

Notice of Meeting and Agenda
October 24, 2023

Special, 10/24/2023 10:30:00 AM

BE IT REMEMBERED that on October 24, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge (ABSENT)

Absent

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3 (ABSENT)

Absent

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
October 24, 2023**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **24th** day of **October 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:

NOTICE: Commissioner Pierce may attend and participate in this Commissioners Court Meeting via videoconference. A quorum of members of Commissioners Court and the presiding officer will be physically present for this meeting in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas. Commissioner Pierce shall be considered present for this meeting but shall be considered absent from any portion of the meeting during which audio or video communication with him is lost or disconnected. Commissioners Court will continue the meeting while Commissioner Pierce is absent.

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.

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The following options are available:

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

Listen to audio by calling 347-973-4395, conference id 113569383# The court will also have a time for public comments at the beginning of the meeting. If you would like to speak at that time, please be on the phone call. The Court will allow public comments related to items on the agenda that 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 award, execute, receive and file contract for Request for Proposal (RFP 23-052/MR) Janitorial Services for Jefferson County with Southeast Texas Building Services, Inc. for an annual total of \$488,716.00.

SEE ATTACHMENTS ON PAGES 13 - 222

Action: TABLED

- (b). Consider and approve, execute, receive and file renewal for (IFB 11-054/AW) Term Contract for Snack and Drink Vending Machines for Jefferson County for a first one (1) year renewal with John Paul's Food Service, LLC from November 22, 2023 to November 21, 2024.

SEE ATTACHMENTS ON PAGES 223 - 223

Motion by: Pierce

Second by: Erickson

In Favor: Pierce, Erickson, Alfred

Action: APPROVED

- (c). Consider and approve, execute, receive and file renewal for (IFB 19-047/YS) Term Contract for Liquid Soil Stabilizer for Jefferson County for a fourth and final one (1) year renewal with Base-Seal International, Inc. from November 8, 2023 to November 7, 2024.

SEE ATTACHMENTS ON PAGES 224 - 224

Motion by: Pierce

Second by: Erickson

In Favor: Pierce, Erickson, Alfred

Action: APPROVED

- (d). Execute, receive and file renewal for (IFB 21-046/YS) Term Contract for Sheriff's Department Law Enforcement and Corrections Equipment and Uniforms for a second one (1) year renewal with Burgoon Company, Galls, LLC and TND Workwear Co., LLC from October 3, 2023 to October 2, 2024 with pricing increases due to manufacturer costs as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 225 - 242

Motion by: Pierce

Second by: Erickson

In Favor: Pierce, Erickson, Alfred

Action: APPROVED

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- (e). Consider and approve, execute, receive and file an agreement (Agreement 23-070/MR) with Silktide for website monitoring services from November 1, 2023 to November 1, 2024 in the amount of \$2,400.00 in accordance with DIR Contract DIR-CPO-5116.

SEE ATTACHMENTS ON PAGES 243 - 272

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

- (f). Consider and approve, execute, receive and file Change Order No. 2 for (IFB 23-005/JW) Jerry Ware Terminal and Aircraft Fire Fighting (ARFF) Station Rehabilitation with N & T Construction Company, Inc. for a total amount of \$6,552.00 for re-insulation of first floor ductwork and HVAC work on third floor associated with repositioning of unit; bringing the total contract amount from \$2,543,624.72 up to \$2,550,176.72. This change order does not increase the number of working days, with the substantial completion date remaining as November 4, 2023. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326; and 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37).

SEE ATTACHMENTS ON PAGES 273 - 281

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

- (g). Consider and approve, execute, receive and file Change Order No. 3 for (IFB 23-005/JW) Jerry Ware Terminal and Aircraft Fire Fighting (ARFF) Station Rehabilitation with N & T Construction Company, Inc. for a total amount of \$5,498.08 for sealing of existing duct work; bringing the total contract amount from \$2,550,176.72 up to \$2,555,674.80. This change order does not increase the number of working days, with the substantial completion date remaining as November 4, 2023. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326; and 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37).

SEE ATTACHMENTS ON PAGES 282 - 286

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

COUNTY AUDITOR:

(a). Consider and approve FY 2023 budget transfer– Road & Bridge Pct. 4 – additional cost for road material.

SEE ATTACHMENTS ON PAGES 287 - 287

114-0402-431-3001	ASPHALT	\$6,295.00	
114-0402-431-1028	LABORERS		\$6,295.00

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

(b). Consider and approve FY 2023 budget transfer– Road & Bridge Pct. 3 – repairs to tractor.

SEE ATTACHMENTS ON PAGES 288 - 288

113-0305-431-4018	ROAD MACHINERY	\$25,590.00	
113-0302-431-1009	FOREMAN		\$25,590.00

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

(c). Consider and approve FY 2023 budget transfer – Engineering – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 289 - 289

115-0501-431-4008	AUTOMOBILES AND TRUCKS	\$3.00	
115-0501-431-3084	MINOR EQUIPMENT		\$3.00

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

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- (d). Consider and authorize County Judge to execute closing documents for the purchase of home at 9842 Winzer Road as part Jefferson County's Home Buyout program with Hurricane Harvey grant funds through the Texas General Land Office contract 20-066-036-C242.

NO ATTACHMENTS

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

- (e). Consider and approve County Judge to sign Letter of Reevaluation related to the environmental clearance on the Crane Bayou Pump Station/Generator Improvements project funded by the Harvey CDBG-DR grant with the Texas General Land Office.

SEE ATTACHMENTS ON PAGES 290 - 292

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

- (f). Consider and approve the Certified Roll Jurisdiction Summary Resolution for the tax roll for tax year 2023 for Jefferson County.

SEE ATTACHMENTS ON PAGES 293 - 295

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

- (g). Receive and file subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with Land Manor, Inc.

SEE ATTACHMENTS ON PAGES 296 - 305

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

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

SEE ATTACHMENTS ON PAGES 306 - 322

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

- (i).Regular County Bills – check #511191 through check #511407

SEE ATTACHMENTS ON PAGES 323 - 332

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

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between the City of Port Arthur and Jefferson County Precinct No. 3, pursuant to Section 791.014, Texas Government Code.

SEE ATTACHMENTS ON PAGES 333 - 340

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

- (b).Consider, possibly approve, receive and file an Amended Order to add additional members to the Jefferson County Sexual Assault Response Team.

SEE ATTACHMENTS ON PAGES 341 - 341

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

- (c).Consider, possibly approve and authorize the County Judge to execute a Clinical Facility Affiliation Agreement between Jefferson County and Texas A&M University, Corpus Christi.

SEE ATTACHMENTS ON PAGES 342 - 354

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

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- (d). Consider, possibly approve, receive and file the Statement of Officer and Oath of Ken Dollinger as interim Justice of the Peace, Precinct No. 8.

SEE ATTACHMENTS ON PAGES 355 - 356

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

TAX OFFICE:

- (a). Consider and possibly approve a Resolution recognizing Melanie Duhe for her 20 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 357 - 357

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

- (b). Consider and possibly approve a Resolution recognizing Michelle Mason for her 26 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 358 - 359

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

COUNTY TREASURER:

- (a). Consider and approve a \$68 wire transfer to Wells Fargo Securities for September, 2023 Safekeeping fees.

NO ATTACHMENTS

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

CRIME LAB:

- (a). Consider and possibly approve out of state travel for Memling Altamirano of the Crime Lab to assist with the ANSI National Accreditation Board (ANAB) assessment of the Albuquerque Police Department Crime Laboratory in New Mexico, April 14 – 19, 2024. Travel is funded by ANAB and at no cost to the County.

SEE ATTACHMENTS ON PAGES 360 - 360

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

VISITORS CENTER:

- (a). Consider and possibly approve Jefferson County Tourism Committee formally tabled Fall 2023 Hotel Occupancy Tax allocation recommendation.

	Requested	Recommendation
Lion Hearted Boxing	\$10,000	
\$4,000		

NO ATTACHMENTS

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Special, October 25, 2023

There being no further business to come before the Court at this time, same is now here adjourned on this date, October 25, 2023.

Contract for Janitorial Services

THIS AGREEMENT (the “Agreement”) is entered into this ____ day of _____, 2023, by and between **Jefferson County**, (hereinafter known as the “Client”) and **Southeast Texas Building Services, Inc.**, (hereinafter referred to as “SETBS”). This contract shall henceforth be referred to as Contract No. RFP 23-052/MR, Janitorial Services for Jefferson County. SETBS is now bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specifications, amendments, etc., and SETBS’ Offer as accepted by Client. The parties mutually agree as follows:

1. Client shall grant SETBS access to the premises and its surroundings during regular business hours and other mutually agreed-upon times. Therefore, services shall be performed on a schedule to which the parties agree.
2. SETBS shall provide all labor, equipment and products to complete the cleaning work and will perform all services necessary as instructed by the Client to carry out the work in the highest standards possible. If the Client is to provide their own equipment and supplies, the following equipment and supplies shall be made available to SETBS:
3. Client shall pay SETBS for services rendered as a one-time fee or on a monthly basis per invoice(s) submitted as outlined below:

Item 1: Jefferson County Courthouse (historic)	\$ 86,618.00 Annually
Item 2: Jefferson County Courthouse (new)	\$105,703.00 Annually
Item 3: Courthouse (historic/new) & Annexes I, II & IV	\$ 26,000.00 Annually
Item 4: Jefferson County Sheriff’s Dept	\$ 21,000.00 Annually
Item 5: Jefferson County Annex I	\$ 20,000.00 Annually
Item 6: Jefferson County Annex II	\$ 12,385.00 Annually
Item 7: Jefferson County Annex IV	\$ 20,400.00 Annually
Item 8: Subcourthouse – Port Arthur	\$ 20,000.00 Annually
Item 9: Annex I – Port Building	\$ 12,000.00 Annually
Item 10: Annex II – Public Health Dept	\$ 18,000.00 Annually
Item 11: Subcourthouse, Annex I & Annex II (PA)	\$ 10,000.00 Annually
Item 12: Minnie Rogers Juvenile Justice	\$ 27,000.00 Annually
Item 13: Airport – Main Terminal	\$ 50,000.00 Annually
Item 14: Airport – Main Terminal	\$ 7,220.00 Annually
Item 15: Mid-County Office Bldg & Pct 2 Service Ctr	\$ 16,000.00 Annually
Item 16: Mid-County Tax Office	\$ 10,000.00 Annually
Item 17: Hamshire Building	\$ 13,000.00 Annually
Item 18: Pct 1 Service Ctr	\$ 5,200.00 Annually
Item 19: Pct 2 Service Ctr	\$ 6,240.00 Annually
Item 20: Pct 3 Service Ctr	\$ 1,950.00 Annually

4. Services to be performed by SETBS include, but are not limited to, vacuuming of carpets and rugs, dusting and polishing of furniture and decorations, cleaning of hard-surfaced floors, toilets,

sinks and water fixtures, removal of trash from interior trash containers to outdoor dumpster or other disposal container located on Client's premises.

5. The term of this Agreement shall be for an initial period of one (1) year with four possible one (1) year options to renew commencing on the 18th day of **November, 2023**, and shall terminate on the 17th day of **November, 2024**. This Agreement may be renewable by the Client and SETBS upon the date of termination.

6. Either party may terminate this Agreement with a 30-day written notice to the other party. Any payment for services owed by Client shall be due and payable at the time this Agreement is terminated.

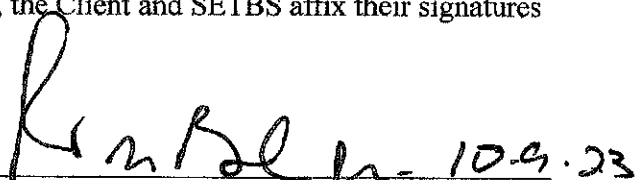
In witness to this Agreement and to its terms, the Client and SETBS affix their signatures below:

Client Signature Date

Client Printed Name

Client Address

City State Zip Code


Signature Date 10.9.23

Southeast Texas Building Services, Inc.
3304 Spurlock Road
Nederland, Texas 77627

ATTEST:

Roxanne Acosta-Hellberg, County Clerk

Submission for:

RFP 23-052/MR

Janitorial Services for Jefferson County

EIN: 74-1684675

Offeror:

Southeast Texas Building Services, Inc.

3304 Spurlock

Nederland, Texas 77627

(409) 722-4900 – Main

(409) 722-0900 – Fax

setxbldgsvc@gmail.com

Contact Person: Robert L. Bodin, Jr.

Date Proposal Submitted:

September 11, 2023



SOUTHEAST TEXAS BUILDING SERVICES, INC.
3304 Spurlock Road ♦ P. O. Box 1562 ♦ Nederland, Texas ♦ 77627
(t) 409-722-4900 ♦ (f) 409-724-0900
setxbldgsvc@gmail.com
Est. 1964

September 11, 2023

Transmittal Letter

Re: RFP 23-052/MR – Janitorial Services for Jefferson County, Texas

Southeast Texas Building Services, Inc. is pleased to submit its bid proposal in response to your Request dated August 1, 2023. We commit to provide the services required by the County and accept the terms and conditions stated in RFP 23-052/MR. Our proposal is valid for ninety (90) days beginning on September 13, 2023, the deadline for delivery of proposals to the County.

We believe Southeast Texas Building Services, Inc. to be the most qualified Proposer due to our longevity in this sect of business (since 1964), our ability to maintain like-accounts for 10+ years, and hiring quality employees that are trained and equipped to execute an excellent job. Furthermore, we are local to Jefferson County which enables our team to be “hands on” whenever issues arise that are in need of addressing.

Again, we appreciate the opportunity to Bid on this contract and would be extremely pleased to have this work awarded to Southeast Texas Building Services, Inc.

Respectfully,

A handwritten signature in black ink, appearing to read "Robert L. Bodin, Jr.", written over a horizontal line.

Robert L. Bodin, Jr., Vice President

EXECUTIVE SUMMARY

Southeast Texas Building Services, Inc.

The business was founded in 1964 by Robert L. Bodin, Sr. and known as Jiffy Window Cleaning Company. Due to the growth and array of janitorial services provided, the name was changed to Southeast Texas Building Services, Inc. in 1990.

Our "intention statement" outlines our commitment to providing quality services to our customers. We value our employees and intend on compensating them above and beyond minimum wage in order to cultivate longevity of employment with us.

Our "position statement" describes our attitude towards management, supervision and the custodians. We believe that success and a "job well done" begins with management.

Southeast Texas Building Services, Inc. states that it has not had any legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Offeror and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Offeror and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.

Our management staff consists of individuals with extensive years in their areas of expertise as outlined in the "Resume" of Management Team".

The company organizational chart breaks down each individual involved in the foundation, building and continued success of Southeast Texas Building Services, Inc.

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Bid Proposal for RFP 23-052/MR

- I. Offeror Identifying Information
- II. Intention Statement
- III. Position Statement
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- V. Organizational Chart
- VI. Experience Statement

Offeror Identifying Information

Southeast Texas Building Services, Inc.

3304 Spurlock

Nederland, Texas 77627

(409) 722-4900 – Main

(409) 724-0900 – Fax

Website:

www.setxbuild.com

Email:

setxbldgsvc@gmail.com

Contacts:

Robert L. Bodin, Jr. (overseeing overall fulfillment of Contract)

Julie K. Cobb (contact for invoicing, PO changes)

EIN: 74-1684675

(corporation, incorporated in Texas)

Jefferson County Vendor No. 143087

Financial Stability:

Southeast Texas Building Services, Inc. has excellent financial stability, carries very little debt and pays all bills on time. We are more than capable to perform the functions required by the RFP.

INTENTION STATEMENT

Southeast Texas Building Services, Inc.

Southeast Texas Building Services, Inc. does hereby propose and agree to perform services and related work as outlined in your request for proposal for custodial services as defined in your RFP 23-052/MR.

