51.73%
Road & Bridge Funds	4,830,093	8,810,100	3,980,007	45.18%
Engineering Fund	633,155	1,279,596	646,441	50.52%
Parks & Recreation Fund	70,844	227,068	156,224	68.80%
General Fund:				
General Government	18,116,333	31,129,367	13,013,034	41.80%
Judicial	12,069,894	22,856,709	10,786,815	47.19%
Law Enforcement	36,807,236	68,129,831	31,322,595	45.97%
Education	224,221	475,130	250,909	52.81%
Health & Welfare	4,986,405	9,414,609	4,428,204	47.04%
Maintenance	2,434,831	4,323,824	1,888,993	43.69%
Other	1,346,066	2,426,231	1,080,165	44.52%
Mosquito Control Fund	1,519,757	2,728,624	1,208,867	44.30%
Tobacco Settlement	220,000	220,000	-	-
Debt Service Funds	485,975	5,715,100	5,229,125	91.50%
	<u>\$ 83,986,284</u>	<u>\$ 158,236,401</u>	<u>\$ 74,250,117</u>	<u>46.92%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2023

	October 2022					Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April		Total	Budget	Balance
Jury Fund	\$ 99,670	\$ 26,051	\$ 34,845	\$ 41,410	\$ 25,014	\$ 14,484	\$ 241,474	\$ 500,212	\$ 258,738
Road & Brdg Pct. 1	263,213	110,315	112,433	153,827	6,345	551,080	1,197,213	2,061,365	864,152
Road & Brdg Pct. 2	384,893	139,331	151,528	204,257	136,817	152,075	1,168,901	2,032,628	863,727
Road & Brdg Pct. 3	465,596	125,530	159,496	201,839	165,137	149,571	1,267,169	2,345,255	1,078,086
Road & Brdg Pct. 4	387,947	129,109	140,024	155,000	176,917	207,813	1,196,810	2,370,852	1,174,042
Engineering	255,322	83,381	83,229	123,533	84,399	3,291	633,155	1,279,596	646,441
Parks & Recreation	24,337	6,566	7,942	4,306	10,333	17,360	70,844	227,068	156,224
Tax Assessor/Coll.	991,011	310,143	312,862	465,066	313,812	11,518	2,404,412	4,718,125	2,313,713
Human Resources	96,959	32,082	40,106	52,856	33,044	3,225	258,272	551,460	293,188
County Auditor	427,931	128,293	120,641	181,979	125,995	2,299	987,138	1,802,059	814,921
County Clerk	470,602	161,904	169,476	252,779	170,009	12,946	1,237,716	2,632,690	1,394,974
County Judge	182,267	59,693	54,029	84,467	74,093	391	454,940	1,077,634	622,694
Risk Management	74,438	23,762	24,512	35,240	23,696	1,145	182,793	327,769	144,976
County Treasurer	100,637	34,485	33,531	51,480	34,509	1,960	256,602	453,516	196,914
Printing Department	28,816	13,296	12,685	15,043	10,880	11,650	92,370	167,525	75,155
Purchasing Department	143,973	47,101	48,360	67,464	47,228	4,655	358,781	673,017	314,236
General Services	3,460,103	1,606,307	772,483	1,954,313	1,025,090	135,234	8,953,530	14,207,837	5,254,307
MIS	1,335,768	226,758	217,512	319,756	173,295	54,229	2,327,318	3,439,648	1,112,330
Voter's Registration	39,725	(5,547)	9,398	14,087	9,931	6,571	74,165	168,425	94,260
Elections	330,401	42,976	36,636	60,348	38,802	19,133	528,296	909,662	381,366
District Attorney	1,758,056	567,405	588,577	857,395	579,201	10,860	4,361,494	8,169,124	3,807,630
District Clerk	523,898	176,393	176,116	260,223	175,669	16,754	1,329,053	2,358,777	1,029,724
Criminal Dist. Court	347,204	157,610	158,339	169,374	131,504	3,405	967,436	1,826,127	858,691
58th Dist. Court	75,044	25,293	25,477	37,966	25,369	426	189,575	353,322	163,747
60th Dist. Court	80,916	27,104	27,320	40,172	27,134	40	202,686	369,735	167,049
136th Dist. Court	80,382	27,288	27,529	40,672	27,833	-	203,704	370,331	166,627
172nd Dist. Court	79,288	27,393	27,046	39,501	26,671	349	200,248	351,811	151,563
252nd Dist. Court	233,890	101,735	100,744	143,451	119,142	1,515	700,477	1,376,977	676,500
279th Dist. Court	140,731	42,933	54,636	69,459	59,863	-	367,622	661,376	293,754
317th Dist. Court	101,417	35,722	36,629	44,056	38,272	(105)	255,991	593,909	337,918
J.P. Pct. 1 Pl 1	100,290	34,594	34,027	47,119	27,620	20	243,670	462,587	218,917
J.P. Pct. 1 Pl 2	105,704	34,250	36,538	52,866	36,184	732	266,274	463,483	197,209
J.P. Pct. 2	72,434	24,505	24,340	38,853	30,672	1,066	191,870	412,178	220,308
J.P. Pct. 4	98,632	35,009	32,278	50,087	36,709	492	253,207	461,258	208,051
J.P. Pct. 6	95,694	30,752	31,896	50,267	32,467	725	241,801	450,049	208,248
J.P. Pct. 7	92,800	31,740	31,500	46,431	33,480	-	235,951	446,260	210,309
J.P. Pct. 8	90,130	31,321	32,742	46,750	28,661	305	229,909	446,370	216,461
Cnty. Court at Law 1	127,632	43,297	43,731	64,887	44,064	59	323,670	584,298	260,628
Cnty. Court at Law 2	138,537	38,457	44,940	58,726	45,107	637	326,404	715,233	388,829
Cnty. Court at Law 3	176,110	57,955	59,022	84,609	56,959	31	434,686	893,057	458,371
Court Master	150,901	49,164	48,399	71,588	48,625	103	368,780	763,334	394,554

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending April 30, 2023

	October 2022					Encumbrances	Cumulative	Annual	Unencumbered
	December	January	February	March	April		Total	Budget	Balance
Dispute Resolution	\$ 72,132	\$ 24,647	\$ 22,335	\$ 31,624	\$ 23,384	\$ 1,264	\$ 175,386	\$ 327,113	\$ 151,727
Comm. Supervision	1,560	520	9,023	520	520	-	12,143	20,901	8,758
Sheriff's Dept.	3,601,056	1,254,152	1,189,409	1,897,501	1,218,666	67,119	9,227,903	17,140,372	7,912,469
Crime Lab	370,962	114,567	118,270	175,165	115,932	9,624	904,520	1,743,692	839,172
Jail	7,234,423	3,692,326	2,952,129	3,951,772	2,826,380	1,100,452	21,757,482	39,398,584	17,641,102
Juvenile Probation	347,798	122,708	122,138	172,827	115,673	5,716	886,860	1,863,655	976,795
Juvenile Detention	465,965	171,295	152,202	247,568	159,541	98,130	1,294,701	2,566,321	1,271,620
Constable Pct. 1	182,474	62,135	64,767	93,374	60,331	8,400	471,481	870,011	398,530
Constable Pct. 2	116,726	38,279	38,934	60,223	38,475	506	293,143	562,066	268,923
Constable Pct. 4	119,934	40,227	40,333	58,960	39,964	350	299,768	549,345	249,577
Constable Pct. 6	140,648	49,299	45,379	74,768	50,802	837	361,733	680,432	318,699
Constable Pct. 7	127,336	43,783	40,552	61,388	41,232	14	314,305	568,546	254,241
Constable Pct. 8	123,776	41,560	41,795	63,682	41,512	229	312,554	565,906	253,352
County Morgue	243,517	116,235	113,415	78,266	119,210	-	670,643	1,600,000	929,357
Agriculture Ext.	82,539	28,745	32,925	46,523	31,234	2,255	224,221	475,130	250,909
Public Health # 1	309,417	123,056	105,242	138,733	96,458	5,292	778,198	1,575,946	797,748
Public Health # 2	287,876	113,446	110,674	139,212	96,026	3,892	751,126	1,403,873	652,747
Nurse Practitioner	82,114	27,929	27,330	40,369	28,835	10,213	216,790	383,685	166,895
Child Welfare	22,723	9,534	12,010	7,857	1,358	-	53,482	120,000	66,518
Env. Control	97,718	32,598	33,031	56,443	33,518	-	253,308	480,866	227,558
Ind. Medical Svcs.	321,699	115,859	1,884,530	134,141	103,495	239,433	2,799,157	5,175,888	2,376,731
Emergency Mgmt.	54,473	19,962	13,852	27,955	17,985	117	134,344	274,351	140,007
Beaumont Maintenance	457,576	262,692	237,579	250,554	198,385	335,999	1,742,785	3,098,675	1,355,890
Port Arthur Maint.	178,350	78,012	64,488	88,693	64,208	63,774	537,525	968,134	430,609
Mid-County Maint.	45,282	20,202	15,985	26,654	16,454	29,944	154,521	257,015	102,494
Service Center	282,165	118,300	116,954	117,380	128,302	380,353	1,143,454	1,399,489	256,035
Veteran Service	79,574	27,180	26,998	41,759	26,999	102	202,612	372,863	170,251
Mosquito Control	485,907	100,743	97,945	146,198	102,331	586,633	1,519,757	2,728,624	1,208,867
Tobacco Settlement	220,000	-	-	-	-	-	220,000	220,000	-
Debt Service Funds	2,800	482,675	-	-	500	-	485,975	5,715,100	5,229,125
Contingency	-	-	-	-	-	-	-	653,879	653,879
Total	\$ 30,391,819	\$ 12,234,122	\$ 11,913,778	\$ 14,983,611	\$ 10,114,262	\$ 4,348,692	\$ 83,986,284	\$ 158,236,401	\$ 74,250,117

Jefferson County, Texas
 Statement of Bonded Indebtedness
 For The Month Ending April 30, 2023

Issue	Beginning Amount Outstanding	2022-2023 Requirements				2022-2023 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 12,960,000	\$ 4,170,000	\$ 472,200	\$ 2,500	\$ 4,644,700	\$ -	\$ 236,100	\$ 1,900	\$ 238,000	\$ 12,960,000
2019 Certificates of Obligation	13,820,000	575,000	492,900	2,500	1,070,400	-	246,450	1,525	247,975	13,820,000
	<u>\$ 26,780,000</u>	<u>\$ 4,745,000</u>	<u>\$ 965,100</u>	<u>\$ 5,000</u>	<u>\$ 5,715,100</u>	<u>\$ -</u>	<u>\$ 482,550</u>	<u>\$ 3,425</u>	<u>\$ 485,975</u>	<u>\$ 26,780,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending April 30, 2023

Fund	Transfers In	Transfers Out
120 General Fund	-	1,192,635 (a)
120 General Fund	-	235,293 (b)
230 Community Supervision Fund	-	17,274 (a)
233 Mentally Impaired Offender	3,839 (a)	-
239 Drug Diversion Program	13,435 (a)	-
241 Sheriff Department Grants	1,384 (b)	-
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)	-
	<u>\$1,445,202</u>	<u>\$1,445,202</u>

(a) Budgeted Transfer

(b) Grant Match



Resolution

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30 day of May, 2023, on motion made by Michale Sinegal, Commissioner of Precinct No. 3, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Jamie S Schexnaider has devoted **15 years and 6 months** of her life serving the citizens of Jefferson County with pride and professionalism; and

WHEREAS, Jamie S Schexnaider has made an outstanding contribution to the Jefferson County Auditor's Office. During her career with Jefferson County, she served admirably in the capacity of a Financial Technician - Payroll.

