# **Special, 8/1/2023 10:30:00 AM**

BE IT REMEMBERED that on August 01, 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)

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

Haylee Fournier, Deputy County Clerk

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

Jeff R. Branick, County Judge Vernon Pierce, Commissioner, Precinct One Cary Erickson, Commissioner, Precinct Two Michael S. Sinegal, Commissioner, Precinct Three Everette "Bo" Alfred, Commissioner, Precinct Four



# NOTICE OF MEETING AND AGENDA OF COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS August 01, 2023

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **01st** day of **August 2023** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

10:00 am - Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.0725 to deliberate business and financial issues relating to a contract being negotiated, that deliberation in open meeting, would have a detrimental effect on the Commissioners Court in negotiations with a third person.

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:

Notice of Meeting and Agenda August 01, 2023

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

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

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

# **PURCHASING:**

(a). Consider and approve specifications for Request for Statements of Qualifications (RFQ 23-050/MR) Professional Engineering Design and Architectural Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 12 - 17

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(b). Consider and approve specifications for Request for Proposal (RFP 23-052/MR) Janitorial Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 18 - 102

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(c).Receive and file bids for Invitation for Bid (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County.

SEE ATTACHMENTS ON PAGES 103 - 173

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(d). Consider and approve, execute, receive and file renewal for (IFB 19-034/YS) Term Contract for Herbicides for Jack Brooks Regional Airport for a fourth and final one (1) year renewal with Red River Specialties, LLC and Morning Star Industries from August 17, 2023 to August 16, 2024 with proposed price increases due to increased manufacturer costs as shown in Price Increase Request Attachment.

SEE ATTACHMENTS ON PAGES 174 - 179

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(e). Consider and approve, execute, receive and file renewal for (IFB 22-031/MR) Term Contract for Temporary Canteen (Meal Catering) Disaster/Emergency for Jefferson County, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326 for a first one (1) year renewal with Cajun Flavor, Inc. from August 15, 2023 to August 14, 2024.

SEE ATTACHMENTS ON PAGES 180 - 180

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(f). Consider and approve, execute, receive and file renewal for (IFB 22-040/MR) Termite Treatment for Jefferson County for a first one (1) year renewal with G & G Pest Control from August 15, 2023 to August 14, 2024.

# SEE ATTACHMENTS ON PAGES 181 - 181

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(g). Consider and approve, execute, receive and file renewal for (IFB 22-041/MR) Re-Bid Term Contract for Fire Sprinkler, Fire Pump, Kitchen Hood Suppression and Halon 1301 Fire Suppression Inspection for Jefferson County for a first one (1) year renewal with Advantage Interests, Inc. from August 15, 2023 to August 14, 2024.

SEE ATTACHMENTS ON PAGES 182 - 182

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(h). Consider and approve, execute, receive and file (Agreement 23-049/JW) with LexisNexis (a division of RELX Inc.) and Jefferson County for LexisNexis Online Access Subscription for the 136th District Court for a cost of \$107.00 per month for (1) user. This agreement is for a one-year term from September 1, 2023 through August 31, 2024.

SEE ATTACHMENTS ON PAGES 183 - 188

Notice of Meeting and Agenda August 01, 2023

> Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

# **COUNTY AUDITOR:**

(a).Consider and approve budget transfer—Road & Bridge Pct. 2—additional cost for concrete contract.

# SEE ATTACHMENTS ON PAGES 189 - 190

112-0207-431-5077	CONTRACTUAL SERVICE	\$2,650.00	
112-0206-431-3019	CULVERTS AND PIPE		\$2,650.00

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(b).Consider and approve budget transfer – Road & Bridge Pct. 4 – additional cost for contractual & travel.

# SEE ATTACHMENTS ON PAGES 191 - 191

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114-0402-431-5077	CONTRACTUAL SERVICE	\$1,100.00	
114-0407-431-5062	TRAVEL EXPENSE	\$2,000.00	
114-0405-431-1005	EXTRA HELP		\$3,100.00

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(c).Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with West Jefferson County Municipal Water District for Priority 2 Project funded at 75%.

# SEE ATTACHMENTS ON PAGES 192 - 201

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(d). Consider and approve electronic disbursement for \$1,249.64 to Texas Department of Criminal Justice for August insurance reimbursement.

# NO ATTACHMENTS

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(e). Consider and approve budget transfer - additional cost for training.

# SEE ATTACHMENTS ON PAGES 202 - 204

120-1014-414-5062	TRAVEL EXPENSE	\$1,500.00	
120-1014-414-3078	OFFICE SUPPLIES		\$1,500.00

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(f).Regular County Bills – check #508485 through check #508677.

# SEE ATTACHMENTS ON PAGES 205 - 213

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

# **ADDENDUMS:**

(g). Consider and approve budget transfer - Service Center - additional cost for tools

# SEE ATTACHMENTS ON PAGES 214 - 214

120-8095-417-3084	MINOR EQUIPMENT	\$1,500.00	
120-8095-417-4011	EQUIPMENT- MISCELLANEOUS		\$1,500.00

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(h). Consider and approve budget transfer - Beaumont Maintenance - additional cost for supplies

# SEE ATTACHMENTS ON PAGES 215 - 215

120-6083-416-3044	JANITOR SUPPLIES	\$5,000.00	
120-6083-416-4011	EQUIPMENT- MISCELLANEOUS		\$2,000.00
120-6083-416-6003	BUILDING - COURTHOUSE		\$3,000.00

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

# **COMMUNITY SUPERVISION:**

(a). Consider, possibly approve, receive and file FY 2024-2025 budget for Adult Probation pursuant to the Local Government Code.

SEE ATTACHMENTS ON PAGES 216 - 220

**Action: TABLED** 

# **COUNTY COMMISSIONERS:**

(a).Conduct a public hearing regarding approval of a Property Tax Reinvestment Zone for Zero Parks property in Jefferson County pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

NO ATTACHMENTS

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(b). Consider possibly approve, authorize the County Judge to execute, receive and file a Property Tax Reinvestment Zone for Zero Parks property in Jefferson County pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 221 - 227

Motion by: Pierce Second by: Erickson

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

**Action: APPROVED** 

(c). Conduct a public hearing regarding approval of a Property Tax Agreement between Jefferson County and Zero Parks property in Jefferson County pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

NO ATTACHMENTS

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

(d). Consider possibly approve, authorize the County Judge to execute, receive and file a Property Tax Agreement between Zero Parks Management LLC for property located within the Zero Parks Reinvestment Zone in Jefferson County pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).

SEE ATTACHMENTS ON PAGES 228 - 247

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

# **ADDENDUMS:**

(e). Consider and possibly approve extension of burn ban issued by the County Judge effective July 28, 2023, pursuant to Sec 352.081, Texas Local Government Code

SEE ATTACHMENTS ON PAGES 248 - 248

Motion by: Erickson Second by: Pierce

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

**Action: APPROVED** 

# **OTHER BUSINESS:**

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

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

Notice	of Meeting	and Agenda
Augus	t 01, 2023	

Jeff R. Branick County Judge

# Special, August 01, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, August 01, 2023.



# JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

August 1, 2023

# Request for Statements of Qualifications (RFQ 23-050/MR) Professional Engineering Design and Architectural Services for Jefferson County

You are invited to submit a statement of qualifications in accordance with the attached document, RFQ 23-050/MR, Professional Engineering Design and Architectural Services for Jefferson County. Jefferson County is requesting statements of qualifications from qualified firms.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a></a>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (4) four copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1<sup>st</sup> Floor, Beaumont, Texas 77701, no later than 11:00 am CT, September 13, 2023. Jefferson County <u>does not</u> accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or <u>mistey.reeves@jeffcotx.us</u>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or <u>deb.clark@jeffcotx.us</u>.

REQUEST NAME: Professional Engineering Design and Architectural Services for Jefferson County

REQUEST NUMBER: RFQ 23-050/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, September 13, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department

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

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) to make appropriate arrangements.

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

Respondents 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.

Sincerely,

Debroh Coode

PUBLISH:

**Beaumont Enterprise:** 

August 2, 2023 and August 9, 2023

Deborah L. Clark, Purchasing Agent Jefferson County, Texas

# Request for Statements of Qualification (RFQ 23-050/MR) Professional Engineering Design and Architectural Services for Jefferson County

# <u>Purpose</u>

Jefferson County is requesting statements of qualifications and experience from all interested architects, engineers, consultants, and laboratories desiring to provide consultant services to the County as jobs arise. The services may include any of the following for projects being developed by the County:

- Development of Project Scope, Plans and Specifications
- Project Cost Estimating
- Architectural Services
- General Civil/Structural Engineering Design Services
- Road Design Services
- Coastal Engineering Design Services
- Materials Testing
- Surveying
- Construction Inspection
- Construction Management
- Plat and Development Review Assistance
- Environmental Services
- Floodplain Management Assistance

# **Procedure**

Firms are encouraged to submit Statements of Qualifications to be kept on file in the Jefferson County Purchasing Department. For a given project, the responsible Jefferson County department head will appoint a selection committee, which will evaluate responses and select, in order of preference, a short list of at least three firms. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

# **Selection Committee**

The Engineering Department head will participate in and appoint the selection committee for a given project. The department head will appoint a chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of the head of the Engineering Department, a person knowledgeable about procurement practices, and one additional representative from the Engineering Department and a representative from the applicable Precinct. However, this structure is not binding. Other members may be appointed as necessary and appropriate, but the total number of persons on the selection committee shall not exceed four (4) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project, in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project; therefore, a firm rated number one for one project could very well not even be rated for another.

# **Qualifications Statement Requirements**

Firms desiring to be considered for professional design services to Jefferson County are required to submit a Statement of Qualifications in order to be considered for contracts under this procedure. Only firms with statements on file with the County will be evaluated. The statement should contain, as a minimum, the following:

- 1. Name of the Primary Firm wishing to contract with the County.
- 2. Name(s) of firm(s) expected to partner or work as subcontractors with the Primary Firm, if any.
- 3. Provide a table of those professional area(s) of expertise that the Primary Firm would like to be considered for when contracting with the County. Include areas of expertise of any partnering or subcontract firms.

The following are the Areas of Expertise Jefferson County is interested in receiving Statements of Qualifications for.

Areas of Expertise not included in the following list will not be considered.

- Architectural Services
- General Site Civil Engineering Design and Planning
- Marine and Non-Marine Bulkhead and/or Boat Ramp Designs
- Other Coastal Engineering Designs
- Construction Administration/Construction Management
- Environmental Permitting for Construction
- Foundation Design
- Geotechnical Engineering
- Hydrology/Hydraulics Analysis
- Road Pavement System Designs
- County, City or Subdivision Road Construction/Rehabilitation Projects Designs
- Construction Inspection Services
- Structural Analysis and Design
- Surveying
- Plat and Development Plan Reviews
- Ordinance Evaluations and Development
- Materials Testing
- Flood Plain Management Assistance

The following is an example of the Area of Expertise Consideration Table to be provided in the RFQ.

# **Example of Area of Expertise Consideration Table:**

Areas of Expertise to be Considered for Contracting with the County	Primary Firm Name Here	Additional Partnering or Subcontractor Firm Name Here	Additional Partnering or Subcontractor Firm Name Here	Required Two Representative Work Descriptions Included (See 6 of this section)	Required References Included (See 7 of this section)
Architectural Services	Х	Х		Х	Х
Road Pavement System Designs	X			X	Х

- 4. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project and for any partnering or sub-consultants proposed to be used on projects.
- 5. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response on the Signature Page included in this package. A contact must be named for addressing questions generated during the evaluation process.
- 6. Provide at least two projects descriptions for each area of expertise listed in the Areas of Expertise for Consideration Table provided. The descriptions of representative work shall be for projects performed within the past ten (10) years.
- 7. Provide references, including those performed for Jefferson County, of companies or governmental agencies who have contracted the types of work the firm would like to be considered to perform. Include name of owner, contact person, and telephone number for the references. At least one reference shall be provided for each area of expertise listed in the *Areas of Expertise for Consideration Table* provided. A reference form is included in this package.
- 8. Location of primary business office location and location that will serve Jefferson County (if different than primary location).

# **Rating Criteria**

The committee selected for a specific project will select a firm or firms for the work required. Firms will be evaluated using the following criteria:

Submittal meets requirement listed herein 10 points

Ability to meet goals and objectives for the project 30 points

Performance/References 30 points

Experience on similar projects 20 points

Staff qualifications 10 points

# **Submission Requirements**

One original and four (4) hard copies, of the qualifications statements shall be mailed or delivered to:

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

Attn: Deborah L. Clark, Jefferson County Purchasing Agent

# All submissions must be received by 11:00 am CST, Wednesday, September 13, 2023. Late submissions will not be accepted.

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at (409) 835-8593, or e-mail at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at (409) 835-8593 or e-mail at <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

# **VENDOR REFERENCES**

Provide references, including those performed for Jefferson County, of companies or governmental agencies who have contracted the types of work the firm would like to be considered to perform. At least one reference shall be provided for each area of expertise listed in the Areas of Expertise for Consideration Table provided.

This Form Must Be Returned With Your Bid.

REFERENCE Government/Company Name: Address: Contact Person and Title: Fax: Phone: Scope of Work: Contract Period: REFERENCE Government/Company Name: Address: Contact Person and Title: Fax: Phone: Scope of Work: Contract Period: REFERENCE Government/Company Name: Address: Contact Person and Title: Fax: Phone: Contract Period: Scope of Work:

# **SIGNATURE PAGE**

terms and conditions contained in this contract (i.e., p purchase orders will be issued directly from and shippe	ed directly to the entity requiring supplies/services. Jeffersor ed, deliveries made or payment for supplies/services ordered
Would bidder be willing to allow other governmental ent terms and conditions?	tities to piggyback off this contract, if awarded, under the same <b>Yes</b> $\Box$ <b>No</b> $\Box$
This bid shall remain in effect for ninety (90) days from and local sales tax (exempt).	bid opening and shall be exclusive of federal excise and state
	h any and all items upon which prices are offered, at the price vitation for Bid, Conditions of Bidding, Terms of Contract, and cepted contract.
partnership or individual has not prepared this bid in col as to prices, terms or conditions of said bid have not bee agent to any other bidder or to any other person(s) engabid. And further, that neither the bidder nor their employed	to execute the contract, that this company, corporation, firmallusion with any other bidder, and that the contents of this biden communicated by the undersigned nor by any employee or aged in this type of business prior to the official opening of this byees nor agents have been for the past six (6) months directly ombination to control the price of goods or services on, nor to
Firm (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number

E-mail Address



# JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

# LEGAL NOTICE Advertisement for Request for Proposal

August 1, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-052/MR), Janitorial Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website,** <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>, or by calling 409-835-8593. Proposals are to be sealed and addressed to the Purchasing Agent with the proposal number and name marked on the outside of the envelope or box. Proposers shall forward an original and five (5) hard copies of their proposal to the address shown below. Late proposals will be rejected as non-responsive. Proposals will be publicly opened and only the firm name will be read aloud in the Jefferson County Engineering Conference Room (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

#### MANDATORY ON-SITE PRE-PROPSAL CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Jefferson County Courthouse, Sheriff's Department, Annex I, II and IV Jefferson County – Port Arthur Buildings Minnie Rogers Juvenile Justice Center Airport Terminal and Mid-County Buildings

10:00 AM – Thursday, August 10, 2023 1:30 PM – Thursday, August 10, 2023 8:30 AM – Friday, August 11, 2023 10:00 AM – Friday, August 11, 2023

PROPOSAL NAME: Janitorial Services for Jefferson County

PROPOSAL NUMBER: RFP 23-052/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, September 13, 2023

MAIL OR DELIVER TO: Jefferson County Purchasing Department

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

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

Jefferson County encourages Disadvantaged Business Enterprises (DBEs), Minority/Women Business Enterprises (M/WBEs), and Historically Underutilized Businesses (HUBs) to participate in the bidding process. Jefferson County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment, or the provisions of services. Individuals requiring special accommodations are requested to contact our office at least seven (7) days prior to the bid due date at 409-835-8593. All interested firms are invited to submit a proposal in accordance with the terms and conditions stated in this bid. Proposers are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Deboon Classic

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

**Beaumont Enterprise:** 

August 2, 2023 & August 9, 2023

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# PROPOSAL SUBMITTAL CHECKLIST

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

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

Proposer shall check each box indicating compliance.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

Cover sheet identifying the contract/project being protect the proposal, and the email address, telephone, and for	oposed, the name and address of the Proposer, the date of acsimile numbers of Proposer.
An acknowledgment and/or response to each section	of the proposal.
Form of business (e.g., corporation, sole proprietor incorporation.	rship, partnership); if corporation the date and state of
Identification of three (3) entities for which the Propertype requested, including the name, position, and tele	oser is providing or has provided Janitorial Services of the ephone number of a contact person at each entity.
Completed and Signed FORM 1295.	
Copy of Certificate of Insurance (COI). The COI at insurance coverage.	a minimum should reflect your firm/company's general
the Proposer and/or its principal/officers for the last thre actions or warnings taken or issued by any federal, star	erminated or lawsuits filed, threatened, or pending against see (3) years, as well as identification of any administrative te, or local governmental agency to Proposer and/or its e or similar service as covered by this RFP, or the payment of such services.
One (1) Original and five (5) Response Copies; with al	l copies to include a Completed Copy of this specifications
<mark>packet, <u>in its entirety</u>.</mark>	
Each Proposer shall ensure that required parts of the respon requirements within this specifications packet, including any	
	nentation <u>will result</u> in a response being declared as
non-responsive.  Please read the "Proposal Submittal	I Checklist" included in this package.
Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for Janitorial Services.

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

#### 1.1 VENDOR INSTRUCTIONS

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

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

#### 1.2 GOVERNING LAW

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

#### 1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

### 1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

#### 1.5 PROPOSAL PREPARATION COST

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

#### 1.6 SIGNATURE OF PROPOSAL

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

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

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

#### 1.7 ECONOMY OF PRESENTATION

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

# 1.8 PROPOSAL OBLIGATION

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

#### 1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

# 1.10 GOVERNING FORMS

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

#### 1.11 IMPLIED REQUIREMENTS

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

#### 1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

#### 1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

Vendors doing business with Jefferson County are <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: 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 <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

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

PROPOSER: INSERT COPY OF SAM.GOV REGISTRATION.

# 1.14 FORM 1295 (TEXAS ETHICS COMMISSION) FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

#### **INSTRUCTIONS:**

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: https://www.ethics.state.tx.us/whatsnew/elf\_info\_form1295.htm

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

#### FORM 1295 Implementation Background:

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

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

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

# **FORM 1295 EXEMPTIONS:**

What type of contracts are exempt from the Form 1295 filing requirement under the amended law? The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

#### A completed Form 1295 is not required for:

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

# **SAMPLE COMPLETED FORM 1295**

CERTIFICATE OF INTE	CEIPT OF COMPLETED HARD COPY WI RESTED PARTIES		FORM 1295
	200000000000000000000000000000000000000		
Complete Nos. 1 - 4 and 8 if the Complete Nos. 1, 2, 3, 5, and 8	ere are interested parties. If there are no interested parties.		DE USE ONLY
Name of business entity filing form, a entity's place of business. VENDOR:ENTER YOUR BUSINESS NAM		siness	Jeffile
Name of governmental entity or state which the form is being filed. VEFFERSON COUNTY, TEXAS	agency that is a party to the contract	for	12,
Provide the identification number use and provide a description of the serv ENDOR: ENTER BID/PROPOSAL/CONT		EREX O	200
and the second second	City, State, Country	Nature of Interest	(check applicable)
Name of Interested Party	(place of business)	Controlling	Intermediary
ENDOR: ENTER EACH PERSON HAVING WINERS ARE THE CONTROLLING PARTIE	NTEREST, STATE OF THE STATE OF	x	
ENDOR: WORKERS (OR NON-OWNERS) OMPANY ARE INTERMEDIARY PARTIES.	of new		X
0	9	1	
Check only if there	CHECK BELO ed Party.	W IF APPLICABLE	
UNSWORN DECLARATION VENDOR: O	COMPLETE, DATE, AND SIGN THIS DECL., and my dai	ARATION SECTION. e of birth is	
(street)  I decree under penalty of perjury that the fore  Executed in County, S		(state) (zip cod	ie) (country)
	Signature of authorize	d agent of contracting busi	year) ness entity
ADD	ADDITIONAL PAGES AS NEC	(Declarant)	
	LADDITIONAL PAGES AS NEC	ESSARY	

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

#### 1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

#### 1.16 EVALUATION

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

#### 1.17 WITHDRAWAL OF PROPOSAL

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

#### 1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

#### 1.19 AWARD

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

#### 1.20 OWNERSHIP OF PROPOSAL

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

# 1.21 DISQUALIFICATION OF PROPOSAL

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

#### 1.22 CONTRACTUAL DEVELOPMENT

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

#### 1.23 ASSIGNMENT

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

#### 1.24 CONTRACT OBLIGATION

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

#### 1.25 TERMINATION

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

#### 1.26 INSPECTIONS

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

# 1.27 TESTING

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

#### 1.28 LOSS, DAMAGE, OR CLAIM

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

### **1.29 TAXES**

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

#### 1.30 NON-DISCRIMINATION

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

### 1.31 CONFLICT OF INTEREST

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

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

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

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

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

### 1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

#### 1.33 WAIVER OF SUBROGATION

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

#### 1.34 AKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

# 1.35 INSURANCE REQUIREMENTS

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

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

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

### **Minimum Insurance Requirements:**

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

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

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

**Workers' Compensation** 

Statutory Coverage (See Section 1.36 Below)

#### 1.36 WORKERS' COMPENSATION INSURANCE

#### 1.36.1 **Definitions:**

- 1.36.1.1 **Certificate of coverage ("Certificate")** A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 1.36.1.2 **Duration of the project** Includes the time from the beginning of the work on the project until the contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 1.36.1.3 Persons providing services on the project ("subcontractor") in article 406.096 Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.36.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.36.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract refer to Section 1.35 above.
- 1.36.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.36.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 1.36.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 1.36.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
  - 1.36.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.