Our intended performance can be summed up in one word – QUALITY. The term “quality” in the cleaning industry is the ability to meet the customer’s expectations and needs. However, in management, it is seen as “meeting the customer’s **requirements**”.

Our commitment is to deliver the highest quality in every aspect of our business, starting with top management all the way to new hires. All custodians are expected to bring their best to work: attitude, work ethic, leadership and promotion of safety.

Therefore, we intend to continue to compensate our tenured custodians at an above-average rate of pay along with periodic increases in pay. All tenured custodians will enjoy paid holidays (that coincide with the County holiday schedule) upon the start of the new contract.

POSITION STATEMENT

Southeast Texas Building Services, Inc.

Management

“the buck stops here”

Ultimately, this team is responsible for the overall success of the mission. Management is key in promoting excellence in quality, superior workmanship, solid leadership, pertinent programs/procedures and the successful implementation of these components.

Supervision

“The Coach”

The supervisor is responsible for the overall performance of the custodians. The supervisor is responsible for the implementation of programs and procedures set forth by management. The supervisor is to lead by example, provide solid solutions, inspect, train, direct, facilitate and guide custodians. On the other side, the supervisor acts as a liaison between the custodian and the customer, acting in strict accordance to the customer’s specifications.

Custodians

“The A Team”

Custodians are responsible for the execution of duties set forth by the customer’s specifications, to perform at their highest level, lead by example to their co-workers, follow the lead of their supervisor and management team, promote excellence in cleaning and deliver quality service to our customers.

RESUME' OF MANAGEMENT TEAM

Southeast Texas Building Services, Inc.

ROBERT LESLIE BODIN, JR., Vice President

(employed with Southeast Texas Building Services, Inc. since 1985)

38 years Janitorial Experience

Professional Window Cleaner

Experienced in Floor & Carpet Care & Proper Cleaning Techniques

Responsible for the day-to-day Operations

JULIE KAYE COBB, Office Manager

(employed with Southeast Texas Building Services, Inc. since 2018)

35 years of Office Administration Experience

Responsible for all aspects of office management including Human Resources,
Payroll, Billing, Accounts Payable and Bookkeeping

ORGANIZATIONAL CHART

Southeast Texas Building Services, Inc.

Southeast Texas Building Services, Inc. (originally Jiffy Window Cleaning Company) was established in 1964 by Robert L. Bodin. The window cleaning business evolved through the years into a successful commercial janitorial service. To reflect this growth, Mr. Bodin changed the name of his company in 1990 to reflect the diversity of his business.

JOYCE A. BODIN

Owner/President

ROBERT L. BODIN, JR.

Vice President

JULIE COBB

Office Manager

CHRISTOPHER CALLIHAM

Field Supervisor



SOUTHEAST TEXAS BUILDING SERVICES, INC.
3304 Spurlock Road ♦ P. O. Box 1562 ♦ Nederland, Texas ♦ 77627
(t) 409-722-4900 ♦ (f) 409-724-0900
setxbldgsvc@gmail.com
Est. 1964

EXPERIENCE STATEMENT

Confidential References

City of Beaumont
Brenda Dean/Purchasing (409) 880-3720
801 Main Street, Suite 315, Beaumont, TX, 77701
6 locations – 18 years of service as direct Provider

Gulf Employees Credit Union
Stephanie Adams (409) 960-6130
5140 W. Parkway Street, Groves, TX, 77619
4 locations – 14 years of service as direct Provider

Coastal Welding Supply
Thomas Johnson/Comptroller (409) 838-3757
2155 IH10 East, Beaumont, TX, 77701
4 locations – 16 years of service as direct Provider

Neches Federal Credit Union
Vickie Conkle/VP (409) 722-1174
676 Magnolia, Port Neches, TX, 77651
6 locations – 17 years of service as direct Provider

Sabine Pilots
Shana Lang/Office Manager (409) 722-3126
2605 Jimmy Johnson Blvd., Port Arthur, TX, 77640
24 years of service as direct Provider



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

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

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 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

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, 1st Floor
Beaumont, Texas 77701

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

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

Handwritten signature of Deborah Clark

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
August 2, 2023 & August 9, 2023

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PROPOSAL SUBMITTAL CHECKLIST

REQUIRED FORM

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

Southeast Texas Building Services, Inc.

Company

3304 Spurlock Road, Nederland, Texas, 77627

Address

Robert L. Bodin, Jr.

Authorized Representative (Please print)

Authorized Signature

(409) 722-4900

Telephone Number

(409) 724-0900

Fax Number

Vice President

Title

9/11/23

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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 Contractor's response to the RFP.

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

PROPOSER: INSERT COPY OF SAM.GOV REGISTRATION.



SOUTHEAST TEXAS BUILDING SERVICES, INC.

Unique Entity ID GRWLPP93K4Q9	CAGE / NCAGE 3AVY9	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Aug 24, 2024	
Physical Address 3304 Spurlock RD Nederland, Texas 77627-6429 United States	Mailing Address P.O. Box 1562 Nederland, Texas 77627-1562 United States	

Entity Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District Texas 14	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Sep 6, 2023	Submission Date Aug 25, 2023	Initial Registration Date Aug 6, 2002
---------------------------------------	--	---

Entity Dates

Entity Start Date Oct 15, 1964	Fiscal Year End Close Date Jun 30
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

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

Not Selected

Active Exclusions Records?

No

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

Yes

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Women-Owned Small Business
Women-Owned Business

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

Accepts Credit Card Payments No	Debt Subject To Offset No
---	-------------------------------------

EFT Indicator 0000	CAGE Code 3AVY9
------------------------------	---------------------------

Electronic Funds Transfer

Account Type Checking	Routing Number ****7636	Lock Box Number (blank)
Financial Institution NECHES FEDERAL CREDIT UNION	Account Number ****17752	

Automated Clearing House

Phone (U.S.) 4097221174	Email setxbldgsvc@gmail.com	Phone (non-U.S.) (blank)
Fax (blank)		

Remittance Address

Southeast Texas Building Services Inc
PO Box 1562
Nederland, Texas 77627
United States

EIN ****4675	Type of Tax Applicable Federal Tax	Taxpayer Name SOUTHEAST TEXAS BUILDING SERVICES INC
------------------------	--	---

Tax Year (Most Recent Tax Year) 2022	Name/Title of Individual Executing Consent Vice President	TIN Consent Date Aug 25, 2023
--	---	---

Address 3304 Spurlock RD Nederland, Texas 77627	Signature ROBERT BODIN
---	----------------------------------

Accounts Receivable POC

Julie Cobb

setxbldgsvc@gmail.com
4097224900

Electronic Business

♀
Julie Cobb
setxbldgsvc@gmail.com
4097224900

3304 Spurlock Road
Nederland, Texas 77627
United States

Dana Blackwell
setbs@sbcglobal.net
4097224900

3304 Spurlock Road
Nederland, Texas 77627
United States

Government Business

♀
Robert Bodin
setxbldgsvc@gmail.com
4097224900

3304 Spurlock Road
Nederland, Texas 77627
United States

Robert Bodin
setbs@sbcglobal.net
4097224900

3304 Spurlock Road
Nederland, Texas 77627
United States

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	561720	Janitorial Services
	561740	Carpet And Upholstery Cleaning Services

IGT Size Metrics

Annual Revenue (from all IGTs)
(blank)

Worldwide

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$1,300,000.00	70

Location

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
(blank)	(blank)

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)

ED Information

This entity did not enter the EDI information

Disaster Response Registry

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
Texas	TX: Jefferson	TX: Beaumont-Port Arthur

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

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

PROPOSER: 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

Certificate Number:
2023-1056861

Date Filed:
08/08/2023

Date Acknowledged:

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

Southeast Texas Building Services, Inc.
Nederland, TX United States

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

Jefferson County, Texas

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

RFP 23-052/MR
Janitorial Services for Jefferson County, Texas

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	BODIN, JOYCE	Nederland, TX United States	X	
	Bodin, Jr., Robert	Nederland, TX United States	X	

5 Check only if there is NO interested Party.

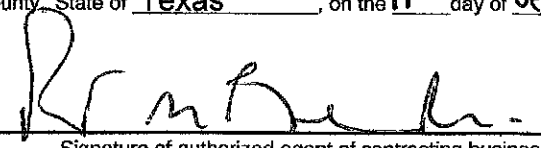
6 UNSWORN DECLARATION

My name is Robert L. Bodin, Jr., and my date of birth is 05/31/1967.

My address is 3280 Spurlock Road, Nederland, TX, 77627, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 11th day of September, 2023.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

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

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



SOUTTEX01C

TADAMS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2023

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 INSURICA TX Insurance Services, Inc. 6011 Garth Road, Suite A Baytown, TX 77521	CONTACT NAME: Yolanda Joseph, ACSR	
	PHONE (A/C, No, Ext): (281) 421-3768	FAX (A/C, No): (866) 652-9381
E-MAIL ADDRESS: Yolanda.Joseph@INSURICA.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Columbia Mutual Insurance Company		40371
INSURER B : Texas Mutual Insurance Company		22945
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED

Southeast Texas Building Service, Inc.
 P.o. Box 1562
 Nederland, TX 77627

COVERAGES **CERTIFICATE NUMBER:** **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 CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER:			CMPTX0000011485	8/30/2022	8/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CAPTX0000011485	8/30/2022	8/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUPTX0000011485	8/30/2022	8/30/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NF) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	0001130690	5/1/2023	6/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Jefferson County is Additional Insured if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY INSURICA TX Insurance Services, Inc.		NAMED INSURED Southeast Texas Building Service, Inc. P.o. Box 1562 Nederland, TX 77627	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

ENDORSEMENTS

ADDITIONAL INSURED WORDING

The General Liability policy Includes a blanket automatic 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. Primary and Non-Contributory is included.

The Automobile policy includes a blanket automatic 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.

WAIVER OF SUBROGATION WORDING

The General Liability, Automobile & Workers Compensation policies includes 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 it

Umbrella Policy is Follow Form over General Liability, Auto and Workers Compensation policies, subject to policy terms/conditions/exclusions.

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

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

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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,

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

	<p>suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671q</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>). as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671q</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	2 CFR 200 APPENDIX II (H)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated</p>	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 <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	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 <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or</p>	

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

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

	<p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

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

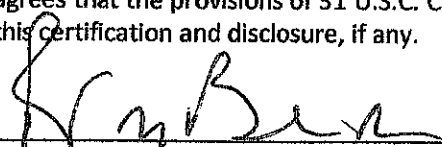
BYRD ANTI-LOBBYING CERTIFICATION

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



Signature of Contractor's Authorized Official

Robert L. Bodin, Jr.

Name and Title of Contractor's Authorized Official

9/11/23

Date

<p>REQUIRED FORM Proposer: Please complete this form and include with proposal submission.</p>
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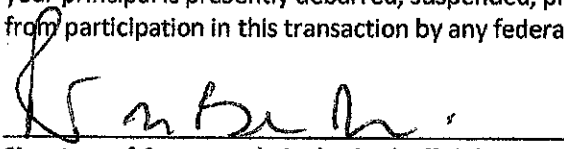
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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



Signature of Contractor's Authorized Official

Robert L. Bodin, Jr.
Name and Title of Contractor's Authorized Official

9/11/23
Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

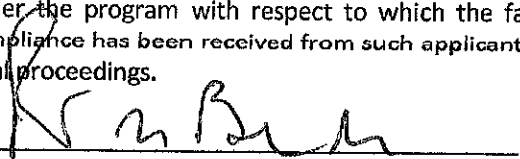
8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive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

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

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

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

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



Signature of Contractor's Authorized Official

Robert L. Bodin, Jr.

Name and Title of Contractor's Authorized Official

9/11/23

Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and (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 NOT be bound by staples or glued spines.

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

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

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 or box shall also include the RFP Number, RFP Name, RFP Due Date, and the Respondent's Name and Address; and shall be addressed to the Purchasing Agent.

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

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

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: mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us.

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 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 disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

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

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

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 re-bid.

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 be 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)
Chamois	Mop presses	Wall brushes
Counter brushes	Porcelain cleaner	Wax cleaner
Detergents	Putty Knives	Waxes
Disinfectants	Rubber gloves	Buckeye Brand Castleguard
Dispensers	Scouring powder	Non-Skid Wax or approved
Dust cloths	Soap	equivalent for floors
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 10% of location invoice per occurrence. 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.

	<u>Immediate Notices</u>	<u>Notices by Mail</u>
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

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
 - brooms, dust and dry mop, wet mop, bowl mops
 - buffers & carpet cleaner
 - interior and exterior window cleaning equipment
 - rags, wipes, etc
- Any and all supplies necessary to clean the Airport Main Terminal, including but not limited to:
 - Neutral floor cleaner
 - Cleaner and disinfectant for: sinks, toilets, counter tops, windows, etc
 - Scented urinal screens
 - 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, Annex II, and Annex IV	9:30 am – 2:00 pm 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

	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							
Clean glass interior and exterior							
Sweep stairs/landings and mop							
Clean bathroom – clean sinks/toilets/urinals, replace tissues/towels/soap, empty trash, sweep/mop floors							
Dust all furniture							

Sample

--

Contractor

--	--

Supervisor

Date

ROUTINE MAINTENANCE PROBLEM REPORT

--	--	--

Please Print Name

Authorized Signature

Date

--	--

Department*

Report Date

--

Problem Location

1.	Lights burned out.
2.	Drain clogged.
3.	Toilet malfunction.
4.	Electrical outlet malfunction.
5.	Item(s) broken, missing, etc.
6.	
7.	
8.	
9.	
10.	
11.	

Sample

*Report each maintenance problem **daily**.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. 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.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **Page 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 and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

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

b. IMPLEMENTATION PLAN – 25%

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

c. PROPOSER QUALIFICATIONS – 25%

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

d. PERSONNEL QUALIFICATIONS – 15%

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

e. COST OF PROFESSIONAL SERVICES – 20%

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

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 23-052/MR
RFP TITLE: Janitorial Services for Jefferson County
RFP DUE BY: 11:00 am CT, Wednesday, September 13, 2023
ADDENDUM NO.: 1
ISSUED (DATE): August 28, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission. If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Change to Cost Proposal Form and answers to vendor questions.

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:
Julie K. Cobb (Witness)
[Signature] (Witness)

[Signature]
Authorized Signature (Respondent)
Vice President
Title of Person Signing Above
Robert L. Bodin, Jr.
Typed Name of Business or Individual

Approved by _____ Date: _____

3304 Spurlock Rd., Nederland, TX 77657
Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. The revised Cost Proposal Form is attached as Attachment A.
2. Questions
 - a. Question: Are there any Bonds.
Answer: No.
 - b. Question: Current Contract Price:
Answer: Current pricing is shown in attachment B.
 - c. Question: Current Vendor?
Answer: Southeast Texas Building Services, Inc.
 - d. Question: Could you please provide us with a copy of the floor plan for each facility that needs service?
Answer: We don't have floor plans for all the facilities.
 - e. Question: I'm not sure if you can answer this question for me but on the cost proposal form, it is asking for a price per square foot...the problem is that it doesn't state whether this is based on the annual amount, the weekly amount or the daily amount. It changes the price per sq foot depending on which amount you use. I'd think it should be based off the daily cleaning rate. Is that something you can answer for me?
Answer: The price per square foot is based on the monthly rate.