WHEREAS, through hard work and commitment to excellence, **Jamie S Schexnaider** has earned the respect of her colleagues and the citizens of Jefferson County; and

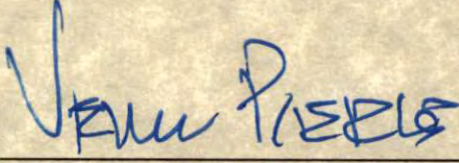
WHEREAS, having made a significant contribution to the Jefferson County Auditor's Office, **Jamie S Schexnaider** is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Jamie S Schexnaider** for her dedicated service as a valuable employee of the Jefferson County Auditor's Office and wishes her well in her retirement

SIGNED this 30 day of May, 2023.



JUDGE JEFF R. BRANICK
 County Judge




COMMISSIONER VERNON PRICE
 Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
 Precinct No. 3

COMMISSIONER CARY ERICKSON
 Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
 Precinct No. 4

Consider and approve voluntary home buyout of property at 9842 Winzer Road as part of the Texas GLO Hurricane Harvey Grant.

AGREEMENT FOR SALE

This Agreement is made and entered into by and between Jefferson County, a body politic and corporate under the laws of the State of Texas, hereinafter referred to as the COUNTY, and Clifford L. Breaux and Dovie A Breaux, husband and wife, hereinafter referred to as the SELLER. In consideration of the mutual agreements herein, the COUNTY and the SELLER agree as follows:

1. Contractual Background: The COUNTY is acting under a federal grant from the U.S. Department of Housing and Urban Development ("HUD") administered by the General Land Office of Texas ("GLO") to purchase real property damaged by floods during 2015, 2016 and/or Hurricane Harvey in 2017. The SELLER owns that certain parcel of real property located at 9842 Winzer Road, Beaumont, Texas and being further described as: Five (5) acres, more or less out of Lot 4, Block 15 of the William Reppen Subdivision, Jefferson County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof, hereinafter called the "Property". The SELLER represents and warrants that (a) the Property was damaged by the floods in 2015, 2016 and/or Hurricane Harvey in 2017; (b) the SELLER qualifies for the assistance being granted in this Agreement; and (c) while the SELLER is under no obligation to sell the Property under this program, SELLER wishes to do so voluntarily, and that the power of eminent domain will not be used to acquire this property if SELLER chooses to withdraw from voluntary participation in this program.

2. The COUNTY agrees to pay the SELLER for the Property the sum of Three Hundred Sixty-three Thousand and no/100 Dollars (\$363,000.00), (the "Purchase Price"). The Purchase Price will be payable at Closing after the acceptance of this agreement and approval of the SELLER'S title; provided that the SELLER can execute and deliver a general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances. The SELLER acknowledges that the Purchase Price has been determined by adding \$0.00, the value of certain reimbursement repairs (for which receipts were provided), to the Property's current fair market value of \$363,000.00, with an administrative settlement of \$0.00.

THIS AGREEMENT WILL BE VALID FOR A PERIOD OF UP TO 90 DAYS FROM THE DATE OF EXECUTION. SHOULD THE SELLER FAIL TO COMPLETE THE CLOSING WITHIN THIS 90-DAY TIMEFRAME, THE AGREEMENT SHALL BECOME NULL AND VOID AT THE SOLE DISCRETION OF JEFFERSON COUNTY.

POSSESSION OF THE PROPERTY WILL BE GIVEN TO THE COUNTY AT THE TIME OF CLOSING. SELLER MUST VACATE THE PROPERTY LATER THAN TWENTY-FOUR (24) HOURS AFTER CLOSING.

3. It is understood by all parties that the SELLER'S proceeds from the sale may be less than the Purchase Price because those proceeds will first be applied to (a) all liens on the Property, including ad valorem real property taxes, which are due and payable at the date of Closing and (b) any costs of Closing on the transaction payable to any party other than the COUNTY. It is further understood that the SELLER will return to the COUNTY any disaster aid money received

by the SELLER if any of those funds amounts to duplicity of benefits.

4. The SELLER agrees that SELLER will execute all necessary documents to transfer the property in fee simple title to COUNTY, and also agrees to execute now and in the future, any and all documents required by the COUNTY, GLO and/or HUD to complete this transaction and to comply with County, State or Federal regulations.
5. The SELLER will not, without notifying the COUNTY, remove any materials, fixtures or improvements from the Property without first obtaining prior written approval from the COUNTY as well as an appraisal of any materials, fixtures or improvements to be removed. The value of any materials, fixtures or improvements removed, as finally determined, may, at COUNTY'S option, be deducted from the Purchase Price, if the Purchase Price has not been paid in full, or may be repaid by the SELLER within ten (10) days after removal if the Purchase Price has been paid to the SELLER. The value of the property removed will be solely determined by the COUNTY and must be negotiated prior to removal. The SELLER understands that no fixtures, materials or improvements may be removed from the premises, and, the COUNTY will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this provision may result in changing the fair market value of the Property.
6. The SELLER understands that this is a voluntary transaction, and that SELLER is not entitled to nor will SELLER claim any relocation benefits provided by the Uniform Relocation Assistance and Real Property Acquisition Policies Act ("URA").
7. The SELLER acknowledges that SELLER (a) has had an opportunity to review this Agreement;(b) has had an opportunity, if the SELLER so chooses, to contact an attorney of SELLER'S choice to review this Agreement; and (c) fully understands the nature of this Agreement and hereby releases and agrees to hold the COUNTY harmless from any and all claims arising out of or related to this Agreement or anything incident to the sale of the Property.

This Agreement is binding upon the heirs, executors, successors and assigns of all parties.

CLIFFORD L. BREAUX

DOVIE A. BREAUX

JEFFERSON COUNTY:

Hon. Jeff R. Branick, County Judge

EXHIBIT A

**Subrecipient Project Information and Approved Work
Amendment No. 1**

Subrecipient Entity Name

Jefferson County Water Control Improvement District 10

Subrecipient Mailing Address

3707 Central Blvd.
Nederland, TX 77627

Subrecipient Primary Contact

Name: Thomas McDonald
Title: District Manager
Email: tmcdonald@jcwcid10.com
Phone #: (409) 722-6922 / (409) 540-6684

Subrecipient Secondary Contact

Name: Candace Plessala
Title: Office Manager
Email: cplessala@jcwcid10.com
Phone #: (409) 722-6922

Subrecipient Unique Entity Identifier

118529177

SLFRF Subaward Amount

\$ 6,000,000.00

Project Name

Wastewater Treatment Plant Improvements

Project Physical Address

3707 Central Blvd.
Nederland, TX 77627

Project Description

Re-route WWTP effluent force main to the Neches River. Includes a triplex pump station with emergency backup power, concrete disinfection basin, concrete dechlorination basin, electrical controls, and other miscellaneous improvements.

Project Goals / Intended Outcomes

Reduce TPDES Permit Exceedances/enforcement action from State Agencies and TCEQ fines.

Approved Activities / Scope of Work

1. Survey, Design and Engineering - (Including construction plans, contract documents, & technical specifications)
2. Project Management, Bidding, Construction Engineering, and Construction Inspection
3. Permitting Fees
4. Easement Fee(s)
5. General Construction Contract
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

Subrecipient Signature & Date

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

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

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

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

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

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

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 957,474.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

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

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

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

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

2. TERM OF AGREEMENT

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

3. PAYMENTS

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

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

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

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

6. RETURN OF FUNDS; RECOUPMENT

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

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

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

7. FAILURE TO PERFORM

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

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

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

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

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

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

9. CLOSEOUT

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

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

10. INDEMNIFICATION

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

11. NOTICES

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

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

jeff.branick@jeffcotx.us

Spindletop Center
 Holly Borel, CEO
 655 S. 8th St.
 Beaumont, TX 77701

holly.borel@stctr.org

12. RESERVATION OF RIGHTS

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

13. FURTHER ASSURANCE

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

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

14. ASSIGNMENT

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

15. AMENDMENTS

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

16. VENUE AND CHOICE OF LAW

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

17. SEVERABILITY

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

18. INTEGRATED DOCUMENT

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

19. NO THIRD-PARTY BENEFICIARY

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

20. HEADINGS

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

21. AUTHORITY TO SIGN

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

JEFFERSON COUNTY, TEXAS

Jeff Branick
~~Jeff Branick~~ *EVERETT D. ALFREY*
~~County Judge~~

Jefferson County, Texas

MAY 30, 2023
Date

SUBRECIPIENT

Holly Borel
CEO
Spindletop Center

Date

ATTEST:

Roxanne Acosta-Hellberg

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/30/2023
Date

ATTEST:

Denise LeBlanc
CFO
Spindletop Center

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Spindletop Center

Subrecipient Mailing Address

655 S. 8th St.
Beaumont, TX 77701

Subrecipient Primary Contact

Name: Holly Borel

Title: CEO

Email: holly.borel@stctr.org

Phone #: 409-784-5547

Subrecipient Secondary Contact

Name: Denise LeBlanc

Title: CFO

Email: denise.leblanc@stctr.org

Phone #: 409-784-5668

Subrecipient Unique Entity Identifier

MLQYZE4SM6Y8

SLFRF Subaward Amount

\$ 957,474.00

Project Name

North Campus Facility Generator

Project Physical Address

655 S. 8th St
Beaumont, Texas 77701

Project Description

Design and Installation of Facility generator

Project Goals / Intended Outcomes

Prevent disruption of critical services during electric service interruptions.

Approved Activities / Scope of Work

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting and Fees
4. Site Work Contract
5. General Construction Contract
6. _____
7. _____
8. _____
9. _____
10. _____

Jefferson County Approval & Date

Christine P. Offord 5-30-23

Subrecipient Signature & Date

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

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

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

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

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

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

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

Eligible Costs Timeframe

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

Obligations

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

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

Expenditures

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

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

C. Required Information for Project and Expenditure Reports

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

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

D. Civil Rights Compliance

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

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

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

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

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

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

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

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 5,000,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

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

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

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

the Project. However, no such additional allocation is guaranteed.