- 1.36.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.36.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.36.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
  - 1.36.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 1.36.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 1.36.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 1.36.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 1.36.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 1.36.9.4.2 The coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
    - 1.36.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
    - 1.36.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
    - 1.36.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs  $\underline{1.36.1.} \underline{1.36.7}$ , with the certificates of coverage to be provided to the person for whom they are providing services.
    - 1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
    - 1.36.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

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

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

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

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

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 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.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	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."	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)
	(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:	
	The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:	
	During the performance of this contract, the contractor agrees as follows:	
	(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:	
	Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;	

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

>\$2,000

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all

2 CFR 200 APPENDIX II (D)

	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. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	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	2 CFR 200 APPENDIX II (I) and

	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.	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	\$135.38 Section 3 clause All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):  A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.  B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.  C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.  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	

in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <a href="Public Law 115-232">Public Law 115-232</a>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
  - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
  - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary

None

2 CFR 200.216

	of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.  (b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.  (c) See Public Law 115-232, section 889 for additional information.  (d) See also § 200.471.	
None	As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:  (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.	2 CFR 200.322(a)(b)(1) (2)
	(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.	
None	The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.	2 CFR 200.112
None	The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.	2 CFR 200.336
None	Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.  (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.  (b) Affirmative steps must include:	2 CFR 200.321

	(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.	
	Financial records, supporting documents, statistical records, and all other non-	
	Federal entity records pertinent to a Federal award must be retained for a	
	period of three years from the date of submission of the final expenditure	
	report or, for Federal awards that are renewed quarterly or annually, from the	
	date of the submission of the quarterly or annual financial report, respectively,	
	as reported to the Federal awarding agency or pass-through entity in the case	
	of a subrecipient. Federal awarding agencies and pass-through entities must not	
	impose any other record retention requirements upon non-Federal entities.	
	The only exceptions are the following:  (a) If any litigation, claim, or audit is started before the expiration of the 3-year	
	period, the records must be retained until all litigation, claims, or audit findings	
	involving the records have been resolved and final action taken.	
	(b) When the non-Federal entity is notified in writing by the Federal awarding	
	agency, cognizant agency for audit, oversight agency for audit, cognizant agency	
	for indirect costs, or pass-through entity to extend the retention period.	
	(c) Records for real property and equipment acquired with Federal funds must	
	be retained for 3 years after final disposition.	
	(d) When records are transferred to or maintained by the Federal awarding	
	agency or pass-through entity, the 3-year retention requirement is not	
	applicable to the non-Federal entity.	
None	(e) Records for program income transactions after the period of performance.	2 CFR 200.334
None	In some cases, recipients must report program income after the period of	2 CFR 200.554
	performance. Where there is such a requirement, the retention period for the	
	records pertaining to the earning of the program income starts from the end of	
	the non-Federal entity's fiscal year in which the program income is earned.	
	(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies	
	to the following types of documents and their supporting records: Indirect cost	
	rate computations or proposals, cost allocation plans, and any similar	
	accounting computations of the rate at which a particular group of costs is	
	chargeable (such as computer usage chargeback rates or composite fringe	
	benefit rates).	
	(1) If submitted for negotiation. If the proposal, plan, or other computation is	
	required to be submitted to the Federal Government (or to the pass-through	
	entity) to form the basis for negotiation of the rate, then the 3-year retention	
	period for its supporting records starts from the date of such submission.	
	(2) If not submitted for negotiation. If the proposal, plan, or other computation	
	is not required to be submitted to the Federal Government (or to the pass-	
	through entity) for negotiation purposes, then the 3-year retention period for	
	the proposal, plan, or computation and its supporting records starts from the	
	end of the fiscal year (or other accounting period) covered by the proposal,	
	plan, or other computation.	

None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:  (a) This section applies only to a contract that:  (1) is between a governmental entity and a company with 10 or more full-time employees; and  (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.  (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:  (1) does not boycott Israel; and  (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.  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.	42 U.S.C. 6201  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	C(	ertifies o	r affirms	the truth	nfulness	and
accuracy of each statement of its certification ar	nd disclosure, if any.	In addition	on, the Con	tractor und	derstands	and
agrees that the provisions of 31 U.S.C. Chap. 38, A this certification and disclosure, if any.	Administrative Reme	dies for Fa	lse Claims a	ınd Statem	ents, app	ly to
, ,						
	_					
Signature of Contractor's Authorized Official						
Name and Title of Contractor's Authorized Official	_					
	_					
Date						

**REQUIRED FORM** 

Proposer:

Please complete this form and include with proposal submission.

# **DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

	certifies or affirms by your signature that neither you nor sed for debarment, declared ineligible, or voluntarily excluded
from participation in this transaction by any federal de	partment or agency.
Signature of Contractor's Authorized Official	
Name and Title of Contractor's Authorized Official	
Date	

**REQUIRED FORM** 

**Proposer:** 

Please complete this form and include with proposal submission.

#### 1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

# **CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

The following requirements and instructions **supersede** General Requirements where applicable.

# 3.1. SUBMISSION OF PROPOSAL

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

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

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

Respondent shall monitor the Jefferson County Purchasing Department Website for any addenda, additional instructions, or RFQ updates. 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.

Reponses must be submitted in complete original form by mail or messenger to the following address: Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701

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

# All submissions must be received by 11:00 am CT, Wednesday, September 13, 2023

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

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

# **Courthouse Security:**

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

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

Respondents are strongly urged to plan accordingly.

#### **COUNTY HOLIDAYS (2023):**

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

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

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

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

#### 3.2 PRE-PROPOSAL CONFERENCE

Mandatory Pre-Proposal Conferences will be held as follows:

Jefferson County Courthouse, Sheriff's Department, Annex I, II and IV	10:00 AM – Thursday, August 10, 2023
Jefferson County – Port Arthur Buildings	1:30 PM – Thursday, August 10, 2023
Minnie Rogers Juvenile Justice Center	8:30 AM – Friday, August 11, 2023
Airport Terminal and Mid-County Buildings	10:00 AM – Friday, August 11, 2023

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

#### 3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

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

#### 3.4 TENTATIVE SCHEDULE OF EVENTS

August 1, 2023 Issuance of Request for Proposal

August 10-11, 2023 Pre-Proposal Conference

September 13, 2023 Deadline Submission (late proposals will not be considered)

September 15, 2023 Proposals distributed to Evaluation Committee

September 26, 2023 Evaluation Committee Convenes to Tabulate Scoring and Determines Short List

September 29, 2023 If Applicable: Conduct Interview/Best and Final Offer/Short List

October 10, 2023 Recommendation for Award

# Please note:

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

#### 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

#### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 61)
- G. Copy of RFP Specifications and any Addenda in their entirety.
   (Note: All forms should be completed, and any information requested should be inserted/included)

#### 4.3 TRANSMITTAL LETTER

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

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

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

# 4.4 TABLE OF CONTENTS

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

#### 4.5 EXECUTIVE SUMMARY

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

#### 4.6 PROPOSER IDENTIFYING INFORMATION

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

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

#### 4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

#### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

Jefferson County seeks a contractor to provide Janitorial Services to its various locations.

The following requirements and specifications supersede General Requirements where applicable. Contact Mistey Reeves, Assistant Purchasing Agent, <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a> regarding any questions or comments. Please reference RFP 23-052/MR. If no response in 72 hours, contact Deborah Clark, Purchasing Agent, <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

The Bidder, having visited the sites of the proposed project, and having become familiar with the local conditions, nature, and extent of the work, and having carefully examined the Specifications, terms, and conditions herein, proposes to furnish all labor, materials, equipment, and other items, facilities, and services, without exception, for the proper execution and completion of the contract. If awarded the contract, the Bidder shall complete the said work within work hours specified on pages 41 and 61-64.

Note: All Items quoted must be in compliance with the specifications. If you are taking exception, indicate the exception(s) in spaces provided.

# Scope

The intention of this Jefferson County Request for Proposal (RFP) is to solicit proposals for janitorial services for Jefferson County. Jefferson County reserves the right to accept a proposal 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.

Jefferson County shall conduct mandatory on-site pre-bid conferences for vendors. These conferences will allow the vendors to see the areas to be cleaned and to receive further instruction regarding cleaning needs at particular locations. Schematics/blueprints will not be provided as a source of reference in connection with this bid.

#### MANDATORY ON-SITE PRE-BID CONFERENCES FOR ALL VENDORS WILL BE HELD AS FOLLOWS:

Building	Conference Location	Date/Time
Jefferson County Courthouse; Sheriff's Department, Jefferson County Annex Buildings I, II, and IV	Jefferson County Courthouse Maintenance Department 1149 Pearl Street, Basement Beaumont, TX 77701	10:00 AM – Thursday, August 10, 2023
Jefferson County - Port Arthur Buildings	Meet in foyer of Sub-Courthouse 525 Lakeshore Drive Port Arthur, TX 77640	1:30 PM – Thursday, August 10, 2023
Minnie Rogers Juvenile Justice Center	Meet in lobby of Minnie Rogers Juvenile Justice Center 5326 Hwy. 69 South Beaumont, TX 77705	8:30 AM – Friday, August 11, 2023
Airport Terminal; Mid-County Buildings	Meet at Airport Administration Building 5000 Jerry Ware Dr, Ste 100 Beaumont, TX 77705	10:00 AM – Friday, August 11, 2023

# **Detailed Specifications**

#### Scope of Work

Vendor shall provide Janitorial Services for various Jefferson County facilities subject to the terms and conditions stated for an initial period of one (1) year beginning on date of award, with up to four (4) one year options to renew.

# **Renewal Options**

Jefferson County may consider up to four (4) one year options to renew contract, based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Any increase in the contract amount may not exceed the percentage of increase in the Consumer Price Index. Once renewal options are exhausted, the contract must be rebid.

At the time of renewal, the price may be negotiated subject to the following adjustment clause:

#### **Price Adjustment Clause**

Renewal of this contract shall be for the original bid price: however, if the option to renew is exercised, Jefferson County will permit a price adjustment upwardly or downwardly after the end of the first contractual period and each renewal period when correlated with the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W), U.S. City Average, (all items) published by the Bureau of Labor Statistics (BLS), Beaumont-Port Arthur, Texas, www.bls.gov. Modification of contract price shall be allowed only on the anniversary date of the contract. Written request for price revisions shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increases shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

# **Keys**

Floor master keys, room keys and building keys must remain on the premises at all times. All keys will be kept in a key lock box to which the contractor shall be provided the key. The return of all keys nightly to the key box is the responsibility of the contractor. Only Jefferson County will duplicate keys, and no "Grand Master Key" shall ever be in the possession of the contractor.

# **Daily Activity Reports**

Services performed under this Contract shall be subject to inspection and approval by the Maintenance Supervisor. There shall be no deviations from any part of the Contract or from any approved schedule without prior written approval from the Maintenance Supervisor.

Contractor shall submit the Daily Activity Report Checklist to the Maintenance Representative for approval (attached at page 30).

County's representative shall conduct random inspections and shall rate work performed the previous day on a scale of one to five as follows:

5	Excellent	
4	Good	
3	Fair	
2	Poor	
1	Unacceptable	

Contractor receiving three (3) unacceptable ratings on any category within one (1) month may be grounds for termination. All work tasks described in the specifications for each facility shall be rated by the County's Maintenance Representative.

Any work not performed as intended in these specifications shall be corrected immediately or no later than twenty-four (24) hours after notification by the County's Maintenance Representative. Notification may be given verbally with a follow-up in writing.

If Contractor fails to correct deficiencies to the County's Maintenance Representative's satisfaction within five (5) days after written notification, the County may terminate the Contract and provide for completion of the work as may deemed necessary and charge the expense thereof to the Contractor.

# Contractor shall not permit any minors in the building while work is being performed.

All cleaning personnel are prohibited from disturbing papers on desks, opening desk drawers or cabinets, or using telephones or office equipment provided for official county use. Instructions pertaining to conduct and other regulations, as required by Jefferson County, must be followed.

The contractor's employees must have a good working knowledge of the principles and techniques of the machines, equipment and cleaning products used in building maintenance, as well as good working knowledge of safety procedures. The contractor shall be responsible for instructing its employees in safe work habits and requirements to comply with the Williams-Steiger Occupational Safety and Health Act.

#### **Responsibilities of Contractor**

The Contractor shall furnish all labor, supplies, materials, equipment, and supervision required to perform custodial services for designated buildings of Jefferson County as described herein. Contractor shall furnish the following supplies/equipment, as well as any other items required for satisfactory performance of this contract, unless otherwise stated for individual locations.

**Bonnets** Glass cleaner Sweeping compounds Brass cleaner High Speed Buffers Tile cleaner Buckets Marble cleaner Vacuum cleaners (Wet and Dry) Carpet sweepers Metal polish Water extractors (for Carpets) Wall brushes Chamois Mop presses Counter brushes Porcelain cleaner Wax cleaner Detergents **Putty Knives** Waxes Rubber gloves **Buckeye Brand Castleguard** Disinfectants Dispensers Scouring powder Non-Skid Wax or approved Dust cloths equivalent for floors Soap Dust mops Sponges Wet mops **Dust pans** Squeegees Window brushes Floor machines Steel wool Window ladders Furniture polish Wiping cloths

Contractor is responsible for determining type, quality, and characteristics of all building materials to be serviced under this agreement. Contractor shall be responsible for the determination of the proper cleaning method of each building material services under this agreement so that all Jefferson County facilities shall remain in good condition, with the exception of ordinary wear and tear and unavoidable accident.

Contractor shall supply when so requested, without cost to the County, samples for testing of any materials used by Contractor in the accomplishment of the required services. No materials shall be used which are harmful to the surface to which they are applied.

No material, treatment, or procedure shall be used on any floor, stairway, or sidewalk that will cause such floor, stairway, or sidewalk surface to be slippery or unsafe to walk upon in all kinds of weather.

All equipment required by Contractor in the performance of duties as set forth herein shall be furnished by Contractor at Contractor's sole expense. Jefferson County reserves the right to

require Contractor to replace, substitute, or modify his equipment if such equipment is harmful to the County or its operation or is not sufficient in terms of providing adequate cleaning under this contract.

# Personal Property, Equipment, etc.

The title of all equipment, materials, machinery of any kind or nature furnished and used by Contractor shall remain in Contractor's name and such equipment, materials of any kind or nature shall be removed promptly from the area specified in bid upon the termination of this contract.

#### **Flammable Materials**

All flammable materials, including waxes, paint, thinner, and waste, shall be handled in accordance with all applicable fire regulations. Any fire, smoke, or other damage arising out of Contractor's use of said flammable materials shall be the responsibility of the Contractor.

# **Responsibilities of Jefferson County**

All services required to be performed under this agreement shall be subject to inspection by a representative of the County while in process or after completion. If any such services are found to be unsatisfactory and not in accordance with the requirements of this contract, the County Purchasing Agent or representative shall notify Contractor and Contractor shall take immediate steps for corrective action.

The County shall provide reasonable storage space for use of Contractor, provided however, that such shall be necessary to the performance of the services required hereunder. The County shall have access to the above space for the purpose of inspection for conformance to fire, health, and any other applicable regulations. The use of such space shall be the responsibility of Contractor and any damage to property, theft of property, or injury to persons resulting from the use of such space shall be the liability of the Contractor. Jefferson County shall in no way be responsible for the Contractor's supplies, equipment, materials, or personal belongings that may be damaged by fire, theft, accident, or otherwise.

Jefferson County will supply to the contractor light, heat, power (110 volts A.C.), hot and cold water as may be required for the cleaning of premises under the terms of this contract.

#### **Supervision and Labor**

Contractor shall provide sufficient personnel to accomplish required services hereinafter set forth. All such personnel shall be skilled in the various tasks assigned to them. Contractor shall be responsible for proper personal conduct of all his personnel while on the premises and shall submit a certificate that they are licensed to provide services and carry insurance of not less than \$100,000 coverage for employee dishonesty and customer protection. Contractor agrees to dispense with the services of any employee whose conduct the County believes is detrimental to the best interest of the County.

Contractor shall have an active, qualified, competent and experienced supervisor (satisfactory to the County) to provide daily inspection and supervision of the janitorial services provided hereunder and he/she shall be authorized to represent and act for Contractor.

#### **Contractor's Employees**

All employees of contractor must be eighteen (18) years of age or older. No minors will be allowed to work under this contract.

The Contractor's supervisor, or competent assistant supervisor, shall be on premises at all times during working hours and be responsible for the work on behalf of the contractor.

The Contractor shall enforce strict discipline and good order among the Contractor's employees.

The Contractor shall exercise the necessary supervision and control to prevent contractor's employees from violating rules and regulations.

All employees of successful bidder will be required at all times to wear the company logo visible on all shirts and a company identification card with name and picture provided at no expense to the County.

The County reserves the right to request police record checks or drug screening tests at the cost of the Contractor.

#### Workers' Compensation

The Contractor expressly agrees to pay to the State of Texas the amounts required for Workers' Compensation.

# **Contractor Payments**

The Contractor agrees that it will at all times pay promptly and when due all laborers, mechanics, subcontractors and material men, and all persons who shall supply the Contractor with provisions and supplies for the carrying on of the contract work.

#### Responsibility for Damage/Repair Problems

Contractor shall report promptly to the proper authority, as designated by Jefferson County, any irregularities in any of the areas serviced, regarding heating and ventilating equipment, lighting, furniture, broken windows, dispensing equipment in restrooms or any other conditions that may require attention for repairs, adjustment or replacement or correction. A routine maintenance form is attached for this purpose at page 31.

#### **Damage for Destruction of Premises**

If the area specified in the bid is partially or fully destroyed, Contractor's obligations hereunder shall be reduced to the extent made necessary by said partial or full destruction of the area specified in the bid and the County's obligation to Contractor shall be reduced a proportionate amount.

# Non-Performance/Liquidated Damages

Throughout the term of the contract, if the Vendor fails to perform required services as described herein, or does not complete all services as required on a daily, weekly, monthly quarterly, bi-annually, or yearly basis this shall be just cause for the assessment of damages as described below and such damages shall be considered, as liquidated damages. If the Vendor fails to perform the services within the time specified in the contract whether a daily, weekly, monthly, quarterly, biannually, or yearly task, the Vendor shall be deemed as non-compliant and liquidated damages will be assessed.

The Maintenance Representative or his designee will perform inspections of each area to ascertain compliance to the specifications. If any deficiencies are found, an inspection report will be communicated to the Vendor noting the required corrections. If deficiencies are found, once reported to the vendor, it shall be the responsibility of the vendor to respond and correct the deficiencies immediately or no later than twenty-four (24) hours. All notifications will be made by by written e-mail.

Liquidated damages are set at <u>10% of location invoice per occurrence</u>. Written documentation will be provided and the damage will be deducted from the monthly invoice.

#### **Notices**

All notices shall be submitted in writing to Maintenance and Purchasing.

	Immediate Notices	Notices by Mail
Purchasing	mistey.reeves@jeffcotx.us	Mistey Reeves 1149 Pearl Street Beaumont TX 77701
Maintenance Beaumont	greg.keller@jeffcotx.us	Greg Keller 1149 Pearl Street Beaumont TX 77701
Maintenance Pt. Arthur and Mid-County	kenneth.shepherd@jeffcotx.us	Kenneth Shepherd 525 Lakeshore Drive Port Arthur TX 77640
Jack Brooks Regional Airport	duke.youmans@jeffcotx.us	Duke Youmans 5000 Jerry Ware Drive, Suite 100 Beaumont TX 77705
Mid County Office Building, Hamshire Building, Mid County Tax Office, Road & Bridge Precinct 2	Bobby.kelly@jeffcotx.us	Bobby Kelly 7759 Viterbo Road Beaumont TX 77705
Minnie Rogers Juvenile Justice Center	ed.cochrell@jeffcotx.us	Chief Ed Cockrell 5326 Highway 69 South Beaumont TX 77705
Precinct 1 Service Center	lori.fountain@jeffcotx.us	Lori Fountain 20205 West Highway 90 China, TX 77613
Precinct 4 Service Center	Kevonte.brazier@jeffcotx.us	Kevonte Brazier 7780 Boyt Rd. Beaumont, TX 77713

The Vendor must provide contact information for routine and emergency communications in the form of mobile telephone contact numbers for vendor's supervisors and e-mail contact addresses.

# **Continuity of Janitorial Service**

Upon the termination of this contract, through passage of time, Contractor shall aid Jefferson County in all ways possible in continuing the services provided for under this agreement uninterrupted until a new contract has been awarded.

#### Attorney's Fee

Should the Contractor, in the judgment of Jefferson County, ignore or fail properly to handle or defend any claim, lien, or suit the County may, at its opinion, assume and undertake or join the handling or defense of, any such claim, lien, or suit, and in that event the Contractor will reimburse the County for

attorney's fees and other expenses incurred by it in handling or defending any amounts paid by Jefferson County in settlement there of or in satisfaction of any judgment in any such suit.

#### **Non-Waiver**

Any waiver of any breach of covenants under this contract shall not be deemed or considered as a continuing waiver and shall not prevent Jefferson County from declaring any succeeding breach of the same condition or covenant.

#### Default

The contract may be cancelled or annulled by Jefferson County if the Contractor shall fail or neglect to do or perform or observe any of the covenants contained herein; or if Contractor shall be declared to be bankrupt or insolvent according to law, or if any assignment of its property shall be made for the benefit of creditors, then, in any said cases or events, Jefferson County may immediately or any time thereafter, terminate this contract, provided however, that nothing stated in this item shall impair Jefferson County's right to cancellation.

# **Sole Judge for County**

In order to prevent disputes and litigation, the County Purchasing Agent shall in all cases determine the amount, quality, acceptability, and fitness of the several kinds of work and material to be furnished under this contract, and to decide upon all questions which may arise under or as to the fulfillment of said contract on the part of the Contractor, and her decisions and determination shall be final and conclusive.

## **Special Requirements/Instructions:**

# Working Hours/Quality of Service

Contractor shall perform services required herein between the hours of 5:30 PM and 11:30 PM, Monday through Friday, except where noted on the bid form.

No later than two weeks after the effective date of this contract, Contractor shall provide the County with a work schedule defining frequency of tasks to be performed.

Areas listed below are to be cleaned as frequently as specified above. Contract administrator may request an alternative schedule. Bidder shall check whether or not requirements will be met. If requirements cannot be met, bidder must state exceptions.

# Security/Background Check - Jack Brooks Regional Airport

All Janitorial Contractors will be subject to a background check before beginning work at the Jack Brooks Regional Airport Main Terminal. This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.

#### **Cleaning Specifications:**

#### Intent

It is the intent of Jefferson County that these premises be maintained at a high standard of cleanliness. These specifications are intended to indicate an acceptable level of service, cleaning and professionalism to be provided by the contractor.

Frequencies set forth are meant to be general guidelines; they are not to be construed as complete.

All items not specifically included but found to be necessary to properly clean the buildings, including additional requirements at specific locations, shall be included as though written in these specifications.

#### Clean

The term "clean" means the removal of all trash, dirt, dust, lint, marks, stains, spots, odors, film (dirt, grease, etc.)

#### Safety

The Contractor shall be responsible for instructing employees in safety measures considered appropriate. Personnel will not place or use mops, brooms, or any equipment in traffic areas or other locations in such a manner as to create safety hazards. The workers shall provide, place and remove appropriate warning signs for wet or slippery floor areas caused by cleaning or floor finishing operations. General safety requirements shall be complied with in all activities under this contract.