**Attachment A
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	\$ 0.0625	\$333.15	\$1,665.73	x 52	\$ 86,618
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	\$0.0625	\$406.55	\$2,032.75	x 52	\$ 105,703
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	\$0.0084	\$100.00	\$500.00	x 52	\$ 26,000
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	\$0.1420	\$80.77	\$ 403.85	x 52	\$21,000
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	\$0.0524	\$128.21	\$384.62	x 52	\$ 20,000
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	\$ 0.0600	\$79.39	\$238.17	x 52	\$ 12,385

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	\$0.0850	\$78.46	\$392.31	x 52	\$20,400
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	\$0.1083	\$76.92	\$384.62	x 52	\$20,000
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	\$0.1843	\$46.15	\$230.77	x 52	\$12,000
10	Annex II – Public Health Dept 800 – 4 th 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	\$0.1049	\$69.23	\$346.15	x 52	\$18,000
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	\$0.0237	\$38.46	\$192.31	x52	\$10,000
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	\$0.1751	\$103.85	\$519.23	x 52	\$27,000
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	\$0.2128	\$160.26	\$961.54	x 52	\$50,000

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	\$0.0307	\$138.85	\$ 138.85	x 52	\$7,220
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	\$0.2178	\$61.54	\$307.69	x 52	\$16,000
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	\$0.3365	\$38.46	\$192.31	x 52	\$10,000
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	\$ 0.3790	\$ 50.00	\$ 250.00	x52	\$13,000
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	\$0.1693	\$100.00	\$100.00	x52	\$ 5,200
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	\$0.2772	\$60.00	\$ 120.00	x52	\$6,240

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 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	\$0.0228	\$75.00	\$75.00 bi-weekly \$37.50 weekly	X26	\$ 1,950
21	Precinct 4 Service Center 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	\$	\$	\$	X52	\$

Offeror Must Complete and Return This Page With Offer.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Attachment B

CURRENT PRICING

RFP 18-034/YS

Janitorial Services for Jefferson County

Awarded: October 22, 2018

Effective: November 23, 2018

Renewal 1: 11/22/2019-11/21/2020

Renewal 2: 11/21/2020-11/20/2021

Renewal 3: 11/20/2021 – 11/19/2022

Renewal 4: 11/19/2022 – 11/18/2023

updated: 11/01/2022

Vendor: Southeast Texas Building Service, Inc.

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 Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 7; Elevators: 3 Sq Ft: 115,490 To be serviced: 5days/week	0.0621	\$330.77	\$1,653.85	X52	\$86,000.00
2	Jefferson County Courthouse (New) 1001 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 3; Elevators: 3 Sq Ft: 140,937 To be serviced: 5days/week	0.0592	\$384.62	\$1,923.08	X52	\$100,000.00
3	Jefferson County Sheriff's Dept. 1001 Pearl Street, Beaumont One employee must be on site Mon-Fri, 8:00am-noon Floors: 2; Elevators: 1 Sq Ft: 12,320 To be serviced: 5days/week	0.1691	\$96.15	\$480.77	X52	\$25,000.00
4	Jefferson County Annex I 215 Franklin Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 0 Sq Ft: 31,784 To be serviced: 3days/week	0.0656	\$160.26	\$480.77	X52	\$25,000.00
5	Jefferson County Annex II 1295 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 0 Sq Ft: 17,197 To be serviced: 3day/week	0.06	\$79.37	\$238.11	X52	\$12,381.84

Item	Service Location	Unit Price Per Sq Ft	Unit Price Per Visit	Extended Weekly Price	Weeks per Year	Extended Annual Total
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 1 Sq Ft: 20,000 To be serviced: 5days/week	0.1042	\$96.15	\$480.77	X52	\$25,000.00
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV - day service One employee (day porter) must be on site Mon-Fri, 9:30am-2:00pm Floors: 7; Elevators: 8 To be serviced: 5days/week	N/A	\$120.00	\$600.00	X52	\$31,200.00
8	Subcourthouse 525 Lakeshore Drive, Port Arthur Mon-Fri, 5:30pm-12:00 midnight Floors: 2; Elevators: 2 Sq Ft: 15,394 To be serviced: 5days/week	0.183	\$130.00	\$650.00	X52	\$33,800.00
9	Annex I - Port Building 900 Fourth Street, Port Arthur Mon-Fri, 5:30pm-12:00 midnight Floors: 2; Elevators: 1 Sq Ft: 5,426 To be serviced: 5days/week	0.2995	\$75.00	\$375.00	X52	\$19,500.00
10	Annex II- Public Health Department 800 - Fourth Street, Port Arthur Mon-Fri, 4:00pm-11:00pm Floors: 1; Elevators: 0 Sq Ft: 14,300 To be serviced: 5days/week	0.1515	\$100.00	\$500.00	X52	\$26,000.00
11	Minnie Rogers Juvenile Justice 5326 Highway 69S, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 12,850 To be serviced: 5days/week	0.2024	\$120.00	\$600.00	X52	\$31,200.00
12	Airport - Main Terminal 6000 Airline Drive, Beaumont At least one employee must be on site Sun- Fri, 8:00am-8:00pm Floors: 1; Elevators: 0 Sq Ft: 19,579 To be serviced: 6days/week	0.1859	\$140.00	\$840.00	X52	\$43,680.00
13	Airport - Main Terminal 6000 Airline Drive, Beaumont At least one employee must be on site Sat, 8:00am-3:00pm Floors: 1; Elevators: 0 To be serviced: 1day/week	0.031	\$140.00	\$140.00	X52	\$7,280.00

Item	Service Location	Unit Price Per Sq Ft	Unit Price Per Visit	Extended Weekly Price	Weeks per Year	Extended Annual Total
14	Mid-County Office Building 7759 Viterbo Road, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 6,120 To be serviced: 5days/week	0.2655	\$75.00	\$375.00	X52	\$19,500.00
15	Mid-County Tax Office 4605 Jerry Ware Drive, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 3,255 To be serviced: 5days/week	0.4375	\$65.39	\$326.92	X52	\$17,000.00
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 1,876 To be serviced: 2days/week	0.1848	\$40.00	\$80.00	X52	\$4,160.00
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30pm-12:00mid Floors: 1; Elevators: 0 Sq Ft: 2,858 To be serviced: 5days/week	0.4549	\$60.00	\$300.00	X52	\$15,600.00
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00am-5:00pm Floors: 1; Elevators: 0 To be serviced: 1 day/bl-weekly	N/A	\$30.00	N/A	X26	\$780.00
19	Subcourthouse, Annex I, and Annex II (Port Arthur) One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00am-5:00pm Sq Ft (combined): 35,120	0.0617	\$100.00	\$500.00	X52	\$26,000.00
20	Precinct 1 Service Center 20205 West Highway 90, China TX Thursday (once a week) , between 9am and 3pm Floors: 1; Elevators: 0	N/A	\$75.00	\$75.00	X52	\$3,900.00
21	Precinct 4 Service Center 7780 Boyt Rd., Beaumont, TX 77713 Monday, Wednesday and Friday 9:00 am to 12:00 pm To be serviced 3 days/week	N/A	\$130.00	\$390.00	X52	\$18,720.00
TOTAL						\$571,701.84

Southeast Texas Building Service, Inc.

3304 Spurlock

Nederland TX 77627

attn: Robert Bodin, Jr.

setxbldgsvc@gmail.com

ph: 409-722-4900/fx: 409-724-0900



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 23-052/MR
RFP TITLE: Janitorial Services for Jefferson County
RFP DUE BY: 11:00 am CT, Wednesday, September 13, 2023
ADDENDUM NO.: 2
ISSUED (DATE): September 6, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission. If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness signatures: Julie K. Call... and [Signature]

Authorized Signature (Respondent): [Signature]
Vice President
Title of Person Signing Above
Robert L. Bodin, Jr.
Typed Name of Business or Individual

Approved by ___ Date: _____

3304 Spurlock Rd., Nederland, TX, 77627
Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. Questions

- a. Question: Section 4.2 Organization of Proposal Contents clearly outlines the format in which proposals are to be submitted, however this format does not provide space for respondents to address items b. and c. of Section 7.5 Proposal Evaluation Criteria, nor does it provide space for a response to the Proposal Submittal Checklist item regarding legal claims. Where in the prescribed Organization of Proposal Contents shall respondents include information to address Section 7.5 items b and c and the legal claims portion of the Proposal Submittal Checklist?

Answer: Item G of section 4.2 states: "Copy of RFP Specifications and any Addenda in their entirety. (Note: All forms should be completed, and any information requested should be inserted/included)." All requested information should be included in this section.

- b. Question: What is the current contracted value of these services?

Answer: See Addendum 1 Attachment B.

- c. Question: Is there a HUB subcontractor goal for this contract? If so, what is it?

Answer: No

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 th 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	\$
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	\$
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 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	\$	\$	\$	X26	\$
21	Precinct 4 Service Center 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	\$	\$	\$	X52	\$

Offeror Must Complete and Return This Page With Offer.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

Robert L. Bodin, Jr.

By: 
Title: Vice President

Date: 9/11/23

REQUIRED FORM

Proposer:

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-052/MR) Janitorial Services for Jefferson County

Proposer's Company/Business Name: Southeast Texas Building Services, Inc.

Proposer's TAX ID Number: 74-1684675

If Applicable: HUB Vendor No. N/A DBE Vendor No. N/A

Contact Person: Robert L. Bodin, Jr. Title: Vice President

Phone Number (with area code): (409) 722-4900

Alternate Phone Number if available (with area code): (409) 289-1095

Fax Number (with area code): (409) 724-0900

Email Address: setxbldgsvc@gmail.com

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

3304 Spurlock Road

Address

Nederland, Texas, 77627

City, State, Zip Code

REQUIRED FORM

Proposer:

Please complete this form and
include with proposal submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: City of Beaumont

Address: 801 Main Street, Suite 315, Beaumont, Texas, 77701

Contact Person and Title: Brenda Dean, Purchaser

Phone: (409) 880-3720

Fax: _____

Email Address: brenda.dean@beaumonttexas.gov

Contract Period: 2005 to present

Scope of Work: providing custodial, flooring and carpet services

REFERENCE TWO

Government/Company Name: Sabine Pilots

Address: 2605 Jimmy Johnson Blvd., Port Arthur, Texas, 77640

Contact Person and Title: Peter Kolp, Manager

Phone: (409) 722-3126

Fax: _____

Email Address: pkolp@sabinepilots.com

Contract Period: 1999 to present

Scope of Work: providing custodial, flooring and carpet services

REFERENCE THREE

Government/Company Name: Neches Federal Credit Union

Address: 676 Magnolia, Port Neches, Texas, 77651

Contact Person and Title: Vickie Conkle, Vice President

Phone: (409) 722-1174

Fax: _____

Email Address: vconkle@nechesfcu.org

Contract Period: 2006 to present

Scope of Work: providing custodial, flooring and carpet services

SIGNATURE PAGE

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

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

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

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

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

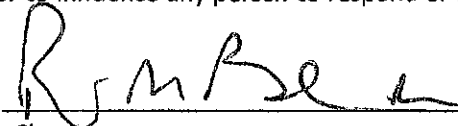
Southeast Texas Building Services, Inc.
RFP Respondent (Entity Name)

3304 Spurlock Road
Street & Mailing Address

Nederland, Texas, 77627
City, State & Zip

(409) 722-4900
Telephone Number

setxbldgsvc@gmail.com
E-mail Address


Signature

Robert L. Bodin, Jr.
Print Name

9/11/23
Date Signed

(409) 724-0900
Fax Number

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

CERTIFICATION REGARDING LOBBYING

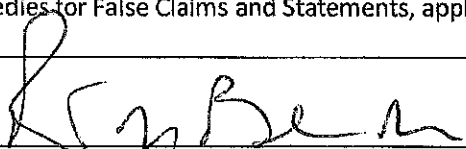
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


Signature of Contractor's Authorized Official
Robert L. Bodin, Jr., Vice President
Name and Title of Contractor's Authorized Official (Please Print)
9/11/23
Date

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

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

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

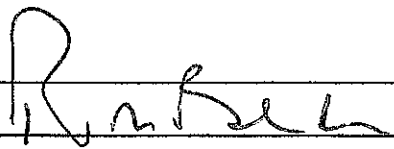
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

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: <u>n/a</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: <u>n/a</u> a. bid/offer/application b. initial award c. post-award	Report Type: <u>n/a</u> a. initial filing b. material change
Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ___ if Known: n/a Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: n/a Congressional District, if known:	
Federal Department/Agency: n/a	7. Federal Program Name/Description: n/a CFDA Number, if applicable: _____	
Federal Action Number, if known: n/a	9. Award Amount, if known: \$ n/a	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): n/a	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): n/a	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Robert L. Bodin, Jr.</u> Title: <u>Vice President</u> Telephone No.: <u>(409) 722-4900</u> Date: <u>9/11/23</u>	
<p align="center">Federal Use Only</p>	<p align="center">Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</p>	

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

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

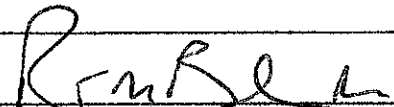
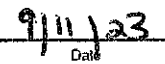
(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
	Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p align="center">Southeast Texas Building Services, Inc.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p align="center">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">NONE</p> <p align="center">_____ Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p align="center"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </div> <div style="text-align: center;">  _____ Date </div> </div>		

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

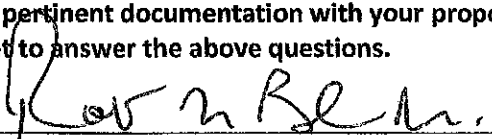
Instructions: In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains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

Did the Prime Contractor/Consultant . . .

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

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

Robert L. Bodin, Jr.
Printed Name of Authorized Representative


Signature

Vice President
Title

9/11/23
Date

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

Notice of Intent (NOI) to Subcontract with

If awarded this contract, Southeast Texas Building Services, Inc. will be using our own employees and not a sub-contractor to perform services as stated in the specifications of this solicitation. **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).

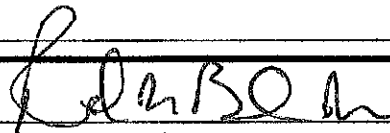
Yes No

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

Contractor Name: _____ HUB: p Yes p No
Address: _____
Street City State Zip
Phone (with area code): _____ Fax (with area code): _____
Project Title & No.: _____
Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____
HUB Status (Gender & Ethnicity): _____
Certifying Agency: Tx. Bldg & Procurement Comm. Jefferson County Tx Unified Certification Prog.
Address: _____
Street City State Zip
Phone (with area code): _____ Fax (with area code): _____
Proposed Subcontract Amount: \$ _____ Percentage of Prime Contract: _____ %
Description of Subcontract Work to be Performed: _____

Robert L. Bodin, Jr.
Printed Name of Contractor Representative


Signature of Representative

9/11/23
Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

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

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

Page 1 of 4

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

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

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

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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


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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Robert L. Bodin, Jr.

Title: Vice President

Signature: 

Date: 9/11/23

E-mail address: setxbldgsvc@gmail.com

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

Name (print or type): Julie K. Cobb

Title: Office Manager

Date: 9/11/23

E-mail address: setxbldgsvc@gmail.com

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

RESIDENCE CERTIFICATION/TAX FORM

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

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

I certify that Southeast Texas Building Services, Inc. [company name] is a Resident Respondent of Texas as defined in Government Code §2252.001.

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

Taxpayer Identification Number (T.I.N.):	74-1684675
Company Name submitting bid/proposal/response:	Southeast Texas Building Services, Inc.
Mailing address:	P. O. Box 1562, Nederland, Texas, 77627
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
049401-000-068100-00000	3304 Spurlock Road, Nederland, Texas, 77627
063725-000-000630-00000	3304 Spurlock Road, Nederland, Texas, 77627

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

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

[Handwritten signature of Robert L. Bodin, Jr.]

Signature of Company Representative

9/11/23

Date

On this 11th day of September, 2023, personally appeared

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

Notary Seal

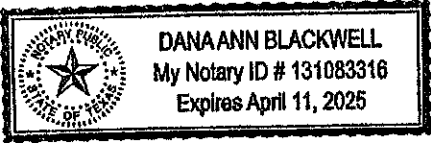
[Handwritten signature of Dana Ann Blackwell]

Notary Signature

9-11-23

Date

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



SENATE BILL 252 CERTIFICATION

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

Southeast Texas Building Services, Inc.

Company Name

RFP 23-052/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

Southeast Texas Building Services, Inc.