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

2. TERM OF AGREEMENT

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

3. PAYMENTS

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

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

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

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

6. RETURN OF FUNDS; RECOUPMENT

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

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

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

7. FAILURE TO PERFORM

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

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

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

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

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

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

9. CLOSEOUT

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

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

10. INDEMNIFICATION

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

11. NOTICES

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

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

jeff.branick@jeffcotx.us

Family Services of Southeast Texas
 Deborah Tomov, Executive Director
 3550 Fannin St.
 Beaumont, Texas 77701

dtomov@westrengthenfamilies.org

12. RESERVATION OF RIGHTS

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

13. FURTHER ASSURANCE

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

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

14. ASSIGNMENT

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

15. AMENDMENTS

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

16. VENUE AND CHOICE OF LAW

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

17. SEVERABILITY

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

18. INTEGRATED DOCUMENT

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

19. NO THIRD-PARTY BENEFICIARY

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

20. HEADINGS

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

21. AUTHORITY TO SIGN

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

JEFFERSON COUNTY, TEXAS

Jeff Branick
~~Jeff Branick~~ ~~County Judge~~ ~~Jefferson County, Texas~~

~~County Judge~~
Jefferson County, Texas

MAY 30, 2023
Date

SUBRECIPIENT

Deborah Tomov
Executive Director
Family Services of Southeast Texas Inc.

Date

ATTEST:

Roxanne Acosta-Hellberg

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

5/30/2023
Date

ATTEST:

Kim Tran
Finance Director
Family Services of Southeast Texas Inc.

Date



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

Family Services of Southeast Texas Inc.

Subrecipient Mailing Address3550 Fannin St.
Beaumont, Texas 77701**Subrecipient Primary Contact**

Name: Deborah Tomov

Title: Executive Director

Email: dtomov@westrengthenfamilies.org

Phone #: (409) 833-2668

Subrecipient Secondary Contact

Name: Kim Tran

Title: Finance Director

Email: ktran@westrengthenfamilies.org

Phone #: (409) 833-2668

Subrecipient Unique Entity Identifier

GTQCLMKNDE18

SLFRF Subaward Amount

\$ 5,000,000.00

Project Name

New Shelter Facility

Project Physical Address6730 Concord Rd
Beaumont, Texas 77706**Project Description**

Construction of a new facility for delivery of program services to victims of domestic and sexual abuse including residential, non-residential, community, business and administrative spaces.

Project Goals / Intended Outcomes

Deliver services to strengthen and support the mental, emotional and physical health and recovery of victims of Domestic Violence and Sexual Assault, including assistance with chemical dependency, lethality assessment, legal proceedings and to improve inter-agency coordination of victims services in Southeast

Approved Activities / Scope of Work

1. Design and Engineering
2. Project Management, Monitoring and Inspection
3. Permitting and Fees
4. Site Work Contract
5. General Construction Contract
6. Texas department of Licensing & Regulation (TDLR)
7. Geo- Technical Soils Report
8. Material Testing
9. Topographical Survey
- 10.

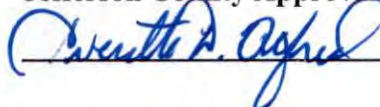
Jefferson County Approval & Date

 5-30-23
Subrecipient Signature & Date

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

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

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

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

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

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

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

Eligible Costs Timeframe

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

Obligations

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

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

Expenditures

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

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

C. Required Information for Project and Expenditure Reports

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

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

D. Civil Rights Compliance

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

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
AT&T	87.66	506668	
DEPARTMENT OF INFORMATION RESOURCES	.06	506681	
VERIZON WIRELESS	76.00	506688	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	262.72**
ROAD & BRIDGE PCT.#2			
EASTEX RUBBER & GASKET	21.52	506639	
DEPARTMENT OF INFORMATION RESOURCES	.04	506681	
CENTERPOINT ENERGY RESOURCES CORP	59.26	506713	
NEW WAVE WELDING TECHNOLOGY	7.50	506727	
RELADYNE	862.40	506757	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	1,049.72**
ROAD & BRIDGE PCT. # 3			
ENTERGY	185.51	506649	
PHILPOTT MOTORS, INC.	143.45	506658	
SANITARY SUPPLY, INC.	132.78	506661	
S.E. TEXAS BUILDING SERVICE	65.00	506666	
VERIZON WIRELESS	37.99	506688	
VULCAN INC	1,395.00	506703	
ROSS RIDGE SAND COMPANY LP	1,800.00	506723	
FELIX AAA AUTO & TRUCK PARTS LLC	250.74	506766	
O'REILLY AUTO PARTS	53.31	506781	
NORTH & EAST TX CTY JUDGES & COMM	225.00	506800	
CHARTER COMMUNICATIONS	155.33	506812	
ODP BUSINESS SOLUTIONS, LLC	90.93	506821	
MUNRO'S UNIFORM SERVICES, LLC	23.95	506823	4,558.99**
ROAD & BRIDGE PCT.#4			
AUDILET TRACTOR SALES	438.00	506629	
M&D SUPPLY	960.71	506657	
DEPARTMENT OF INFORMATION RESOURCES	.01	506681	
UNITED STATES POSTAL SERVICE	10.31	506693	
EVERETT D ALFRED	315.05	506704	
NATALIE ROBERTS	280.34	506725	
INTERSTATE ALL BATTERY CENTER - BMT	345.90	506732	
NORTHERN TOOL AND EQUIPMENT	324.95	506742	
ON TIME TIRE	190.00	506745	
ASCO	1,566.90	506752	
O'REILLY AUTO PARTS	28.64	506781	
GULF COAST	180.79	506789	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
NORTH & EAST TX CTY JUDGES & COMM	225.00	506800	
SNAP-ON INDUSTRIAL	4,295.46	506803	
MUNRO'S UNIFORM SERVICES, LLC	67.71	506823	9,328.77**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	506797	275.00**
PARKS & RECREATION			
SANITARY SUPPLY, INC.	2,161.80	506661	
VERIZON WIRELESS	37.99	506688	
NORTHERN TOOL AND EQUIPMENT	194.97	506742	2,394.76**
GENERAL FUND			
TEXAS PARKS & WILDIFE	573.00	506719	
OMNIBASE SERVICE OF TEXAS	1,381.96	506839	1,954.96*
TAX OFFICE			
DEPARTMENT OF INFORMATION RESOURCES	.01	506681	
UNITED STATES POSTAL SERVICE	613.46	506693	
ROCHESTER ARMORED CAR CO INC	378.40	506738	

NAME	AMOUNT	CHECK NO.	TOTAL
NEMO-Q	580.00	506756	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	506797	
ODP BUSINESS SOLUTIONS, LLC	678.89	506821	2,646.76*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.06	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	103.06*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	11.01	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	506797	222.01*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	363.84	506693	
SIERRA SPRING WATER CO. - BT	81.94	506694	
THOMSON REUTERS-WEST	216.00	506753	
FUNCTION 4 LLC	374.00	506771	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	506797	
WAVE SOLUTIONS LLC	6,384.00	506819	
ODP BUSINESS SOLUTIONS, LLC	59.89	506821	
AMAZON CAPITAL SERVICES	335.07	506831	8,223.74*
COUNTY JUDGE			
CATHERINE BRUNEY	500.00	506650	
CHARLES ROJAS	500.00	506680	
UNITED STATES POSTAL SERVICE	1.52	506693	
ROCKY LAWDERMILK	2,700.00	506701	
JEFF R BRANICK	124.05	506717	
GRACE NICHOLS	900.00	506731	
HARVEY L WARREN III	2,700.00	506737	
THOMSON REUTERS-WEST	133.38	506753	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	7,657.95*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	24.24	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	123.24*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	200.77	506693	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	506762	271.77*
PRINTING DEPARTMENT			
CINTAS CORPORATION	29.90	506770	29.90*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	30.55	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	129.55*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	30.00	506653	
SPINDLETOP MHMR	34,666.91	506656	
CROWN CASTLE INTERNATIONAL	1,833.43	506709	
BOSWORTH PAPERS	4,310.50	506802	
CHARTER COMMUNICATIONS	232.15	506814	41,072.99*
DATA PROCESSING			
DELL MARKETING L.P.	7,814.55	506635	
CDW COMPUTER CENTERS, INC.	239.10	506678	
VERIZON WIRELESS	75.98	506688	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
ODP BUSINESS SOLUTIONS, LLC	174.20	506821	8,402.83*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	192.99	506693	192.99*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT	3.99	506694	
PENSKE TRUCK LEASING	5,182.77	506707	
AT&T MOBILITY	829.15	506767	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
ODP BUSINESS SOLUTIONS, LLC	24.85	506821	
VICTORIA FRASIER	45.13	506840	6,184.89*
DISTRICT ATTORNEY			
DELL MARKETING L.P.	1,821.43	506635	
UNITED STATES POSTAL SERVICE	265.12	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	506797	
OCCUPATIONAL MEDICAL CARE	75.00	506838	2,669.55*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	277.87	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	376.87*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	2.22	506693	
KIMBERLY R. BROUSSARD	97.75	506729	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	506797	
B. E. FRANKLIN LAW FIRM, PLLC	1,700.00	506829	1,997.97*
58TH DISTRICT COURT			
THOMSON REUTERS-WEST	492.00	506753	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	591.00*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	5.99	506695	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	104.99*
136TH DISTRICT COURT			
THOMSON REUTERS-WEST	52.42	506753	52.42*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	99.00*
252ND DISTRICT COURT			
TODD W LEBLANC	800.00	506623	
EDWARD B. GRIPON, M.D., P.A.	795.00	506648	
UNITED STATES POSTAL SERVICE	8.34	506693	
M.K. HAMZA, PHD, P.A.	3,200.00	506749	
MATUSKA LAW FIRM	600.00	506760	
THOMAS WILLIAM KELLEY	21,712.50	506785	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	27,214.84*
279TH DISTRICT COURT			
SOUTHEAST TEXAS WATER	34.00	506667	
TONYA CONNELL TOUPS	220.00	506724	
BRITTANIE HOLMES	220.00	506748	
THOMSON REUTERS-WEST	60.00	506753	
WILLIAM FORD DISHMAN	220.00	506758	754.00*
317TH DISTRICT COURT			
THOMAS J. BURBANK PC	325.00	506631	
KEVIN S. LAINE	325.00	506676	
UNITED STATES POSTAL SERVICE	.60	506693	
GLEN M. CROCKER	410.00	506699	
ALLEN PARKER	110.00	506736	