# **Daily Cleaning:**

#### Restrooms

Clean with a germicidal detergent all commodes, urinals, lavatories, bathtubs, shower areas, etc. Clean encrustation, stains, scale, deposits, and build-up inside and outside. All fixtures, faucets, and piping shall be rinsed and polished for a complete job. Deodorant tablets shall not be used in commodes or urinals. Highly scented disinfectant cleaners shall not be used.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### **Floors**

Sweep floors to remove dirt and other material. Damp mop all resilient tile floors using a germicidal detergent solution. Wet mop all ceramic tile floors using a germicidal detergent solution. Rinse all floors with clear water. Floors shall be maintained in such a manner as to promote longevity and safety upon completion of work, all floors shall be left in a clean, orderly and safe condition. The contractor shall remove and replace furniture as required to perform the work, exercising necessary safety practices and necessary caution to prevent damage to Jefferson County property. Clean all baseboards. Spray buff all resilient tile. Apply a new coat of finish as needed. At all times, floors shall be maintained in such a manner as to promote longevity and safety.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### Tile

Sweep to remove loose dirt and other material. Wet mop all hard tile (ceramic, quarry, etc.) floors. Damp mop all resilient (including wood) floors. Spray buff all resilient tile daily or as needed.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

# Carpet

Vacuum all carpeted floors. Spot clean all carpeted floors as needed in accordance with manufacturer's instruction.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### **Entrance and Common Areas**

Pick up papers, leaves, trash and loose material outside stairways and entranceways. Sweep to remove loose dirt and other material. Damp or wet mop clean as needed. Clean all entrance mats.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### **Other Requirements**

Empty all waste receptacles. Maintain all waste receptacles in a clean and odor-free condition. Plastic liners are required. Clean all restrooms dispensers, mirrors, partitions, doors, walls, vents, shelves, furniture, trim, etc., in restrooms and adjacent lounge areas.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### **Supplies**

All towel, tissue, and soap dispensers shall be checked and refilled nightly. No refill supplies shall be stocked in the area of dispenser.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### **Trash Pickup and Removal**

Empty all waste receptacles (including wastebaskets, trash cans, ashtrays, boxes labeled "trash", etc.). Waste receptacles are to be maintained in a clean and odor-free condition. New plastic liners are required daily. Remove all trash and waste to a designated central location (dumpster, etc.) for disposal. Empty "recycle paper" containers into recycle bins as needed, where appropriate, and if in doubt, set aside material and ask for direction from contract administrator.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

# Furniture, etc.

Clean furniture, counter, and cabinets. (Furniture includes desks, windows, pictures, etc.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Sanitize, wash and polish all drinking fountains, sinks, basins, fixtures, etc. and related counter tops. Keep walls, ceilings and corners free from dust, cobwebs, etc.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

#### **Doors/Glass**

Clean furniture, counter, and cabinets. (Furniture includes desks, and windows.) Clean all ledges and horizontal surfaces, including baseboards. Spot clean finger marks, smudges, dirt buildup, and/or accumulation around light switches, doors, door frames, counters, etc. Clean all entrance glass (entrance (RFP 23-052/MR) Janitorial Services for Jefferson County

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glass includes: glass, doors, windows, window frames, reception areas, partitions). Clean all metal trim (push plates, kick plates, etc.) Spot clean all interior glass including partitions, display cases, mirrors, interior doors, etc.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

# **Finishing Touches**

Restore all furniture, wastepaper baskets, etc., to original position. Report all maintenance related problems to the Central Services Director. Leave janitorial closet clean and orderly.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

# **Periodic Tasks and Services:**

All monthly, quarterly, semi-annual and annual services require a sign-off of completion. Prior to starting, vendor must submit a written schedule showing the exact date of all quarterly, semi-annual and annual work.

# Monthly

Machine scrub restroom floors using germicidal detergent. Refinish all resilient tile restroom. Clean all vent covers, louvers, etc.

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

# **Quarterly and As Needed**

Vacuum, spot clean, and shampoo all carpets. (Proper shampooing shall result in a carpet free from all types of airborne soil, dry dirt, water soluble soils, and petroleum soluble soils). A clean carpet shall be uniform in appearance when dry vacuumed. Strip and refinish all resilient tile floor surfaces, upon completion of this task, the floor shall be free of all scuff marks, dirt, dust, soil, spots, stains, deposits, and film, (dirt, oil, grease, etc.).

Exceptions – Within two (2) weeks of award, each awarded Vendor shall meet with department heads to determine any exceptions to these specifications.

# SUB-COURTHOUSE, ANNEX I AND II (PORT ARTHUR) JANITORIAL SERVICES ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Sub-Courthouse, Annex I and Annex II (Port Arthur). These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Kenneth Shepherd, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Port Arthur locations. Vendor shall be responsible for other supplies and equipment.

Vendor shall supply all other supplies and equipment needed to properly clean the buildings.

#### Subcourthouse

- The Janitor's closet shall be stocked on Fridays.
- Sweep or vacuum all floors (hallways and offices) daily.
- Sweep stairwells daily.
- Wipe handrails daily.
- Clean all restrooms daily.
- Clean all windows and doors daily.
- Dust all offices and all blinds twice per week.
- Clean walls once per week.
- Clean light fixtures once per week.
- Buff floors once a week; strip and wax floors once every other week.

Annex II – Port Arthur – in addition to above requirements:

- Protective gloves shall be worn when cleaning restrooms.
- Floors shall be mopped (not waxed).

Vendor shall maintain contact with Kenneth Shepherd and with Purchasing throughout the life of this contract.

The Subcourthouse, Annex I, and Annex II require at least one (1) day porter to service the three locations.

# JACK BROOKS REGIONAL AIRPORT ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Jack Brooks Regional Airport (Main Terminal). These requirements relate to issues of particular relevance to the Airport. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Airport shall meet with the point of contact, Duke Youmans, within two (2) weeks of contract award to discuss these requirements.

Vendor's assigned employee(s) shall have:

- Good communication skills in the English language
- Proof of cleared background check before beginning work at Jack Brooks Regional Airport. This background check will be conducted by the Jefferson County Sheriff's Department and Jefferson County will bear the cost of the search.
- Additional background checks may be necessary as prescribed by TSA regulations.
- Company logo visible on their shirts at all times, and have a company identification card with their name and picture.

# Vendor shall supply:

- Any and all equipment, including but not limited to:
  - vacuums
  - o brooms, dust and dry mop, wet mop, bowl mops
  - o buffers & carpet cleaner
  - o interior and exterior window cleaning equipment
  - o rags, wipes, etc
- Any and all supplies necessary to clean the Airport Main Terminal, including but not limited to:
  - o Neutral floor cleaner
  - o Cleaner and disinfectant for: sinks, toilets, counter tops, windows, etc
  - Scented urinal screens
  - o Stain remover
  - Hand soap for dispensers
  - Hand sanitizer for dispensers

The main terminal requires one person to be present from 8:00 AM to 8:00 PM, Sunday through Friday, and from 8:00 AM to 3:00 PM on Saturday. This person shall:

- Clean all bathrooms following each flight.
- Replenish paper products.
- Dry mop floors twice a day.
- Vacuum all carpeted areas once a day.
- Take out trash twice a day.
- Buff all hard floors each Saturday.
- Hard floors stripped and waxed, every three (3) months or upon airport request, no more than four (4) times a year. A 48 hour notice is required prior to floor stripping and waxing.
- Shampoo all carpet areas as needed, at least every two (2) weeks.
- Maintain interior side of windows to a clean and clear appearance.
- Stains addressed and removed.

Access to secure areas of the terminal will be limited. Persons authorized by designated airport personnel will be subject to airport security background checks. Persons authorized will, without fail, display proper security

badges, provided by airport, at all times while in secure areas. If lost, replacement badges are available for a cost of \$10 each.

A monthly report is required noting the date floor are buffed and carpets are cleaned. This report must also contain the name of the employee that performed the work. A 48 hour notice is required prior to stripping and waxing of any floors. Vendor shall maintain contact with Duke Youmans and with Purchasing throughout the life of this contract.

# MID-COUNTY BUILDING AND HAMSHIRE BUILDING ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Mid-County Office Building. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at the Mid-County Office Building shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap for these locations. The vendor is responsible for all other supplies and equipment.

#### **Environmental Control Department**

- Vacuum front counter area daily.
- Vacuum remaining floors three days per week.
- Empty trash daily.
- Dust all offices once per week.

# Constables' Offices (Precincts 4 & 7)

- Dust Constables' desks and shelves every other day.
- Dust all other desks every other day, including CPU on the floor and computer on the desk.
- Vacuum entire office once per week
- Dust printers, fax machine and phones once per week.

#### Judges' Offices (Precincts 4 & 7)

- Vacuum entire office, Judge's office, and Court Room (including under all desks) daily.
- Empty trash daily.
- Clean front window glass once per day.
- Wipe outside counter at front window with antibacterial cleaner once per day.
- Dust Clerk's office once per week.
- Windex Judge's desk once per day.
- Dust table in Judge's office once per day. If Judge is in office, please ask before cleaning.
- Vacuum Court Room once per day
- Dust entire Court Room with Pledge on Fridays. Additionally, on Tuesdays dust the Judge's entire bench only.
- Empty shredder once per week.
- Special Requests as needed.

# Mid-County Community Room (Next to Mid-County Office Building)

- Sweep floors
- Mop floors
- Empty trash.
- Clean restrooms.
- Clean kitchen.

The space previously known as The Library is now being utilized as an Immunization Clinic/Voting Tabulation area. This area is currently, and shall continue to be cleaned by Jefferson County staff. Please do not consider it as an area to be cleaned under contract.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

# ROAD & BRIDGE PRECINCT 2 ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Road & Bridge Precinct 2 Office. These requirements relate to issues of particular relevance to this building. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

#### Vacuuming

- Vacuum front office twice per week.
- Vacuum remainder of the building once per week.

#### Dusting

- Dust front office twice per week.
- Dust remainder of the building once per week.

Restrooms – clean twice per week.

#### **Floors**

- Mop once per week.
- Sweep twice per week.

Trash – empty twice per week.

Kitchen – clean twice per week (no dishes).

Glass - clean as needed.

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

# MID-COUNTY TAX OFFICE ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Mid-County Tax Office. These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Bobby Kelly, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

The following tasks shall be performed daily:

- Mop all non-carpeted areas.
- Vacuum all carpeted areas.
- Clean bathroom fixtures.
- Empty all trash cans.
- Clean or wipe fingerprints from front doors.

The following tasks shall be performed once or twice per week as needed:

- Dust counters/desks.
- Wipe down wooden surfaces
- Dust calculators, phones, printers, etc.

The following tasks shall be performed once monthly as needed:

- Dust blinds
- Clean window sills
- Empty shredders by copier in work room

Vendor shall maintain contact with Bobby Kelly and with Purchasing throughout the life of this contract.

# MINNIE ROGERS JUVENILE JUSTICE CENTER ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for the Minnie Rogers Juvenile Justice Center. These requirements relate to issues of particular relevance to these locations. They are in addition to and do not replace the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Chief Cockrell, within two (2) weeks of contract award to discuss these requirements.

The Minnie Rogers Juvenile Justice Center is a secure facility. Vendor shall gain admission by ringing the entrance bell and identifying themselves.

The Vendor will be given a key by the Control Room staff for servicing the building; Vendor shall return the key at the end of each work shift.

The Vendor shall transport all trash out of the entrance doors and shall request admission to the dumpster area, which is in the secure parking lot. Once entrance is gained, the gate will close and the Vendor shall request it to be opened again in order to leave the area and gain admission back into the facility.

All Juvenile records are confidential, and the Vendor shall not disturb records in any manner. If a name of a juvenile happens to be seen accidentally, the Vendor shall not reveal that information to anyone.

During a normal week, the conference rooms may be in use for various meetings or rehabilitation programs after 5:00. The vendor shall work in the rest of the building and clean the conference rooms last on those occasions.

- Empty trash daily
- Clean front window glass once per week
- Clean restrooms and bathroom fixtures daily
- Clean kitchen, to include wiping down counters, daily
- Mop all non-carpeted areas daily
- Vacuum all carpeted areas daily, including Court Room
- Empty all trash cans daily
- Clean or wipe fingerprints from front doors at least once per week
- Dust blinds once per week
- Clean window sills once per week
- Strip and Wax lobby floor once every six (6) months
- Shampoo carpeted areas one every six (6) months.

Vendor shall supply any and all supplies necessary to clean, including but not limited to vacuums, brooms, dust and dry mops, wet mops, bowl mops, buffers and carpet cleaner, interior and exterior window cleaning equipment, rags, wipes, neutral floor cleaner, cleaner and disinfectant for sinks, toilets, counter tops, etc., scented urinal screens, stain remover, hand soap for dispensers, hand sanitizer for dispensers. Vendor shall also provide all trash bags, toilet tissue, paper towels and cleaning supplies on the Juvenile Probation side.

Vendor shall maintain contact with Chief Cockrell and with Purchasing throughout the life of this contract.

#### **BEAUMONT LOCATIONS:**

# HISTORIC COURTHOUSE, NEW COURTHOUSE, SHERIFF'S DEPARTMENT, ANNEX I, ANNEX II, AND ANNEX IV ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the historic courthouse, new courthouse, Sheriff's Department, Annex I, Annex II, and Annex IV (all located in Beaumont). The following requirements relate to issues of particular relevance to these locations, and are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at these locations shall meet with the point of contact, Greg Keller, within two (2) weeks of contract award to discuss these requirements.

Jefferson County shall provide paper products and trash liners for the Beaumont locations. Vendor shall be responsible for other supplies and equipment.

Vendor will perform services Monday through Friday, as follows:

Historic Courthouse, New Courthouse, Annex I, 9:30 am – 2:00 pm Annex II, and Annex IV 5:30 pm – 11:30 pm

Sheriff's Department 8:00 am – 12:00 noon

District Attorney's Offices 3:00 pm – 5:00 pm

Vendor personnel working in the Sheriff's Department shall be subject to a background check.

Vendor shall furnish cleaning carts for each of the Beaumont locations. The total number of carts shall be determined after award.

All Vendor personnel shall have their company logo visible on their shirts at all times, and have a company identification card with their name and picture. Cleaning personnel not wearing the proper attire will not be allowed in the building.

The Vendor shall have a supervisor on duty at all times. This supervisor will be the only person authorized to pick up keys each night.

The following floor services are required.

- Sweep all floors daily.
- Mop all floors daily.
- Buff floors in Historic Courthouse weekly. There should be floor buffing every day to ensure all floors are buffed weekly. A floor buffing schedule must be provided upon award of the contract.
- Floors stripped and waxed quarterly.
- Shampoo carpets as needed.

Vendor shall maintain contact with Greg Keller and with Purchasing throughout the life of this contract. A cleaning schedule must be provided upon award of the contract to Greg Keller.

# PRECINCT 1 SERVICE CENTER ADDITIONAL INFORMATION AND REQUIREMENTS

The following provides additional information and requirements for Janitorial Services for the Precinct 1 Service Center. These requirements relate to issues of particular relevance to these locations. They are in addition to the requirements listed in the specifications. The Vendor awarded janitorial services at this location shall meet with the point of contact, Lori Fountain, within two (2) weeks of contract award to discuss these requirements.

Jefferson County will supply toilet paper, paper towels, and hand soap at this location. Vendor is responsible for supplying other supplies and equipment needed.

The following tasks shall be performed:

- Strip and wax floors annually.
- Buff floors bi-annually.

Vendor shall maintain contact with Lori Fountain and with Purchasing throughout the life of this contract.

#### Schedule and Checklists:

The Contractor shall submit, after Notice of Award, but prior to the date of performance, a schedule of the dates that daily, weekly, monthly, quarterly, semi-annually and other frequencies of work will be performed. Contractor shall, in this schedule, indicate specific areas of floors and sections of windows and other items not requiring daily service, which are to be cleaned under a progressive work program and the days/weeks/months/quarters such areas are to be cleaned. This schedule must be approved by building superintendent and submitted to Jefferson County Purchasing Agent. A copy of the daily activity report is attached at page 39.

#### **Daily Activity Report Checklist**

The successful vendor will be required to complete a "daily activity report checklist" of services performed for each location covered under this contract. A copy of this report is included in this page at page 39.

#### **Routine Maintenance Problem Report**

Using the attached form, any routine maintenance problems such as burned out lights, clogged drains, toilet problems, electrical outlet malfunctions, items broken, missing, and other items which require maintenance, repair or replacement. This report should be submitted as needed to Jefferson County. A copy of this report is included in this page on page 40.

The Contractor shall forward to Jefferson County Building Superintendent the completed checklists for each week within two (2) days after its expiration showing its adherence or non-adherence, plus corrections, by item and date. In addition, a copy of the reports and checklists shall be filed with the contact person specified in the bid or his designated representative.

#### Coordination

The Contractor will contact the County Purchasing Agent at least once a quarter to discuss contract performance and identify problem areas. Meetings will be scheduled at the time of award for the first year, and upon renewal for each subsequent year.

# **Poor Performance/Complaint Provisions:**

In the event janitorial service performance is less than acceptable to Jefferson County authorities this paragraph will allow recourse for the County. A percentage of amounts due for janitorial services will be assessed when performance is unsatisfactory, e.g., when three (3) legitimate complaints of unsatisfactory services are received from a single department within a 30-day (one month) period, a 10% penalty will be assessed the contractor. The 10% penalty shall apply to the amount for services charged to the complaining department.

## DAILY ACTIVITY REPORT CHECKLIST TO BE FILLED OUT BY SUPERVISOR

	•							
Building	Floor							
			•	•	r	1		1
		Mon	Tue	Wed	Thu	Fri	Sat	Sun
Sweep or dust mop floors								
Damp mop floors								
Buff floors								
Clean elevators								
Clean brass fixtures								
Vacuum and clean rugs and carpets								
Collect trash and change bags		10	1,					
Clean glass interior and exterior		U	I					
Sweep stairs/landings and mop	T.							
Clean bathroom – clean sinks/toilets/urinals, replace tissues/towels/soap, empty trash, sweep/mop floors								
Dust all furniture								
Contractor	I							

Date

Supervisor

## ROUTINE MAINTENANCE PROBLEM REPORT

Please	Print Name	Authorized S	ignature	Date
Depar	tment*		Report Date	
Proble	em Location			
	1. Lights burned out.	1	10	
	2. Drain clogged.		IIDIE	
	3. Toilet malfunction.		T	
	4. Electrical outlet malfunction	۱.		
	5. Item(s) broken, missing, etc			
	6.			
	7.			
	8.			
	9.			
	10.			
	11.			

<sup>\*</sup>Report each maintenance problem daily.

### 6.1 OBJECTIVE OF PROPOSAL

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

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

## 6.2 PROPOSER EXPERIENCE

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

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

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

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

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

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

Janitorial Services

## 6.4 LAWS AND REGULATIONS

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

## 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

## 7.2 COST PROPOSAL

The Proposer must utilize the form provided on Page 61 of these specifications in its submission of a cost proposal in response to this RFP. The cost proposal must be included in each copy of the proposal. Any reworked version of this provided form that is intended to be a substitute for Page 61 of these specifications, that is provided by a Proposer may be determined as non-responsive, and may result in the proposal's disqualification.

## 7.3 EVALUATION COMMITTEE

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

### 7.4. EVALUATION PROCESS

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

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

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

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

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

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

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

## 7.5 PROPOSAL EVALUATION CRITERIA:

## a. RESPONSIVENESS – 15%

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

### b. **IMPLEMENTATION PLAN – 25%**

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

## c. PROPOSER QUALIFICATIONS – 25%

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

## d. PERSONNEL QUALIFICATIONS – 15%

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

### e. COST OF PROFESSIONAL SERVICES – 20%

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

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

## **COST PROPOSAL FORM:**

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

Service shall include all custodial services and must be performed during the days/times specified. Note that some locations require an employee to be on site for the duration of specific hours.

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
1	Jefferson County Courthouse (Historic) 1149 Pearl St., Beaumont Mon-Fri, 5:30 pm—11:30 pm Floors: 7; Elevators: 3 Square feet: 115,490 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
2	Jefferson County Courthouse (New) 1001 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 3; Elevators: 3 Square feet: 140,937 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
3	Courthouse (Historic & New) & Beaumont Annexes I, II, IV- day service One employee (day porter) must be on site Mon-Fri, 9:30am- 2:00 pm Floors: 7; Elevators: 8 Square feet: (combined) 256,427 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
4	Jefferson County Sheriff's Dept. 1001 Pearl St., Beaumont One employee must be on site Mon-Fri, 8:00 am—noon Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
5	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$	\$	\$	x 52	\$
6	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm—11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$	\$	\$	x 52	\$

## COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
7	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30 pm—11:30 pm Floors: 2; Elevators: 1 Square feet: 20,000 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
8	Subcourthouse 525 Lakeshore Dr., Pt Arthur Mon-Fri, 5:30 pm—12:00 mid. Floors: 2; Elevators: 2 Square feet: 15,394 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
9	Annex I – Port Building 900 Fourth St., Port Arthur Mon-Fri, 5:30 pm–12:00 mid. Floors: 2; Elevators: 1 Square feet: 5,426 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
10	Annex II – Public Health Dept 800 – 4 <sup>th</sup> Street, Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
11	Subcourthouse, Annex I, and Annex II (Port Arthur)  One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00 am – 5 pm  Square feet (combined): 35,120	\$	\$	\$	X52	\$
12	Minnie Rogers Juvenile Justice, 5326 Highway 69 S, Beaumont Mon-Fri, 5:30 pm-12:00 mid. Floors: 1; Elevators: 0 Square feet: 12,850 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
13	Airport – Main Terminal 6000 Airline Dr., Beaumont At least one employee must be on site Sun-Fri, 8:00 am–8:00 pm Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 6 days/week	\$	\$	\$	x 52	\$

## COST PROPOSAL (CONTINUED)

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
14	Airport – Main Terminal 6000 Airline Dr., Beaumont At least one employee must be on site Sat, 8:00 am–3:00 pm Floors: 1; Elevators: 0 Square feet: 19,579 To be serviced: 1 day/week	\$	\$	\$	x 52	φ.
15	Mid-County Office Building & Pct. 2 Service Center 7759 Viterbo Rd, Beaumont Mon-Fri, 5:30 pm–12:00 am. Floors: 1; Elevators: 0 Square feet: 6,120 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
16	Mid-County Tax Office 4605 Jerry Ware Dr., Bmt Mon-Fri, 5:30 pm–12:00 am Floors: 1; Elevators: 0 Square feet: 2,476 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30 pm – 12:00 am Floors: 1; Elevators: 0 Square feet: 2,858 To be serviced: 5 days/wk	\$	\$	\$	X52	Φ.
18	Precinct 1 Service Center 20205 West Highway 90, China Thursday, 9:00 am – 9:00 pm Floors: 1; Elevators: 0 Square feet: 2,559 To be services: 1 day/week	\$	\$	\$	X52	\$
19	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30 pm – 12:00 mid Floors: 1; Elevators: 0 Square feet: 1,876 To be serviced: 2 day/week	\$	\$	\$	X52	\$

## **COST PROPOSAL (CONTINUED)**

Item	Service Location	Unit Price Per Sq. Ft.	Unit Price Per Visit	Extended Weekly Price	Weeks Per Year	Extended Annual Total
20	Precinct 3 Service Center	\$	\$	\$	X26	\$
	5700 Jade Avenue, Port Arthur					
	Mon-Thurs, 7:00 am - 5:00 pm					
	Floors: 1; Elevators: 0					
	Square Feet: 7,140					
	To be serviced: 1 day/bi-weekly					
21	Precinct 4 Service Center	\$	\$	\$	X52	\$
	7780 Boyd Rd., Beaumont					
	Mon., Wed. & Fri., 9:00 am – 12:00 pm					
	Floors: 1; Elevators: 0					
	Square Feet: 20,649					
	To be serviced: 3 days/week					

Offeror Must Complete and Return This Page With Offer.