NAME OF BUSINESS

BY:

Robert L. Bodin, Jr.

SIGNATURE

Sworn to and subscribed before me

this 11th day of September, 2023

Robert L. Bodin, Jr., Vice President

NAME & TITLE, TYPED OR PRINTED

P. O. Box 1562

MAILING ADDRESS

Nederland, Texas, 77627

CITY, STATE, ZIP CODE

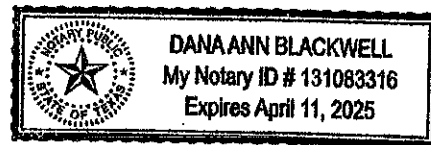
(409) 722-4900

TELEPHONE NUMBER

Dana Ann Blackwell
Notary Public

State of Texas

My Commission Expires: 4-11-25



REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Request for Proposal

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

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	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

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, 1st Floor
Beaumont, Texas 77701

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
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.

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

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

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

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

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

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

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

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

JEFFERSON COUNTY WILL CONFIRM RECEIPT OF COMPLETED HARD COPY WITH THE TEXAS ETHICS COMMISSION.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

Form provided by Texas Ethics Commission www.ethics.state.tx.us Revised 12/23/2017
 NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 23-052/MR) Janitorial Services for Jefferson County

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of “federally assisted construction contract” in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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,

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

	<p>suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3</u>, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u>, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671g.</u>) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671g</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u>) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	2 CFR 200 APPENDIX II (H)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated</p>	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 <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	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 <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or</p>	

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

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

	<p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(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;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(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</p> <p>(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.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(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.</p> <p>(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.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

Respondent is responsible for submitting: One (1) original and (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 NOT be bound by staples or glued spines.

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

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

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

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

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

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

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

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: mistey.reeves@jeffcotx.us or faxed at: 409-835-8456. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us.

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (Page 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 disqualification of the proposal.

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

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

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

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 re-bid.

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)
Chamois	Mop presses	Wall brushes
Counter brushes	Porcelain cleaner	Wax cleaner
Detergents	Putty Knives	Waxes
Disinfectants	Rubber gloves	Buckeye Brand Castleguard
Dispensers	Scouring powder	Non-Skid Wax or approved
Dust cloths	Soap	equivalent for floors
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 written e-mail.

Liquidated damages are set at 10% of location invoice per occurrence. 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.

	<u>Immediate Notices</u>	<u>Notices by Mail</u>
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

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
 - brooms, dust and dry mop, wet mop, bowl mops
 - buffers & carpet cleaner
 - interior and exterior window cleaning equipment
 - rags, wipes, etc
- Any and all supplies necessary to clean the Airport Main Terminal, including but not limited to:
 - Neutral floor cleaner
 - Cleaner and disinfectant for: sinks, toilets, counter tops, windows, etc
 - Scented urinal screens
 - 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, Annex II, and Annex IV	9:30 am – 2:00 pm 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

	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							
Clean glass interior and exterior							
Sweep stairs/landings and mop							
Clean bathroom – clean sinks/toilets/urinals, replace tissues/towels/soap, empty trash, sweep/mop floors							
Dust all furniture							

Sample

--

Contractor

--	--

Supervisor

Date

ROUTINE MAINTENANCE PROBLEM REPORT

--	--	--

Please Print Name

Authorized Signature

Date

--	--

Department*

Report Date

--

Problem Location

1.	Lights burned out.
2.	Drain clogged.
3.	Toilet malfunction.
4.	Electrical outlet malfunction.
5.	Item(s) broken, missing, etc.
6.	
7.	
8.	
9.	
10.	
11.	

Sample

*Report each maintenance problem **daily**.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

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

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

6.2 PROPOSER EXPERIENCE

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

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

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

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

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

6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. 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.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **Page 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 and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into

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

7.5 PROPOSAL EVALUATION CRITERIA:

a. RESPONSIVENESS – 15%

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

b. IMPLEMENTATION PLAN – 25%

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

c. PROPOSER QUALIFICATIONS – 25%

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

d. PERSONNEL QUALIFICATIONS – 15%

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

e. COST OF PROFESSIONAL SERVICES – 20%

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

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

COST PROPOSAL FORM:

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

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 th 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	\$
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	\$
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 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	\$	\$	\$	X26	\$
21	Precinct 4 Service Center 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	\$	\$	\$	X52	\$

Offeror Must Complete and Return This Page With Offer.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-052/MR) Janitorial Services for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ Title: _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

Proposer:

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)	Signature
Street & Mailing Address	Print Name
City, State & Zip	Date Signed
Telephone Number	Fax Number
E-mail Address	

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

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

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

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

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

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

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

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

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

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

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

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

(2) the vendor:

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

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

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

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

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

(3) has a family relationship with a local government officer of that local governmental entity.

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

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Date</p>						

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

Proposer intends to utilize subcontractors/sub-consultants in the fulfillment of this contract (if awarded).

Yes No

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

NOTE: NOTHING ON THIS NOTICE OF INTENT FORM IS INTENDED TO CONFER ANY RIGHTS, EXPRESSED OR IMPLIED, TO ANY THIRD PARTIES.

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

Page 1 of 4

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

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

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

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

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Page 4 of 4

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

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

Notary Public

State of _____

My Commission Expires: _____

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 23-052/MR
RFP TITLE: Janitorial Services for Jefferson County
RFP DUE BY: 11:00 am CT, Wednesday, September 13, 2023
ADDENDUM NO.: 1
ISSUED (DATE): August 28, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent’s sealed RFP response submission.** If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Change to Cost Proposal Form and answers to vendor questions.

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

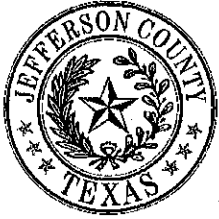
Approved by _____ Date: _____

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. The revised Cost Proposal Form is attached as Attachment A.
2. Questions
 - a. Question: Are there any Bonds.
Answer: No.
 - b. Question: Current Contract Price:
Answer: Current pricing is shown in attachment B.
 - c. Question: Current Vendor?
Answer: Southeast Texas Building Services, Inc.
 - d. Question: Could you please provide us with a copy of the floor plan for each facility that needs service?
Answer: We don't have floor plans for all the facilities.
 - e. Question: I'm not sure if you can answer this question for me but on the cost proposal form, it is asking for a price per square foot...the problem is that it doesn't state whether this is based on the annual amount, the weekly amount or the daily amount. It changes the price per sq foot depending on which amount you use. I'd think it should be based off the daily cleaning rate. Is that something you can answer for me?
Answer: The price per square foot is based on the monthly rate.

**Attachment A
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 th 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	\$
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	\$
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 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	\$	\$	\$	X26	\$
21	Precinct 4 Service Center 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	\$	\$	\$	X52	\$

Offeror Must Complete and Return This Page With Offer.

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

Attachment B

CURRENT PRICING

RFP 18-034/YS

Janitorial Services for Jefferson County

Awarded: October 22, 2018

Effective: November 23, 2018

Renewal 1: 11/22/2019-11/21/2020

Renewal 2: 11/21/2020-11/20/2021

Renewal 3: 11/20/2021 – 11/19/2022

Renewal 4: 11/19/2022 – 11/18/2023

updated: 11/01/2022

Vendor: Southeast Texas Building Service, Inc.						
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 Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 7; Elevators: 3 Sq Ft: 115,490 To be serviced: 5days/week	0.0621	\$330.77	\$1,653.85	X52	\$86,000.00
2	Jefferson County Courthouse (New) 1001 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 3; Elevators: 3 Sq Ft: 140,937 To be serviced: 5days/week	0.0592	\$384.62	\$1,923.08	X52	\$100,000.00
3	Jefferson County Sheriff's Dept. 1001 Pearl Street, Beaumont One employee must be on site Mon-Fri, 8:00am-noon Floors: 2; Elevators: 1 Sq Ft: 12,320 To be serviced: 5days/week	0.1691	\$96.15	\$480.77	X52	\$25,000.00
4	Jefferson County Annex I 215 Franklin Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 0 Sq Ft: 31,784 To be serviced: 3days/week	0.0656	\$160.26	\$480.77	X52	\$25,000.00
5	Jefferson County Annex II 1295 Pearl Street, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 0 Sq Ft: 17,197 To be serviced: 3day/week	0.06	\$79.37	\$238.11	X52	\$12,381.84

Item	Service Location	Unit Price Per Sq Ft	Unit Price Per Visit	Extended Weekly Price	Weeks per Year	Extended Annual Total
6	Jefferson County Annex IV 820 Neches, Beaumont Mon-Fri, 5:30pm-11:30pm Floors: 2; Elevators: 1 Sq Ft: 20,000 To be serviced: 5days/week	0.1042	\$96.15	\$480.77	X52	\$25,000.00
7	Courthouse (Historic & New) & Beaumont Annexes I, II, IV - day service One employee (day porter) must be on site Mon-Fri, 9:30am-2:00pm Floors: 7; Elevators: 8 To be serviced: 5days/week	N/A	\$120.00	\$600.00	X52	\$31,200.00
8	Subcourthouse 525 Lakeshore Drive, Port Arthur Mon-Fri, 5:30pm-12:00 midnight Floors: 2; Elevators: 2 Sq Ft: 15,394 To be serviced: 5days/week	0.183	\$130.00	\$650.00	X52	\$33,800.00
9	Annex I - Port Building 900 Fourth Street, Port Arthur Mon-Fri, 5:30pm-12:00 midnight Floors: 2; Elevators: 1 Sq Ft: 5,426 To be serviced: 5days/week	0.2995	\$75.00	\$375.00	X52	\$19,500.00
10	Annex II - Public Health Department 800 - Fourth Street, Port Arthur Mon-Fri, 4:00pm-11:00pm Floors: 1; Elevators: 0 Sq Ft: 14,300 To be serviced: 5days/week	0.1515	\$100.00	\$500.00	X52	\$26,000.00
11	Minnie Rogers Juvenile Justice 5326 Highway 69S, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 12,850 To be serviced: 5days/week	0.2024	\$120.00	\$600.00	X52	\$31,200.00
12	Airport - Main Terminal 6000 Airline Drive, Beaumont At least one employee must be on site Sun- Fri, 8:00am-8:00pm Floors: 1; Elevators: 0 Sq Ft: 19,579 To be serviced: 6days/week	0.1859	\$140.00	\$840.00	X52	\$43,680.00
13	Airport - Main Terminal 6000 Airline Drive, Beaumont At least one employee must be on site Sat, 8:00am-3:00pm Floors: 1; Elevators: 0 To be serviced: 1day/week	0.031	\$140.00	\$140.00	X52	\$7,280.00

Item	Service Location	Unit Price Per Sq Ft	Unit Price Per Visit	Extended Weekly Price	Weeks per Year	Extended Annual Total
14	Mid-County Office Building 7759 Viterbo Road, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 6,120 To be serviced: 5days/week	0.2655	\$75.00	\$375.00	X52	\$19,500.00
15	Mid-County Tax Office 4605 Jerry Ware Drive, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 3,255 To be serviced: 5days/week	0.4375	\$65.39	\$326.92	X52	\$17,000.00
16	Precinct 2 Service Center 7759 Viterbo Road, Beaumont Mon-Fri, 5:30pm-12:00midnight Floors: 1; Elevators: 0 Sq Ft: 1,876 To be serviced: 2days/week	0.1848	\$40.00	\$80.00	X52	\$4,160.00
17	Hamshire Building 19217 FM 365, Beaumont Mon-Fri, 5:30pm-12:00mid Floors: 1; Elevators: 0 Sq Ft: 2,858 To be serviced: 5days/week	0.4549	\$60.00	\$300.00	X52	\$15,600.00
18	Precinct 3 Service Center 5700 Jade Avenue, Port Arthur Mon-Thurs, 7:00am-5:00pm Floors: 1; Elevators: 0 To be serviced: 1 day/bi-weekly	N/A	\$30.00	N/A	X26	\$780.00
19	Subcourthouse, Annex I, and Annex II (Port Arthur) One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00am-5:00pm Sq Ft (combined): 35,120	0.0617	\$100.00	\$500.00	X52	\$26,000.00
20	Precinct 1 Service Center 20205 West Highway 90, China TX Thursday (once a week) , between 9am and 3pm Floors: 1; Elevators: 0	N/A	\$75.00	\$75.00	X52	\$3,900.00
21	Precinct 4 Service Center 7780 Boyt Rd., Beaumont, TX 77713 Monday, Wednesday and Friday 9:00 am to 12:00 pm To be serviced 3 days/week	N/A	\$130.00	\$390.00	X52	\$18,720.00
TOTAL						\$571,701.84

Southeast Texas Building Service, Inc.
3304 Spurlock
Nederland TX 77627
attn: Robert Bodin, Jr.
setxbldgsvc@gmail.com
ph: 409-722-4900/fx: 409-724-0900



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to RFP

RFP NUMBER: RFP 23-052/MR
RFP TITLE: Janitorial Services for Jefferson County
RFP DUE BY: 11:00 am CT, Wednesday, September 13, 2023
ADDENDUM NO.: 2
ISSUED (DATE): September 6, 2023

To RFP Respondent: This Addendum is an integral part of the RFP package under consideration by you as a Respondent in connection with the subject matter herein identified. Jefferson County deems all sealed qualifications to have been proffered in recognition and consideration of the entire RFP Specifications Package - including all addenda. For purposes of clarification, receipt of this present Addendum by a Respondent should be evidenced by returning it (signed) as part of the Respondent's sealed RFP response submission. If the RFP response submission has already been received by the Jefferson County Purchasing Department, Respondent should return this addendum in a separate sealed envelope, clearly marked with the RFP Title, RFP Number, and RFP Opening Date and Time, as stated above.

Reason for Issuance of this Addendum: Questions

The information included herein is hereby incorporated into the documents of this present RFP matter and supersedes any conflicting documents or portion thereof previously issued.

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

ATTEST:

Witness

Witness

Approved by Date:

Authorized Signature (Respondent)

Title of Person Signing Above

Typed Name of Business or Individual

Address



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

1. Questions

- a. Question: Section 4.2 Organization of Proposal Contents clearly outlines the format in which proposals are to be submitted, however this format does not provide space for respondents to address items b. and c. of Section 7.5 Proposal Evaluation Criteria, nor does it provide space for a response to the Proposal Submittal Checklist item regarding legal claims. Where in the prescribed Organization of Proposal Contents shall respondents include information to address Section 7.5 items b and c and the legal claims portion of the Proposal Submittal Checklist?

Answer: Item G of section 4.2 states: "Copy of RFP Specifications and any Addenda in their entirety. (Note: All forms should be completed, and any information requested should be inserted/included)." All requested information should be included in this section.

- b. Question: What is the current contracted value of these services?

Answer: See Addendum 1 Attachment B.

- c. Question: Is there a HUB subcontractor goal for this contract? If so, what is it?

Answer: No

CONTRACT RENEWAL FOR IFB 11-054/AW
TERM CONTRACT FOR SNACK AND DRINK VENDING
MACHINES FOR JEFFERSON COUNTY

The County entered into a contract with John Paul's Food Service for one (1) year, from December 5, 2011 to December 4, 2012, 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 November 22, 2023 to November 21, 2024.

ATTEST:


Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge
EUGENE D. ALFRED



CONTRACTOR:

John Paul's Food Service, LLC


(Name)

**CONTRACT RENEWAL FOR IFB 19-047/YS
TERM CONTRACT FOR LIQUID SOIL STABILIZER FOR
JEFFERSON COUNTY**

The County entered into a contract with Base-Seal International, Inc. for one (1) year, from November 12, 2019 to November 11, 2020, with an option to renew the contract for up to a five (5) year period.