NAME	AMOUNT	CHECK NO.	TOTAL
WILLIAM FORD DISHMAN	110.00	506758	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
JUSTICE COURT-PCT 1 PL 1			1,379.60*
UNITED STATES POSTAL SERVICE	21.50	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
JUSTICE COURT-PCT 1 PL 2			120.50*
CASH ADVANCE ACCOUNT	458.13	506653	
ULINE SHIPPING SUPPLY SPECIALI	390.95	506672	
UNITED STATES POSTAL SERVICE	37.73	506693	
JUSTICE COURT-PCT 4			886.81*
DEPARTMENT OF INFORMATION RESOURCES	.09	506681	
ODP BUSINESS SOLUTIONS, LLC	175.29	506821	
JUSTICE COURT-PCT 6			175.38*
CASH ADVANCE ACCOUNT	681.81	506653	
UNITED STATES POSTAL SERVICE	18.29	506693	
SIERRA SPRING WATER CO. - BT	57.95	506696	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
JUSTICE COURT-PCT 7			857.05*
AT&T	43.83	506668	
DEPARTMENT OF INFORMATION RESOURCES	.17	506681	
JUSTICE OF PEACE PCT. 8			44.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
COUNTY COURT AT LAW NO.1			99.00*
UNITED STATES POSTAL SERVICE	3.04	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
COUNTY COURT AT LAW NO. 2			102.04*
DAVID GROVE	250.00	506626	
DONALD BOUDREAUX	500.00	506630	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	506648	
UNITED STATES POSTAL SERVICE	7.34	506693	
SIERRA SPRING WATER CO. - BT	42.46	506697	
LAURIE PEROZZO	250.00	506734	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
THE WALKER LAW FIRM	300.00	506809	
ODP BUSINESS SOLUTIONS, LLC	242.42	506821	
COUNTY COURT AT LAW NO. 3			3,281.22*
JARED GILTHORPE	250.00	506761	
THE SAMUEL FIRM, PLLC	250.00	506786	
COURT MASTER			500.00*
KENT W JOHNS	1,000.00	506740	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
COMMUNITY SUPERVISION			1,099.00*
VECTOR SECURITY	530.00	506774	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	506797	
SHERIFF'S DEPARTMENT			926.00*
EAST TEXAS PEACE OFFICERS ASSN.	125.00	506638	
EQUINE MEDICINE & SURGERY	38.00	506641	
FED EX	37.58	506643	
CASH ADVANCE ACCOUNT	1,799.29	506653	

NAME	AMOUNT	CHECK NO.	TOTAL
KIRKSEY'S SPRINT PRINTING	63.69	506655	
SAM'S WESTERN WEAR, INC.	283.80	506660	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	506664	
DEPARTMENT OF INFORMATION RESOURCES	537.29	506681	
VERIZON WIRELESS	3,457.09	506686	
UNITED STATES POSTAL SERVICE	965.41	506693	
FONDREN FORENSICS INC	475.00	506728	
GALLS LLC	169.28	506765	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	506797	
ODP BUSINESS SOLUTIONS, LLC	973.84	506821	
AMAZON CAPITAL SERVICES	39.99	506831	
LEGAL AND LIABILITY RISK MGMT INSTI	700.00	506841	
			10,185.26*
CRIME LABORATORY			
ALLOMETRICS INC.	205.00	506625	
FED EX	92.92	506644	
FISHER SCIENTIFIC	272.01	506645	
VERIZON WIRELESS	37.99	506687	
CERILLIANT	580.00	506702	
SURVEY MONKEY	372.00	506759	
TRI-TECH FORENSICS	98.00	506769	
FERGUSON ENTERPRISES INC	62.42	506773	
AIRGAS USA, LLC	3,726.53	506782	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
AMY COMER	5.00	506818	
ODP BUSINESS SOLUTIONS, LLC	212.32	506821	
			5,763.19*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	685.10	506622	
JOHNSTONE SUPPLY	87.96	506627	
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	506640	
W.W. GRAINGER, INC.	808.48	506647	
JACK BROOKS REGIONAL AIRPORT	1,231.50	506652	
CASH ADVANCE ACCOUNT	571.35	506653	
JOHNSON SUPPLY	89.21	506654	
M&D SUPPLY	190.23	506657	
SHERWIN-WILLIAMS	519.91	506665	
DEPARTMENT OF INFORMATION RESOURCES	2.63	506681	
TEXAS GAS SERVICE	645.94	506705	
INTERCONTINENTAL JET CORP	790.75	506712	
WORLD FUEL SERVICES	2,412.41	506735	
SAM'S CLUB DIRECT	1,016.75	506747	
THOMSON REUTERS-WEST	3,760.35	506753	
GALLS LLC	126.96	506765	
TEXAS DEPARTMENT OF AGRICULTURE	125.00	506768	
FERGUSON ENTERPRISES INC	12,054.35	506773	
CORRHEALTH PLLC	30,700.17	506778	
MOORE-ALL TEX SUPPLY	72.58	506780	
TRINITY SERVICES GROUP INC	25,927.99	506787	
TRUX SERVICE BODY & RIGGING LLC	475.00	506788	
BOEING DISTRIBUTION, INC	88.32	506793	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	506797	
SPINDLETOP PLUMBING	1,721.03	506810	
ODP BUSINESS SOLUTIONS, LLC	451.77	506821	
B&M SUPPLIERS LLC	5,244.75	506833	
			90,689.49*
JUVENILE PROBATION DEPT.			
FED EX	167.68	506642	
VERIZON WIRELESS	53.34	506688	
UNITED STATES POSTAL SERVICE	4.24	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	506797	
ODP BUSINESS SOLUTIONS, LLC	216.14	506821	
			738.40*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	1,364.14	506661	
BEN E KEITH COMPANY	325.79	506710	
CENTERPOINT ENERGY RESOURCES CORP	235.36	506713	
BIG THICKET PLUMBING INC	160.00	506779	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	

NAME	AMOUNT	CHECK NO.	TOTAL
FLOWERS BAKING COMPANY OF HOUSTON	61.11	506825	
CONSTABLE PCT 1			2,245.40*
VERIZON WIRELESS	228.06	506688	
UNITED STATES POSTAL SERVICE	31.51	506693	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
CONSTABLE-PCT 2			358.57*
VERIZON WIRELESS	113.97	506688	
CONSTABLE-PCT 4			113.97*
CDW COMPUTER CENTERS, INC.	505.03	506678	
VERIZON WIRELESS	113.97	506688	
TND WORKWEAR CO LLC	327.75	506772	
CONSTABLE-PCT 6			946.75*
VERIZON WIRELESS	113.97	506688	
UNITED STATES POSTAL SERVICE	6.59	506693	
CONSTABLE PCT. 7			120.56*
CASH ADVANCE ACCOUNT	119.00	506653	
AT&T	43.83	506668	
VERIZON WIRELESS	113.97	506688	
CONSTABLE PCT. 8			276.80*
VERIZON WIRELESS	113.97	506688	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
AGRICULTURE EXTENSION SVC			212.97*
TEXAS AGRILIFE EXTENSION SERVICES	1,159.00	506669	
TYLER FITZGERALD	268.55	506784	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	506797	
HEALTH AND WELFARE NO. 1			1,638.55*
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	506628	
CLAYBAR FUNERAL HOME, INC.	1,500.00	506633	
CLAYBAR HAVEN OF REST	1,240.00	506690	
UNITED STATES POSTAL SERVICE	95.75	506693	
THOMSON REUTERS-WEST	157.18	506753	
FUNCTION 4 LLC	599.00	506771	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	506797	
EZEA D EDE MD	3,490.91	506798	
TEXAS MEDICAL LIABILITY TRUST	587.00	506799	
ODP BUSINESS SOLUTIONS, LLC	172.56	506821	
AMAZON CAPITAL SERVICES	389.00	506831	
HEALTH AND WELFARE NO. 2			8,541.90*
AMERICAN PUBLIC HEALTH ASSOCIATION	112.50	506628	
GABRIEL FUNERAL HOME, INC.	1,500.00	506646	
AT&T	43.83	506668	
THOMSON REUTERS-WEST	157.18	506753	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	506797	
EZEA D EDE MD	3,490.91	506798	
TEXAS MEDICAL LIABILITY TRUST	587.00	506799	
NURSE PRACTITIONER			6,089.42*
MCKESSON MEDICAL-SURGICAL INC	1,472.91	506679	
SERVET MUHITTIN SATIR	1,000.00	506806	
ENVIRONMENTAL CONTROL			2,472.91*
DEPARTMENT OF INFORMATION RESOURCES	.01	506681	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
INDIGENT MEDICAL SERVICES			99.01*