**REQUIRED FORM** 

**Proposer:** 

## **NON-DISCLOSURE AGREEMENT**

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

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

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

## **RESPONDENT INFORMATION FORM**

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

RFP Number &	<b>. Name:</b> (RFP 23-052/MR) Jar	itorial Services for Jefferson County
Proposer's Cor	mpany/Business Name:	
Proposer's TAX	CID Number:	
If Applicable:	HUB Vendor No	DBE Vendor No
Contact Persor	n:	Title:
Phone Numbe	r (with area code):	
Alternate Phor	ne Number if available (with	area code):
Fax Number (v	vith area code):	
Email Address:	:	
Mailing Addres	ss (Please provide a <u>physical</u>	address for bid bond return, if applicable):
Address		
City, State, Zip	Code	<del></del>

**REQUIRED FORM** 

Proposer:

## **VENDOR REFERENCES FORM**

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

REQUIRED FORM

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

REFERENCE ONE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE TWO	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	
REFERENCE THREE	
Government/Company Name:	
Address:	
Contact Person and Title:	
Phone:	Fax:
Email Address:	Contract Period:
Scope of Work:	

## **SIGNATURE PAGE**

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

entity. Lacif entity reserves the right to determine their part	dicipation in this contract.
Would Respondent be willing to allow other governmental the same terms and conditions?	
This Proposal/RFP Response shall remain in effect for <b>90 c</b> excise and state and local sales tax (exempt).	days from RFP opening and shall be exclusive of federal
The undersigned agrees, if this proposal is accepted, to furni price and upon the terms and conditions contained in the Ro Response, Terms of Contract, and Specifications and all other	equest for Statements of Qualification, Conditions of RFP
The undersigned affirms that they are duly authorized to expartnership or individual has not prepared this RFP responsents of this RFP response as to prices, terms or conditional undersigned nor by any employee or agent to any other RF type of business prior to the official opening of this RFP. And nor agents have been for the past six (6) months directly combination to control the price of goods or services on, nothereon.	se in collusion with any other Respondent, and that the ons of said response have not been communicated by the FP Respondent or to any other person(s) engaged in this further, that neither the Respondent nor their employees or nor indirectly concerned in any pool or agreement or
RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

E-mail Address

## **CERTIFICATION REGARDING LOBBYING**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

**REQUIRED FORM** 

Proposer:

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

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

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

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

# Approved by OMB 0348-0046

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

Type of Federal Action:  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action:  a. bid/offer/application b. initial award c. post-award		Report Type:  a. initial filing  b. material change
Name and Address of Reporting E Prime Sub-awardo Tier, if	ee	If Reporting Ent Name and Addre	ity in No. 4 is Sub-awardee, Enteress of Prime:
Congressional District, if known	wn:	Congression	onal District, if known:
Federal Department/Agency:			ram Name/Description: f applicable:
Federal Action Number, if known:		9. Award Amou	int, if known:
10. a. Name and Address of Lobby (if individual, last name, first name			
11. Information requested through thi authorized by title 31 U.S.C. section 13 disclosure of lobbying activities is a n representation of fact upon which reliably the tier above when this transaction entered into. This disclosure is require U.S.C. 1352. This information will be a congress semi-annually and will be a inspection. Any person who fails to fill disclosure shall be subject to a civil p than \$10,000 and not more than \$100,001 failure.	352. This naterial ance was placed n was made or ed pursuant to 31 eported to the vailable for public e the required enalty of not less	Signature: Print Name: Title: Telephone No.:	
Federal Use Only			rized for Local Reproduction dard Form - LLL (Rev. 7-97)

**REQUIRED FORM** 

**Proposer:** 

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

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

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

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

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

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:
  - (2) the vendor:
    - (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that
      - (i) a contract between the local governmental entity and vendor has been executed;
      - (ii) the local governmental entity is considering entering into a contract with the vendor:
    - (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:
      - (i) a contract between the local governmental entity and vendor has been executed; or
      - (ii) the local governmental entity is considering entering into a contract with the vendor.

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

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:
  - (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
  - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
  - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:
  - (1) the date that the vendor:
    - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
    - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
  - (2) the date the vendor becomes aware:
    - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
    - (B) that the vendor has given one or more gifts described by Subsection (a); or
    - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CIG
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).	Date Received
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.	
A vendor commits an offense if the vendor knowingly violates Section 176,006, Local Government Code. An offense under this section is a misdemeanor.	F-1
Name of vendor who has a business relationship with local governmental entity.	
Check this box if you are filing an update to a previously filed questionnaire.	
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the orig incomplete or inaccurate.)	
$^{ m I}$ Name of local government officer about whom the information in this section is being discl	osed.
Name of Officer	
This section (item 3 including subparts A, B, C, & D) must be completed for each officer we employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?	ment Code. Attach additional
Yes No	
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the loc	
Yes No	
C. Is the filer of this questionnaire employed by a corporation or other business entity will government officer serves as an officer or director, or holds an ownership interest of one percentage.	
Yes No	
D. Describe each employment or business and family relationship with the local government	officer named in this section.
Ī	

Adopted 8/7/2015

## **REQUIRED FORM**

## **Proposer:**

# LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY

-	LOCAL GOVERN CONFLICTS DISC	MENT OFFICER CLOSURE STATEMENT	FOR	M CIS
TH	is questionnaire reflects chan	ges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE	ONLY
g		opriate local governmental entity that the following local e aware of facts that require the officer to file this statement 6, Local Government Code.	Date Received	
J	Name of Local Governmen	t Officer		
2	Office Held			
]	Name of vendor described	by Sections 176.001(7) and 176.003(a), Local Government	Code	
	Description of the nature a	nd extent of employment or other business relationship wi	th vendor named in	item 3
5	from vendor named in item	ocal government officer and any family member, if aggreg of 3 exceeds \$100 during the 12-month period described by		
	Date Gift Accepted			
	Date Gift Accepted	Description of Gift		
	Date Gift Accepted	Description of Gift		
		(attach additional forms as necessary)		
5]	AFFIDAVIT	I swear under penalty of perjury that the above statement in that the disclosure applies to each family member (as defit Government Code) of this local government officer. I also covers the 12-month period described by Section 176.003(a)	ned by Section 176.001 acknowledge that this	(2), Local statement
		Signature of Local	Government Officer	
	AFFIX NOTARY STAMP / SE			
	Sworn to and subscribed before	this the	day	
	of, 20	, to certify which, witness my hand and seal of office.		

Adopted 8/7/2015

THIS FORM IS FOR OFFICE USE ONLY

## **Determination Checklist**

This information must be submitted with your proposal.

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

		Dic	the Prime Contractor/	Consultant					
Yes	☐ No	1.	•	, and consistent with standard and prudent industry standards, ork into the smallest feasible portions, to allow for maximum rticipation?					
Yes	No	2.		sonable number of HUBs, allowing sufficient time for effective anned work to be subcontracted?					
Yes	☐ No	3.	information regarding and insurance requ	<b>rovide</b> HUBs that were genuinely interested in bidding on a subcontractor, adequan formation regarding the project (i.e., plans, specifications, scope of work, bonding insurance requirements, and a point of contract within the Pring ontractor/Consultant's organization)?					
Yes	No	4.	<b>Negotiate</b> in good fair qualify as lowest and r	th with interested HUBs, and not reject bids from HUBs that esponsive bidders?					
Yes	No 5. <b>Document</b> 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/Coreasons why.	onsultant has zero (0) HUB participation, please explain the					
If "N				clude any pertinent documentation with your proposal. arate sheet to answer the above questions.					
Printed	Name of A	utho	orized Representative	Signature					
		Titl	e	Date					
Propose Please	complete	this	form and I submission.						

Notice of Intent (NOI) to Subcontract with

## **Historically Underutilized Business (HUB)**

This information must be submitted with your proposal.							
Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).  Yes No							
below may be subr	me Contractor/Consultant: nitted after contract award, HUB Subcontractor/Sub-con	, but prior to be	ginning per	formance on t	the contract. Please s	submit	
Contractor Name:					HUB: p Yes p No		
Address:							
	Street	City	State	Zip			
Phone (with area cod	e):		Fax (with a	rea code):			
Project Title & No.:							
Prime Contract Amou	unt: \$						
HUB Subcontractor N	lame:					_	
HUB Status (Gender 8	& Ethnicity):						
Certifying Agency:	☐ Tx. Bldg & Procurement Cor	mm. □ Jefferson	County 🗆	Tx Unified Certifi	cation Prog.		
Address:							
	Street	City	State	Zip			
Phone (with area cod	e):		Fax (with a	rea code):		_	
Proposed Subcontrac	t Amount: \$		Percenta	ge of Prime Cont	tract: 9	<u>6</u>	
Description of Subco	ntract Work to be Performed:						
Printed Name of Cont	cractor Representative	Signature of	Representative	2	 Date	_	
Printed Na	me of HUB	Signature of	Representative	2	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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

## **REQUIRED FORM**

**Proposer:** 

## Page 1 of 4

Proposer intends  Yes No		s information must be				arded).
Prime Contractor:					HUB:	No
HUB Status (Gender	& Ethnicity):					
Address:						
	Street	City	State	Zip		
Phone (with area co	ode):		Fax (w	vith area code):		
Project Title & No.:				IFB/RFP No.:		
Total Contract:	\$		Total HUB :	Subcontract(s):	\$	
Construction HUB G	ioals: 12.8% MBE:	:	%	12.6% WBE:		%
Verification date HUB	Program Office revie	ewed and verified HUB Sub in	nformation	Date:	Initials:	
HUB Subcontractor		N DISCLOSORE				
HUB Status (Gender						
		& Procurement Comm.				
				Zip		
Address:	Street	City	State	ΖIÞ		
	Street		State Titl	·		
Address:		City	Titl	e:		
Address:  Contact person:	ode):	,	Titl	e: vith area code):		
Contact person: Phone (with area co	ode):  act Amount:	\$	Titl	e: vith area code):		

## **REQUIRED FORM**

**Proposer:** 

Page 2 of 4 **HUB Subcontractor Disclosure** PART I: Continuation Sheet (Duplicate as Needed) **HUB Subcontractor Name: HUB Status (Gender & Ethnicity):** Certifying Agency: Address: Street City State Zip Title: \_\_\_\_\_ Contact person: Phone (with area code): Fax (with area code): Percentage of Prime Contract: % Proposed Subcontract Amount: \$\_\_\_\_\_ Description of Subcontract Work to be Performed: **HUB Subcontractor Name:** HUB Status (Gender & Ethnicity): Certifying Agency: Address: City State Zip Title: Contact person: Fax (with area code): Phone (with area code): \$ Percentage of Prime Contract: \_\_\_\_\_\_ % Proposed Subcontract Amount: Description of Subcontract Work to be Performed:

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

**REQUIRED FORM** 

**Proposer:** 

Page 3 of 4 PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation. Our firm was unable to meet the HUB goals for this project for the following reasons: All subcontractors to be utilized are "Non-HUBs." (Complete Part III) HUBs were solicited but did not respond. HUBs solicited were not competitive. HUBs were unavailable for the following trade(s): Other: Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes □No PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS The Proposer shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Proposer selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Proposer is the apparent low Proposer. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided immediately after their selection. Subcontractor Name: Address: City Street State Contact person: Title: Fax (with area code): Phone (with area code): Percentage of Prime Contract: Proposed Subcontract Amount: Description of Subcontract Work to be Performed: Subcontractor Name: Address: Street Citv State Zip Title: \_\_\_ Contact person: Fax (with area code): \_\_\_\_\_ Phone (with area code): Percentage of Prime Contract: **Proposed Subcontract Amount:** \$ Description of Subcontract Work to be Performed: **REQUIRED FORM Proposer:** 

	Page	4 of 4	
Subcontractor Name:			
Address:	Cit.	Chair 7in	
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Perfo	ormed:		
Subcontractor Name:			
Address:			
Street	City	State Zip	
Contact person:		Title:	
Phone (with area code):		Fax (with area code):	
Proposed Subcontract Amount: \$		Percentage of Prime Contract:	%_
Description of Subcontract Work to be Perfo	ormed:		
	i <b>on as required</b> . I fully	nformation, truthfully completed all applicable part understand that intentionally falsifying information ny resulting contract.	
Name (print or type):			
Title:			
Signature:			
Date:			
E-mail address:			
Contact person that will be in charge of in	nvoicing for this pro	ject:	
Name (print or type):			
Title:			
Date:			
E-mail address:			
REQUIRED FORM			

Proposer:

## **RESIDENCE CERTIFICATION/TAX FORM**

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

	(3) "Non-resident RFP Respondent" refers to a person who is not a resident.						
	(4) "Resident RFP Respondent" refers to a person whose principal place of business is in this star including a contractor whose ultimate parent company or majority owner has its principal place business in this state.						
			Code §2252.001		ompany name] is a Resident Respondent of Texas as defined		
	Gove		ode §2252.001 a		ompany name] is a Non-Resident Respondent as defined in pal place of business is		
Tax	payer l	dentificatio	n Number (T.I.N.):				
Cor	npany l	Name subm	itting bid/proposa	l/response:			
Ma	iling ad	dress:		·			
If yo	ou are a	an individua	l, list the names a	nd addresses of	any partnership of which you are a general partner:		
Prop	erty:	List all taxa	able property ow	ned by you or	above partnerships in Jefferson County.		
Jefferson County Tax Acct. No.* Property					ess or location**		

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

**REQUIRED FORM** 

Proposer:

<sup>\*\*</sup> 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.

## **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:
Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.
Pursuant to Section 2270.002, Texas Government Code:
1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.
Signature of Company Representative
Date
On this day of, 20, personally appeared
, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.
Notary Seal
Notary Signature
Date
REQUIRED FORM  Proposer:  Please complete this form and include with proposal submission.

(RFP 23-052/MR) Janitorial Services for Jefferson County

## **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	

## **RESPONDENT'S AFFIDAVIT**

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

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

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

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

NAME OF BUSINESS	
BY:	Sworn to and subscribed before me thisday of
SIGNATURE	
NAME & TITLE, TYPED OR PRINTED	
MAILING ADDRESS	Notary Public
	State of
CITY, STATE, ZIP CODE	My Commission Expires:
( )	
TELEPHONE NUMBER	

**REQUIRED FORM** 

**Proposer:** 



## JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

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

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

## LEGAL NOTICE Advertisement for Invitation for Bids

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, <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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

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

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 Classic

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. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

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.

### BIDDING.

## 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

## 1.3 LATE BIDS.

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

## 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

## 1.6 BID AMOUNTS.

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

## 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

### 1.8 ALTERNATES.

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

## 1.9 DESCRIPTIONS.

Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications

is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

### 1.10 BID ALTERATIONS.

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

## 1.11 TAX EXEMPT STATUS.

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

### 1.12 QUANTITIES.

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

### 1.13 BID AWARD.

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

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

### 1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

### 1.15 ADDENDA.

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

## 1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

## 1.17 GENERAL INSURANCE REQUIREMENTS.

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

## 1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery,"

and c) bids made contingent upon award of other bids currently under consideration.

## 1.19 RESPONSIBLE STANDING OF BIDDER.

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

## 1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

### 1.21 PUBLIC BID OPENING.

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

### 2. PERFORMANCE.

## 2.1 DESIGN, STRENGTH, AND QUALITY.

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

## 2.2 AGE AND MANUFACTURE.

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

## 2.3 DELIVERY LOCATION.

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

### 2.4 DELIVERY SCHEDULE.

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

## 2.5 DELIVERY CHARGES.

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

## 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.

#### 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.

#### CONTRACT.

# 4.1 CONTRACT DEFINITION.

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

# 4.2 CHANGE ORDER.

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

the vendor.

#### 4.3 PRICE RE-DETERIMINATION.

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

#### 4.4 TERMINATION.

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

#### 4.5 CONFLICT OF INTEREST.

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

# 4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

The Jefferson County Purchasing Department may initiate discussions with selected vendors; however, discussions 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 <u>90</u> days after opening date.

# 6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

additional shipping, handling and drayage fees may apply.

#### AWARD.

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

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

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

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

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

#### 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 <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a> 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.

#### 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.

# DELIVERY.

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

# 15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

#### 16. CURRENCY.

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

#### 17. PRICING.

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

# 18. NOTICE TO PROCEED/PURCHASE ORDER.

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

# 19. CERTIFICATION.

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

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

#### DEFINITIONS.

# 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.

<sup>&</sup>quot;County" - Jefferson County, Texas.

<sup>&</sup>quot;Contractor" - The Bidder whose proposal is accepted by Jefferson County.

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

(REVISED JUNE 2022)

# REMEDIES

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

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

# TERMINATION FOR CAUSE AND CONVENIENCE

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

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

# **EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

- 5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

## 1. Minimum wages.

i. All laborers and mechanics employed or working upon the site of the work ( or under the United States Housing Act of 193 7 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account ( except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage dete1mination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

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

- ii. (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - 1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - 2) The classification is utilized in the area by the construction industry; and
  - 3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate

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

(D)The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(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 193 7 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

### 3. Payrolls and basic records.

- Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the 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:
  - 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 (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County

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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.

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

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

#### 9. Breach.

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

# 10. Disputes concerning labor standards.

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

# 11. Certification of eligibility.

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

# CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

- 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. 240I (d)) must also occur during the period of contract performance.
- (3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.
- (4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.
- (5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15 U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.
- (6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501 (c) {3} of the Internal Revenue Code of 1954 (26 U.S.C. 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 (IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County

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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).

# (I) Communication

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

TRP CONSTRUCTION GRO	UP, LLC
7375 FRINT DRIVE	
BEAUMONT, TEXAS 7	7705

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 <a href="http://www.epa.gov/cpg/products.htm">http://www.epa.gov/cpg/products.htm</a>.
- (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

PAGE 25 OF 63

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

Debbie Distefano General Manager

Name and Title of Contractor's Authorized Official

Signature of Contractor's Authorized Official

7/11/2023

Date

REQUIRED FORM

<u>Bidder</u>: 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://acguisition.qov/far/index.html see section 52.209-6.

The Contractor Trp Construction Group, LLC	certifies or affirms by
your signature that neither you nor your principal is presently debarred, susp	pended, proposed for debarment,
declared ineligible, or voluntarily excluded from participation in this transacti	on by any federal department or
Signature of Contractor's Authorized Official	
Signature of Contractor's Authorized Official	
Debbie Distefano General Manager	
Name and Title of Contractor's Authorized Official	
7/11/2023	

Date

REQUIRED FORM

<u>Bidder</u>: 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

Debbie Distefano General Manager

Name and Title of Contractor's Authorized Official

7/11 /2023

Date

**REQUIRED FORM** 

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

# SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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

#### 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. <a href="https://www.co.jefferson.tx.us/Purchasing/">https://www.co.jefferson.tx.us/Purchasing/</a>

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

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

Jefferson County Purchasing Department 1149 Pearl Street, 1<sup>st</sup> Floor Beaumont, TX 77701

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

# All submissions must be received by 11:00 am CT, Wednesday, 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.

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

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

# COUNTY HOLIDAYS (2023):

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

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

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

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

# PRE-BID MEETING AND WALK-THROUGH.

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

# QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: <a href="mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

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 <u>required</u> to be registered with The System for Award Management (SAM), with an "active" status. The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS. There is NO fee to register for this site. Entities may register at no cost directly from the SAM website at: 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 <u>initially</u> accept proof (printout from the SAM website) that the vendor has begun the registration process in order for the IFB/RFQ/RFP submission to be considered as "responsive" to the specifications for the project.

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

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



# TRP CONSTRUCTION GROUP, LLC

Unique Entity ID

CAGE / NCAGE

Purpose of Registration

KD95XAL3AGV3

8V9G1

All Awards

Registration Status

**Expiration Date** 

Active Registration

Jun 8, 2024

Physical Address 2411 Minnis DR

Mailing Address 2411 Minnis DR

Haltom City, Texas 76117-4857

Haltom City, Texas 76117-4857

**United States** 

**United States** 

**Business Information** 

Doing Business as

Division Name

**Division Number** 

TRP CONSTRUCTION GROUP LLC

(blank)

Congressional District

(blank)

State / Country of Incorporation

URL

Texas 12

Texas / United States

(blank)

**Registration Dates** 

**Activation Date** 

Submission Date

Initial Registration Date

Jun 13, 2023

Jun 9, 2023

Feb 2, 2021

**Entity Dates** 

**Entity Start Date** 

Fiscal Year End Close Date

Aug 21, 2010

Dec 31

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

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

#### 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.

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: <a href="https://www.ethics.state.tx.us/whatsnew/elf">https://www.ethics.state.tx.us/whatsnew/elf</a> 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 INTE	ERESTED PARTIES		F	FORM <b>129</b> 5
Complete Nos. 1 - 4 and 6 if th Complete Nos. 1, 2, 3, 5, and 6		arties.		E USE ONLY
Name of business entity filing form, entity's place of business.  **YOUR FIRM NAME HER! Name of governmental entity or state.	E**)			Jelfile
which the form is being filed.  **JEFFERSON COUNTY, 1			14	7,
Provide the identification number us and provide a description of the sen **BID/CONTRACT/PO NUM		or state agency to to be provided up	trock of iden	ntify the contract, act.
BID/CONTRACT/FO NON	MBER GOES HERE		<u> </u>	
l Name of the control	City, State, Country	9Natu	ire of Interest	(check applicable)
Name of Interested Party	(place of business)	(C)	entrolling	Intermediary
"NAME OF PERSON/PERSON	X 1	11		
OWN BUSINESS GOES HERE. LIST ANY PERSON THAT DOE	MUST	•		- 1 (a) (a) (b) (b) (b) (b) (b) (b) (b) (b) (b) (b
WORK FOR THE COMPANY LI IN #1 THAT WILL PROFIT FRO BID/CONTRACT/PO**	STED			
	di			
2:	0			
Check only if there is 10 interes	ted Party.	CON	ILY CHECK ITROLLING RMEDIAR	
UNSWORN DECISARATION Vendor	is to complete #6 - Unswo	rn Declaration		
My address (street)	Commission	(city) (sta	ste) (zip code	(country)
Locking under penalty of perjury that the for Executed in County.	egoing is true and correct.  State of, on the	day of(m		ear)
	Signature of	authorized agent of d		ess entity
ADI	ADDITIONAL PAGES A	S NECESSAR	Y	
rm provided by Texas Ethics Commission	www.ethics.state.bc	u5		Revised 12/22/20

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

# **CERTIFICATE OF INTERESTED PARTIES**

FORM 1295

					1 of 1		
	Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.			OFFICE USE ONLY CERTIFICATION OF FILING			
1	Name of business entity filing form, and the city, state and country of the bu of business.  TRP Construction Group, LLC				ificate Number: 3-1043371		
	Fort Worth, TX United States			Date Filed:			
2	Name of governmental entity or state agency that is a party to the contract for being filed.  Jefferson County Texas	or which the form is	07/07/2023  Date Acknowledged:				
3	Provide the identification number used by the governmental entity or state a description of the services, goods, or other property to be provided under the IFB 23-027/MR Term Contract for Roadway Pavement Markings for Jefferson County	gency to track or identify e contract.	the co	ntract, and pro	vide a		
4			Nature of interest		f interest		
4	Name of Interested Party City, State, Country (place of busing		ness) (check applicable		pplicable)		
				Controlling	Intermediary		
-							
5	Check only if there is NO Interested Party.						
6	UNSWORN DECLARATION			Ŷ	7 5 2		
	My name is Ben Carroll	, and my date of	birth is	2/2	7/1973		
	My address is 2411 Minnis DRIVE, 107	(city) (st	tate)	(zip code)	(country)		
	I declare under penalty of perjury that the foregoing is true and correct.  Executed in	TEVASortho	11	av of Jul	(A 20 7 Z		
	2. County, State of _		0	(month)	(year)		
	Signature	of authorized agent of con	tracting	business entity			
		(Declarant)		100 10 11			

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

#### MULTIPLE VENDOR AWARD.

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

#### DELIVERY.

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

#### 8. PAYMENT.

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

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

#### Invoices shall be submitted to:

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

# 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

(IFB 23-027/MR) Term Contract for Roadway Pavement Markings for Jefferson County

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#### 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.