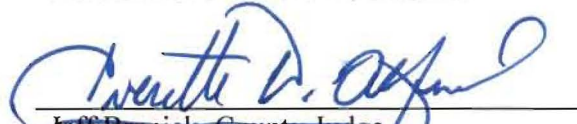
Pursuant to the contract, Jefferson County hereby exercises its fourth and final one-year option to renew the contract for one (1) additional year from November 8, 2023 to November 7, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk

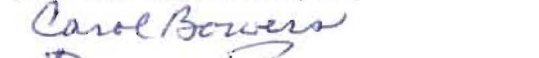



Jeff Branick, County Judge
EVERETT D. ALFRED



CONTRACTOR:

Base-Seal International, Inc.

(Name)

**CONTRACT RENEWAL FOR IFB 21-046/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW
ENFORCEMENT AND CORRECTIONS EQUIPMENT AND
UNIFORMS**

The County entered into a contract with Galls, LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

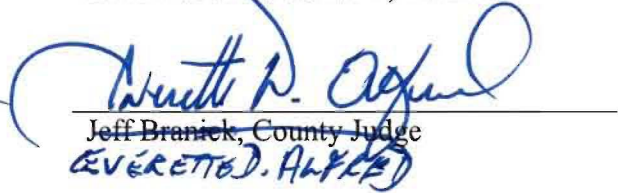
Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 3, 2023 to October 2, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge
EVERETT D. ALFORD



CONTRACTOR:
Galls, LLC



(Name)

**CONTRACT RENEWAL FOR IFB 21-046/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW
ENFORCEMENT AND CORRECTIONS EQUIPMENT AND
UNIFORMS**

The County entered into a contract with Burgoon Company for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

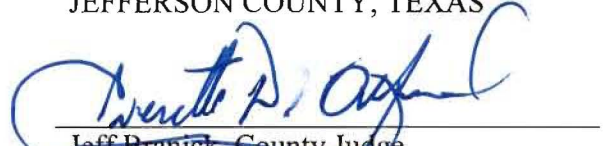
Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 3, 2023 to October 2, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge
EVERETT D. ALFRED



CONTRACTOR:
Burgoon Company

Dean Hamil

(Name)

**CONTRACT RENEWAL FOR IFB 21-046/YS
TERM CONTRACT FOR SHERIFF'S DEPARTMENT LAW
ENFORCEMENT AND CORRECTIONS EQUIPMENT AND
UNIFORMS**

The County entered into a contract with TND Workwear Co., LLC for one (1) year, from October 5, 2021 to October 4, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its second one-year option to renew the contract for one (1) additional year from October 3, 2023 to October 2, 2024.

ATTEST:

JEFFERSON COUNTY, TEXAS



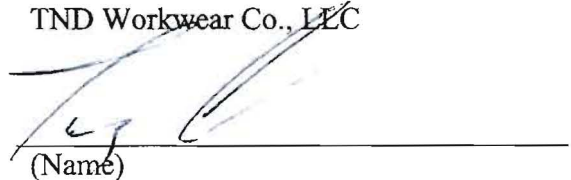
Roxanne Acosta Hellberg, County Clerk



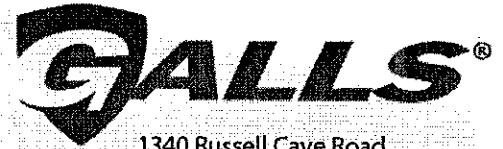
Jeff Branick, County Judge
EVERETT D. ALFRED



CONTRACTOR:
TND Workwear Co., LLC



(Name)



1340 Russell Cave Road
Lexington, KY 40505

09/05/2023

Via *electronic mail*

Jefferson County
Financial Services
Procurement Services
1149 Pearl Street, 1st Floor,
Beaumont, TX 7701.

Re: Contract No: **IFB 21-046YS** - Uniforms Contract Request for Price Increase

Dear Procurement:

Due to increased costs from our suppliers and changes to market conditions affecting labor, utility, and shipping costs, Galls is requesting a price increase on the affected goods and services provided by Galls on the Contract for Name: **Jefferson County - Sherriff and Corrections Uniforms and Equipment - IFB 21-046YS.**

As evidence of the above and for your records, please find enclosed documentation supporting this request. Also enclosed is an updated pricing schedule detailing the increase.

This request is in accordance with the Contract and will take effect on effect on the renewal date or earliest effective date per the contract terms. If you have any questions, please contact Yves Murhula at murhula-yves@galls.com or 859-800-1054.

We appreciate your attention to this important matter.

Regards,

A handwritten signature in cursive script that reads 'Yves Murhula'.

Yves Murhula
Contract Management Specialist
Galls, LL

Enclosure: CPI/PPI/Mfg. Letters/ Updated Pricelist



1340 Russell Cave Road
Lexington, KY 40505

Dear Valued Partner:

This historic inflationary environment continues to put significant financial pressure on American businesses. Despite Galls' best efforts to absorb cost increases by renegotiating with our vendors and making our operations more efficient, like so many American businesses, we must pass on some of these costs to our customers.

I know that's not the message you wanted to hear, and I feel it's essential our customers understand where Galls is feeling the most pressure.

Supplier Increases

The number and size of price increases being passed to Galls from our suppliers are unprecedented. Manufacturers of everything from uniforms to tactical pants to boots to duty belts are all passing on up to double-digit increases.

Transportation

The pandemic continues to drive a surge in transportation costs. For Galls, our FedEx, UPS, and the US Postal Service shipping costs are up 8% in 2022 and FedEx just announced a general rate increase on 1/3/23. Ocean freight, leveraged by Galls and many of our suppliers, is up 1000% or more annually. Truck Freight, how we get products to our branches and distribution center from ports and suppliers, has increased a minimum of 9.1% to as high as 28.5% in 2022.

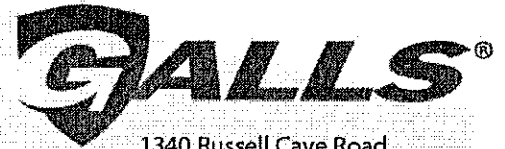
Labor Expense

I am passionate about hiring, retaining, and developing the best talent to serve you, our front-line, military, and public safety heroes. But unfortunately, a lack of applicants, federal wage law changes, increases in insurance costs, and a competitive wage environment have driven our wages by over 50 percent in the last six months.

Thank you for your business, continued partnership, and understanding of the inflationary pressures affecting us all.

A handwritten signature in black ink that reads "Mike Fadden".

Mike Fadden, CEO



1340 Russell Cave Road
Lexington, KY 40505

November 23, 2022

RE: Galls Price Increase

Dear Valued Partner,

As you have seen in a recent letter from our CEO Mike Fadden, we're in an unprecedented inflationary environment that we do not expect to see abating anytime soon.

As a result, in addition to our supplier increases on products that we provide to you, we're asking for an increase totaling 10% increase on your pricing. This is driven by two major factors, our freight costs which have risen over 8% since 2021 and our labor costs which have risen over 50% to allow us to keep pace with the job market.

While Galls is not immune to the outside effects of the current inflationary environment, we're working closely with our supplier partners to increase our inventory and improve service across our network.

We appreciate your support and partnership as we work together to provide great service to your end users.

Thank You,

A handwritten signature in black ink that reads 'Jim Dugan'.

Jim Dugan, CRO



1340 Russell Cave Road
Lexington, KY 40505

Wednesday, March 8, 2023

To Whom It May Concern:

Over the last 18 months, Galls LLC has seen unprecedented increases in both our labor rates, as well as the material required to produce the orders placed by you, our valued customer. Overall, the increases we've seen is approximately 9.5%.

In order to maintain our operating cost, we must pass the increases on an partner with you to maintain the health and well-being of our organization and the service to our customers.

Please let me know if you have any questions.

Thank you,

A handwritten signature in cursive script that reads "Chris Medley".

Chris Medley
Vice President



October 24, 2022

Galls Inc
1340 Russell Cave Rd
Lexington, KY 40505

To Whom It May Concern:

In regard to the Gall's pricing, please note that there was an annual increase of 5-7% starting on November 23, 2022. These increases were directly related to higher costs of materials, freight, and labor.

If you would have any questions, please feel free to contact the VP of Sales and Marketing, David Burnette at dburnette@elbeco.com.

Thank you for your valued business.

Sincerely,

Samantha Brady
Pricing Manager

Blauer Manufacturing Company
20 Aberdeen Street
Boston, MA 02215
USA



January 5, 2023

To Whom It May Concern:

Blauer's January 2023 price list includes increases on most items in our line year-over-year for both the 12 month and six-month trailing periods. The average price increase for the period from January 2022 to January 2023 is 8%. The average price increase for the period of July 15, 2022 to January 1, 2023 is 3%. These price increases are necessary to cover labor, material and freight cost increases. Included with this letter is an item-by-item summary of the price increases for the period of January 1, 2022 to January 1, 2023.

Sincerely,



Thomas Ames
Vice President – Business
Development Blauer Manufacturing
Company tames@blauer.com



2102 SW 2nd Street
Pompano Beach, FL 33060
www.pointblanksolutionsinc.com
Nationwide 800-413-5155
Phone 954-630-0900
Fax 954-630-9225

12/01/2022

Dear Valued Dealer,

As all of you know Point Blank rolls out a new price list effective April 1st, 2023, which consists of new pricing for the current year. The 3% price increase is being communicated in December to give ample time to alert your customers. The new Retail price lists should be completed and distributed no later than March 2023.

This pricing change does not affect any of your current SPQ's (Special Price Quotes) and those are still valid. When your SPQ's expire you should expect an increase in that price and should prepare your customers now for that price increase. SPQ's are only valid for one year from the date that they were issued and should have an expiration date on them. If you have any questions about this price increase or your SPQ's please feel free to reach out to your sales representative or myself and we will help in any way possible.

Thank you,

Hoyt Schmidt

EVP Commercial Business

hschmidt@pbarmor.com





17 Research Park Drive
St. Charles, MO 63304
PROPPER.COM

January 24, 2023

To GALLS:

Effective April 1, 2023 the following styles will be incurring a WWSL price increase due to cost increases in fabric and trim.

Style	Item	Price Increase %
F5115	27/P NOMEX FLIGHT SUIT	3.34%
F5141	EXTRICATION SUIT	8.34%
F5238	WILDLAND PANT - SAGE	8.34%
F5238	WILDLAND PANT - NAVY	18.20%
F5275	STATION PANT, MENS	8.73%
F5285	CRITICAL RESPONSE EMS MENS PANT	6.08%
F5286	CRITICAL RESPONSE EMS WMNS PANT	6.08%
F5291	EDGETEC EMS MEN PANT	11.15%
F5293	STATION PANT, WMNS	8.73%
F5299	WILDLAND OVER PANT	12.01%
F5307	WILDLAND OVER COAT	12.01%
F53182W	WILDLAND SHIRT SYNERGY NOMEX	15.81%
F53185W	WILDLAND SHIRT TECASAFE+	11.13%
F5374	SUMMERWEIGHT MENS S/S SHIRT	6.47%
F5375	SUMMERWEIGHT WMNS S/S SHIRT	6.47%
F5439	1/4 ZIP SOFT SHELL JOB SHIRT	5.73%
F5802	EDGETEC MENS S/S POLO	10.58%
F5803	EDGETEC WMNS S/S POLO	10.58%
F5824	EDGETEC MENS L/S POLO	9.57%
F5825	EDGETEC WMNS L/S POLO	9.57%
F5855	SECURITY UNIFORM POLO	12.58%
F5907	EDGETEC EMS WMN PANT	11.15%

Robert Brin
SVP, Sales
Propper International Sales, Inc.

Safariland, LLC
13386 International Parkway
Jacksonville, FL 32218
904-741-5400

February 2, 2023

Re: Price Increase

Dear Valued Distributor,

As you are aware, volatility and inflation in the global economy continue to impact businesses everywhere and have resulted in significant increases in the cost of raw materials, labor and logistics. While we are working diligently to minimize the impact on our customers by partnering with suppliers and improving our own efficiencies, we are unfortunately not immune to these pressures.

As a result, we issued new pricing along with our 2023 programs that include price increases across all product lines. Most of the increases range from 3-6% however, some specific products may be impacted even more due to specific circumstances or supply chain challenges.

We value your support as we work to minimize these impacts but remain committed to producing products of uncompromising quality in order to keep our first responders safe. Should you have any questions, please feel free to contact our Account Manager or Regional Sales Director.

Regards,



Jason Brown
Director, Business Operations



January 2, 2023

Dear Streamlight Distributor,

In today's challenging and ever-changing marketplace, Streamlight remains committed to managing and mitigating cost increases by taking a very strategic view of pricing. We have worked to limit price increases (no price increase in 2020 and 2021) by focusing on value engineering within our product line coupled with ongoing efforts to improve operational and supply chain efficiencies. While inflationary pressures continue across a broad range of labor and material inputs, we have started to see some stabilization.

Streamlight remains committed to providing our distributors with a consistent timeline on price increases. We have maintained this normal timeline and cadence through the difficult years of 2020, 2021 and 2022. In addition, we also consider it very important and part of our responsibility as a good partner to absorb certain levels of transient costs in areas like freight and logistics as well as managing increases to our fixed costs like direct labor and materials and not pass them on immediately.

Even through our best efforts, global inflationary pressures and supply chain impacts have led to several permanent cost increases across most of our materials over the past 12 months. As an example, we incurred cost increases of more than 30% through 2022 on rechargeable lithium-ion batteries, primary lithium batteries and NiMH rechargeable cells through a series of increases from suppliers. In addition, freight costs as well as labor shortages resulting from the pandemic have resulted in permanent cost increases in both freight and direct labor expenses. We have absorbed these increases through 2022 and have waited to pass any of these increased costs onto you until we determined they were permanent and in conjunction with our normal pricing process timeline.

Based on the above and what we consider to be permanent increases, we will be implementing a 6% price increase effective March 1, 2023. We hope that by maintaining our normal pricing process and confirming inputs deemed to be permanent cost increases, that we minimize the disruption to our mutual business.