NAME	AMOUNT	CHECK NO.	TOTAL
VERIZON WIRELESS	40.18	506688	
BEAUMONT FREIGHTLINER WESTERN STAR	3,163.64	506715	
KING'S PHARMACY BEAUMONT	528.44	506744	
CARDINAL HEALTH 110 INC	7,114.63	506755	
TDS OPERATING INC	268.00	506777	
SHAMECA MALBROUGH	10.00	506791	
			11,124.89*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	159.33	506632	
COBURN SUPPLY COMPANY INC	22.31	506634	
DELTA FASTENER, INC.	11.87	506636	
ENTERGY	4,755.97	506649	
M&D SUPPLY	43.50	506657	
SANITARY SUPPLY, INC.	1,647.82	506661	
ACE IMAGEWEAR	264.04	506663	
AT&T	4,987.95	506668	
TRIANGLE ENGINE DIST.	61.71	506671	
DEPARTMENT OF INFORMATION RESOURCES	762.47	506681	
AT&T GLOBAL SERVICES	492.00	506706	
OTIS ELEVATOR COMPANY	2,808.46	506708	
ATTABOY TERMITE & PEST CONTROL	184.40	506733	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	99.15	506763	
CINTAS CORPORATION	112.02	506770	
REXEL USA INC	108.59	506776	
JCN OIL SERVICE	90.00	506792	
HONESTY ENVIRONMENTAL SERVICES, INC	490.00	506804	
PREFERRED FACILITIES GROUP-USA, LLC	20,836.68	506805	
ODP BUSINESS SOLUTIONS, LLC	151.78	506821	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	64.13	506826	
AMAZON CAPITAL SERVICES	1,155.21	506831	
SOUTHWESTERN PAINT&WALLPAPER CO INC	389.99	506832	
			39,699.38*
MAINTENANCE-PORT ARTHUR			
AT&T	72.06	506668	
DEPARTMENT OF INFORMATION RESOURCES	4.03	506681	
SUPERIOR SUPPLY & STEEL	240.00	506682	
ATTABOY TERMITE & PEST CONTROL	168.72	506733	
PRO CHEM INC	227.24	506746	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
CHARTER COMMUNICATIONS	106.82	506813	
CHARTER COMMUNICATIONS	481.29	506817	
PARKER'S BUILDING SUPPLY	193.40	506828	
AMAZON CAPITAL SERVICES	1,013.89	506831	
GRIPON GARDENS AT LYNNS	1,505.89	506837	
			4,112.34*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	92.12	506713	
			92.12*
SERVICE CENTER			
ACTION AUTO GLASS	40.00	506624	
J.K. CHEVROLET CO.	102.46	506651	
PHILPOTT MOTORS, INC.	313.58	506658	
S.E. TEXAS AUTO EQUIPMENT	298.08	506675	
VIN'S PAINT & BODY, INC.	7,319.40	506677	
AUTO TRIM EXPRESS	150.00	506683	
JEFFERSON CTY. TAX OFFICE	7.50	506684	
JEFFERSON CTY. TAX OFFICE	7.50	506685	
MODICA BROS. TIRES & WHEELS	742.39	506698	
BUMPER TO BUMPER	519.14	506711	
AMERICAN TIRE DISTRIBUTORS	3,602.86	506730	
ATTABOY TERMITE & PEST CONTROL	85.00	506733	
MIGHTY OF SOUTHEAST TEXAS	2,159.15	506741	
ADVANCE AUTO PARTS	609.43	506751	
CARR'S UNLOCKING COMPANY	100.00	506764	
DOGGETT FORD OF BEAUMONT	1,474.33	506836	
			17,530.82*
VETERANS SERVICE			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
			99.00*
			323,699.58**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
RITTER @ HOME	65.96	506659	
SETZER HARDWARE, INC.	27.50	506662	
ACE IMAGEWEAR	92.01	506663	
CENTERPOINT ENERGY RESOURCES CORP	108.27	506713	
DYNAMIC AVIATION GROUP INC	10,977.69	506718	
PURVIS BEARING SERVICE	58.49	506722	
AERO PERFORMANCE	886.87	506824	
PARKER'S BUILDING SUPPLY	63.51	506828	
			12,280.30**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,244.50	506794	
			1,244.50**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	9,282.23	506790	
			9,282.23**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	465.06	506753	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
			564.06**
EMPG GRANT			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	506797	
			275.00**
JUVENILE PROB & DET. FUND			
VERIZON WIRELESS	70.51	506688	
			70.51**
IV-E FOSTER CARE			
FROGWASH PRESSURE WASHING	1,741.80	506754	
			1,741.80**
COMMUNITY SUPERVISION FND			
SASSI INSTITUTE	2,487.50	506673	
DEPARTMENT OF INFORMATION RESOURCES	42.40	506681	
VERIZON WIRELESS	32.54	506688	
UNITED STATES POSTAL SERVICE	46.60	506693	
ORION HEALTHCARE TECHNOLOGY	3,420.00	506714	
REDWOOD TOXICOLOGY LABORATORY, INC	702.55	506720	
JCCSC	277.00	506739	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
BOSWORTH PAPERS	975.20	506802	
CHARTER COMMUNICATIONS	121.42	506815	
CHARTER COMMUNICATIONS	184.69	506816	
ODP BUSINESS SOLUTIONS, LLC	340.14	506821	
			8,729.04**
MENTALLY IMPAIRED OFFEND.			
TEXAS ASSN. OF COUNTIES - RISK	306.00	506670	
			306.00**
COMMUNITY CORRECTIONS PRG			
TEXAS ASSN. OF COUNTIES - RISK	1,149.00	506670	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
			1,248.00**
DRUG DIVERSION PROGRAM			
TEXAS ASSN. OF COUNTIES - RISK	956.00	506670	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
			1,055.00**
LAW OFFICER TRAINING GRT			
BROWNELLS, INC.	59.99	506674	
AMAZON CAPITAL SERVICES	14.59	506831	
US DEPARTMENT OF VETERANS AFFAIRS	1,946.22	506842	
			2,020.80**
COUNTY CLERK - RECORD MGT			
MANATRON INC	12,837.00	506721	
KOFILE TECHNOLOGIES INC	686.43	506743	
			13,523.43**
COUNTY RECORDS MANAGEMENT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	1.01	506693	1.01**
DEPT STATE HEALTH GRANT			
IMELDA TRISTAN	4,300.00	506811	4,300.00**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.96	506688	227.96**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT. ENERGY	102.55	506632	
CASH ADVANCE ACCOUNT	1,586.91	506649	
DEPARTMENT OF INFORMATION RESOURCES	483.37	506653	
UNITED STATES POSTAL SERVICE	2.76	506681	
JESSIE DAVIS	38.90	506693	
CHAPMAN VENDING	311.12	506726	
MUNRO'S UNIFORM SERVICES, LLC	154.49	506807	
NANAS POPCORN & MORE	285.26	506823	
	353.38	506830	3,318.74**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	506797	198.00**
C O SERIES 2019 PROJECTS			
JOHNSON CONTROLS SECURTIY SOLUTIONS	30,230.69	506808	30,230.69**
AIRPORT FUND			
VERIZON WIRELESS	37.99	506688	
MR. ROOTER PLUMBING	285.00	506691	
UNITED STATES POSTAL SERVICE	.51	506693	
LOWE'S HOME CENTERS, INC.	336.15	506700	
CENTERPOINT ENERGY RESOURCES CORP	179.16	506713	
CRAWFORD ELECTRIC SUPPLY COMPANY	206.65	506750	
TITAN AVIATION FUELS	20,089.05	506783	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	506797	
MUNRO'S UNIFORM SERVICES, LLC	81.65	506823	
BLUEGLOBES, LLC	675.46	506827	
AMAZON CAPITAL SERVICES	290.07	506831	22,280.69**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	297,382.35	506775	
BAY BRIDGE ADMINISTRATORS LLC	193,193.79	506801	490,576.14**
WORKER'S COMPENSATION FD			
MCGRIFF INSURANCE SERVICES, INC	12,009.00	506822	12,009.00**
SHERIFF'S FORFEITURE FUND			
SKYFLEA AVIATION	182.00	506835	182.00**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING CLEAT	15,773.71	506602	
JEFFERSON CTY. TREASURER	324.00	506603	
RON STADTMUELLER - CHAPTER 13	12,291.27	506604	
INTERNAL REVENUE SERVICE	182.31	506605	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	208.00	506606	
JEFFERSON CTY. COMMUNITY SUP.	3,780.00	506607	
JEFFERSON CTY. TREASURER - HEALTH	6,830.65	506608	
JEFFERSON CTY. TREASURER - PAYROLL	553,259.63	506609	
JEFFERSON CTY. TREASURER - PAYROLL	1,964,558.54	506610	
MONEY LIFE INSURANCE OF AMERICA	667,189.01	506611	
POLICE & FIRE FIGHTERS' ASSOCIATION	43.86	506612	
JEFFERSON CTY. TREASURER - TCDRS	1,703.03	506613	
JEFFERSON COUNTY TREASURER	784,630.13	506614	
	2,959.62	506615	

NAME	AMOUNT	CHECK NO.	TOTAL
JEFFERSON COUNTY - TREASURER -	8,261.89	506616	
NECHES FEDERAL CREDIT UNION	33,280.24	506617	
JEFFERSON COUNTY - NATIONWIDE	90,854.71	506618	
SBA - U S DEPARTMENT OF TREASURY	286.87	506619	
INVESCO INVESTMENT SERVICES, INC	566.66	506620	
JEFFERSON CTY. TREASURER - PAYROLL	42,746.88	506621	
			4,189,731.01**
LANGUAGE ACCESS FUND			
RUBEN ZAPATA	200.00	506834	200.00**
GLO DISASTER RECOVERY			
DRAINAGE DISTRICT # 6	265,987.04	506637	265,987.04**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	506688	227.96**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	615.75	506652	
VERIZON WIRELESS	151.96	506686	
BOEING DISTRIBUTION, INC	119.88	506793	887.59**
SHERIFF - COMMISSARY			
ALPHA CARD SYSTEMS	573.00	506716	
TRINITY SERVICES GROUP INC	1,348.25	506787	
ODP BUSINESS SOLUTIONS, LLC	167.92	506821	2,089.17**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	506689	114.39**
			5,416,471.60***



PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30 day of May, 2023, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

ELDER ABUSE PREVENTION AWARENESS MONTH

WHEREAS, people who are elderly or have disabilities have contributed to the general welfare of Jefferson County by helping to preserve customs, convictions, and traditions of many people from diverse backgrounds; and

WHEREAS, these residents are vital and integral members of our society and their wisdom and experience have enriched our lives; and

WHEREAS, abuse of the elderly and people with disabilities in domestic and institutional settings is a widespread problem, affecting hundreds of thousands of people across the country; and

WHEREAS, Texas APS In-Home Caseworkers in Jefferson County have completed 1,074 investigations of which **1428** cases of Abuse, Neglect and/or Exploitation were confirmed against our elderly Texans or those with disabilities in **2023**; and

WHEREAS, elder abuse is grossly underreported because the elderly who are being abused find it very difficult to tell anyone and are usually ashamed and sometimes afraid; and

WHEREAS, elder abuse happens to men and women of all income levels, all cultural and ethnic groups, whether they are in good health or incapacitated in some way, in poor neighborhoods and in suburbia; and

WHEREAS, many of the cases investigated by Adult Protective Services in Texas involve self-neglect and it is our duty as citizens to reach out to people in need.

NOW, THEREFORE, the Commissioners' Court of Jefferson County does hereby proclaim the month of June 2023 to be Elder Abuse Prevention Month in Jefferson County and urges all citizens to work together to help reduce abuse and neglect of people who are elderly or have disabilities.

Signed this 30 of May, 2023

 JUDGE JEFF R. BRANICK
 County Judge



Vernon Pierce
 COMMISSIONER VERNON PIERCEE
 Precinct No. 1

Michael Sinegal
 COMMISSIONER MICHAEL SINEGAL
 Precinct No. 3

 COMMISSIONER CARY ERICKSON
 Precinct No. 2

Everette P. Alfred
 COMMISSIONER EVERETTE ALFRED
 Precinct No. 4

BENCKENSTEIN & OXFORD, L.L.P.

ATTORNEYS AT LAW
 BBVA COMPASS BANK BUILDING
 3535 CALDER AVENUE, SUITE 300
 BEAUMONT, TEXAS 77706
 TELEPHONE: (409) 833-9182
 TELEFAX: (409) 833-8819

Hubert Oxford, IV

hoxfordiv@benoxford.com

May 18, 2023

Via Email:

The Honorable Judge Branick
 County Judge, Jefferson County, Texas
 Jefferson County Courthouse
 1149 Pearl Street
 Beaumont, Texas 77701

Re: Jefferson County Emergency Services District No. 1
 Annual Compiled Financial Statement

Dear Judge Branick and County Commissioners,

Enclosed, please find the Jefferson County Emergency Services District No. 1's ("District") Affidavit in Support of 2021-2022 Compiled Financial Statement and the Compiled Financial Statement prepared by Mitchell T. Fontenote Certified Public Account, Inc. The Compiled Financial Statement has been accepted by the District's Commissioners.

This Compiled Financial Statement was performed pursuant to Section 775.0821 of the Texas Health and Safety Code. According to the statement, "the accounting policies of the Jefferson Emergency Service District #1 conform to generally accepted accounting principles, as applicable to governments." See Note 1, Subsection A, P. 13. Additionally, there were no deficiencies or recommendations for improvement noted in the statement.

The District request that the County Commissioners review the Compiled Financial Statement and if everything is in order, the District ask that the Commissioner's Court place this matter on the Commissioner's agenda for approval. However, if, after you review the Compiled Financial Statement, there are any questions, please do not hesitate to contact us.

Sincerely,

BENCKENSTEIN & OXFORD, L.L.P.

By: 

Hubert Oxford, IV

BENCKENSTEIN & OXFORD, L.L.P.

Hon. Jeff Branick

May 18, 2023

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cc:

Honorable Vernon Pierce

Mr. Patrick Swain

Mr. Fred Jackson

Mr. John Johnson

vernonpierce@co.jefferson.tx.us and pct1@co.jefferson.tx.us

pswain@co.jefferson.tx.us

fjackson@co.jefferson.tx.us;

jles53@gmail.com

-

**COMPILED FINANCIAL STATEMENTS
OF
JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

**FOR FISCAL YEAR COMMENCING OCTOBER 1, 2021
THROUGH SEPTEMBER 31, 2022**

TO

**COMMISSIONERS COURT OF
JEFFERSON COUNTY, TEXAS**

-

-

STATE OF TEXAS §
 §
 §
 COUNTY OF JEFFERSON §

**AFFIDAVIT IN SUPPORT OF COMPILED
 FINANCIAL STATEMENTS OF
 JEFFERSON COUNTY EMERGENCY SERVICES DISTRICT NO. 1**

BEFORE ME, the undersigned Notary Public, on this 1st day of Mar, 2023, personally appeared Mark Zambardino, who, by me being sworn, on his oath says:

"I am Mark Zambardino. I am over the age of eighteen (18) and am competent to be a witness in this matter. I am of sound mind and capable of making this sworn statement. I have personal knowledge of the facts written in this statement. I understand that if I lie in this statement, I may be held criminally responsible.