ACORD

### CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 02/09/2023

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

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

PRODUCER Aon Risk Services South, Inc.	CONTACT NAME:			
Atlanta GA Office	PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-01	105		
3550 Lenox Road NE Suite 1700 Atlanta GA 30326 USA	E-MAIL ADDRESS:			
ACTURED DA 30320 03A	INSURER(S) AFFORDING COVERAGE	NAIC #		
INSURED	INSURER A: Great Northern Insurance Co.	20303		
TRP Infrastructure Services, LLC	INSURER B: Executive Risk Indemnity Inc.	35181		
2411 Minnis Drive Fort Worth TX 76117 USA	INSURER C: Bankers Standard Ins Co	18279		
FOLE MOLEU IX APITA ORY	INSURER D: Allied World Assurance Company (US) Inc 19			
	INSURER E:	10000		
COVERACES	INSURER F:			

CERTIFICATE NUMBER: 570097799237 REVISION NUMBER:

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

LTR	TYPE OF INSURANCE	ADDL SUBI	POLICY NUMBER	POLICY EFF	POLICY EXP	The state of the s	n are as requeste
В	X COMMERCIAL GENERAL LIABILITY	I III	54326401	02/12/2023	(MM/DD/YYYY) 02/12/2024	EACH OCCURRENCE	\$2,000,00
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,00
						MED EXP (Any one person)	\$10,00
	ABOVE CONTRACTOR OF THE PROPERTY OF THE PROPER				K = 1	PERSONAL & ADV INJURY	\$2,000,00
	POLICY X PRO-			1	1 12	GENERALAGGREGATE	\$4,000,000
	OTHER:					PRODUCTS - COMP/OP AGG	\$4,000,000
	AUTOMOBILE LIABILITY		54326400	02/12/2023	02/12/2024	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
	X ANY AUTO					BODILY INJURY ( Per person)	
	OWNED SCHEDULED AUTOS				1	BODILY INJURY (Per accident)	
	X HIRED AUTOS X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	
	X UMBRELLALIAB X OCCUR		03132597	02/12/2023	02/12/2024	EACH OCCURRENCE	\$5,000,000
Ш	EXCESS LIAB CLAIMS-MADE					AGGREGATE	
	DED RETENTION					AGGNEGATE	\$5,000,000
1	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		54326402	02/12/2023	02/12/2024	X PER STATUTE OTH-	
	ANY PROPRIETOR / PARTNER / EXECUTIVE N	N/A				E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH) If yes, describe under	1	Y			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
	DESCRIPTION OF OPERATIONS below					E.L. DISEASE-POLICY LIMIT	\$1,000,000

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ALCOHO 101, ADDITIONAL REMAINS Schedule, may be attached it more space is required)

\*Please see attached additional remarks page. RE: RFP 9600.1 - Pavement Markings - Transform 66 Outside the Beltway Project. The FAM Construction, LLC, I-66 Express Mobility Partners LLC, Virginia DOT, and others is included as Additional Insured in accordance with the policy provisions of the General, Automobile and Umbrella Liability policies. General Liability policy evidenced herein is Primary and Non-Contributory to other insurance available to Additional Insured, but only in accordance with the policy's provisions. A Waiver of Subrogation is granted in favor of Certificate Holder in accordance with the policy provisions of the General, Automobile, Umbrella and Workers' Compensation policies as respects operations of the Named Insured Contractual Liability is covered by the GL policy when tort liability for damages is assumed in a contract or agreement.

CERTIF	CATE	HOL	DER
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### CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Son Risk Services South Inc

AGENCY CUSTOMER ID: 570000073581

100#



### ADDITIONAL REMARKS SCHEDULE

Page \_ of

AGENCY		NAMED INSURED	
Aon Risk Services South, Inc.		TRP Construction Group, LLC.	
POLICY NUMBER See Certificate Number: 570097799237			
CARRIER	NAIC CODE		
See Certificate Number: 570097799237		EFFECTIVE DATE:	

#### ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

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

Additional Remarks

Applies only if applicable coverage is evidenced on Acord 25- CERTIFICATE OF LIABILITY INSURANCE

The General Liability, Auto, and Umbrella/Excess policies include a blanket additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, policy includes a blanket additional insured endorsement that provides additional insured status to the certificate holder for ongoing and completed operations only when there is written contract between the named insured and the certificate holder that requires such status.

The General Liability, Auto, and Umbrella/Excess policies contain an endorsement with primary and noncontributory wording that may apply only when there is a written contract between the named insured and the certificate holder that may require such status.

The General Liability, Auto, Umbrella/Excess, and Workers Compensation policies include a blanket waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires this.

The Automobile policy includes a Loss Payee endorsement that provides loss payee status to the certificate holder as their interest may appear.

AGENCY CUSTOMER ID: 570000073581

LOC#:



### ADDITIONAL REMARKS SCHEDULE

Page of

			, ugc _ 0, _
AGENCY	4 4 77 5	NAMED INSURED	
Aon Risk Services South, Inc.		TRP Construction Group, LLC.	
POLICY NUMBER See Certificate Number: 570097799237			
CARRIER	NAIC CODE	1	
See Certificate Number: 570097799237		EFFECTIVE DATE:	

DDITIONAL REM		ODM 10 4 00:::	DIU E TO ACC	DD FOOT					_	
HIS ADDITIONAL										
ORM NUMBER: ditional Description of Op	erations / Locations	/ Vehicles:				_				
oplosion, Coliverage includ	lapse, and des all sta	Underground tes except M	Hazard (XCU) Honopolistic	are not States:	excluded ND,OH,WA,W	under the	General	Liability	policy. N	NC

### **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: _Trp Construction Group, LLC
Bidder's TAX ID Number:27-3376792
f Applicable: HUB Vendor NoN/A DBE Vendor NoN/A
Contact Person: Debbie Distefano Title: General Manager
Phone Number (with area code): 409-842-3115
Alternate Phone Number if available (with area code): 409-782-1081
ax Number (with area code):N/A
mail Address: debbied@trpconstructiongroup.com
Mailing Address (Please provide a physical address for bid bond return, if applicable):
N/AAddress
ity State 7in Code

**REQUIRED FORM** 

### 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 <a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or email at <a href="mailto:deb.clark@jeffcotx.us">deb.clark@jeffcotx.us</a>.

#### 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.

#### **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.

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.

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 ct if

Ve acknowledge receipt of the following amend	ment(s):,
certify, under penalty of perjury, that I have th	e legal authorization to bind the firm hereunder:
TRP CONSTRUCTION GROUP, LLC	For clarification of this offer, contact:
Company Name	_
7375 FRINT DRIVE	Debbie Distefano General Manager
Address	Name & Title
BEAUMONT, TEXAS 77705	409-842-3115 N/A
City State Zip	Phone Fax
Alath	debbied@trpconstructiongroup.com
Signature of Person Authorized to Sign	E-mail
Debbie Distefano	
Printed Name	_

**REQUIRED FORM** 

Title

### 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 666, 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	\$ .75
2	Reflective Pavement Marking Type I, 6" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$ 1.15
3	Reflective Pavement Marking Type I, 24" Yellow, Solid, 90 mil for Asphalt	Linear Foot	\$ 19.00
4	Reflective Pavement Marking Type I, 4" White, Solid, 90 mil for Asphalt	Linear Foot	\$ .75
5	Reflective Pavement Marking Type I, 6" White, Solid, 90 mil for Asphalt	Linear Foot	\$ 1.15
6	Reflective Pavement Marking Type I, 8" White, Solid, 90 mil for Asphalt	Linear Foot	\$ 1.47
7	Reflective Pavement Marking Type I, 12" White, Solid, 90 mil for Asphalt	Linear Foot	\$ 10.00
8	Reflective Pavement Marking Type I, 24" White, Solid, 90 mil for Asphalt	Linear Foot	\$ 19.00
9	Reflective Pavement Marking Type I, 4" Yellow, Broken, 90 mil for Asphalt	Linear Foot	\$ .95
10	Reflective Pavement Marking Type I, 4" White, Broken, 90 mil for Asphalt	Linear Foot	\$ .95
11	Raised Pavement Marking Type II AA, Yellow for Asphalt	Each	\$ 5.00
12	Raised Pavement Marking Type IC, White for Asphalt	Each	\$ 5.00
13	Raised Pavement Marking Type ICR, Clear Red for Asphalt	Each	\$ 5.00
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	\$ 3,500.00
15	Reflective Pavement Marking Type I, 4" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$ 1.75

Item	Description	Unit	Cost
16	Reflective Pavement Marking Type I, 6" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$ 2.15
17	Reflective Pavement Marking Type I, 24" Yellow, Solid, 90 mil for Concrete	Linear Foot	\$ 35.00
18	Reflective Pavement Marking Type I, 4" White, Solid, 90 mil for Concrete	Linear Foot	\$ 1.75
19	Reflective Pavement Marking Type I, 6" White, Solid, 90 mil for Concrete	Linear Foot	\$ 2.60
20	Reflective Pavement Marking Type I, 8" White, Solid, 90 mil for Concrete	Linear Foot	\$ 3.80
21	Reflective Pavement Marking Type I, 12" White, Solid, 90 mil for Concrete	Linear Foot	\$ 20.00
22	Reflective Pavement Marking Type I, 24" White, Solid, 90 mil for Concrete	Linear Foot	\$ 35.00
23	Reflective Pavement Marking Type I, 4" Yellow, Broken, 90 mil for Concrete	Linear Foot	\$ 1.85
24	Reflective Pavement Marking Type I, 4" White, Broken, 90 mil for Concrete	Linear Foot	\$ 1.85
25	Raised Pavement Marking Type II AA, Yellow for Concrete	Each	\$ 5.00
26	Raised Pavement Marking Type IC, White for Concrete	Each	\$ 5.00
27	Raised Pavement Marking Type ICR, Clear Red for Concrete	Each	\$ 5.00
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	\$ 3500.00
29	Additional Costs (Any other additional costs must be included on this Bid Form)		N/A

### **REQUIRED FORM**

### **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

REFERENCE ONE	
Government/Company Name: Gulf Co	past
Address: P.O. Box 20779 Beaun	nont, Texas 77720
Contact Person and Title: Jonathan Mu	rphy Operations Manager
Phone: 409-866-1444	Fax:n/a
Email Address: jonathan@gc-texas.com	Contract Period: 2022-2023
Scope of Work: Various Striping Project	
REFERENCE TWO	
Government/Company Name: City Of	Beaumont
Address: P.O. Box 3827 Beaumont, Tx 77704	
Contact Person and Title: Colby Ande	rson
Phone: 409-880-3725	Fax: 409-880-3732
Email Address:colby.anderson@beaumonttexas	5.gov Contract Period: 1/3/23-5/15/23
Scope of Work: City wide Pavement m	arkings
REFERENCE THREE	
Government/Company Name: Forde	Construction
Address: 6842 Calle Lozano St. Houston, Tx 770	41
Contact Person and Title:	
Phone: 713-817-2433	Fax: n/a
Email Address: tclarke@fodeconstruction.com	Contract Period: 2022-2023
Scope of Work: Striping Project	

### 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.

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

TRP CONSTRUCTION GROUP, LLC	1 hallette
Bidder (Entity Name)	Signature
7375 FRINT DRIVE	Debbie Distefano
Street & Mailing Address	Print Name
BEAUMONT, TEXAS 77705	7/11/2023
City, State & Zip	Date Signed
409-842-3115	n/a
Telephone Number	Fax Number
debbied@trpconstructiongroup.com	

**REQUIRED FORM** 

E-mail Address

### CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (Please

Print)

**Debbie Distefano** 

Date 7/11/2023

### REQUIRED FORM

### **CONFLICT OF INTEREST QUESTIONNAIRE**

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity	FORM CI
his questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
his questionnaire is being filed in accordance with Chapter 176. Local Government Code, y a vendor who has a business relationship as defined by Section 176 001(1-a) with a local overnmental entity and the vendor meets requirements under Section 176 006(a).	Date Received
y law this questionnaire must be filed with the records administrator of the local governmental ntity not later than the 7th business day after the date the vendor becomes aware of facts lat require the statement to be filed. See Section 176.006(a-1). Local Government Code.	
vendor commits an offense if the vendor knowingly violates Section 176 006. Local covernment Code. An offense under this section is a misdemeanor.	
Name of vendor who has a business relationship with local governmental entity.  RP CONSTRUCTION GROUP, LLC	
(The law requires that you file an updated completed questionnaire with the app later than the 7th business day after the date on which you became aware that the origin complete or inaccurate.)	ropriate filing authority not inally filed questionnaire was
Name of local government officer about whom the information in this section is being disclosured by N/A NO RELATIONSHIP	osed.
Name of Officer	
This section (item 3 isolution subsetts A D O 9 D)	Automorphism in the second
This section (item 3 including subparts A. B. C. & D) must be completed for each officer wemployment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A. Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	ment Code Attach additional
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable in	ment Code Attach additional
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A Is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?	ment Code Attach additional acome, other than investment
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?  Yes  X  No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local contents.	ment Code Attach additional acome, other than investment in or at the direction of the local all governmental entity?
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable in income, from the vendor?  Yes X No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local content of the local content of the property of this questionnaire employed by a corporation or other business entity with	ment Code Attach additional acome, other than investment in or at the direction of the local all governmental entity?
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes  X  No  B is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local yes  X  No  C is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership interest of one perceived.	ment Code Attach additional acome, other than investment in or at the direction of the local all governmental entity?  The respect to which the local ent or more?
employment or other business relationship as defined by Section 176.001(1-a), Local Govern pages to this Form CIQ as necessary.  A is the local government officer named in this section receiving or likely to receive taxable income, from the vendor?  Yes X No  B. Is the vendor receiving or likely to receive taxable income, other than investment income, from government officer named in this section AND the taxable income is not received from the local yes X No  C is the filer of this questionnaire employed by a corporation or other business entity wit government officer serves as an officer or director, or holds an ownership interest of one percomposition of the local government of the local government or business and family relationship with the local government.	ment Code Attach additional acome, other than investment in or at the direction of the local all governmental entity?  The respect to which the local ent or more?

Adopted 8:7/2015

**REQUIRED FORM** 

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

	NMENT OFFICER CLOSURE STATEMENT	FORM CIS
This questionnaire reflects cha	inges made to the law by H.B. 23, 84th Leg., Regular Session.	OFFICE USE ONLY
government officer has beco-	propriate local governmental entity that the following local time aware of facts that require the officer to life this statement 76. Local Government Code	Date Received
Name of Local Governme	nt Officer	
Office Held		
Name of vendor describe	d by Sections 176,001(7) and 176,003(a), Local Government (	Code
Description of the nature	and extent of employment or other business relationship wi	th vendor named in item 3
from vendor named in ite	local government officer and any family member, if aggrega m 3 exceeds \$100 during the 12-month period described by Description of Gift	Section 176.003(a)(2)(B).
Date Gift Accepted	Description of Gift	
Date Gift Accepted	Description of Gift	
	(attach additional forms as necessary)	
AFFIDAVIT	I swear under penalty of perjury that the above statement is that the disclosure applies to each family member (as defin Government Ocde) of this local government officer. I also covers the 12-month period described by Section 176 003(a)	ed by Section 176 001(2), Local acknowledge that this statement
	Signature of Local G	Sovernment Officer
AFFIX NOTARY STAMP / ST	AL ABOVE	
Sworn to and subscribed before	me, by the said	this the day
of20	to certify which, witness my hand and seal of office.	

Adopted 3/7/2015

THIS FORM IS FOR OFFICE USE ONLY

### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

	tends to u	tilize s	subcontractors/subconsu	tants in the fulfillment of this contract (if awarded).
opportur Contract minimum exceed t	nities, the or/Consult n efforts the he goals o	follo ant, a at sh f HUE	wing checklist and supp and returned with the F ould be put forth by the S Subcontractor participa	raith Effort" was made in soliciting HUBs for subcontracting porting documentation shall be completed by the Prime Prime Contractor/ Consultant's bid. This list contains the Prime Contractor/Consultant when attempting to achieve or tion. The Prime Contractor/Consultant may extend his/her in beyond what is listed below.
		Dic	I the Prime Contractor/C	onsultant?
□Yes	™No	1.		and consistent with standard and prudent industry standards, k into the smallest feasible portions, to allow for maximum icipation?
☐ Yes	☑ No	2.		nable number of HUBs, allowing sufficient time for effective ned work to be subcontracted?
☐ Yes	√ No	3.	information regarding th	genuinely interested in bidding on a subcontractor, adequate ne project (i.e., plans, specifications, scope of work, bonding ements, and a point of contract within the Prime organization)?
☐ Yes	☑ No	4.	Negotiate in good faith qualify as lowest and res	with interested HUBs, and not reject bids from HUBs that ponsive Bidders?
☐ Yes	✓No	5.		s were rejected? Was a written rejection notice, including the vided to the rejected HUBs?
□ Yes	□ No	6.	If Prime Contractor/Correasons why.	isultant has zero (0) HUB participation, please explain the
		nece		nclude any pertinent documentation with your bid. ate sheet to answer the above questions.
Printe	ed Name of	Autho	rized Representative	Signature
Gen	eral Manage	er		7/11/2023
		Title	9	Date
Bidder		omple	ete this form	



7375 Frint Drive

Beaumont, Tx 77705

July 11,2023

Attn: Purchasing

RE: Zero HUB Participation on IFB 23-027/MR

TRP Construction Group will be doing all the work on the contract and did not solicit any subcontractors.

Let us know if you have any questions.

Thanks

Debbie Distefano

0:409-842-3115

C: 409-782-1081

E: debbied@trpconstructiongroup.com

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

Bidder intends to Yes No	utilize su	bcontractors/sub	oconsultants in t	he fulfillme	nt of this contra	ct (if awarded).	
may be submitted	after con	tract award, but p	rior to beginning	g performan	ce on the contra	owever, the informatict. Please submit onens of your contract.	
Contractor Name:	TRP C	ONSTRUCTION GRO	UP, LLC			HUB: Yes No	
Address:	7375 FI	RINT DRIVE	Beaumont	TX	77705		
	Street		City	State	Zip		
Phone (with area c	ode):	409-842-3115		Fax (wi	th area code):	n/a	
Project Title & No.:		Term Contract for	Roadway Pavemer		ifb 23-027/MR		
Prime Contract Am	ount:	\$					
HUB Subcontractor	r Name:		N/A				
HUB Status (Gende	ır & Ethnici	tv):					
		Bldg & Procurement	Comm     loffer	Callanti	T. Haifiad Cass	idiantina Dana	
Certifying Agency:	LI IX.	olug & Procurement	Comm. 🗀 Jener	son County	☐ IX Unified Cert	incation Prog.	
Address:	Street		City	State	Zip		
N			,		33 9 7 7 3 3		
Phone (with area co	ode):			_ Fax (wi	th area code):		-
Proposed Subcontr	act Amoun	t: \$		Perce	entage of Prime Co	ntract:	%
Description of Subc	contract W	ork to be Performed					=
Debbie Distefano			Del	the A	terthe	7/11/2023	
Printed Name of Co	ontractor Re	presentative	Signatur	re of Represent	ative	Date	
Printed	Name of HU	В	Signatur	e of Represent	ative	Date	=
Pre-Approval for	Subcontr	actor Substitutio	ns must be ob	tained from	m the Jefferson	implied, to any third County Purchasing and faxed to 409-835	Agent's
REQUIRED FO <u>Bidder</u> : Please and include w	e comple						

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

Prime Contractor:	TRP CONSTRUCTION GR	OUP, LLC	HUB: Yes No
HUB Status (Gender & Ethnicity):	N/A		
Address:	7375 FRINT DRIVE	BEAUMONT	TX 77705
Street	City	State Zip	
Phone (with area code):	409-842-3115	Fax (with area code	e);N/A
Project Title & No.: Term	Contract for Roadway Pavemen	t Markings IFB/RFP No	23-027/MR
Total Contract: \$		Total HUB Subcontract(s	s):
Construction HUB Goals: 12.8% I	ABE::	% 12.6% WB	
Sub-goals: 1.  DR HUB OFFICE USE ONLY:  Verification date HUB Program Office	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify.	
	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify.	8% Asian American.
Sub-goals: 1.  OR HUB OFFICE USE ONLY:  Verification date HUB Program Office  PART I. HUB SUBCONTRACTOR	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify.	8% Asian American.  Initials:
Sub-goals: 1.  OR HUB OFFICE USE ONLY:  Verification date HUB Program Office  ART I. HUB SUBCONTRACTOR  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  ertifying Agency:	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify. rmation Date:	8% Asian American.  Initials:
Sub-goals: 1.  OR HUB OFFICE USE ONLY:  Verification date HUB Program Office  ART I. HUB SUBCONTRACTOR  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  ertifying Agency:	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify. rmation Date:	8% Asian American.  Initials:
Sub-goals: 1.  OR HUB OFFICE USE ONLY:  Verification date HUB Program Office  ART I. HUB SUBCONTRACTOR  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  ertifying Agency:   Texas    Address:	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify.  mation Date:  Texas Unified Certification	8% Asian American.  Initials:
Sub-goals: 1.  OR HUB OFFICE USE ONLY:  Verification date HUB Program Office  ART I. HUB SUBCONTRACTOR  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  ertifying Agency:   Texas    Address:  Street	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify.  The mation Date:  Texas Unified Certification  State Zip	8% Asian American.  Initials:  Prog.
Sub-goals: 1.  OR HUB OFFICE USE ONLY:  Verification date HUB Program Office  ART I. HUB SUBCONTRACTOR  HUB Subcontractor Name:  HUB Status (Gender & Ethnicity):  ertifying Agency:  Texas I  Address:  Street  Contact person:	7 African-American, 9.7% Hispan Use these goals as reviewed and verified HUB Sub infor	ic, 0.7% Native American, 0. a guide to diversify.  The mation Date:  Texas Unified Certification  State Zip  Title:	8% Asian American.  Initials:  Prog.

and include with bid submission.