We remain committed to our goal of being your trusted partner by continuing our investments in value engineering, supply chain efficiencies, operations, and manufacturing and look forward to working together for a successful 2023. [Click here for the 2023 Distributor Price List.](#)

Sincerely,

Dawn M. Dalldorf-Jackson
Vice President Distribution & New Business Development

Streamlight, Inc. • 30 Eagleville Road • Eagleville, PA 19403-3996 USA
Tel: 800-523-7488 • 610-631-0600 • Fax: 800-220-7007 • 610-631-0712
www.streamlight.com

CPI for All Urban Consumers (CPI-U)														
12-Month Percent Change														
Series Id:	CUSR0000SA0													
Seasonally Adjusted														
Series Title:	All items in U.S. city average, all urban consumers.													
Area:	U.S. city average													
Item:	All items													
Base Period:	1982-84=100													
Years:	2013 to 2023													
Year	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	HALF1	HALF2
2013	1.7	2.0	1.5	1.1	1.4	1.7	1.9	1.5	1.1	0.9	1.2	1.5		
2014	1.6	1.1	1.6	2.0	2.2	2.1	2.0	1.7	1.7	1.6	1.2	0.7		
2015	-0.2	-0.1	0.0	-0.1	0.0	0.2	0.2	0.2	0.0	0.1	0.4	0.6		
2016	1.2	0.8	0.9	1.2	1.1	1.1	0.9	1.1	1.5	1.7	1.7	2.1		
2017	2.5	2.8	2.4	2.2	1.9	1.6	1.7	1.9	2.2	2.0	2.2	2.1		
2018	2.2	2.3	2.3	2.5	2.8	2.8	2.9	2.6	2.3	2.5	2.1	2.0		
2019	1.6	1.5	1.9	2.0	1.8	1.6	1.8	1.7	1.7	1.8	2.1	2.3		
2020	2.5	2.3	1.5	0.3	0.2	0.7	1.0	1.3	1.4	1.2	1.2	1.3		
2021	1.4	1.7	2.6	4.1	4.9	5.3	5.2	5.2	5.4	6.2	6.9	7.2		
2022	7.6	8.0	8.5	8.2	8.5	8.9	8.4	8.2	8.2	7.8	7.1	6.4		
2023	6.3	6.0	5.0											



Customer: Sheriff and Corrections Uniforms and Equi
 Attn:
 Rep Name: Megan Geurtz/Chris Graham
 Acct #: 1000946081, 1000945834
 Qty of Orders:
 Shipping Charge:

9/5/2023

GQ Item#	Mft Model #	MFG Name	Description	2022 Price	2023 Price
SH877	2049 1	Elbeco Incorporated	Elbeco Textrop2 Women's Long Sleeve, mfg# 2049 1	\$ 45.57	\$ 51.04
SH878	313 00	Elbeco Incorporated	Elbeco Textrop2 Men's Long Sleeve Zippered Shirt, mfg# 313 00	\$ 45.57	\$ 51.04
TU610	E320RN	Elbeco Incorporated	Elbeco Textrop2 Four (4)-Pocket Trousers, mfg# E320RN	\$ 43.40	\$ 48.61
SH877	2049 1	Elbeco Incorporated	Elbeco Textrop2 Women's Short Sleeve Shirt, mfg# 2049 1	\$ 45.57	\$ 51.04
TU611	E9314LC	Elbeco Incorporated	Elbeco Textrop2 Women's Four (4)-Pocket Trousers, mfg# E9314LC	\$ 43.40	\$ 48.61
JA477	JA477	Galls, LLC	Galls Water Resistant Duty Jacket, mfg# JA477	\$ 59.68	\$ 65.64
JC259	560	LIBERTY UNIFORM MFG CO INC	Liberty Lined Windbreaker, mfg# 560	\$ 23.33	\$ 25.66
RW266 BKLR LG	586MFL	LIBERTY UNIFORM MFG CO INC	Liberty Uniforms Reversible Ansi 3 Hi Viz Raincoat with Logo, mfg# 586MFL	\$ 70.53	\$ 77.58
RW032	1650C	Neese Industries, Inc.	Neese 48" PVC Vinyl Raincoat, Solid, No Logo, mfg# 1650C	\$ 8.14	\$ 8.95
ST136 AND ST284	F534172 and F5	Propper International Sales	Propper I.C.E. Performance Polo Shirt, Short Sleeve, Men (mfg# F534172, Women (mfg# F53277)	\$ 39.87	\$ 45.43
ST283 AND SM574	F5315 and F535	Propper International Sales	Propper I.C.E. Performance Polo Shirt, Long Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	\$ 42.04	\$ 46.25
LP673	1611U	DUTYMAN INC	Dutyman Garrison Belt	\$ 20.62	\$ 22.68
GL129	KSG500	Hatch Gloves	Kevlar Gloves, Tactical Pull-On Operator Gloves	\$ 26.04	\$ 28.64
BX060	J2	VH BLACKINTON CO., INC.	Name Badge, Blackinton Nameplate, 2" x 3/8", item J2	\$ 11.94	\$ 13.13
ZC224 PLN BRS	190	SAFARILAND, LLC.	Cuff Case, Safariland Model 190, Closed Top Cuff Case	\$ 31.47	\$ 34.93
RS001	700	PEERLESS HANDCUFF COMPANY	Handcuffs, Nickel, Peerless Model 700	\$ 23.65	\$ 26.02
RS225 BLU	750	PEERLESS HANDCUFF COMPANY	Handcuffs, Color-Plated, Peerless Model 750	\$ 28.10	\$ 30.91

RS024	1900	Smith & Wesson Corp.	Leg Irons, Standard, Smith & Wesson 1900	\$ 39.60	\$ 43.56
RS130	RS130	Galls, LLC	One Man Restraint	\$ 19.53	\$ 21.48
HW768	425-6636		Law Pro Premium Watch Cap, mfg# 425-6636	\$ 4.29	\$ 4.71
NY037 BLK 30	F560375001	Propper International Sales	Propper Tactical Duty Belt, mfg# F560375001	\$ 7.60	\$ 8.35
HD984 BLK OS	182-1	Blauer Mfg Co	Blauer Stretch Adjustable Cap, mfg# 182-1	\$ 10.58	\$ 11.74
HD263 BKWH OS POL	182	Blauer Mfg Co	Blauer Stretch Fitted Cap, mfg# 182	\$ 12.75	\$ 14.15
BD246	QM4321N and Q	HERO'S PRIDE	Law Pro 1/2" S.O. Collar Pins, nickel (mfg# QM4321N), gold (mfg# QM4321G)	\$ 5.15	\$ 5.67
TR506	74273	5.11 Inc.	5.11 Tactical TacLite Pro Pants, mfg# 74273	\$ 42.32	\$ 46.55
TR642	64360	5.11 Inc.	5.11 Tactical TacLite Pro Women's Ripstop Pants, mfg# 64360	\$ 42.32	\$ 46.55
TR549	1062082	Atlenco	Tru-Spec 24-7 Series Original Tactical Pants, mfg# 1062082	\$ 40.15	\$ 44.16
TR625	1096004	Atlenco	Tru-Spec Women's 24-7 Series Original Tactical Pants	\$ 40.15	\$ 44.16
JA2473	48360	5.11 Inc.	5.11 Tactical 5-in-1 Jacket 2.0 Mfg #48360	\$ 195.30	\$ 214.83
ST283 AND SM574	F5315 and F535	Propper International Sales	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Long-Sleeve, Men (mfg# F5315), Women (mfg# F535772001)	\$ 42.04	\$ 46.25
ST136 AND ST284	F534172 and F5	Propper International Sales	Polo Shirt - Propper I.C.E. Performance Polo Shirt, Short-Sleeve, Men (mfg# F534172), Women (mfg# F53277)	\$ 39.87	\$ 43.86
ST120 AND SW672	K5171LC, K5178	Elbeco Incorporated	Polo Shirt - Elbeco Response UFX Tactical Performance Polo, Short-Sleeve, Women (mfg# K5171LC/K5178LC), Elbeco UFX Tactical Short-Sleeve Polo, Men (mfg# K5138)	\$ 44.49	\$ 49.82
ST206 AND SR585	K5184LC and K5	Elbeco Incorporated	Polo Shirt - Elbeco Women's UFX Long-Sleeve Performance Polo (mfg# K5184LC), and Elbeco UFX Tactical Long-Sleeve Polo (mfg# K5151)	\$ 47.74	\$ 53.47
LP133 BBW NKL 34	87	SAFARILAND, LLC.	Belt, Safariland 87	\$ 55.99	\$ 62.14
LP071 BW LG	99	SAFARILAND, LLC.	Belt, Safariland 99	\$ 30.38	\$ 33.72
LP537 BLK LG	59501	5.11 Inc.	5.11 Tactical Belt (59501)	\$ 32.55	\$ 35.81
LP929 PLN	090-1-16	SAFARILAND, LLC.	Plain Black Handcuff Holder with Open Top for 2.25" Duty Belt, Safariland SAF-090-1-16)	\$ 22.30	\$ 24.75
LP244 PLN 26	35-F26-2	SAFARILAND, LLC.	Baton Holder, Safariland, 26", Expandable (SAF-35-F26-2)	\$ 25.55	\$ 28.36
LH325 SLH 447	6360	SAFARILAND, LLC.	Holser, Level III (Safariland 6360)	\$ 122.61	\$ 136.09

LP127 PLN NKL 83	77-83-2	SAFARILAND, LLC.	Double Magazine Holder (Safariland SAF-77-83-2)	\$ 30.76	\$ 34.14
LP779 BLK PLN 83	75-83-2	SAFARILAND, LLC.	Open Top Double Magazine Holder (Safariland SAF-75-83-2)	\$ 24.25	\$ 26.92
LP130 PLN BRS	38-4-2B	SAFARILAND, LLC.	OC Spray Holder (Safariland SAF-38-4- 2B)	\$ 24.85	\$ 27.58
LR388	SAF-63-2B	SAFARILAND, LLC.	Slotted Belt Keepers (Safariland SAF- 63-2B)	\$ 6.13	\$ 6.80
HS1006 YLBK MD POL	S912	I Spiewak	Traffic Vest (Vizguard S912)	\$ 38.25	\$ 42.07
FL217 RED	75903	Streamlight	Red Cone Stinger (STL-75903)	\$ 4.45	\$ 4.94
BU060	75914	Streamlight	Stinger Flashlight Bulb (STL-75914)	\$ 6.49	\$ 7.20
FL075	STL-75956	Streamlight	Stinger Flashlight Lens Kit (STL- 75956)	\$ 11.12	\$ 12.34
FL860 BLK AD	76113	Streamlight	Singer DS LED-Polymer (STL-76113)	\$ 107.42	\$ 119.23
BA036	52611	ARMAMENT SYSTEMS AND PROCEDURE	ASP Baton, Black (ASP 52611)	\$ 99.01	\$ 108.91
LP137 PLN BRS	65-4-2B	SAFARILAND, LLC.	Belt Keepers (Safariland SAF-65-4-2B)	\$ 11.12	\$ 12.34
TT169	E9390LC	Elbeco Incorporated	Elbeco Ladies Choice Textrop2 Hidden Cargo Pocket Pants (mfg# E9390LC)	\$ 46.66	\$ 52.25
TT172	E390R 00029	Elbeco Incorporated	Elbeco Textrop2 Hidden Cargo Pocket Pants (mfg# E390R 00029)	\$ 46.66	\$ 52.25
JA1312	JA1312	Galls, LLC	Galls Women's Agent LTC G-Tac Soft- Shell Jacket (mfg# JA1312)	\$ 45.57	\$ 50.13
JX778	JX778	Galls, LLC	Galls Agent LTC G-Tac Soft-Shell Jacket (mfg# JX778)	\$ 45.57	\$ 50.13
SR975	541738330	Propper International Sales	Propper Tac U Combat Shirt (mfg# 541738330)	\$ 51.00	\$ 56.09
TL039	F52594	Propper International Sales	Propper Women's Kinetic Pant (mfg# F52594)	\$ 41.23	\$ 45.35
TL040	F52944	Propper International Sales	Propper Men's Kinetic Pant (mfg# F52944)	\$ 41.23	\$ 45.35
HW2570 BLK	89098	5.11 Inc.	5.11 Tactical Fast-Tac Uniform Hat (mfg# 89098)	\$ 8.14	\$ 8.95
BP361	R20D-MO	POINT BLANK ENTERPRISES	Point Blank R20-D Tactical Carrier with Molle (mfg# R20D-MO)	\$ 179.03	\$ 196.93
BP2548	8370XP	Blauer Mfg Co	Blauer Polyester Armorskin XP (mfg# 8370XP)	\$ 85.72	\$ 95.14
FH742	75375	Streamlight	Streamlight Stinger Battery NIMH (STL- 75375)	\$ 17.03	\$ 18.91
LH612 BLK RH 4502	7360	SAFARILAND, LLC.	Holster Level III (Safariland 7360)	\$ 160.04	\$ 177.64
HW1613	PTS30	RICHARDSON CAPS	Richardson Call Cap (PTS30)	\$ 10.58	\$ 11.64
SH084 DKNV LG REG	UVS102	Elbeco Incorporated	Elbeco Short-Sleeve Undervest Shirt (mfg# UVS102)	\$ 42.32	\$ 47.39

SH085	UVS104	Elbeco Incorporated	Elbeco Ladies Choice Short-Sleeve Undervest Shirt (mfg# UVS104)	\$ 42.32	\$ 47.39
SH086	UVS1171	Elbeco Incorporated	Elbeco Undervest Long-Sleeve Shirt (mfg# UVS1171)	\$ 42.32	\$ 47.39
SH087	UVS103	Elbeco Incorporated	Elbeco Ladies Choice Undervest Long-Sleeve Shirt (mfg# UVS103)	\$ 45.57	\$ 51.04
SG274	72074	5.11 Inc.	5.11 Tactical Men's Long Sleeve Class B Stryke PDU Shirt (mfg# 72074)	\$ 70.53	\$ 77.58
SG278	71037	5.11 Inc.	5.11 Tactical Men's Short-Sleeve Class A Stryke PDU Shirt (mfg# 71037)	\$ 62.93	\$ 69.22
TR906	74371	5.11 Inc.	5.11 Tactical Taclite PDU Class B Pant (mfg# 74371)	\$ 48.83	\$ 53.71
TU076	F52955	Propper International Sales	Propper Lightweight Women's Tactical Trousers (mfg# F52955)	\$ 32.55	\$ 35.81
TT824	74434	5.11 Inc.	5.11 Tactical Apex Pants (mfg# 74434)	\$ 59.68	\$ 65.64
TR2244	64446	5.11 Inc.	5.11 Tactical Apex Pants, Women's (mfg# TR2244-64446)	\$ 59.68	\$ 65.64
TR909	74369	5.11 Inc.	5.11 Tactical Stryke Pants with Flexpac (mfg# 74369)	\$ 60.76	\$ 66.84
TR980	64386	5.11 Inc.	5.11 Tactical Women's Stryke Pants (mfg# 64386)	\$ 60.76	\$ 66.84
SG704	F53463C001	Propper International Sales	Propper Summer Weight Long-Sleeve Tactical Shirt (mfg# F53463C001)	\$ 37.98	\$ 41.77
SG705	F53743C001	Propper International Sales	Propper Summer Weight Short-Sleeve Tactical Shirt (mfg#F53743C001)	\$ 36.89	\$ 40.58
TE606	58718	5.11 Inc.	5.11 Tactical Radio Pouch, MOLLE Compatible (mfg# 58718)	\$ 18.99	\$ 20.89
TE601	58713	5.11 Inc.	5.11 Tactical VTAC 6x6 Utility Pouch (mfg# 58713)	\$ 22.51	\$ 24.77
NP1619	56425	5.11 Inc.	5.11 Tactical Flex Double Pistol Mag Pouch (mfg# 56425)	\$ 20.07	\$ 22.08
TR886	73308	5.11 Inc.	5.11 Tactical Taclite 11" Shorts (mfg# 73308)	\$ 37.98	\$ 41.77
SH725	71340	5.11 Inc.	5.11 Tactical Men's Short Sleeve Freedom Flex Woven Shirt (mfg# 71340)	\$ 45.03	\$ 49.53
SJ568	EB602	Sanmar Corp.	Eddie Bauer Short Sleeve Performance Fisher Shirt (EB602)	\$ 42.32	\$ 46.55
SW1825	SW1825		Lawpro Long Sleeve Bike Patrol Polo (mfg# SW1825)	\$ 34.72	\$ 38.19
SW1824	SW1824		Lawpro Short Sleeve Bike Patrol Polo (mfg# SW1824)	\$ 31.47	\$ 34.61
SH3435	8143	Blauer Mfg Co	Blauer Long Sleeve Colorblock Performance Polo Shirt (style# 8143)	\$ 67.27	\$ 74.67
ST043	8133	Blauer Mfg Co	Blauer Short Sleeve Colorblock Performance Polo Shirt (style# 8133)	\$ 53.17	\$ 59.01

**SILKTIDE
END USER LICENSE AGREEMENT**

This End User License Agreement (“Agreement”) sets forth the legal contract between Silktide Inc. (“Silktide,” “we,” “us,” or “our”) and you as an end user of Silktide’s services (“you” and “your”) with respect to access to and use of Silktide’s products and services (the “Services”), and any associated materials or documentation or content therein (“Materials”) made available through the Services.

This Agreement is written in the English language. We do not guarantee the accuracy of any translated versions of these Terms. To the extent any translated versions of this Agreement conflict with the English language version, the English language version of this Agreement shall control.

I. GENERAL CONDITIONS

Please carefully read this Agreement before using our Services. By using our Services, registering for a free trial, or by signing up for a subscription service, you agree to be legally bound by the Agreement **including the Binding Arbitration Clause and Class Action Waiver described in Section XVII, our Privacy Policy, Terms & Conditions of Use, and Service Level Agreement.** If you do not agree to these terms, then you must not sign up to use our Services. If you violate the Agreement, we reserve the right to deny you access to our Services, together with any and all other legal remedies.