I reside at 12630 Gentry Road Beaumont, TX 77713 which address is within the boundaries of Jefferson County Emergency Services District No. 1 ("District"). I am Treasurer of the Board of Commissioners of said District and familiar with the records of said District, having served as its Treasurer throughout the fiscal year beginning October 1, 2021, through September 30, 2022.

Pursuant to Section 775.0821 of the Texas Health and Safety Code, the District satisfies all the requirements to file a Compiled Financial Statement ("Statement") with the Jefferson County Commissioners Court for the fiscal year 2021-2022 in lieu of a complete audit since the District did not:

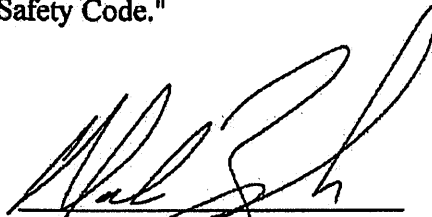
- (1) have any outstanding bonds secured by ad valorem taxes or any outstanding liabilities secured by ad valorem taxes having a term of more than one year during the previous fiscal year;
- (2) did not receive more than a total of \$250,000 in gross receipts from operations, loans, taxes, or contributions during the previous fiscal year; and
- (3) did not have a total of more than \$250,000 in cash and temporary investments during the previous fiscal year.¹

¹ See Note 2, Deposits, Securities, and Investments-Cash Deposits on Page 16 for explanation of the District's Cash Available. As of the end of the 2021-2022 fiscal year, the cash available for use by the District was \$235,479.00. Per CPA, "Section 775.0281(a)(3) of the Texas Health and Safety Code, the \$250,000 threshold is the final end of the year balance once all the accrued expenses have been paid." Consequently, Section 775.0281(a)(3) has been satisfied.

Therefore, attached to this affidavit is a Compiled Financial Statement prepared by Mitchell T. Fontenote Certified Public Account, Inc ("CPA"). To prepare the Statement, CPA was provided with the minutes of the meeting for the 2021-2022 fiscal year and the preceding year along with all the financial reports and bank statements for the year. Moreover, Mr. Fontenote has previously performed audits and Compiled Financial Statements in previous years and is familiar with the District's financial history, procedures, and safeguards.

I hereby certify the accuracy and authenticity of attached document. Upon oath, I swear Jefferson County Emergency Services District No. 1 satisfies all the foregoing requirements set forth in Section 775.0821 of the Texas Health and Safety Code."

Signed this day 19 of MAY, 2023



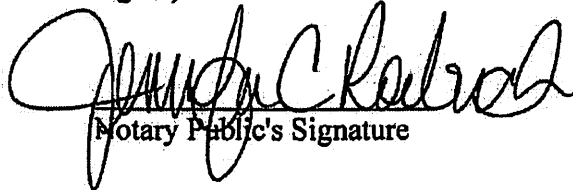
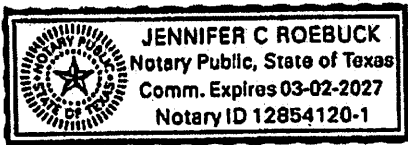
Mark Zambardino Treasurer
Jefferson County Emergency Services
District No. 1

STATE OF TEXAS

§
§
§
§

COUNTY OF JEFFERSON

Sworn to and subscribed before me on the 19th day of May, 2023, by Mark Zambardino (name of signer).


Notary Public's Signature

**JEFFERSON COUNTY EMERGENCY
SERVICE DISTRICT #1
COMPILED FINANCIAL STATEMENTS
FOR THE YEAR ENDING
SEPTEMBER 30, 2022**

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COMPILATION REPORT

Board of Directors and Management
Jefferson County Emergency Service District #1
Beaumont, Texas

Management is responsible for the accompanying financial statements of the governmental activities and the aggregate remaining fund information of Jefferson County Emergency Service District #1 as of and for the year ended September 30, 2022, and related notes to the financial statements, which collectively comprise Jefferson County Emergency Service District #1's basic financial statements as listed in the table of contents, in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis and Budgetary Comparison Schedule on pages 2-6 and 19 be presented to supplement the basic financial statements. Such information is presented for purposes of additional analysis and, although not a required part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Such information is the responsibility of management. The required supplementary information was subject to our compilation engagement. We have not audited or reviewed the required supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

Mitchell T. Fontenote CPA, Inc.

Port Neches, Texas
February 15, 2023

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

This section of Jefferson County Emergency Service District #1’s annual financial report presents our discussion and analysis of the District’s financial performance during the calendar year ended September 30, 2022. Please read it in conjunction with the District’s financial statements, which follow this section.

FINANCIAL HIGHLIGHTS

- The District’s total combined net position was \$361,743 at September 30, 2022.
- During the year, the District’s expenses were \$23,899 less than the \$247,295 generated in taxes, other revenues for governmental activities.
- The general fund reported a fund balance this year of \$247,726. Of this, all \$247,726 is for unrestricted use by the District.

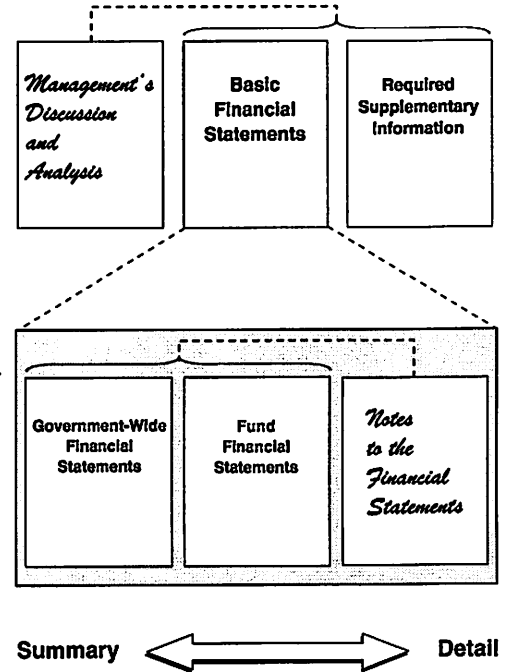
OVERVIEW OF THE FINANCIAL STATEMENTS

This annual report consists of three parts—*management’s discussion and analysis* (this section), the *basic financial statements*, and *required supplementary information*. The basic financial statements include two kinds of statements that present different views of the District:

- The first two statements are *government-wide financial statements* that provide both *long-term* and *short-term* information about the District’s overall financial status.
- The remaining statements are *fund financial statements* that focus on *individual parts* of the government, reporting the District’s operations in more detail than the government-wide statements.
- *The governmental funds* statements tell how *general government* services were financed in the *short term* as well as what remains for future spending.

The financial statements also include notes that explain some of the information in the financial statements and provide more detailed data. The statements are followed by a section of *required supplementary information* that further explains and supports the information in the financial statements. Figure A-1 shows how the required parts of this annual report are arranged and related to one another.

Figure A-1, Required Components of



Government-wide Statements

The government-wide statements report information about the District as a whole using accounting methods similar to those used by private-sector companies. The statement of net position includes all of the government’s assets and liabilities. All of the current year’s revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. The two government-wide statements report the District’s net position and how they have changed. Net position—the difference between the District’s assets and liabilities—is one way to measure the District’s financial health or *position*.

- Over time, increases or decreases in the District’s net position is an indicator of whether its financial health is improving or deteriorating, respectively.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

- To assess the overall health of the District, one needs to consider additional nonfinancial factors such as changes in the District's tax base.

The government-wide financial statements of the District include the *Governmental activities*. Most of the District's basic services are included here, such as fire and emergency care. Property taxes finance most of these activities.

Fund Financial Statements

The fund financial statements provide more detailed information about the District's most significant *funds*—not the District as a whole. Funds are accounting devices that the District uses to keep track of specific sources of funding and spending for particular purposes.

- Some funds are required by State law and by bond covenants.
- The Commissioners can establish other funds to control and manage money for particular purposes or to show that it is properly using certain taxes and grants.

The District has the following kinds of funds:

- *Governmental funds*—Most of the District's basic services are included in governmental funds, which focus on (1) how *cash and other financial assets* that can readily be converted to cash flow in and out and (2) the balances left at year-end that are available for spending. Consequently, the governmental fund statements provide a detailed *short-term* view that helps you determine whether there are more or fewer financial resources that can be spent in the near future to finance the District's programs. Because this information does not encompass the additional long-term focus of the government-wide statements, we provide additional information at the bottom of the governmental funds statement, or on the subsequent page, that explain the relationship (or differences) between them.

FINANCIAL ANALYSIS OF THE DISTRICT AS A WHOLE

Net Position. The District's combined net position was \$361,743 at September 30, 2022. (Table A-1).

Table A-1
JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
Net Position

	2022	2021
Current and Other Assets	\$ 274,908	\$ 265,046
Capital Assets	107,709	79,848
Total Assets	<u>382,617</u>	<u>344,894</u>
Current Liabilities	20,874	7,050
Total Liabilities	<u>20,874</u>	<u>-</u>
Net Position:		
Invested in Capital Assets Net of Related Debt	107,709	79,848
Unrestricted	254,034	257,996
Total Net Position	<u>\$ 361,743</u>	<u>\$ 337,844</u>

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

Approximately \$107,709 of the District's net position represent investments in capital assets net of related debt. The \$254,034 of unrestricted net position represents resources available to fund the programs of the District next year.

Changes in Net Position. The District's total revenues were \$247,295. Property taxes make up 78 percent of total revenues. Grant income makes up 20 percent and the remaining 2 percent is other miscellaneous revenues.

The total cost of all programs and services was \$223,396; all costs are for fire and emergency medical services and governmental operations.

Table A-2
JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
Changes in Net Position

	2022	2021
General Revenues:		
Property Tax Revenue	\$ 191,727	\$ 187,986
Other	55,568	2,900
Total Revenue	<u>247,295</u>	<u>190,886</u>
Expenses:		
General Government	72,938	51,535
Fire and Emergency Services	150,458	187,267
Total Expenses	<u>223,396</u>	<u>238,802</u>
Increase (Decrease) in Net Assets	23,899	(47,916)
Net Position, Beginning	337,844	404,210
Period Period Adjustment	-	(18,450)
Net Position, Restated	<u>337,844</u>	<u>385,760</u>
Net Position, Ending	<u>\$ 361,743</u>	<u>\$ 337,844</u>

Governmental Activities

- Property tax rates were set at \$.029 per \$100 valuation.
- For taxes due on January 31, 2022 the District has maintained the rate to \$.029 per \$100 due to the continued increase in population in the Jefferson County Emergency Service District #1.
- The cost of all *governmental* activities this year was \$251,258.
- The amount that our taxpayers paid for these activities through property taxes was \$191,248.