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

### PAGE 2 OF 4

### **HUB Subcontractor Disclosure**

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

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

**REQUIRED FORM** 

### 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): We will be performing all work and will have no Subs No Was the Jefferson County HUB Office contacted for assistance in locating HUBs? Yes 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. None Subcontractor Name: Address: Street City State Contact person: Phone (with area code): Fax (with area code): Proposed Subcontract Amount: \$ Percentage of Prime Contract: Description of Subcontract Work to be Performed: None Subcontractor Name: Address: City State Contact person: 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

	PA	GE 4 OF 4		
Subcontractor Name:	None			
Address:				
Street	City	State Zip		
Contact person:		Title:		
Phone (with area code):		Fax (with area code	<u> </u>	
Proposed Subcontract Amount:	\$	Percentage of Pr		%
Description of Subcontract Work	to be Performed:			
Subcontractor Name:	None			
	None			
Address:Street	City	State Zip		
Jueer	City	State Zip		
Contact person:		Title:		
St. Control		Fax (with area code	2):	
Phone (with area code):		Tox (with area code	-1.	
Phone (with area code):  Proposed Subcontract Amount:  Description of Subcontract Work	\$ to be Performed:		ime Contract:	
Proposed Subcontract Amount:  Description of Subcontract Work  hereby certify that I have read his form, and attached any ne	to be Performed:  the HUB Program Instruction cessary support documenta	Percentage of Pr  ons and Information, truthing  ation as required. I fully ur	ime Contract:  fully completed all applications	% able parts of ally falsifying
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Proposed Subcontract Amount:  Description of Subcontract Work  hereby certify that I have read his form, and attached any new hormation on this document roughly print or type):  Determine Determine Proposed Subcontract	the HUB Program Instruction the HUB Program Instruction cessary support documents may result in my not receiving	Percentage of Pr  ons and Information, truthing  ation as required. I fully ur	ime Contract:  fully completed all applications	%_able parts of
Proposed Subcontract Amount:  Description of Subcontract Work  hereby certify that I have read his form, and attached any new formation on this document read  Name (print or type):  Detection	to be Performed:  the HUB Program Instruction cessary support documents may result in my not receiving	Percentage of Pr  ons and Information, truthing  ation as required. I fully ur	ime Contract:  fully completed all applications	% able parts of ally falsifying
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Proposed Subcontract Amount:  Description of Subcontract Work  nereby certify that I have read his form, and attached any nere formation on this document read  Name (print or type):  Det  Gr  Title:	the HUB Program Instruction the HUB Program Instruction cessary support documents may result in my not receiving	Percentage of Pr  ons and Information, truthing  ation as required. I fully ur	ime Contract:  fully completed all applications	% able parts of ally falsifying
Proposed Subcontract Amount:  Description of Subcontract Work  Description of Subcontract Amount:  Description of Subcontract Amount:  Description of Subcontract Amount:  Description of Subcontract Work  Description of Subcontract	to be Performed:  the HUB Program Instruction cessary support documental may result in my not receiving blie Distefano eneral Manager	Percentage of Proofs and Information, truthfation as required. I fully uring a contract award or term	ime Contract:  fully completed all applications	% able parts of ally falsifying
Proposed Subcontract Amount: Description of Subcontract Work nereby certify that I have read its form, and attached any ner formation on this document r Name (print or type): Det Gritle: Grigorature: Date: Cate: Date: Description of Subcontract Amount: Description of Subcontract Work Description of Subcontract Amount: Description of Subcontract Amount: Description of Subcontract Amount: Description of Subcontract Amount: Description of Subcontract Work Description of Subcon	the HUB Program Instruction cessary support documents may result in my not receiving obie Distefano eneral Manager 11/2023 bied@trpconstructiongroup	Percentage of Property of Prop	ime Contract:  fully completed all applications	% able parts of ally falsifying
Proposed Subcontract Amount:  Description of Subcontract Work  Description on this document results of the subcontract of the subcontract person that will be in classically and sub	the HUB Program Instruction cessary support documents may result in my not receiving obie Distefano eneral Manager 11/2023 bied@trpconstructiongroup	Percentage of Property of Prop	ime Contract:  fully completed all applications	% able parts of ally falsifying
Proposed Subcontract Amount:  Description of Subcontract Work  Description on this document results of the subcontract of the subcontract person that will be in classed.	the HUB Program Instruction cessary support documents may result in my not receiving obie Distefano eneral Manager 11/2023 bied@trpconstructiongroup	Percentage of Property on Standard Information, truthfation as required. I fully uning a contract award or term occom	fully completed all applicated and the complete all all applicated and the complete	%_able parts of
Proposed Subcontract Amount:  Description of Subcontract Work  hereby certify that I have read his form, and attached any ner formation on this document r  Name (print or type):  Det  Gritle:  Carrier deb  Contact person that will be in class  Name (print or type):  Morganic Morganic Address  Address  Address  Title:  Address  Address	the HUB Program Instruction cessary support documents may result in my not receiving the Distefano ceneral Manager L1/2023 bied@trpconstructiongroup tharge of invoicing for this program Crabtree	Percentage of Property on Sand Information, truthly ation as required. I fully uring a contract award or term of the sand of term of the sand of the s	ime Contract:  fully completed all applications	able parts of ally falsifying contract.

### 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 Construction Group, LLC	[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 principal place of business is
	Government Code §2252.001.  I certify that Government Code §2252.001 and our

Taxpayer Identification Number (T.I.N.):		27-3376792
Company Name subn	nitting bid/proposal:	TRP Construction Group, LLC
Mailing address:	2411 Minnis Drive Haltom	City Texas 76117
If you are an individua	al, list the names and address	es of any partnership of which you are a general partner

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

Jefferson County Tax Acct. No.*	Property address or location**
none	

- \* 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

### **HOUSE BILL 89 VERIFICATION**

I, <u>Debbie Distefano</u> , the undersigned representation	(heretofore
referred to as company) being an adult over the age of eighteen (18) year the undersigned notary, do hereby depose and verify under oath t under the provisions of Subtitle F, Title 10, Government Code Chapter 2270	hat the company named above,
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 action action that is intended to penalize, inflict economic harm on, or limit commer or with a person or entity doing business in Israel or in an Israeli-controlled action made ordinary business purposes; and	cial relations specifically with Israel,
2. "Company" means a for-profit sole proprietorship, organization, associativenture, limited partnership, limited liability partnership, or an limited liabouned subsidiary, majority-owned subsidiary, parent company or affiliations association that exist to make a profit.	bility company, including a wholly
Signature of Company Representative  1   1   2023  Date	
On this 11th day of 0014, 2023, personally appeared	
Debbic Dutefano, the above-named	d person, who after by me being
duly sworn, did swear and confirm that the above is true and correct.	
Notary Seal	
Notary Signature	
KELSEY MINNARD	
Notary Public, State of Texas  Comm. Expires 03-19-2024	
Notary ID 132411068	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.

TRP Construction Group LLC
Company Name
IFB 23-027/MR.  IFB/RFP/RFQ number
irb/krr/krQ 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. COUNTY OF JEFFEYSON STATE OF BEFORE ME, the undersigned authority, a Notary Public in and for the State of JEXAS. on this day personally appeared after being by me duly sworn, did depose and say: am a duly authorized officer of/agent 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# (print name) Signature:

### **REQUIRED FORM**

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

Notary Public in and for the State of

DEBORAH W. DISTEFANO
Notary Public, State of Texas
Notary ID# 163444-0
My Commission Expires 04-10-2025

on

SUBSCRIBED AND SWORN to before me by the above-named



### TRP CONSTRUCTION GROUP, LLC.

2411 Minnis Dr. Haltom City, TX 76117 p 817-831-1277 f 817-831-1278 www.trpconstructiongroup.com

July 11, 2023

TRP CONSTRUCTION GROUP, LLC 2411 MINNIS DRIVE FOR WORTH, TX 76117

### **RE: COMPANY SIGNATURE AUTHORIZATION**

To Whom it may Concern,

The individual listed below is authorized to sign for all matters relating to TRP Construction Group, LLC.

Name: Debbie Distefano

Signature: Title: General Manager

Thanks,

Thomas Rod Pekurney President & CEO

TRP Construction Group, LLC

# CONTRACT RENEWAL FOR IFB 19-034/YS TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS REGIONAL AIRPORT

The County entered into a contract with Red River Specialties for one (1) year, from August 19, 2019 to August 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from August 17, 2023 to August 16, 2024.

ATTEST:

Poxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

leff Branick, County Judge

CONTRACTOR: Red River Spegialties

JEFFER COUNTY TO COUNTY TO

# CONTRACT RENEWAL FOR IFB 19-034/YS TERM CONTRACT FOR HERBICIDES FOR JACK BROOKS REGIONAL AIRPORT

The County entered into a contract with Morning Star Industries for one (1) year, from August 19, 2019 to August 18, 2020, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from August 17, 2023 to August 16, 2024.

ATTEST:

de a Pu

JEFFERSON COUNTY, TEXAS

eff Branick, County Judge

Roxanne Acosta Hellberg, County Clerk

CONTRACTOR:

Morning Star Industries





Creating value, growing together

Red River Specialties LLC. 1324 N Hearne Ave. Ste., 120 Shreveport, LA 71107

July 17, 2023

Jefferson County Jack Brooks Regional Airport (IFB 19-034/YS)

To Whom it may concern,

Red River Specialties is requesting and increase for products 5a and 5b on IFB 19-034/YS Esplanade 200 SC. This product is agency and prices are set by the manufacturer. When bidding or renewing bids we must have pricing current to correspond with Envu's pricing for this product. We are requesting the following:

Esplanade 200 SC quarts \$ 395.54 quart Esplanade 200 SC 2.5 gal. container \$ 3,593.60 per container

All other products will remain the same.

Thank You,

Chad Chambliss

Bid Manager

Red River Specialties LLC. d.b.a. Azelis A&ES



2023 Vegetation Management pricing, pallet quantities, and terms and conditions

Effective February 1, 2023

## February 1, 2023 – September 30, 2023

If submitting a bid after February 1, 2023, the following prices must be used.

Agency product	Envu code	иом	List price	CA list price	WA list price	Price per oz/fl oz
Derigo® 4 x 60 oz bottle	81785031	oz	\$9.45	\$9.66	\$9.52	\$9.45
Esplanade® 200 SC 4 x 1 qt bottle	80964552	qt	\$395.54	\$404.14	\$398.31	\$12.36
Esplanade® 200 SC 2 x 2.5 gal bottle	80878486	gal	\$1,437.44	\$1,468.70	\$1,447.50	\$11.23
Esplanade® F 2 x 2.5 gal bottle	84488305	gal	\$1,437.44	\$1,468.70	\$1,447.50	\$11.23
Method® 240SL 2 x 2.5 gal bottle	84099295	gal	\$343.04	\$350.50	\$345.44	\$2.68
Custom blend agency product	Envu code	UOM	List price	CA list price	WA list price	
Esplanade® 200 SC 264 gal tote (agency)	86775921	fl oz	\$11.23	\$11.47	\$11.31	
Method® 240SL 250 gal tote (agency)	84128449	fl oz	\$2.68	\$2.74	\$2.70	

Distribution product	Envu code	UOM	List price	CA list price	WA list price
Escort® XP 8 x 8 oz bottle	85834274	oz	\$4.70		\$4.73
Escort® XP 8 x 16 oz bottle	85798669	oz	\$4.70		\$4.73
Escort® XP 8 x 4 lb bottle	85837745	oz	\$4.65		\$4.68
Esplanade® Sure 4 x 90 fl oz bottle	86275880	fl oz	\$16.72	\$17.08	\$16.84
Oust® EXTRA 8 x 4 lb bottle	85787128	lb	\$40.98		\$41.27
Oust® XP 8 x 3 lb bottle	85854615	lb	\$40.98	\$41.87	\$41.27
Oust® XP 2 x 12 lb bottle	85784145	lb	\$40.98	\$41.87	\$41.27
Plainview® SC 2 x 2.5 gal bottle	86269023	fl oz	\$2.25	\$2.30	\$2.27
Telar® XP 8 x 8 oz bottle	86796112	oz	\$17.44	\$17.82	\$17.56
Velpar DF VU 20 lb bag	85803824	lb	\$32.95	\$33.67	\$33.18

Prices are subject to change at the sole discretion of Envu.

### **CURRENT PRICING**

### IFB 19-034/YS

Term Contract for Herbicides for Jack Brooks Regional Airport

Awarded: August 19, 2019

Renewal 1: 8/18/2020 - 8/17/2021 updated: 8/02/2022

Renewal 2: 8/17/2021 - 8/18/2022 Renewal 3: 8/18/2022 - 8/17/2023

Item	Description	Container Size	Brand bid	Price per Container	Vendor
1A	POLARIS or equivalent	2.5 gal.	Polaris	<del>\$122.90</del> \$187.50	Red River Specialties
1B	POLARIS or equivalent	5 gal. cube		NO BID	
2	Tordon 101 or equivalent	2.5 gal		NO BID	
3A	Roundup or equivalent	2.5 gal	Ranger Pro	<del>\$34.90</del> \$93.75	Red River Specialties
3A	Roundup or equivalent	5 gal. cube		NO BID	
4	Opensight	1.25 lbs	Opensight	\$105.00 \$111.75	Red River Specialties
5a	Esplanade 200 SC	Quart	Esplanade 200SC	\$325.25 \$348.80 \$395.54	Red River Specialties
5b	Espanade 200 SC	2.5 Gallon	Esplanade 200SC	\$2924.80 \$3,168.00 \$3,593.60	Red River Specialties
6	Oust Extra or equivalent	4 lb.	Oust Extra	\$119.80	Red River Specialties
7	Sunset Sufactant or equivalent	2.5 gal.	RRSI NIS 90-10 Surfactant	\$ <del>23.63</del> \$31.40	Red River Specialties
8A	Plateau or equivalent	2.5 gal	Plateau (1-gal container)	\$118.16 \$125.24	Red River Specialties
8B	Plateau or equivalent	5 gal. cube	Plateau	\$584.75 \$619.83	Red River Specialties
9A	24-D or equivalent	2.5 gal	Weedar 64	\$33.88 \$68.75	Red River Specialties
9B	24-D or equivalent	5 gal. cube		NO BID	
10A	Garlon 4 or equivalent	2.5 gal	Element 4	Element 4 \$130.00 \$179.00	
10B	Garlon 4 or equivalent	5 gal. cube		NO BID	

Morning Star Industries PO Box 1266

Jensen Beach FL 34958

attn: Steve Cook

Red River Specialties

1324 North Hearne Avenue, Suite 120

Shreveport LA 71107

attn: Chad Chambliss

steve@morningstarusa.com ph: 800-440-6050

fx: 772-334-7999

chad.chambliss@rrsi.com ph: 318-226-2604 fx: 318-227-3032

### CONTRACT RENEWAL FOR IFB 22-031/MR TERM CONTRACT FOR TEMPORARY CANTEEN (MEAL CATERING) DISASTER/EMERGENCY FOR JEFFERSON COUNTY

The County entered into a contract with Cajun Flavor, Inc. for one (1) year, from August 16, 2023 to August 15, 2023, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from August 15, 2023 to August 14, 2024.

ATTEST:

anne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

CONTRACTOR

Cajun Flavor, Ind

## CONTRACT RENEWAL FOR IFB 22-040/MR TERMITE TREATMENT FOR JEFFERSON COUNTY

The County entered into a contract with G & G Pest Control for one (1) year, from August 16, 2022 to August 15, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from August 15, 2023 to August 14, 2024.

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

eff Branick, County Judge

CONTRACTOR: G & G Pest Control

Henry Garrett

# CONTRACT RENEWAL FOR IFB 22-041/MR RE-BID TERM CONTRACT FOR FIRE SPRINKLER, FIRE PUMP, KITCHEN HOOD SUPPRESSION AND HALON 1301 FIRE SUPPRESSION INSPECTION FOR JEFFERSON COUNTY

The County entered into a contract with Advantage Interests, Inc. for one (1) year, from August 16, 2023 to August 15, 2023, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from August 15, 2023 to August 14, 2024.

ATTEST:

Rexanne Acosta Hellberg, County Clerk

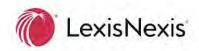
JEFFERSON COUNTY, TEXAS

leff Branick, County Judge

CONTRACTOR:

Advantage Interests, Inc.

alest



(NEW SUBSCRIBER VERSION-AAR)

"Subscriber" Name: Jefferson County Courts

Account Number: 100012OK8 - Judge Wortham

"LN": LexisNexis, a division of RELX Inc.

#### 1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+® and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: <a href="https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page">https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page</a>.

#### 2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

#### Number of Government Professional Users:

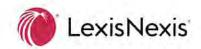
2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID's may be issued to support staff for each Government Professional User accounted for above.

#### Number of Support Staff Users: 1

- 2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.
- 2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.
- 2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.
  - i. At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.
  - ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

#### 3. Lexis+ Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ product offering described below. The Term of Subscriber's commitment for the Lexis+ product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.5 below (the "Initial Term").



(NEW SUBSCRIBER VERSION-AAR)

- 3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.
- 3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.
- 3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ Content & Features				
Product	SKU Number	Number of Users		
News	1010610	1		
All Briefs, Pleadings & Motions	1010612	1		
National Primary Enhanced	1011511	1		
TX Practice Library	1010629	1		
Lexis+™ Practical Guidance - State & Local Government	1534660	1		

3.5. In exchange for access to the Lexis+ Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

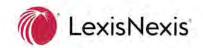
Initial Term	Monthly Commitment			
09/01/2023-08/31/2024	\$107			

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here



3.7. Use of Lexis+ under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).



(NEW SUBSCRIBER VERSION-AAR)

3.8. LN may temporarily suspend access to Lexis+ until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

#### 4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before <u>07/28/2023</u>.

#### 5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

#### 6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ through:

- (a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;
- (b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and
- (c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

#### 7. Miscellaneous

- 7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to Lexis+ or by signing below.
- 7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]



(NEW SUBSCRIBER VERSION-AAR)

#### AGREED TO AND ACCEPTED BY:

Subscriber: Jefferson County Courts

[MUST BE COMPLETED BY SUBSCRIBER]

Authorized Subscriber Signature:

Printed Name: Sefferson County Fulge

Date: AVJUST 1, 2023

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:

Digitally signed by Korinne

Korinne Magnuson Magnuson
Name: Date: 2023.

Date: 2023.06.27 11:41:41 -04'00'

Job Title: Pricing Analyst

Date:

.

DATE SILIZONS



(NEW SUBSCRIBER VERSION-AAR)

	CUSTOMER INFORM	ATION (Please type or print):	
Organization Name: (Full Legal Name)	Jefferson County Courts		
Billing Frequency:	Monthly	☐ Annually	
	Physical Address	Invo	oice Address
Street Address:	SAME / ON FILE	SAME / ON FILE	
City:			
State:			
Zip:			
County:			
Telephone:			
Fax:			
Parent Company: (if applicable)			
Date Issued/Expiration Tax Exempt:	or No:  Date:  s (attach Sales Tax Exemption of	Employer Identification Num  Issuing S  Organization Web Add  Certificate) MSA: Yes  State Contract No: (If applicable) PO No: (If applicable)	etate:
ontacts:			
	Name	Telephone	Email
Installation:			
Billing:			
Policy/Legal Notification:			
Scheduling/Training:			



(NEW SUBSCRIBER VERSION-AAR)

-	Nam	e	Telephone
Super Admin:			
_	Ema	il	IP Address
	CUSTOMER ID INFO	RMATION (Please type or prin	t)
ID Ho∟DERS' Names (additional sheet attached □)	ID Holders' Titles/Positions	LOCATION/ADDRESS	

To: Fran Lee

From: Mike Trahan Re: Budget Transfer Date: JUNE 25, 2023

#### Fran,

I would like to request a transfer of \$2,650.00 from 112-0206-431.30-19 Culverts and Pipe to 112-0207-431.50-77 Contractual Services, to cover the coast of having Hollier Construction saw cut and remove Concrete, and replacing it with new concrete. Precinct 2 Road and Bridge has to repair a storm sewer system under a drive way and have it poured back. I do know that this has to go through Commissioner's Court. Thanks for your help.

Sincerely,

Mike Trahan

Superintendent, Road and Bridge Precinct 2

Invoice No.

Hollier Construction
6650 Hwy 69 South, Beaumont Tx, 77705
Phone & FAX 409-722-2100 Cell 409-963-8069

for his residence of the second			<u> </u>	JBID	
Customer			da.		
100			Misc		
Name Address	JEFFERSON COUNTY PCT.2 7759 VITERBO RD		date	7/18/2023	
City	BEAUMONT TX		Order No. Rep	to a second desired of the second desired desired of the second desired desire	
Phone			FOB		
Qty	Description		Unit Price	TOTAL	
	1 SAW CUT AND TEAR OUT CONCRETE DRIVEW AND REPLACE WITH 12X12X1/4 WIRE MESH AI CONCRETE .CLEAN UP JOB WHEN FINISHED	VAY APPRO, 8X20 ND 4000 LB			
	TOTAL BID			\$ 2,650	0.00
Payment	Select One	Tax Rate(s)	SubTotal Shipping 0,00%	\$ 2,650	0.00
		Tax Mate(e)	0.0070		
Comments Name	NO TAX CHARGED	•	TOTAL	\$ 2,650	.00
CC# Expires		Office Use	Only		
			and a state of the		
**************************************		Parister francisco de la composição de la c		The state of the s	aranasa ,

Cell Phone (409) 963-8069

### **Jefferson County**



### **Precinct Four**

Everette "Bo" Alfred Commissioner

P.O. Box 4025 Beaumont, Texas 77704-4025 409-835-8443 phone www.co.jefferson.tx.us/prct4/index.html

#### **MEMO**

TO:

Ms. Fran Lee, Auditing

FROM:

Commissioner Everette Alfr

DATE:

July 24, 2023

RE:

Transfer Funds - Out of Series

Please make the following transfer as indicated. Thank you.

- Transfer \$1,100 from account # 114-0405-431.10-05 (Extra Help) into account # 114-0402-431.50-77 (Contractual Service) for additional cost of contractual services; and
- Transfer \$2,000 from account # 114-0405-431.10-05 (Extra Help) into account # 114-0407-431.50-62 (Travel Expense) for additional cost of travel.

EA/nr

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

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

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

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

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

WHEREAS, the County has awarded the Subrecipient SLFRF funds, representing 75% of the Exhibit A project cost (the "Award"), in the amount of \$\_675,000.00\_, subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds. The remaining 25% of the project cost will be paid by the Subrecipient.

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

West Jefferson County
Municipal Water District
Daniel Hidalgo, District Manager
7824 Glenbrook Dr.
Beaumont, TX 77705

dhidalgo@westjeffersoncountymwd.com

#### 12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this

Agreement at any time be construed as a total and permanent waiver of such right or power.