The headings used herein are included for convenience only and will not limit or otherwise affect this Agreement.

II. DEFINITIONS

Agreement: The terms and conditions contained in this Agreement.

Authorized Users: Employees, agents, consultants, or independent contractors of the Customer who have been expressly authorized by the Customer to receive credentials in order to access the Silktide Services.

Client: Any entities or persons to whom the Customer provides its services.

Company: “Silktide Inc.”

Confidential Information: Any and all information in any form whatsoever relating to the Company or the Customer, or the business, prospective business, finances, technical process, computer software (both source code and object code) and Intellectual Property Rights of the Company or the Customer (as the case may be), or compilations of two or more items of such information, whether or not each individual item is in itself confidential, which comes into a party’s possession as a result of this Agreement or provision of the Services, and which the party regards, or could reasonably be expected to regard, as confidential and any and all information which has been or may be derived or obtained from any such information.

Consequential Loss: Pure economic loss, special loss, losses incurred by any Client or other third party, losses arising from business interruption, loss of business revenue, goodwill or anticipated savings, losses whether or not occurring in the normal course of business, costs of procuring substitute goods or product(s) or wasted management or staff time.

Customer Data: All data imported into the Service by the Customer, Authorized Users, or Clients for the purposes of using the Silktide Services or facilitating the Customer's use of the Services.

Customer: The customer or person on whose behalf this Agreement was entered into, including e-commerce customers (i.e., those Customers who signed up online via the website and pay monthly using a credit card) and enterprise customers (i.e., Customers paying via invoice).

Effective Date: The date on which the first payment for the Services is made, unless otherwise stated in the Order Form or proposal.

Feedback: Feedback, customer testimonials, surveys, suggestions provided to the Company by Authorized Users or Clients regarding the attributes, performance, or features of the Services.

Fees: The fees set out in the Order Form.

Free Trial Period: Means a period of seven (7) business days.

Initial Term: Means a fixed period of 12 (twelve) months starting from the Effective Date unless otherwise stated in the Order Form or Proposal.

Intellectual Property Rights: All copyrights, patents, utility models, trademarks, service marks, registered designs, moral rights, design rights (whether registered or unregistered), technical information, know-how, database rights, semiconductor topography rights, business names and logos, computer data, generic rights, proprietary information rights and all other similar proprietary rights (and all applications and rights to apply for registration or protection of any of the foregoing) as may exist anywhere in the world.

Privacy Policy: The Privacy Policy and practices of the Company published here, as amended from time to time, found at <https://silktide.com/company/legal/en-us/privacy-policy>.

Renewal Term: This is the automatic renewal of the Initial Term for an extended period that varies by the type of Customers: (a) monthly renewal term e-commerce customers, and (b) an annual renewal term for enterprise customers.

Services: The Silktide software application and related services purchased by the Customer (via online order or other contract directly with Silktide or with a third party on behalf of Silktide) and set out in the confirmation notice or invoice made available to the Customer, including any computer software programs and, if appropriate, updates thereto.

Terms & Conditions of Use: The Terms & Conditions for use of the Silktide domain found at <https://silktide.com/company/legal/en-us/terms-conditions>, as amended from time to time.

Term: The period starting on the Effective Date until either party terminates the Agreement.

III. USE OF THE SERVICES AND CONTENT

A. General

- i. The Customer engages the Company and the Company agrees to provide the Services to the Customer in accordance with the terms of this Agreement from the Effective Date for the Term.
- ii. Subject to and conditioned on your payment of fees and compliance with this Agreement, Silktide grants you a non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Services and content solely for your employees, agents, consultants, or independent contractors who have been expressly authorized by you to receive credentials in order to access the Services (“Authorized Users”) and any entities or persons to whom you provide the Services (“Client”) use for your internal business operations during the subscription term.
- iii. We reserve the right to, at any time, temporarily or permanently, modify or discontinue any features associated with the Services with or without notice and for any reason, including performing maintenance, repairs, or upgrades. We will endeavor to provide notice before any scheduled upgrades. We (and our licensors) remain the sole owner of all rights, title, and interest in the Services. We will not be liable if for any reason all or any part of the Services are unavailable at any time or for any period.

B. Connectivity

You are responsible for obtaining and maintaining, at your sole expense, all hardware, software, equipment, devices, and services that you require to access and use the Services. We are not responsible for and have no liability with respect to the selection, purchase, maintenance, or proper functioning of any such hardware, software, equipment, devices, and services.

C. Acceptable Use

Unless otherwise specified in this Agreement, the Services are provided and may only be used in conjunction with: (a) your existing systems and applications in order to facilitate your use of the Services; and (b) providing access to Services solely to your Authorized Users and Users (“End Users”).

D. Prohibited Uses

In addition to other prohibitions as set forth herein, you are prohibited from using the Services or content to: (a) transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam” or any other similar solicitation; (b) systematically retrieve data or other content from the Services to create or compile, directly or indirectly, a collection, compilation, database, or directory

without written permission from us; (c) make any unauthorized use of the Services, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses; (d) use a buying agent or purchasing agent to make purchases on the website; (e) advertise or offer to sell goods and services; (f) engage in unauthorized framing of or linking to the Services; (g) engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools; (h) interfere with, disrupt, or create an undue burden on the website or the networks or services connected to the Services; (i) sell or otherwise transfer your profile; (j) use the Services as part of any effort to compete with us or otherwise use the Services and/or the content for any revenue-generating endeavor or commercial enterprise; (k) decipher, decompile, disassemble, or reverse engineer any of the software comprising or in any way making up a part of the website; (l) copy or adapt the Services' software, including but not limited to Flash, PHP, HTML, JavaScript, or other code; (m) upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, malicious code, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Services or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Services; (n) upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms"); (o) except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Services, or using or launching any unauthorized script or other software; or (p) in any way that may be deemed a breach or violation of any of our Terms & Conditions, Website Privacy Policy or Website Cookie Notice. We reserve the right to terminate Your use of the Services or any related website for violating any of the prohibited uses.

E. Account Access

In order to access and use the Services, you must have an account with Silktide. You are responsible for maintaining the confidentiality of your login credentials. You are responsible and liable for all uses of the Services and content through access thereto provided by you, directly or indirectly. You must notify us immediately if you become aware that your account is being used without authorization.

F. End User Activities

You are responsible for ensuring that your End Users comply with this Agreement. You are responsible for the acts of your End Users and any activity occurring in your End Users' accounts (other than activity that Silktide is directly responsible for which is not performed in accordance with your instructions). **You may not permit access to or use of the Services by or on behalf of any third party except as permitted in this Agreement.**

G. Account Monitoring

The Company reserves the right to electronically monitor your use of the Services.

IV. INTELLECTUAL PROPERTY

All Materials available through the Services, including but not limited to design, artwork, hyperlinks, text, videos, calendars, software, images, technical drawings, blog posts, podcasts, audio, images, art, code, configurations, graphics, other files, and their selection and arrangement, is either the proprietary property of us, our affiliates, or licensors and is protected by the United States and international intellectual property and proprietary rights laws. We reserve any and all rights to the Materials. The Materials may not be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means in whole or in part without our prior written permission except you may download and print Materials for non-commercial uses that are not competitive with or derogatory to us, provided that you keep all copyright or other proprietary notices intact, do not alter such Materials, and do not further reproduce, publish or distribute such Materials. Please note that this limited consent may be revoked at any time by us and does not include consent to republish Materials on the Internet, or any Intranet or Extranet site, or to incorporate the Materials in any data base or other compilation. Any other use of the Materials is strictly prohibited. You further agree that you will not systematically extract, collect, or harvest through electronic means or otherwise, any data or data fields from our Services, including but not limited to customer identities or Information.

All registered and unregistered trademarks visible or accessible through our Services are trademarks of Silktide, or licensors and may not be copied, imitated, or used in whole or in part without the prior written permission of Silktide, or its owners. All page headers, customer graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ours or our affiliates and may not be copied, imitated, or used in whole or in part without prior written permission of us.

You shall retain sole ownership of all rights, title, and interest in and to all data imported into the Services by you, Authorized Users, or Clients ("Customer Data") and its pre-existing Intellectual Property Rights and shall have the sole responsibility for the legality, reliability, integrity, accuracy, and quality of the Customer Data. You grant the Company a non-exclusive, license to use Customer Data, Customer Intellectual Property Rights and any third party owned to the extent required for the provision of the Services.

The Customer assigns all rights, title, and interest in any feedback to the Company. If for any reason such assignment is ineffective, the Customer shall grant the Company a non-exclusive, perpetual, irrevocable, royalty free, worldwide right and license to use, reproduce, disclose, sublicense, distribute, modify, and exploit such Feedback without restriction.

V. FEES AND PAYMENT TERMS

You will pay to Silktide all fees for Services indicated in an Silktide invoice no later than thirty (30) days after you receive an invoice, unless you have a written agreement with express pricing terms executed by an authorized Silktide representative. Silktide retains the right to change the published pricing at any time with thirty (30) days' notice to users. All amounts are stated, billed,

and collected in US dollars, unless otherwise stated in your Proposal. All fees paid are non-refundable

You confirm that all details provided for the purpose of obtaining the Services will be correct.

The Company shall invoice the Customer the Fees set out in the Order Form of the Proposal. All invoices shall be issued in the currency stated in the Proposal. All Fees exclude any Value Added Tax or any other applicable taxes legally payable on the date of the invoice, which shall be paid by the Customer in addition, where applicable. The Company reserves the right to charge an administration fee if the Customer pays invoices in multiple installments.

If payment of any invoice is overdue, the Company may, without liability, disable your credentials, account and access to all or part of the Services and the Company shall be under no obligation to provide any or all of the Services while the invoice(s) concerned remains unpaid.

The Company shall charge interest on any overdue amount at the rate of 2% (two per cent) per annum above Barclay's base rate from time to time, or the statutory applicable rate, whichever is higher. The Company also reserves the right to recover any costs and reasonable legal fees it incurs in recovering overdue payments.

No Fees already paid shall be refunded unless the Customer terminates due to the Company's material breach.

VI. TERM AND TERMINATION

- i. **Term.** This Agreement commences on the date when you first access the Services and continues in full force and effect until (i) your subscription for the Services expires; or (ii) this Agreement is terminated in accordance with this section. This Agreement shall commence on the Effective Date for the Initial Term. After the Initial Term, this Agreement shall automatically renew for Renewal Terms with the Fees automatically increasing by 3% and continue until either party terminates the Agreement by giving the other at least thirty (30) days' notice in writing prior to the start of a Renewal Term.

- ii. **Termination.** You may terminate this Agreement without cause with thirty (30) days' prior written notice to Silktide.

In addition to any other remedies available to us, we may terminate your access to the Services with immediate effect if you are in material breach of any obligation in this Agreement. We also reserve the right to terminate or suspend your access to the Services where deemed reasonably necessary by us in our sole discretion.

- iii. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, your access rights granted hereunder shall also terminate, and you shall cease using the Services and Materials. No expiration or termination shall affect your obligation to pay all fees that may have become due before such expiration or

termination or entitle you to any refund.

- iv. **Deletion of Information following Termination.** At the option of the Customer, the Company shall delete (in accordance with the terms of the DPA) or return all Customer Data stored in the Company's database in its then current format, free of charge. If the Customer requires any Customer Data to be returned in a different format the Company reserves the right to charge for this additional service on a time and materials basis; Notwithstanding the aforesaid, the Company reserves the right to delete all Customer Data six (6) months after the expiry or termination of this Agreement without giving the Customer any prior notice of such deletion.

VII. THIRD-PARTY PROVIDERS

The Company shall make all reasonable efforts to ensure that any interface or integration to a third-party provider or system used by you operates correctly. You acknowledge that the successful operation of any interface or integration is dependent upon the technical set up of the third-party systems, and you agree that the Company cannot be held liable for any failures in the operation of the interface or integration. Accordingly, the Company shall have no liability or obligation whatsoever to you in relation to the content on, or use of, or connection with any third-party website made available via use of the Services.

If an issue arises with regard to the effective operation of an interface or integration the Company will use all reasonable efforts to resolve the issue at the earliest opportunity.

You acknowledge that: (a) you are responsible for ensuring that it has paid and instructed the third party to co-operate with the Company; and (b) the Company has no liability whatsoever to you for any problems with any interface or integration resulting from acts or omissions of you or the third party.

VIII. ACCURACY, COMPLETENESS & TIMELINESS OF INFORMATION

A. Errors, Inaccuracies, & Omissions

Our Services may contain typographical errors, inaccuracies, or omissions that may relate to our offerings, promotions, packages, programs, events, and materials. We do not warrant the accuracy, completeness, or usefulness of this information. We disclaim all liability and responsibility placed on such information by you, or by anyone who may be informed of any of its contents.

We reserve the right to correct any errors, inaccuracies, or omissions, and to change or update information or cancel orders or programs if any information about our offerings, promotions, packages, programs, events, or materials in the Services or on any related website is inaccurate at any time without prior notice (including after you have submitted your order, request, submission, payment, form, etc.).

We do not take on any obligation to update, amend, or clarify information on the Services or on any related website, including without limitation, pricing, dates, availability, location, products, and services, except as required by law.

No specified update or refresh data applied in the Services or on any related website should be taken to indicate that all information in the Services or on any related website has been modified or updated.

B. Links in the Services

Our Services might include links to other websites, mobile applications, or social media platforms. We are not responsible for examining or evaluating the content or accuracy of any other website and do not warrant and will not have any liability or responsibility for any other party's materials or websites or for any other materials, products, or services of other websites. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any other party's websites or other platforms. Please review carefully other party's website's policies and practices and make sure you understand them before you engage in any transaction. Claims, complaints, questions, or concerns regarding other parties should be directed to that party.

IX. CONFIDENTIALITY

You may use Our Confidential Information only in connection with your use of the Services as permitted under this Agreement. You will not disclose Our Confidential Information during the subscription term or at any time during the 5-year period following the end of the subscription term. You will take all measures to avoid disclosure, dissemination, or unauthorized use of Our Confidential Information that you take to protect your own confidential information of a similar nature, but in no event less than reasonable measures. You will not issue any press release or make any other public communication with respect to this Agreement or your use of the Services. You shall return (or destroy) all documents, materials, or data containing Confidential Information to the Company without delay upon the completion of the Services, or termination of this Agreement.

You shall implement and maintain administrative, physical, and technical safeguards based upon risk assessment for the protection of the security, confidentiality, and integrity of Our Confidential Information, as required by applicable laws. Your security measures must be designed to protect Our Confidential Information from and against accidental or unlawful destruction, loss, alteration, or authorized disclosure or access.

"Our Confidential Information" means all nonpublic information disclosed by us that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Our Confidential Information includes: (a) nonpublic information relating to our technology, services, business plans, promotional and marketing activities, finances and other business affairs, and customers; and (b) third-party information that we are obligated to keep confidential. Our Confidential Information does not include any information that: (i) is or becomes publicly available without your breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) was or becomes available to you on a non-confidential basis from a source other than us, if such source has the right to disseminate such information on a non-confidential basis; or (iv) can be shown by documentation to have been independently developed by you without the use of Our Confidential Information.

X. DATA PROTECTION AND SECURITY

A. Adequate Safeguards

You will implement and maintain appropriate administrative, physical, technical, and operational safeguards based upon routinely performed risk assessments for the protection of the security, confidentiality, and integrity of Our Confidential Information and applicable laws and regulations. This requirement applies to all of the provisions of this Agreement and nothing herein limits or restricts the provisions of this Section.