FINANCIAL ANALYSIS OF THE DISTRICT'S FUNDS

The District continues to operate from a very conservative viewpoint due to a variety of issues. This is done to meet the emergency needs of the community. The District continues its deliberate and steady rehabilitation of old facilities and equipment and the purchase of new facilities and equipment to meet emergency needs.

General Fund Budgetary Highlights

On occasion, the District amends the budget, primarily due to increased costs associated with facilities upgrades. The fund balance, however, remains strong and sound.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

CAPITAL ASSETS AND DEBT ADMINISTRATION

Capital Assets

At the end of 2022, the District had invested \$107,709 in a broad range of capital assets, including land, equipment, buildings, and vehicles. (Table A-3.) This amount represents a slight increase from last year due to the purchase of new equipment and construction in progress for new station.

Table A-3
JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
Capital Assets

	<u>2022</u>	<u>2021</u>
Buildings	\$ 8,744	\$ 8,744
Equipment	234,886	212,613
Vehicles	457,967	457,967
Construction in Progress	36,675	-
Total Capital Assets	<u>738,272</u>	<u>679,324</u>
Less Accumulated Depreciation:		
Buildings	(2,651)	(2,396)
Equipment	(169,945)	(146,306)
Vehicles	(457,967)	(450,774)
Total Accumulated Depreciation	<u>(630,563)</u>	<u>(599,476)</u>
Net Capital Assets	<u>\$ 107,709</u>	<u>\$ 79,848</u>

ECONOMIC FACTORS AND NEXT YEAR'S BUDGETS AND RATES

- The District projects to stay the course on projects and revenue and expenditure projections at the current time.
- Continued growth in the surrounding communities has increased tax revenue projections.
- The District is now receiving sales tax revenue that will be used to pay for a contract with Acadian Ambulance, a new fire engine, two substations, and other operating expenses.
- Ad valorem tax rates have been set to \$0.029 per \$100 valuation as of January 31, 2023.

These indicators were taken into account when adopting the general fund budget for 2023. Amounts available for appropriation in the general fund budget are up slightly due to increased revenues. Any expected increases in revenue from property taxes are allocated to increases in funding levels for facilities and equipment needs. Also, amounts are allocated for training of fire and EMS personnel expenditures continue to rise due the expanding community needs. Currently, the District is able to fill all of its financial obligations from personnel to facilities and equipment.

Actual revenues exceeded budgeted revenues by \$1,979 and actual expenses exceeded budgeted expenses by \$14,623.

If all revenue and expenditure estimates are realized in 2023, the District's fund balance is expected to continue to stay the same by the close of 2023.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
MANAGEMENT DISCUSSION AND ANALYSIS
SEPTEMBER 30, 2022

CONTACTING THE DISTRICT'S FINANCIAL MANAGEMENT

This financial report is designed to provide our citizens, taxpayers, customers, and investors and creditors with a general overview of the District's finances and to demonstrate the District's accountability for the money it receives. If you have questions about this report or need additional financial information, contact the District's Business Services Department.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**STATEMENT OF NET POSITION
SEPTEMBER 30, 2022**

	<u>Governmental Activities</u>
<u>ASSETS:</u>	
Cash and Cash Equivalents	\$ 256,353
Taxes Receivable	18,555
Capital Assets:	
Buildings, Property, and Equipment, net	<u>107,709</u>
Total Assets	<u>\$ 382,617</u>
<u>LIABILITIES AND NET ASSETS:</u>	
Accounts Payable	<u>\$ 20,874</u>
Total Liabilities	<u>20,874</u>
Net Position	
Net invested in capital assets	107,709
Unrestricted	<u>254,034</u>
Total Net Position	<u>\$ 361,743</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**STATEMENT OF ACTIVITIES****FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Program Revenues			Net (Expense)
	Expenses	Charges for Services	Operating Grants and Contributions	Revenue and Changes in Net Assets
Primary Government				Governmental Activities
GOVERNMENTAL ACTIVITIES:				
General Government	\$ 72,938	-	-	\$ (72,938)
Fire and Emergency Services	150,458	-	-	(150,458)
Total Governmental Activities	223,396	-	-	(223,396)
			Taxes, penalties, and interest	191,727
			Interest Income	292
			Grant Income	49,455
			Other miscellaneous	5,821
			Total General Revenues	247,295
			Change in Net Position	23,899
			Net Position - Beginning	337,844
			Net Position - Ending	\$ 361,743

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
BALANCE SHEET – GOVERNMENTAL FUNDS
SEPTEMBER 30, 2022

	Total Governmental Funds
<u>ASSETS:</u>	
Cash and Cash Equivalents	\$ 256,353
Taxes Receivable	18,555
Total Assets	<u>\$ 274,908</u>
<u>LIABILITIES AND FUND BALANCE:</u>	
Liabilities:	
Accounts Payable	\$ 20,874
Total Liabilities	<u>20,874</u>
Deferred Inflows of Resources:	
Unavailable Revenue - Property Tax	6,308
Deferred Inflows of Resources:	<u>6,308</u>
Fund Balance:	
Unassigned Fund Balance	247,726
Total Fund Balance	<u>\$ 247,726</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
RECONCILIATION OF THE GOVERNMENTAL FUNDS BALANCE SHEET
TO THE STATEMENT OF NET POSITION
SEPTEMBER 30, 2022

Governmental fund balance as reported on the balance sheet for governmental funds.	\$ 247,726
Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds.	107,709
Recognition of deferred revenue as revenue increases net position	<u>6,308</u>
Total net position as reported on the Statement of Net Position for Governmental Activities.	<u>\$ 361,743</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE -
GOVERNMENTAL FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Total Governmental Funds
	<u>General Fund</u>
Revenues:	
Property taxes, penalties and interest	\$ 191,248
Interest Income	292
Grant Income	49,455
Other miscellaneous	5,821
Total Revenue	<u>246,816</u>
Expenditures:	
General government	78,527
Fire and Emergency Services	172,731
Total expenditures	<u>251,258</u>
Net Changes in Fund Balance	<u>(4,442)</u>
Fund Balances:	
Beginning of year	<u>252,168</u>
End of year	<u>\$ 247,726</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE OF GOVERNMENT FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2022**

Net change in fund balance for governmental funds:	\$	(4,442)
Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is allocated over the estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceed depreciation in the current period.		27,861
Varrious other reclassifications and eliminations are necessary to convert from the modified accrual basis of accounting to accrual basis of accounting. These include recognizing deferred revenue, adjusting current year revenue to show the revenue from the current year's levy. The net effect of these reclassifications and recognition is to increase net assets.		480
Total change in Net Position	<u>\$</u>	<u>23,899</u>

The accompanying notes are an integral part of this financial statement.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1

NOTES TO THE FINANCIAL STATEMENTS

SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The financial statements of Jefferson County Emergency Service District #1 (District) have been prepared in conformity with generally accepted accounting principles (GAAP) as applied to governmental units. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental and financial reporting principles. The most significant accounting and reporting policies of the District are described in the following notes to the financial statements.

A. Reporting Entity

The Jefferson County Emergency Service District #1 was organized under the provisions of Section 48-e, Article III of the Constitution of the State of Texas for the protection of life and health as provided for under this Act.

Members of the Board have the authority to make decisions, appoint administrators and managers, and significantly influence operations; and have the primary accountability for fiscal matters. Therefore, the District is not included in any other governmental "reporting entity" as defined in Section 2100, Codification of Governmental Accounting and Financial Reporting Standards.

The accounting policies of the Jefferson Emergency Service District #1 conform to generally accepted accounting principles, as applicable to governments. The following is a summary of the more significant policies.

B. Basis of Presentation – Basis of Accounting

1. Basis of Presentation

- a. Government-Wide Financial Statements: The statement of net position and the statement of activities include the financial activities of the overall government, except for fiduciary activities. Eliminations have been made to minimize the double-counting of internal activities. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions.

The statement of activities presents a comparison between direct expenses and program revenues for each function of the District's governmental activities. Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function. The District does not allocate indirect expenses in the statement of activities. Program revenues include (a) fees, fines, and charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues, including all taxes, are presented as general revenues.

- b. Fund Financial Statements: The fund financial statements provide information about the District's funds, with separate statements presented for each fund category. The emphasis of fund financial statements is on major governmental funds, each displayed in a separate column. All remaining governmental funds are aggregated and reported as nonmajor funds.

The District reports the following major governmental funds:

- (1) General Fund: This is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation – Basis of Accounting Continued

2. Measurement Focus, Basis of Accounting

- a. **Government-Wide and Fiduciary Fund Financial Statements:** These financial statements are reported using the economic resources measurement focus. They are reported using the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place. Nonexchange transactions, in which the District gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.
- b. **Governmental Fund Financial Statements:** Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The District considers all revenues reported in the governmental funds to be available if the revenues are collected within sixty days after year-end. Revenues from local sources consist primarily of property taxes. Property tax revenues and revenues received from the State are recognized under the susceptible-to-accrual concept. Miscellaneous revenues are recorded as revenue when received in cash because they are generally not measurable until actually received. Investment earnings are recorded as earned, since they are both measurable and available. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, claims and judgments, and compensated absences, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term debt and acquisitions under capital leases are reported as other financing sources. When the District incurs an expenditure or expense for which both restricted and unrestricted resources may be used, it is the District's policy to use restricted resources first, then unrestricted resources.

C. Financial Statement Amounts

1. **Property Taxes:** Property taxes are levied by October 1 on the assessed value listed as of the prior January 1 for all real and business personal property in conformity with Subtitle E, Texas Property Tax Code. Taxes are due on receipt of the tax bill and are delinquent if not paid before February 1 of the year following the year in which imposed. On January 1 of each year, a tax lien attaches to property to secure the payment of all taxes, penalties, and interest ultimately imposed. Property tax revenues are considered available (1) when they become due or past due and receivable within the current period and (2) when they are expected to be collected during a 60-day period after the close of the fiscal year.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1**NOTES TO THE FINANCIAL STATEMENTS****SEPTEMBER 30, 2022****NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)****C. Financial Statement Amounts Continued**

Allowances for uncollectible tax receivables within the General Fund are based upon historical experience in collecting property taxes. Uncollectible personal property taxes are periodically reviewed and written off, but the District is prohibited from writing off real property taxes without specific statutory authority from the Texas Legislature.

2. **Capital Assets:** Purchased or constructed capital assets are reported at cost or estimated historical cost. Donated fixed assets are recorded at their estimated fair value at the date of the donation. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets' lives are not capitalized. A capitalization threshold of \$5,000 is used.