#### 13. FURTHER ASSURANCE

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

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

#### 14. ASSIGNMENT

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

#### 15. AMENDMENTS

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

#### 16. VENUE AND CHOICE OF LAW

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

#### 17. SEVERABILITY

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

#### 18. INTEGRATED DOCUMENT

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

#### 19. NO THIRD-PARTY BENEFICIARY

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

#### 20. HEADINGS

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

#### 21. AUTHORITY TO SIGN

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

JEFFERSON COUNTY, TEXAS	SUBRECIPIENT
ATT W	
Jeff Brankl	DanielHidalgo
County Ludge	District Manager
Jefferson County, Texas	West Jefferson County Municipal Water
	District
6/27/23	07/14/2023
Date	Date
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Rokanne Acosta-Hellberg	Engineer, Action Civil Engineers, PLLC
County Clerk	West Jefferson County Municipal Water
Jefferson County, Texas	District
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6127123	1.14.63
Date	Date

#### **EXHIBIT A**

#### Subrecipient Project Information and Approved Work

Subrecipient Entity Name	Subrecipient Mailing Address		
West Jefferson County Municipal Water District	7824 Glenbrook Dr.		
, ,	Beaumont, TX 77705		
	The state of the s		
Subrecipient Primary Contact	Subrecipient Secondary Contact		
Name: Daniel Hidalgo	Name: Will Larrain		
Title: District Manager	Title: Engineer, Action Civil Engineers, PLLC		
Email: dhidalgo@westjeffersoncountymwd.com	Email: wlarrain@acecivilengineers.com		
Phone #: (409) 794-2338	Phone #: (409) 728-6253		
Subrecipient Unique Entity Identifier	Project Cost: SLFRF Award Amount:		
SZVBFENYLPV7	\$ 900,000.00 75% of project cost		
Project Name	Project Physical Address		
Potable water distribution improvements	7824 Glenbrook Dr.		
1 otable water distribution improvements	Beaumont, TX 77705		
The state of the s	Market Control of the State of the Control of the Control of the State of the Control of the State of the Sta		
Project Description			
Construction of: 10" Potable water distribution main	line loop. Installation of water main connecting two		
dead end main lines.			
	··		
Project Goals / Intended Outcomes			
The enabling of WJC MWD to provide safe and reliable v	vater service to residents of the district and remain in		
	rds established by the Texas Commission on Environmental		
Quality, despite challenges caused by disasters (health, na	man made, etc.) of other cheumstances.		
Approved Activities / Scope of Work			
1. Design and Engineering			
2. Project Management, Monitoring and Inspection			
3. Permitting			
4. Site Work Contract			
5. General Construction Contract			
6. Geotechnical/Soil	(illy)		
7. Pipe, Valve, misc. vendors	Color		
8.	G. S.		
9.	7 8		
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Jefferson County Approval & Date	National Control of the Control of t		
Jefferson County Approval & Date	Subrecipient Signature & Date		

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#### 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  $\S$  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.

July 27, 2023

Dear Fran,

Please transfer \$1500 from our 120-1014-414.30-78 Office Supply Account to Travel Expenses 120-1014-414.50-62 for the upcoming Texas College of Probate Judges Conference scheduled for August 30-September 1, 2023. I have yet to attend any Probate Conferences as my focus has been on Elections. I received my first Election request to support our Community, the day I was sworn in.

Probate is another large service offered by this office, I need to get familiar with the requirements needed to have an efficient & up to date law abiding product for our Community.

Thank you for your assistance with this matter.

Roxanne Acosta-Hellberg,

Jefferson County Clerk

#### REGISTRATION FORM AND GENERAL INFORMATION QUESTIONNAIRE

Page 2 of 2

### Texas College of Probate Judges Annual Meeting The Menger Hotel, San Antonio, Texas

August 31-September 1, with special add-on session on August 30

Cost for annual meeting (with no additional charge for the special Wednesday add-on session): \$425.00 per person if registration form is received by Wednesday, August 16. (Payment can arrive later.) \$450.00 per person if the registration form is received after Wednesday, August 16.

#### Cancellation policy:

- Cancellations made on or before Wednesday, August 16, can get a full refund of the registration fee.
- Cancellations made after Wednesday, August 16, but before Saturday, August 26, are subject to a \$100 administration fee.
- If a cancellation is made after Friday, August 25, the registration fee will be forfeited (although you would receive the conference materials).

<u></u>	
1.	Payment amount; mark the appropriate box and fill in the amount of the check:
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•	have requested that our auditor send TCPJ a check in the amount of \$ to cover the
	registrations indicated below. Note: If you are sending a registration form to your additor with your request
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:	for a check, you may want to also email us a copy of the registration form at TCPJconference@amail.com to
7	ensure we receive your <u>registration</u> by the deadline, even if the check will arrive after the deadline.
	Make check payable to "Texas College of Probate Judges." TCPJ does not accept credit cards:
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Mail registration form(s) and check(s) to Texas College of Probate Judges, P.O. Box 2025, Austin, Texas 78768

(Or, if check is to follow, you may email registration form(s) to TCPIconference@gmail.com)

#### REGISTRATION FORM AND GENERAL INFORMATION QUESTIONNAIRE

Page 1 of 2

### Texas College of Probate Judges Annual Meeting The Menger Hotel, San Antonio, Texas

#### August 31-September 1, with special add-on session on August 30

Please type or print clearly and answer all questions.

You can also register online at www.tcpj.org/conferences

A separate page 1 of this registration form must be filled out by each person attending the conference.
If you are sending one check to cover multiple registrations, you may send in only one page 2 of the registration form.
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is this your first Texas College of Probate Judges Conference attended? Yes 🕱 No 🗀
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☐ Lam Judge of a County Court at Law exercising probate jurisdiction.
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I am a County Clerk or District Clerk (or both)
☐ Lam a Deputy Clerk
□ Iam a Probate Assistant/Court Staff
口 For lunch, I would like the vegetarian option 口 For lunch, I would like the gluten-free option
Please indicate years of service in your position: Thaveyears of service on the bench, as a County.
or District Clerk, in the Clerk's Office, or as Court staff. $\mathcal{L}$
I have read and agree with the cancellation policy stated on page 2.

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	ANAGEMENT				5,883.55*
FUNCTIO	STATES POSTAL SERVICE ON 4 LLC - WELLS FARGO TREASURER	FINANC	2.13 99.00	508561 508650	101.13*
	TREASURER TEXAS ASSN. OF COUNTIES		200.00	508533	
UNITED	STATES POSTAL SERVICE		152.19	508561	352.19*
	SING DEPARTMENT		422.80	508507	
PORT AR UNITED	IT ENTERPRISE RTHUR NEWS, INC. STATES POSTAL SERVICE DN 4 LLC - WELLS FARGO	FINANC	36.00 1.74 99.00	508507 508521 508561 508650	FFO F4+
GENERAL	SERVICES				559.54*
CASH AD TEXAS W MILLIMA ROCHEST CHARTER	TER ARMORED CAR CO INC R COMMUNICATIONS		50.00 170.00 6,276.65 2,950.00 6,757.25 232.15	508487 508517 508537 508588 508600 508659	16,436.05*
DATA PR	ROCESSING				

DATA PROCESSING

PGM: GMCOMMV2 NAME	DATE 08-01-2023	AMOUNT	CHECK NO.	PAGE: 3
PRO DATA COMPUTER SERVICES, INC. CDW COMPUTER CENTERS, INC. VERIZON WIRELESS FUNCTION 4 LLC - WELLS FARGO FINANC ANGIE COLLIER		690.00 5,493.37 75.98 99.00 332.74	508547 508548 508556 508650 508671	5 501 004
VOTERS REGISTRATION DEPT				6,691.09*
UNITED STATES POSTAL SERVICE		225.80	508561	225 20*
ELECTIONS DEPARTMENT				225.80*
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	508650	99.00*
DISTRICT ATTORNEY				99.00
JAMES ARCENEAUX UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		9.99 208.99 508.00	508557 508561 508650	726.98*
DISTRICT CLERK				720.98
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		524.92 99.00	508561 508650	623.92*
CRIMINAL DISTRICT COURT  TODD W LEBLANC EDWARD B. GRIPON, M.D., P.A. KIMBERLY R. BROUSSARD FUNCTION 4 LLC - WELLS FARGO FINANC		800.00 1,590.00 3,344.00 198.00	508488 508511 508589 508650	
58TH DISTRICT COURT				5,932.00*
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	508650	
60TH DISTRICT COURT				99.00*
SIERRA SPRING WATER CO BT FUNCTION 4 LLC - WELLS FARGO FINANC		45.96 99.00	508562 508650	144.96*
136TH DISTRICT COURT				111.50
UNITED STATES POSTAL SERVICE		2.15	508561	2.15*
172ND DISTRICT COURT				_,
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	508650	99.00*
252ND DISTRICT COURT				
DOUGLAS M. BARLOW, ATTORNEY AT LAW THOMAS J. BURBANK PC EDWARD B. GRIPON, M.D., P.A. TAMARA DEROUEN UNITED STATES POSTAL SERVICE JUDGE RAQUEL WEST JOEL WEBB VAZQUEZ JASON ROBERT NICKS WILLIAM MARCUS WILKERSON FUNCTION 4 LLC - WELLS FARGO FINANC		393.75 4,750.25 3,180.00 1.07 161.60 900.00 900.00	508495 50885145 50885541 50885777 508865 508865 508865 508865 508865 508865 508865	.0,912.31*
279TH DISTRICT COURT				
ALISA RAUMAKER, CSR CHARLES ROJAS ANGELA L MORMAN REALTIME REPORTING SERVICES INC. JENNIFER DELAGE ALICIA K HALL PLLC		284.40 700.00 629.76 504.60 880.00 891.00	508493 508551 508584 508601 508627 508646	3,889.76*
317TH DISTRICT COURT				5,005.10

317TH DISTRICT COURT

PGM:	GMCOMMV2	DATE 08-01-2023			PAGE: 4
	NAME	06-01-2023	AMOUNT	CHECK NO.	TOTAL
WENDELI NATHAN TEXAS A DONEANI JOEL WI JENNIFI ALICIA FUNCTIO	PROVO F. PROVO L RADFORD REYNOLDS, JR. ASSN. FOR COURT ADMINISTRATIO E E. BECKCOM EBB VAZQUEZ ER DELAGE K HALL PLLC ON 4 LLC - WELLS FARGO FINANC FRIESZ		1,050.00 650.00 835.00 495.00 350.00 220.00 440.00 275.00 1,232.00 305.00	5085224 508855225 50885534 5088577 5088577 5088657 5088657 5088657	F 051 00#
JUSTIC	E COURT-PCT 1 PL 1				5,951.00*
	STATES POSTAL SERVICE ON 4 LLC - WELLS FARGO FINANC		32.56 99.00	508561 508650	131.56*
JUSTIC	E COURT-PCT 1 PL 2				
	STATES POSTAL SERVICE		13.84	508561	13.84*
	E COURT-PCT 4		007.50		
DEPARTI	Y'S SPRINT PRINTING MENT OF INFORMATION RESOURCES		207.62 .02	508518 508552	207.64*
	E COURT-PCT 6		40.40	500561	
FUNCTIO	STATES POSTAL SERVICE ON 4 LLC - WELLS FARGO FINANC		43.40 99.00	508561 508650	142.40*
	E COURT-PCT 7				
AT&T CDW COI DEPARTI	MPUTER CENTERS, INC. MENT OF INFORMATION RESOURCES		44.50 379.26 .08	508532 508548 508552	422 04*
JUSTIC	E OF PEACE PCT. 8				423.84*
FUNCTIO	ON 4 LLC - WELLS FARGO FINANC		99.00	508650	99.00*
COUNTY	COURT AT LAW NO.1				99.00"
UNITED FUNCTIO	STATES POSTAL SERVICE ON 4 LLC - WELLS FARGO FINANC		$\frac{1.07}{99.00}$	508561 508650	100.07*
	COURT AT LAW NO. 2				100.07
TODD W DAVID ( DONALD EDWARD MARVA I UNITED SIERRA FUNCTI( LAW OFI ODP BUS LAW OFI	LEBLANC GROVE BOUDREAUX B. GRIPON, M.D., P.A. PROVO STATES POSTAL SERVICE SPRING WATER CO BT ON 4 LLC - WELLS FARGO FINANC FICE OF GILES R COLE & ASSOC SINESS SOLUTIONS, LLC FICES OF BREVIN JACKSON		550.00 250.00 250.00 795.00 300.88 33.97 700.00 492.95 300.00	508488 508499 5088491 5088563 5088565 50886652 508866667	3,789.80*
COUNTY	COURT AT LAW NO. 3				3,709.00"
TODD W TEXAS ( JOHN D UNITED SIERRA CLINT W JOEL W LAURIE MATUSKA THE SAN LAW OF	LEBLANC COURT REPORTERS ASSOCIATION WEST STATES POSTAL SERVICE SPRING WATER CO BT WOODS EBB VAZQUEZ PEROZZO A LAW FIRM MUEL FIRM, PLLC FICES OF BREVIN JACKSON		850.00 8450.5990 400.000 440.000 22500.000 55500 22500.000	550885514 5508855662 50088556777 5008855775 5008855775 5008866 5008866 5008866 5008866	3,908.53*

COURT MASTER

PGM: GMCOMMV2	DATE 08-01-2023			PAGE: 5
NAME		AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE LAWRENCE E THORNE III FUNCTION 4 LLC - WELLS FARGO FINANC		1.26 6,269.80 99.00	508561 508598 508650	C 250 0C+
MEDIATION CENTER				6,370.06*
UNITED STATES POSTAL SERVICE		11.21	508561	11 014
COMMUNITY SUPERVISION				11.21*
FUNCTION 4 LLC - WELLS FARGO FINANC		396.00	508650	205 004
SHERIFF'S DEPARTMENT				396.00*
SHERIFF'S DEPARTMENT  CDW COMPUTER CENTERS, INC. DEPARTMENT OF INFORMATION RESOURCES DEPARTMENT OF INFORMATION RESOURCES UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		685.13 .10 537 28	508548 508553 508561 508650	
UNITED STATES POSTAL SERVICE		1,971.78	508561 508650	
CRIME LABORATORY		193.00	300030	3,689.29*
FERGUSON ENTERPRISES INC FUNCTION 4 LLC - WELLS FARGO FINANC		169.00 99.00	508629 508650	269 00*
JAIL - NO. 2				268.00*
JAIL - NO. 2  JOHNSTONE SUPPLY BEAUMONT TRACTOR COMPANY W.W. GRAINGER, INC. ENTERGY KIRKSEY'S SPRINT PRINTING M&D SUPPLY ULINE SHIPPING SUPPLY SPECIALI WORTH HYDROCHEM OF THE GULF COAST DEPARTMENT OF INFORMATION RESOURCES LOWE'S HOME CENTERS, INC. CONSTELLATION NEWENERGY - GAS DIVIS THOMSON REUTERS-WEST GALLS LLC BOUDREAUX'S TRUCK & TRAILER REPAIR LASALLE CORRECTIONS VI LLC TRINITY SERVICES GROUP INC FUNCTION 4 LLC - WELLS FARGO FINANC ODP BUSINESS SOLUTIONS, LLC PLASCO LLC DBA IDZ		1,581.25 125.82 1245.89 37,3664.30 2503.006 3,6460.35 1,67600.42 1,67600.42 1,72024.57 1,72024.57 1,7318.02 1,7318.0	92602898220263541020 84912898220263554500 88855555711222341020 55500000000000000000000000000000000	L6,939.51*
JUVENILE PROBATION DEPT.		53.42	508556	
VERIZON WIRELESS UNITED STATES POSTAL SERVICE FUNCTION 4 LLC - WELLS FARGO FINANC		10.85 297.00	508561 508650	361.27*
JUVENILE DETENTION HOME				301.27
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	508650	99.00*
CONSTABLE PCT 1				22.00
VERIZON WIRELESS UNITED STATES POSTAL SERVICE GALLS LLC BLUE360 MEDIA FUNCTION 4 LLC - WELLS FARGO FINANC ODP BUSINESS SOLUTIONS, LLC		227.94 19.18 569.44 377.91 99.00 154.64	508556 508561 508623 508650 508662	1 440 11*
CONSTABLE-PCT 2				1,448.11*
CASH ADVANCE ACCOUNT VERIZON WIRELESS		295.00 113.97	508517 508556	408.97*
CONSTABLE-PCT 4				

CONSTABLE-PCT 4

PGM: GMCOMMV2	DATE 08-01-2023			PAGE: 6
NAME	00-01-2025	AMOUNT	CHECK NO.	$_{ m TOTAL}$
VERIZON WIRELESS ODP BUSINESS SOLUTIONS, LLC		113.97 55.90	508556 508662	169.87*
CONSTABLE-PCT 6				109.07
VERIZON WIRELESS UNITED STATES POSTAL SERVIC THOMSON REUTERS-WEST	E	113.97 30.42 133.38	508556 508561 508616	277.77*
CONSTABLE PCT. 7				2//.//
VERIZON WIRELESS		113.97	508556	113.97*
CONSTABLE PCT. 8				113.7
VERIZON WIRELESS FUNCTION 4 LLC - WELLS FARG	O FINANC	113.97 99.00	508556 508650	212.97*
COUNTY MORGUE				
FORENSIC MEDICAL		97,680.00	508636 9	7,680.00*
AGRICULTURE EXTENSION SVC				
FUNCTION 4 LLC - WELLS FARGOREBECCA CARPENTER	O FINANC	211.00 75.00	508650 508669	286.00*
HEALTH AND WELFARE NO. 1				
UNITED STATES POSTAL SERVIC SIERRA SPRING WATER CO B' THOMSON REUTERS-WEST FUNCTION 4 LLC - WELLS FARG	T	129.63 111.86 157.18 198.00	508561 508565 508616 508650	596.67*
HEALTH AND WELFARE NO. 2				590.07
BROUSSARD'S MORTUARY GABRIEL FUNERAL HOME, INC. ENTERGY AT&T MCKESSON MEDICAL-SURGICAL II THOMSON REUTERS-WEST	NC	1,500.00 1,500.00 62.06 44.50 211.83 157.18	508499 508513 508532 508550 508616	
FUNCTION 4 LLC - WELLS FARG	O FINANC	198.00	508650	3,673.57*
NURSE PRACTITIONER	_			
MCKESSON MEDICAL-SURGICAL II LESLIE RIGGS TRACY TANTILLO	NC	184.31 1,267.00 113.00	508550 508621 508676	1,564.31*
ENVIRONMENTAL CONTROL				1,504.31
DEPARTMENT OF INFORMATION R FUNCTION 4 LLC - WELLS FARG ODP BUSINESS SOLUTIONS, LLC	ESOURCES O FINANC	.02 99.00 74.91	508552 508650 508662	173.93*
INDIGENT MEDICAL SERVICES				173.73
VERIZON WIRELESS JAMES DYKES CORLISS R RANDLE		40.18 1,200.00 600.00	508556 508632 508637	1 040 10+
MAINTENANCE-BEAUMONT				1,840.18*
CITY OF BEAUMONT - WATER DE: COBURN SUPPLY COMPANY INC W.W. GRAINGER, INC. ENTERGY ACE IMAGEWEAR SOUTHWEST BUILDING SYSTEMS AT&T DEPARTMENT OF INFORMATION R: AT&T GLOBAL SERVICES		139.39 1,397.08 53.11 43,243.97 223.12 428.54 4,909.94 731.49 258.25	508503 5085010 5088512 5088532 5088532 5088574	

PGM: GMCOMMV2 NAME	DATE 08-01-2023	AMOUNT	CHECK NO	PAGE: 7 211 TOTAL
OTIS ELEVATOR COMPANY ATTABOY TERMITE & PEST CONTROL		2,808.46 184.40	508576 508594	
MAINTENANCE-PORT ARTHUR				54,377.75*
BELL FENCE MFG. CO. AT&T DEPARTMENT OF INFORMATION RESOURCES LOWE'S HOME CENTERS, INC. TEXAS GAS SERVICE FRED MILLER'S OUTDOOR EQUIPMENT LLC FUNCTION 4 LLC - WELLS FARGO FINANC CHARTER COMMUNICATIONS CHARTER COMMUNICATIONS		3,100.25 72.06 3.29 105.00 525.56 109.85 99.00 106.82 481.29	508497 508532 508552 508570 5086522 5086650 5086651	4,603.12*
MAINTENANCE-MID COUNTY				1,003.12
CITY OF NEDERLAND SANITARY SUPPLY, INC. ACE IMAGEWEAR S.E. TEXAS BUILDING SERVICE BUBBA'S AIR CONDITIONING ATTABOY TERMITE & PEST CONTROL A1 FILTER SERVICE COMPANY		50.26 115.28 177.59 4,341.67 250.00 61.62 99.50	508504 508527 508529 508530 508543 508606	5,095.92*
SERVICE CENTER				0,00000
SPIDLE & SPIDLE HI-LINE J.K. CHEVROLET CO. PHILPOTT MOTORS, INC. TATE & CO., INC. BUMPER TO BUMPER MIGHTY OF SOUTHEAST TEXAS		14,087.91 175.00 440.78 503.49 18,414.13 892.35 204.87	508490 508514 508515 508520 508535 508603	34,718.53*
VETERANS SERVICE		00.00	F006F0	
FUNCTION 4 LLC - WELLS FARGO FINANC		99.00	508650 4	99.00* 06,890.79**
MOSQUITO CONTROL FUND			_	00,0000
CERTIFIED LABORATORIES JACK BROOKS REGIONAL AIRPORT ACE IMAGEWEAR TEXAS WORKFORCE COMMISSION UNITED PARCEL SERVICE TEXAS DEPARTMENT OF AGRICULTURE		441.40 168.09 81.19 3,920.00 24.42 150.00	508502 508516 508529 508537 508624	4,785.10**
J.C. FAMILY TREATMENT				,
BEAUMONT OCCUPATIONAL SERVICES		364.85	508666	364.85**
LAW LIBRARY FUND THOMSON REUTERS-WEST		465.06	508616	
FUNCTION 4 LLC - WELLS FARGO FINANC		99:00	508650	564.06**
EMPG GRANT				
FUNCTION 4 LLC - WELLS FARGO FINANC AMAZON CAPITAL SERVICES		275.00 95.98	508650 508665	370.98**
JUVENILE PROB & DET. FUND				
VERIZON WIRELESS		70.57	508556	70.57**
COMMUNITY SUPERVISION FND		2 220 00	F00F17	
CASH ADVANCE ACCOUNT DEPARTMENT OF INFORMATION RESOURCES VERIZON WIRELESS DANA LEWIS-BROUSSARD		3,330.90 55.01 32.60 40.00	508517 508552 508556 508558	

	PAGE: 8
AMOUNT	CHECK NO. TOTAL
AMOUNT 158.79 99.00 184.69	508561 508650 508660 3,900,99**
	3,900.99
2,220.60 99.00	508517 508650 2,319.60**
99.00	508650 99.00**
580.44	508585 580.44**
50.00 150.00	508506 508677
	200.00**
227.94	508556
	227.94**
	198.00**
•	27,000.00**
1,095.00 3,020.00 307.009 265.228 125.98 125.98 2,1328.55 2,1348.55 21,6445.529 321,6445.53	508489 508537 508543 508556 5085570 5086590 5086619 5086639 5086639 5086639 5086664 508675
	27.080 0.2200 43.05903 0.2200 43.0556.05903 0.2200 43.0556.05903 0.2200

AIRPORT IMPROVE. GRANTS

PGM: GMCOMMV2	DATE		PAGE: 9
NAME	08-01-2023	AMOUNT	CHECK NO. TOTAL
FITTZ & SHIPMAN, INC. KSA ENGINEERS INC		3,200.00 29,155.50	508508 508647 32,355.50**
SE TX EMP. BENEFIT POOL			32,355.50""
EXPRESS SCRIPTS INC UNITED HEALTHCARE SERVICES INC		152,525.78 128,528.86	508631 508644 281,054.64**
SETEC FUND			201,034.04
INDUSTRIAL & COMMERCIAL MECHANICAL		7,758.25	508608 7,758.25**
LIABILITY CLAIMS ACCOUNT			7,730.23
JEFFERSON CTY - WORKERS COMP		239.50	508673 239.50**
WORKER'S COMPENSATION FD			239.30
JEFFERSON CTY - WORKERS COMP		4,213.95	508672 4,213.95**
SHERIFF'S FORFEITURE FUND			4,213.93
BELL HELICOPTER TEXTRON, INC.		3,439.26	508494 3,439.26**
LANGUAGE ACCESS FUND			3,439.20
ANITA U SEPEDA MASTERWORD SERVICES, INC RUBEN ZAPATA		100.00 1,539.90 100.00	508599 508654 508668
ARPA CORONAVIRUS RECOVERY			1,739.90**
BEAUMONT TRACTOR COMPANY		63,268.36	508496
GUARDIANSHIP FEE			63,268.36**
BRITTANIE HOLMES		200.00	508609
CNTY & DIST COURT TECH FD			200.00**
VERIZON WIRELESS		227.94	508556
SHERIFF - COMMISSARY			227.94**
MARK'S PLUMBING PARTS LOWE'S HOME CENTERS, INC. FERGUSON ENTERPRISES INC AMAZON CAPITAL SERVICES		1,325.92 2,166.00 87.93 1,433.00	508485 508570 508629 508665 5,012.85** 976,013.32***
			270,013.32

#### budget amendment

Joe Zurita

Thu 7/27/2023 11:33 AM

To:Fran Lee <Fran.Lee@jeffcotx.us>

Good morning, can you please put in the next agenda to transfers in the amount of 1500.00 from acount 120-8095-417-40-11 to account 120-8095-417-30-84 to purchase worn out drill bits , and hole cutters please and thank you?