Capital assets are being depreciated using the straight-line method over the following estimated useful lives:

<u>Asset Class</u>	<u>Estimated Useful Life</u>
Building	30
Equipment	5
Vehicles	7

3. **Receivable and Payable Balances:** The District believes that sufficient detail of receivable and payable balances is provided in the financial statements to avoid the obscuring of significant components by aggregation. Therefore, no disclosure is provided which disaggregates those balances.
4. **Use of Estimates:** The preparation of financial statements in conformity with GAAP requires the use of management's estimates.
5. **Budgets:** The official District budget was prepared for adoption for all Governmental Fund Types by the Commissioners.
6. **Encumbrances:** Encumbrances for goods or purchased services are documented by purchase orders or contracts. Under Texas law, appropriations lapse at September 30, and encumbrances outstanding at that time are to be either cancelled or appropriately provided for in the subsequent year's budget. There were no outstanding encumbrances at year-end.
7. **Inventory:** The District records purchases of supplies as expenditures. If any supplies are on hand at the end of the year, their total cost is recorded as inventory and the fund balance is reserved for the same amount.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 1 – SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Government-wide Fund Balance – Governmental Funds

In accordance with Government Accounting Standards Board 54, Fund Balance Reporting and Governmental Fund Type Definitions, the District classifies governmental fund balances as follows:

- a. Non-Spendable – includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual constraints. The District has \$0 classified as Non-Spendable.
- b. Restricted – includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation. The District has \$0 classified as Restricted.
- c. Committed – includes fund balance amounts that are constrained for specific purposes that are internally imposed by the government through formal action of the highest level of decision-making authority and does not lapse at year end. The District has \$0 classified as Committed.
- d. Assigned – includes fund balance amounts that are intended to be used for specific purposes that are neither considered restricted or committed. Fund Balance may be assigned by the Director. The District has \$0 classified as Assigned.
- e. Unassigned – includes positive fund balance within the General Fund which has not been classified within the above mentioned categories and negative fund balances in other governmental funds. The District has \$247,726 classified as Unassigned.

The appointed board of directors, for the entity, has no authority to commit, assign, or restrict fund balances. In some instances a restriction is a result of meeting contractual or otherwise legal requirements, for example debt service requirements contained in the bond covenant.

NOTE 2 – DEPOSITS, SECURITIES AND INVESTMENTS

The District's funds are required to be deposited and invested under the terms of a depository contract. The depository bank deposits for safekeeping and trust with the District's agent bank, approved pledged securities in an amount sufficient to protect District funds on a day-to-day basis during the period of the contract. The pledge of approved securities is waived only to the extent of the depository bank's dollar amount of Federal Deposit Insurance Corporation (FDIC) insurance.

Cash Deposits: The District's cash deposits at September 30, 2022 and during the year ended September 30, 2022, were entirely covered by FDIC insurance or by pledged collateral held by the District's agent bank in the District's name.

As to Section 775.0821(a)(3) of the Texas Health and Safety Code, the \$250,000 threshold is the final end of the year balance once all the accrued expenses have been paid. Therefore, the District has cash available for us of \$235,479, see below.

Cash and cash equivalents	\$ 256,353
Accounts payable	<u>(20,874)</u>
Cash available for use	<u>\$ 235,479</u>

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 2 – DEPOSITS, SECURITIES AND INVESTMENTS (CONTINUED)

Investments: The District is required by Government Code Chapter 2256, the Public Funds Investment Act, to adopt, implement, and publicize an investment policy. That policy must address the following areas: (1) safety of principal and liquidity, (2) portfolio diversification, (3) allowable investments, (4) acceptable risk levels, (5) expected rates of return, (6) maximum allowable stated maturity of portfolio investments, (7) maximum average dollar-weighted maturity allowed based on the stated maturity date for the portfolio, (8) investment staff quality and capabilities, and (9) bid solicitation preferences for certificates of deposit.

The Public Funds Investment Act ("Act") requires an annual audit of investment practices. Audit procedures in this area conducted as a part of the audit of the basic financial statements disclosed that in the areas of investment practices, management reports and establishment of appropriate policies, the District adhered to the requirements of the Act. Additionally, investment practices of the District were in accordance with local policies.

The Act determines the types of investments which are allowable for the District. These include, with certain restrictions (1) obligations of the U.S. Treasury, U.S. agencies, and the State of Texas, (2) certificates of deposit, (3) certain municipal securities, (4) securities lending program, (5) repurchase agreements, (6) bankers acceptances, (7) mutual funds, (8) investment pools, (9) guaranteed investment contracts, and (10) commercial paper.

The District's had no investments at September 30, 2022.

Investment Accounting Policy: The District's general policy is to report money market investments and short-term participating interest-earning investment contracts at amortized cost and to report nonparticipating interest-earning investment contracts using a cost-based measure. However, if the fair value of an investment is significantly affected by the impairment of the credit standing of the issuer or by other factors, it is reported at fair value. All other investments are reported at fair value unless a legal contract exists which guarantees a higher value. The term "short-term" refers to investments which have a remaining term of one year or less at time of purchase. The term "nonparticipating" means that the investment's value does not vary with market interest rate changes. Non-negotiable certificates of deposit are examples of nonparticipating interest-earning investment contracts.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
NOTES TO THE FINANCIAL STATEMENTS
SEPTEMBER 30, 2022

NOTE 3 – FIXED ASSETS

The following is a summary of changes in the fixed assets for the year ended September 30, 2022:

	<u>Beginning Balances</u>	<u>Additions</u>	<u>Deletions</u>	<u>Ending Balances</u>
Governmental Activities:				
<i>Capital Assets Not Being Depreciated:</i>				
Construction in Progress	\$ -	\$ 36,675	\$ -	\$ 36,675
<i>Capital Assets Being Depreciated:</i>				
Building	8,744	-	-	8,744
Equipment	212,613	22,273	-	234,886
Vehicles	457,967	-	-	457,967
Total Capital Assets Being Depreciated	<u>679,324</u>	<u>22,273</u>	<u>-</u>	<u>701,597</u>
Less Accumulated Depreciation For:				
Building	(2,396)	(255)	-	(2,651)
Equipment	(146,306)	(23,639)	-	(169,945)
Vehicles	(450,774)	(7,193)	-	(457,967)
Total Accumulated Depreciation	<u>(599,476)</u>	<u>(31,087)</u>	<u>-</u>	<u>(630,563)</u>
Governmental Activities Capital Assets, Net	<u>\$ 79,848</u>	<u>\$ 27,861</u>	<u>\$ -</u>	<u>\$ 107,709</u>

Depreciation was charged to government-wide statement of activities as follows:

	<u>2022</u>
Fire and emergency services	<u>\$ 31,087</u>
	<u>\$ 31,087</u>

NOTE 4 – LITIGATION

None.

NOTE 5 – SUBSEQUENT EVENTS

Subsequent events have been evaluated through February 15, 2023, the date the financial statements were available to be issued. No instances existed that would require disclosure.

JEFFERSON COUNTY EMERGENCY SERVICE DISTRICT #1
BUDGETARY COMPARISON SCHEDULE
SEPTEMBER 30, 2022

	Original Budget	Final Budget	Actual	Variance Favorable (Unfavorable)
Revenues:				
Property taxes, penalties and interest	\$ 189,141	\$ 189,141	\$ 191,248	\$ 2,107
Interest Income	295	295	292	(3)
Grant Income	49,500	49,500	49,455	(45)
Other miscellaneous	5,901	5,901	5,821	(80)
Total Revenues	\$ 244,837	\$ 244,837	\$ 246,816	\$ 1,979
Expenditures:				
General government	77,632	77,632	78,527	895
Fire and Emergency Services	159,003	159,003	172,731	13,728
Total expenditures	236,635	236,635	251,258	14,623
 Excess of Revenues Over (Under) Expenditures	 8,202	 8,202	 (4,442)	 (12,644)
 Fund Balance at Beginning of Year	 252,168	 252,168	 252,168	 -
Fund Balance at End of Year	\$ 260,370	\$ 260,370	\$ 247,726	\$ (12,644)

Notes to Required Supplementary Information:

Annual budgets are adopted on a basis consistent with generally accepted accounting principles (GAAP).

Reconciliation of Budget to GAAP Basis

Sources/ Inflows of resources

Actual amounts (budgetary basis) "available for appropriations"
from the budgetary comparison schedule \$ 244,837
Differences - budget to GAAP

None. -

Total revenues as reported on the statement of revenues,
expenditures, and changes in fund balances - governmental funds. \$ 244,837

Uses/ Outflows of resources

Actual amounts (budgetary basis) "total charges for appropriations"
from the budgetary comparison schedule \$ 236,635
Differences - budget to GAAP

Capital purchases that are expenditures for budgetary purposes but are
additions to capital assets for GAAP statements. 58,948

Total expenditures as reported on the statement of revenues,
expenditures, and changes in fund balances - governmental funds. \$ 177,687



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 30 day of May, 2023, on motion made by Michael Sinegal, Commissioner of Precinct No. 3, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Kent Daniel Steward has devoted 8 years and 8 months of his life serving the citizens of Jefferson County with pride and professionalism; and

WHEREAS, Kent Daniel Steward has made an outstanding contribution to the Jefferson County Road & Bridge, Precinct 1 and the quality of roads, bridges, and ditches in Jefferson County. During his career with Jefferson County, he served commendably in the capacity of equipment operator/maintenance then senior equipment operator.

WHEREAS, through hard work and commitment to excellence, **Kent Daniel Steward** has earned the respect of his colleagues and the citizens of Jefferson County; and

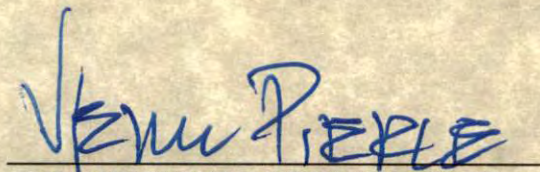
WHEREAS, having made a significant contribution to the Jefferson County Road & Bridge, Precinct 1, **Kent Daniel Steward** is recognized for his tenacity and dedication to the citizens of Jefferson County; and will be missed by his co-workers.

THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Kent Daniel Steward** for his dedicated service as a valuable employee of Jefferson County Road & Bridge, Precinct 1 and wish him well in his retirement.

SIGNED this 30 day of May, 2023.



JUDGE JEFF R. BRANICK
County Judge



COMMISSIONER VERNON PRICE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**JEFFERSON COUNTY SHERIFF'S OFFICE***Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauburger

Chief of Corrections

John.Shauburger@jeffcotx.us

AVIATION**Compliance with
OUT OF TRAVEL POLICY**

Danny Walker and Aaron Howell attendance of the:
Airborne Public Safety Association Conference.
July 19, 2023 to July 22, 2023
Orlando, Florida

1. It is not included in the yearly budget. All expenses will be covered by the Marine Division Budget.
2. This training directly impacts the employee's ability to perform airborne job duties.
3. The benefit is worth the cost of the employee's time away from the Sheriff's Department because the training is directly related to Airborne Safety for operating the Helicopter.
4. No this training opportunity is not available in Texas

**JEFFERSON COUNTY SHERIFF'S OFFICE*****Zena Stephens, Sheriff***

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauberger

Chief of Corrections

John.Shauberger@jeffcotx.us

DATE: May 24, 2022

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief Donta Miller

RE: Out-of-state travel for training

Consider and possibly approve out-of-state travel for Danny Walker and Aaron Howell to Orlando Florida on July 19, 2023 to July 22, 2023 for the Airborne Public Safety Association Conference. The conference and travel will be paid from the Marine Division budget.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division