Joe Zuríta Dírector Of Jefferson County Service Center 7789 Víterbo Rd Beaumont, Tx 77705 409-719-5937 To:

Fran Lee / Auditing Department

From:

Greg Keller / Maintenance Department

Date:

July 27, 2023

Subject:

**Budget Transfer** 

We are requesting that you Transfer \$2,000.00 from Acct #120-6083-416-40-11 (Equipment) and Transfer \$3,000.00 form Acct # 120-6083-416-60-03 (Capital Outlay-Building Courthouse) and put into Acct# 120-6083-416-30-44 (Janitorial Supplies) Due to increase in supply cost. This will help us thru remainder of budget year '23-'24. If you have any questions please call ext. 8511.

Thank you,

GK/pa

# Jefferson County Community Supervision and Corrections Department

Biennium: Program: 2024 900 - Basic Supervision	Funding BS	Type: Other Fu None	nding Type: Curr Edita		Status Date: 7/18/2023
Edit Budget					
FISCAL YEARS:		2024		2025	
REVENUE:					
TDCJ Funding	\$	2,133,858	\$	2,133,85	8
SAFPF Payments (Basic Supervision Only)	\$	25,704	\$	25,704	-
Comm. Sup. Fees Collected (Basic Sup. Only)	\$	1,700,000	\$	1,700,00	0
Payments By Program Participants	\$	417,600	\$	417,600	1
Interest Income (Basic Supervision Only)	\$	5,000	\$	5,000	
Carry Over from Previous Fiscal Year	\$	934,083	\$	934,083	9 = 1
Other Revenue	\$	45,000	\$	45,000	4.4
Basic Supervision Interfund Transfer [+ or -]	\$	-124,505	\$	-192,606	3
CCP Interfund Transfer [+ or -]	\$	0	\$	0	
TOTAL REVENUE:	\$	5,136,740	\$	5,068,63	9
EXPENDITURES:					
Salaries/Fringe Benefits	\$	4,335,493	\$	4,567,44	0
- Full Time Salaries	_		_		
- Part Time Salaries					
- Fringe Benefits					
Travel/Furnished Transportation	\$	25,000	\$	25,000	
Contract Services for Offenders	\$	4,000	\$	4,000	
Professional Fees	\$	129,384	\$	129,384	
Supplies & Operating Expenses	\$	516,873	\$	336,825	ic L
<u>Facilities</u>	\$	0	\$	0	
<u>Utilities</u>	\$	5,990	\$	5,990	
<u>Equipment</u>	\$	120,000	\$	0	
TOTAL EXPENDITURES:	\$	5,136,740	\$	5,068,63	9

Biennium: Program: 2024 8 - Community Service Restitution	Funding CCP	Type: Othe Non-	er Funding Type: 0 e E	Current Status: Editable	Status Date: 7/17/2023
Edit Budget					
FISCAL YEARS:		2024		2025	
REVENUE:	- 10.				
TDCJ Funding	\$	366,418		\$ 361,29	2
SAFPF Payments (Basic Supervision Only)	\$	0		\$ 0	
Comm. Sup. Fees Collected (Basic Sup. Only)	\$	0		\$ 0	
Payments By Program Participants	\$	0		\$ 0	
Interest Income (Basic Supervision Only)	\$	0		\$ 0	
Carry Over from Previous Fiscal Year	\$	0		\$ 0	
Other Revenue	\$	0		\$ 0	
Basic Supervision Interfund Transfer [+ or -]	\$	35,099		\$ 63,441	
CCP Interfund Transfer [+ or -]	\$	0		\$ 0	
TOTAL REVENUE:	\$	401,517		\$ 424,73	3
EXPENDITURES:					
Salaries/Fringe Benefits	\$	375,044		\$ 399,38	2
- Full Time Salaries					
- Part Time Salaries					
- Fringe Benefits					
Travel/Furnished Transportation	\$	11,250		\$ 11,250	) y
Contract Services for Offenders	\$	0		\$ 0	
Professional Fees	\$	5,249		\$ 5,210	
Supplies & Operating Expenses	\$	3,000		\$ 1,917	F 1
Facilities	\$	0		\$ 0	
<u>Utilities</u>	\$	0		\$ 0	
<u>Equipment</u>	\$	6,974		\$ 6,974	
TOTAL EXPENDITURES:	\$	401,517		\$ 424,73	3

Biennium: Program: 2024 27 - Specialized Caseload - High Need	Funding CCP	Type: Other Funding	g Type: Current Statu Editable	s: Status Date: 7/17/2023
Edit Budget				
FISCAL YEARS:	- 11/11	2024	202	25
REVENUE:				
TDCJ Funding	\$	143,269	\$ 148,3	395
SAFPF Payments (Basic Supervision Only)	\$	0	\$ 0	
Comm. Sup. Fees Collected (Basic Sup. Only)	\$	0	\$ 0	
Payments By Program Participants	\$	0	\$ 0	V - 18
Interest Income (Basic Supervision Only)	\$	0	\$ 0	
Carry Over from Previous Fiscal Year	\$	0	\$ 0	C T T
Other Revenue	\$	0	\$ 0	
Basic Supervision Interfund Transfer [+ or -]	\$	0	\$ 0	0.1
CCP Interfund Transfer [+ or -]	\$	0	\$ 0	
TOTAL REVENUE:	\$	143,269	\$ 148,3	395
EXPENDITURES:				
Salaries/Fringe Benefits	\$	133,276	\$ 138,4	402
- Full Time Salaries			-	-
- Part Time Salaries				
- Fringe Benefits				
Travel/Furnished Transportation	\$	5,000	\$ 5,00	00
Contract Services for Offenders	\$	0	\$ 0	
Professional Fees	\$	2,075	\$ 2,1	13
Supplies & Operating Expenses	\$	2,918	\$ 2,88	30
<u>Facilities</u>	\$	0	\$ 0	
<u>Utilities</u>	\$	0	\$ 0	
Equipment	\$	0	\$ 0	
TOTAL EXPENDITURES:	\$	143,269	\$ 148,	395

Biennium: Program: 2024 5 - Intervention and Pre-Trial	Funding DP	Type: Other Fundi None	ing Type: Currer Editab		Status Date: 7/17/2023
Edit Budget					
FISCAL YEARS:		2024	= { }	2025	7
REVENUE:					
TDCJ Funding	\$	446,254	\$	446,254	
SAFPF Payments (Basic Supervision Only)	\$	0	\$	0	
Comm. Sup. Fees Collected (Basic Sup. Only)	\$	0	\$	0	
Payments By Program Participants	\$	42,000	\$	44,200	
Interest Income (Basic Supervision Only)	\$	0	\$	0	
Carry Over from Previous Fiscal Year	\$	0	\$	0	
Other Revenue	\$	0	\$	0	
Basic Supervision Interfund Transfer [+ or -]	\$	80,340	\$	114,011	
CCP Interfund Transfer [+ or -]	\$	0	\$	0	
TOTAL REVENUE:	\$	568,594	\$	604,465	5
EXPENDITURES:					
Salaries/Fringe Benefits	\$	545,147	\$	581,019	) · ;
- Full Time Salaries		-			
- Part Time Salaries					
- Fringe Benefits					
Travel/Furnished Transportation	\$	13,000	\$	13,000	
Contract Services for Offenders	\$	0	\$	0	
Professional Fees	\$	4,847	\$	4,847	
Supplies & Operating Expenses	\$	3,000	\$	2,999	
Facilities	\$	0	\$	0	
<u>Utilities</u>	\$	0	\$	0	
<u>Equipment</u>	\$	2,600	\$	2,600	
TOTAL EXPENDITURES:	\$	568,594	\$	604,465	5

Biennium: Program: 2024 19 - Specialized Caseload Mental Health Initiati	Funding ve DP	Type: Other Fund None	ing Type: Curren Editabl		Status Date: 7/17/2023
Edit Budget					
FISCAL YEARS:	11	2024		2025	
REVENUE:					
TDCJ Funding	\$	140,164	\$	140,164	
SAFPF Payments (Basic Supervision Only)	\$	0	\$	0	
Comm. Sup. Fees Collected (Basic Sup. Only)	\$	0	\$	0	
Payments By Program Participants	\$	0	\$	0	
Interest Income (Basic Supervision Only)	\$	0	\$	0	
Carry Over from Previous Fiscal Year	\$	0	\$	0	
Other Revenue	\$	0	\$	0	
Basic Supervision Interfund Transfer [+ or -]	\$	9,066	\$	15,154	
CCP Interfund Transfer [+ or -]	\$	0	\$	0	
TOTAL REVENUE:	\$	149,230	\$	155,318	
EXPENDITURES:					
Salaries/Fringe Benefits	\$	139,428	\$	145,516	
- Full Time Salaries					
- Part Time Salaries					
- Fringe Benefits					
Travel/Furnished Transportation	\$	6,750	\$	6,750	
Contract Services for Offenders	\$	0	\$	0	
Professional Fees	\$	3,052	\$	3,052	
Supplies & Operating Expenses	\$	0	\$	0	
<u>Facilities</u>	\$	0	\$	0	
<u>Utilities</u>	\$	0	\$	0	
<u>Equipment</u>	\$	0	\$	0	
TOTAL EXPENDITURES:	\$	149,230	\$	155,318	

STATE OF TEXAS § IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON § OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Zero Parks 2023 reinvestment zone and facility in the Beaumont ETJ, TX a reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

- Section 1. That the Commissioners Court hereby designates the property at 5160 N. Twin City Hwy, Nederland, TX (mailing purposes only), Jefferson County, Texas 77627, further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point.)
- Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)
- Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas
- Section 4 That the Commissioners Court held a public hearing to consider this Order on the \_\_\_\_\_\_, 2023.

- Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement
- Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community
- Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.

THE SON COV

Signed this \_\_\_\_\_ day of \_\_\_ August

Absent

JEFF R. BRANICK County Judge

Precinct No. 1

COMMISSIONER CARY ERICKSON

Precinct No. 2

CÓMMISSIONER MICHA S. SINEGAL

Precinct No. 3

COMMISSIONER EVERETTE D. ALFRED

Precinct No 4

# ZERO PARKS 2023 REINVESTMENT ZONE METES AND BOUNDS DESCRIPTION



TBPE Firm No. F-5755 TBPLS Firm No. 10123800 LA EF.0005711

3737 Doctors Drive Port Arthur, Texas 77642 Office (409) 983.2004 Fax (409) 983.2005

### 26.617 (CALLED 26.618) ACRES OF LAND OUT OF DUPONT-BEAUMONT WORKS INDUSTRIAL PARK SUBDIVISION JEFFERSON COUNTY, TEXAS

**BEING** 26.617 (Called 26.618) acres of land being All of Lot 11, Dupont-Beaumont Works Industrial Park Subdivision, recorded in File No. 2006048240, Official Public Records, Jefferson County, Texas, being part of a tract of land described in a deed to Jefferson Terminal South LLC, recorded in File No. 2022018289, Official Public Records, Jefferson County, Texas; said 26.617 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel rod with a cap found for the most Southerly corner of said Lot 11, same being the Northeast corner of Lot 6 of said Dupont-Beaumont Works Industrial Park Subdivision on the West line of a (Called 11.84) acre tract of land described in a deed to Kansas City Southern Railway Company, recorded in File No. 2004000575, Official Public Records, Jefferson County, Texas and being the most Southerly corner of the herein described tract, having a Texas Coordinate of N: 13945587.94, E: 3544224.75;

THENCE, North, 47 deg., 47 min., 15 sec., West (Called North 44 deg., 07 min., 29 sec., West), on the common line of said Lots 6 & 11, a distance of 1035.51' (Called 1035.49') to a ½" steel rod with a red cap found for corner;

THENCE, North 47 deg., 45 min., 49 sec., West (Called North 44 deg., 07 min., 17 sec., West), continuing on the common line of said Lots 6 & 11, a distance of 180.50' to a ½" steel rod with a cap found for a common corner of Lots 11 & 29 of said Dupont-Beaumont Works Industrial Park Subdivision; said ½" steel rod being the most Westerly Southwest corner of the herein described tract;

THENCE, North 06 deg., 35 min., 43 min., East (Called North 10 deg., 16 min., 44 sec., East) on the common line of said Lots 11 & 29, a distance of 426.78' (Called 426.99') to a ½" steel rod, capped and marked "S&P Inc.", found for corner;

THENCE, North 30 deg., 14 min., 01 sec., East (Called North 33 deg., 53 min., 44 sec., East), continuing on the common line of said Lots 11 & 29, a distance of 824.51' (Called 824.22') to a ½" steel rod, capped and marked "S&P Inc.", found for corner;

THENCE, North 42 deg., 11 min., 04 sec., East (Called North 45 deg., 52 min., 44 sec., East), continuing on the common line of said Lots 11 & 29, a distance of 474.24' (Called 474.27') to a ½" steel rod, capped and marked "SOUTEX", set for a common corner of said Lots 11 & 29 on the West line of Lot 24 of said

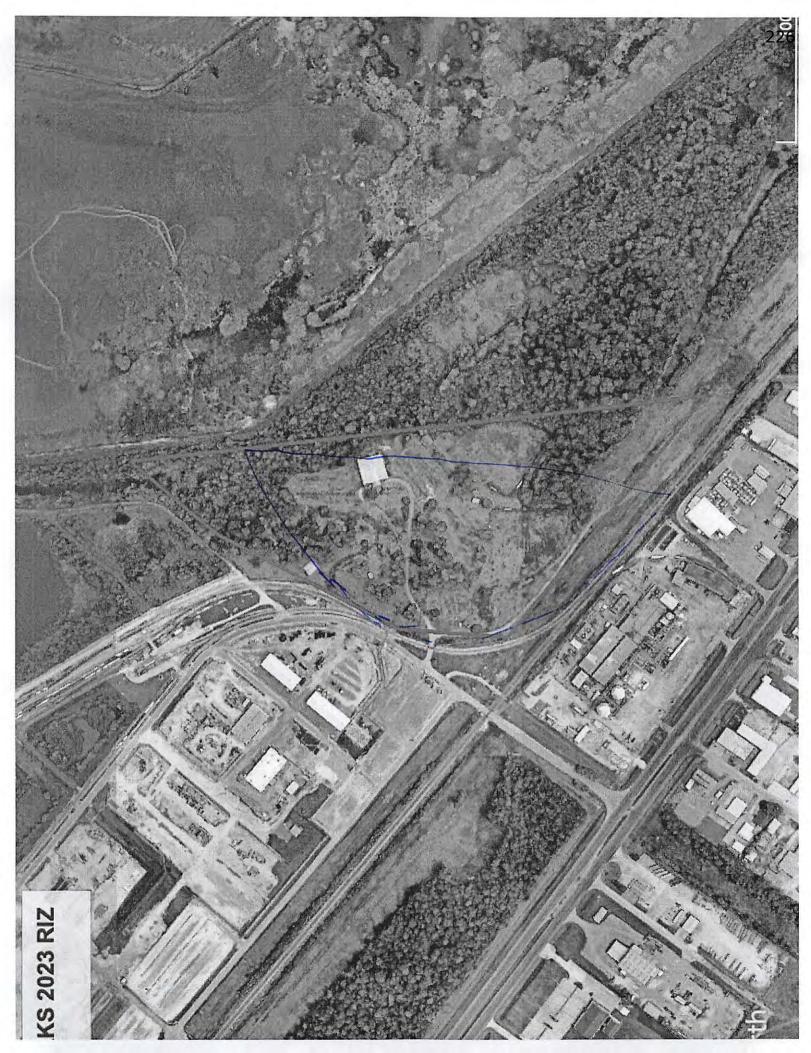
Industrial Park Subdivision; said 1/2" steel rod being the most Northerly corner of the herein described tract;

THENCE, South 02 deg., 55 min., 15 sec., East (Called South 00 deg., 44 min., 52 sec., West), on a portion of the West line of said Lot 24, a portion of the West line of a (Called 934.0) acre tract of land described in a deed to the City of Nederland, recorded in Film Code 101-27-1067, Official Public Records, Jefferson County, Texas and a portion of the (Called 11.84) acre tract, a distance of 1088.28' to a 1 ½" steel pipe found in concrete for corner;

**THENCE**, South 02 deg., 56 min., 15 sec., East (Called South 00 deg., 43 min., 52 sec., West), continuing on the West line of the (Called 11.84) acre tract, a distance of 1219.52' (Called 1219.23') to the **POINT OF BEGINNING** and containing 26.617 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Anthony M. Leger, Registered Professional Land Surveyor No. 5481 on May 11, 2023.

Jefferson Energy Companies 23-0295







STATE OF TEXAS

COUNTY OF JEFFERSON §

#### ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE

#### ZERO PARKS 2023 REINVESTMENT ZONE

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Zero Parks Management, LLC. (hereinafter sometimes referred to as "ZERO" or "OWNER") and (Owner to designate), General contractor/Engineering and Procurement Company (hereinafter sometimes referred to as EPC).

#### 1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Zero Parks 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated August 1, 2023 (hereinafter referred to as the "REINVESTMENT ZONE"; and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of a clean hydrogen infrastructure hub and related improvements (hereinafter referred to collectively as the "PROJECT"); and

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is

attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

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

#### 2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE ZERO PARKS 2023 REINVESTMENT ZONE.

#### 3. DEFINITIONS

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

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

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

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

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

"Ineligible Property" is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). Owner has represented that it will spend approximately \$213 million to construct the project. The term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter 2025), maintain a level of not less than 17 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of the date this AGREEMENT is executed as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 17 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 17 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s

A2 = revised Abatement\$s

E1 = 17 full-time jobs

E2 = revised employee count

 $A2 = A1 \times (E2/E1)$ 

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$213 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County.
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such shall included in OWNER'S annual be compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. OWNER/EPC will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.
  - OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.
- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
  - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- 1. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

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

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

#### 6. VALUE OF ABATEMENT

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

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

#### 7. QUARTERLY MONITORING MEETINGS

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

#### 8. TAXABILITY

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

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

#### 9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

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

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### 10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

#### 11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written

notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

#### 12. RECAPTURE OF TAXES

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

Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and,
- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY

WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

#### 13. TERMINATION

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

#### 14. ASSIGNMENT

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

#### 15. ENTIRE AGREEMENT

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

#### 16. SUCCESSORS AND ASSIGNS

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

#### 16. NOTICE

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

OWNER:	

**COUNTY:** Hon. Jeff R. Branick, County Judge

Jefferson County Texas

P.O. Box 4025

Beaumont, Texas 77704

(409) 835-8466

(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney

Criminal District Attorney 1149 Pearl Street, 3<sup>rd</sup> Floor Beaumont, Texas 77701

(409) 835-8550

(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,

First Assistant: Staff Attorney Jefferson County Courthouse

P. O. Box 4025.

Beaumont, Texas 77704

(409) 835-8466

(409) 839-2311 (facsimile)

#### 17. MERGER

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

#### 18. INTERPRETATION

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

#### 19. APPLICABLE LAW AND VENUE

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

#### 20. SEVERABILITY

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

Executed in duplicate this the / day of / day of

FOR THE COUNTY:

Hon. Jeff R. Branick, County Judge

Jefferson County, Texas

FOR OWNER:

#### **EXHIBIT A "Description of Project"**

### Hydrogen Production Facility

The Company is focused on developing clean hydrogen infrastructure hubs in strategic locations throughout the United States where it will use renewable energy to produce clean hydrogen. Hydrogen possesses many use cases, including refining, petrochemical, metals treating, fertilizer production as well as future applications, mobility (heavy transport), long-duration energy storage and others.

Hydrogen is one of the most promising emerging clean energy technologies that will enable decarbonization and the pursuit of net-zero emissions goals. Additionally, clean hydrogen has been identified as a key energy transition vector by governmental agencies throughout the world, including the United States Department of Energy.

The estimated time to construct the facility is 18 months resulting in an operational startup during 2025. The estimated investment is \$213 million with 17 new permanent full-time employees and 250 peak construction jobs.

## "Tax Abatement Schedule"

Tax Year		<b>Abatement Percentage</b>		
	2026	100		
1	2026	100		
2	2027	100		
3	2028	100		
4	2029	100		
5	2030	90		
6	2031	90		
7	2032	90		
8	2033	90		
9	2034	90		

# EXHIBIT $\underline{\mathbf{B}}$ "Base Year Property"

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

# EXHIBIT C – "Reinvestment Zone Order"

# EXHIBIT D – "List of HUB/ DBE Companies"

Property Owner may acknowledge the County has previously provided this.

### Exhibit "E"

## **Jefferson County Abatement Policy**

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

## **EXHIBIT "F" - AFFILIATES OF OWNER**





# AN ORDER TO EXTEND RESTRICTION OF OUTDOOR BURNING IN UNINCORPORATED AREAS OF JEFFERSON COUNTY

WHEREAS, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

WHEREAS, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

WHEREAS, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,

**WHEREAS**, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

**WHEREAS**, the County Judge of Jefferson entered an Order prohibiting outdoor burning on July 28, 2023.

IT IS THEREFORE ORDERED that OUTDOOR BURNING IS PROHIBITED IN ALL UNINCORPORATED AREAS OF JEFFERSON County (except for said exemptions stipulated above) for a period of 90 days effective July, 28, 2023, unless terminated earlier based on a determination that the public safety hazard no longer exists by the County Judge and/or Commissioners' Court. A violation of this Order is a Class C misdemeanor with a penalty accessible of up to \$500.00.

SIGNED this Waynot

.2023.

Judge Jeff R. Branick

DATE 8/1/2023