B. Policies

You will maintain and enforce appropriate policies regarding the use of Silktide's network and access to Our Confidential Information. Without limitation, such policies will include the following:

- i. **Access Controls.** Access and use of Our Confidential Information will be limited to the minimum access and use of Silktide's Services, including the minimum personnel reasonably necessary for performance of Services.
- ii. **User Oversight.** You will oversee Authorized Users' access to and use of Silktide's Services and will ensure that appropriate safeguards have been implemented. You will also oversee and approve the resources and methods used to access Silktide's Services, including the use of secure email accounts and/or ensure adequate safeguards for use of non-client email accounts.
- iii. **Passwords.** Users of Silktide's Services will not be permitted to share IDs and passwords or permit anyone else to log on with the user's ID and password.
- iv. **Compliance with this Agreement.** You will confirm that you have policies and practices in place to adhere to the requirements of this Section.
- v. **Data Incident Policies and Procedures.** You will maintain, operate, and enforce appropriate policies regarding actual or suspected incidents or breaches of security, confidentiality or privacy of confidential information that involve access to or acquisition of Our Confidential Information.

C. Training

You will train your personnel on your cybersecurity policies and ensure that they are fully informed as to their responsibilities relating to security, data privacy and information security under this Agreement.

D. Legal Compliance

You will comply with all applicable laws, regulations and other binding government and judicial requirements when (i) accessing, acquiring, disclosing, modifying, or otherwise processing Our Confidential Information; and (ii) using or accessing Silktide's Services.

E. Data Incident

In the event of any actual or potential data incident or security breach involving Our Confidential Information, you will promptly investigate and will notify Silktime in the event within twenty-four (24) hours of confirming an actual or suspected breach of security, confidentiality or privacy, data incident, or unauthorized disclosure of Our Confidential Information. You will cooperate with Silktime, at your own cost, with respect to any investigation or inquiry by Silktime or a third party, including by any regulatory body or enforcement agency, regarding a suspected or actual security breach or data incident caused by the acts or omissions of you.

F. Data Processing Agreement

To the extent that you have executed a separate Data Processing Agreement (DPA) with us, the terms and conditions of that DPA will apply to your use and our provision of the Services. In the event there is any conflict between this terms of this agreement and the terms of the DPA, the terms of the DPA shall prevail.

XI. INFORMATION SECURITY

The Company shall permit you to specify which Authorized Users or Clients may access the Services through its standard application security options.

You, Authorized Users and Clients must ensure that each password is only used by the user to which it has been assigned. You are responsible for any and all activities that occur under your account and via your passwords. You will immediately notify the Company if you become aware of any unauthorized use of your account, your passwords or breach of security known to you. You shall have no liability for any loss or damage arising from your failure to comply with these requirements.

The Company may suspend access to the Services, or portion thereof, at any time, if in the Company's sole reasonable discretion, the integrity or security of the Services is in danger of being compromised by acts of you, Authorized Users or Clients. Where possible, the Company shall give you twenty-four (24) hours prior written notice before suspending access to the Services, giving specific details of its reasons.

XII. YOUR WARRANTIES

You warrant and represent that:

- i. All information you provide to us as part of your account registration including your credit card details and billing instructions is true, accurate, current, and

complete, and you agree to maintain and promptly update such information to keep it true, accurate, current, and complete;

- ii. Any and all data supplied by you or otherwise accessed by us through the provision of the Services ("Customer Data") is the sole and exclusive property of you or that you have secured any and all authorizations and rights to use the data as applicable;
- iii. You have full corporate power and authority to enter into this Agreement and to perform the obligations required herein;
- iv. You own or otherwise have and will have the necessary rights and consents in and relating to any information you provide to or make accessible to us (including personally identifiable information), including by presenting, complying with, and enforcing all appropriate disclosure and notice requirements at the point of collection of information, so that, as accessed, received, and processed by us in accordance with this Agreement, the information does not and will not infringe, misappropriate, or otherwise violate any intellectual property rights or any privacy or other rights of any third party or violate any applicable national or state laws;
- v. To the extent applicable law requires, you will notify your customers that you are using Silktide as a service provider and that Silktide may process personal information on your behalf; and
- vi. The Customer Data does not infringe the intellectual property rights of any third party.

XIII. SILKTIDE WARRANTIES; DISCLAIMERS

OUR SERVICES, AND THE INFORMATION ON OR AVAILABLE THROUGH OUR SERVICES, IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY REPRESENTATION, WARRANTIES, OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OR CONDITION OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DURABILITY, TITLE, AND NON-INFRINGEMENT. WE DO NOT GUARANTEE, REPRESENT OR WARRANT THAT YOUR USE OF OUR SERVICES, WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE DO NOT WARRANT THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE. WE DO NOT GUARANTEE THAT YOU AGREE THAT FROM TIME TO TIME WE MAY REMOVE THE SERVICES FOR INDEFINITE PERIODS OF TIME OR CANCEL THEM AT ANY TIME WITHOUT NOTICE TO YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE EXCLUDE ALL REPRESENTATIONS AND WARRANTIES RELATING TO OUR SERVICES, OR RELATED CONTENT, FOR WHICH IS OR MAY BE PROVIDED BY ANY AFFILIATES OR ANY OTHER THIRD PARTY, INCLUDING IN RELATION TO ANY INACCURACIES OR OMISSIONS IN OUR SERVICES AND/OR OUR LITERATURE.

IN NO CASE SHALL WE, OUR EMPLOYEES, AFFILIATES, AGENTS, CONTRACTORS, INTERNS, SUPPLIERS, SERVICE PROVIDERS OR LICENSORS BE LIABLE FOR ANY

INJURY, LOSS CLAIM, OR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST REVENUE, LOST SAVINGS, LOSS OF DATA, DAMAGE CAUSED TO YOUR COMPUTER, COMPUTER SOFTWARE, SYSTEMS AND PROGRAMS AND THE DATA THEREON, REPLACEMENT COSTS, OR ANY SIMILAR DAMAGES, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING FROM YOUR USE OF THE SERVICES OR IN ANY WAY RELATED TO THE SERVICES, INCLUDING BUT NOT LIMITED TO ANY ERRORS OR OMISSIONS IN ANY USE OF THE SERVICES OR ANY CONTENT OR PRODUCT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE. IN ANY EVENT, THE AGGREGATE LIABILITY OF US AND OUR AFFILIATES AND OUR SERVICE PROVIDERS UNDER THIS AGREEMENT SHALL NOT EXCEED FIVE HUNDRED DOLLARS (\$500.00).

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

XIV. ~~INDEMNIFICATION~~

~~To the fullest extent permitted by law, and except to the extent arising from our gross negligence or intentional misconduct, you agree to indemnify, defend, and hold harmless us, and our employees, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, from any claim or demand, including reasonable attorneys' fees made by any third party due to or arising out of your breach of this Agreement or the documents they incorporate by reference, or your violation of any law or rights of a third party. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with us in asserting any available defenses. You shall not settle any actions or claims on our behalf without our prior written consent.~~

XV. CHILDREN'S INFORMATION

Our Services, including our website are intended only for users over the age of eighteen (18). We do not target our Services to minors, who are under thirteen (13) (or a higher age threshold where applicable). You agree that you are not under thirteen (13) years of age. We do not intend to collect or process any information from anyone under the age of thirteen (13). If we become aware that a user is under thirteen (13) (or a higher age threshold where applicable) and has provided us with information, we will take steps to comply with any applicable legal requirement to remove such information. Contact us if you believe that we have mistakenly or unintentionally collected information from a person under the age of thirteen (13).

XVI. GOVERNING LAW

If you live in (or, if a business, your principal place of business is in) the United States, this Agreement and any separate agreements whereby we provide you access to the Services shall be governed and construed in accordance with the laws of the State of Texas, without reference to any conflict of law rules. If you live outside of the United States, this Agreement and any separate agreements whereby we provide you access to the Services shall be governed and construed in accordance with the laws of England and Wales, without reference to any conflict of law rules.

You agree that you will not use the Services in any country or in any manner prohibited by any applicable laws, restrictions, or regulations.

**XVII. ARBITRATION CLAUSE AND CLASS ACTION WAIVER –IMPORTANT
– PLEASE REVIEW AS THIS AFFECTS YOUR LEGAL RIGHTS.**

A. Arbitration Notice

You and Silktide agree that if there is any dispute or claim arising from or related to our Services and/or this Agreement will be resolved by confidential binding arbitration in San Francisco, California, rather than in court, after first giving Notice of the Dispute (“Notice”) to the other party and the opportunity to discuss resolution within thirty (30) days of such Notice. The Notice to Silktide should be sent to: Silktide Inc, 201 Spear Street, Suite 1100, San Francisco, CA, 94105-6164. This Notice must include a description of the nature and basis of the claims the party is asserting, and the relief sought.

If you and Silktide are unable to resolve the claims described in the Notice within thirty (30) days after the Notice is sent, you or Silktide may initiate arbitration proceedings. **There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages) and must follow the provisions of these Terms & Conditions as a court would. YOU ACKNOWLEDGE THAT YOU ARE VOLUNTARILY AND KNOWINGLY FORFEITING YOUR RIGHT TO A TRIAL BY JURY AND TO OTHERWISE PROCEED IN A LAWSUIT IN STATE OR FEDERAL COURT.**

The Federal Arbitration Act and federal arbitration law apply, and the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules and the Supplementary Procedures for Consumer Related Disputes. Payment of all filing, administration and arbitrator fees will be governed by the AAA’s rules.

The arbitration shall be held in the state of Delaware or at another mutually agreed location. If the value of the relief sought is \$10,000 or less, you or we may elect to have the arbitration conducted by telephone or based solely on written submissions, which election shall be binding on you and us subject to the arbitrator’s discretion to require an in-person hearing if the circumstances warrant. Attendance at an in-person hearing may be made by telephone by you and us unless the arbitrator requires otherwise.

The arbitrator will decide the substance of all claims in accordance with the laws of the Delaware, including recognized principles of equity, and will honor all claims of privilege recognized by applicable law. The arbitrator’s award shall be confidential, final, and binding, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Notwithstanding any provision in this Agreement to the contrary, you and we agree that if we make any change to this Section (other than a change to any notice address or website link provided herein) in the future, that change shall not apply to any claim that was filed

in a proceeding against us prior to the effective date of the change. Moreover, if we seek to terminate this Section, any such termination shall not be effective until thirty (30) days after the version of the Agreement containing this Section is posted to the websites and shall not be effective as to any claim that was filed in a proceeding against us prior to the effective date of termination.

CLASS ACTION WAIVER: YOU AND SILKTIDE AGREE THAT DISPUTES BETWEEN YOU AND US WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION. If for any reason a claim proceeds in court rather than in arbitration, we each waive any right to a jury trial. We also both agree that you or we may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

B. Claims and Disputes Must be Filed Within One Year

To the extent permitted by law, and without limiting the effect of any disclaimer contained herein, any cause of action or claim you may have with respect to your use of the Services, including, without limitation, any website or other Services-related product, services, or other content must be commenced within one (1) year after the claim or cause of action arises. This section applies to you and your heirs, successors, and assigns.

XVIII. SEVERABILITY

To the extent that any provision of this Agreement is deemed to be unlawful, void, or unenforceable, including the binding arbitration clause and class action waiver, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from this Agreement. Such determination shall not affect the validity and enforceability of any other remaining provisions.

XIX. NO THIRD-PARTY BENEFICIARIES

There are no third-party beneficiaries to this Agreement. We shall have the right to assign our rights or delegate any of its responsibilities under this Agreement to an affiliate or in connection with a merger, consolidation, or reorganization for the sale of substantially all of our assets.

XX. CHANGES TO THIS AGREEMENT

Amendments to, or notices to be sent under this Agreement, shall be in writing and shall be deemed to have been duly given by email to a party at the email address given for that party in the Order Form. Notwithstanding the aforesaid, the Company may change or modify the terms of this Agreement, upon giving the Customer thirty (30) days' notice via email. All changes shall be deemed to have been accepted by the Customer unless the Customer terminates the Agreement prior to the expiry of such thirty (30) day period. Neither party shall make any public statement, press release or other announcement relating to the terms or existence of this Agreement, or the business relationship of the parties, without the prior written consent of the other party. Notwithstanding the aforesaid the Company may use the Customer's name and trademarks (logo

only) to list the Customer as a client of the Company on its website and in other marketing materials and information.

Last Update: 23rd November 2021

Measure and improve your websites

Automated web accessibility and user experience
testing in a single, easy-to-use platform



Created by:

Stephanie Lang

Silktide Inc

stephanielang@silktide.com

Prepared for:

Jeff Branick

Jefferson County, TX

jeff.branick@jeffcotx.us

Voted best accessibility platform

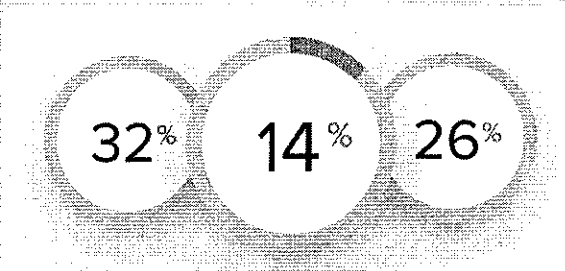
 Leader SUMMER 2022	 High Performer SUMMER 2022	 Momentum Leader SUMMER 2022	 Best Usability SUMMER 2022	 Highest User Adoption SUMMER 2022	 Best Results SUMMER 2022	 4.8 RATING
						
						
						
						

How Silktide monitors your websites

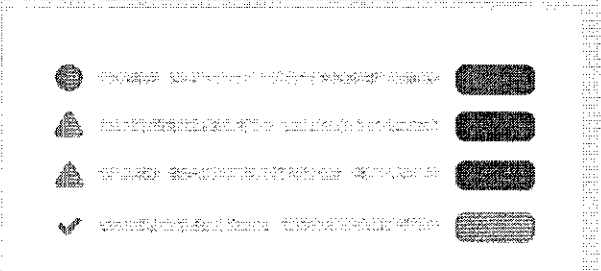
1 Scan website



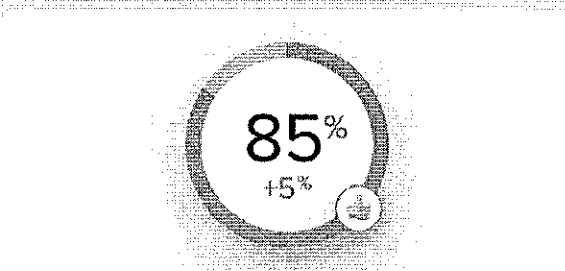
2 Get your scores



3 Fix issues



4 Scores improve



Improve your workflow

- Encourage and incentivize people to improve the website
- Gamify the process to make it fun and competitive!
- Give your management full visibility in tracking outcomes against targets
- Help you get more done in less time



“ Silktide is just so much easier to use and understand than anyone else's platform. For me that was a big driver in switching. It was just so easy.

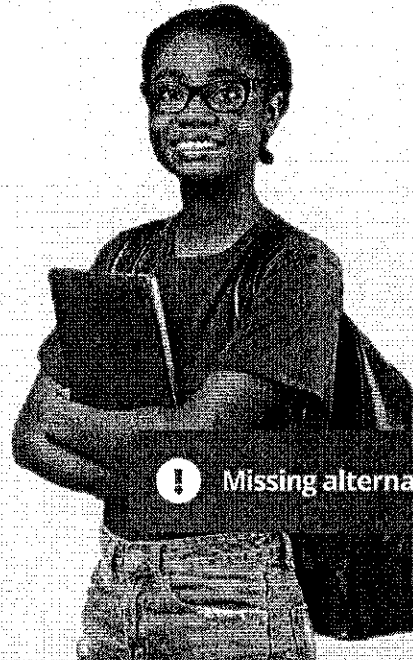
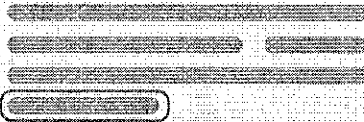
Joseph Vugteveen, Grand Valley State University

Accessibility module

Make your website accessible in the most efficient and effortless way








Transforming education for a changing world.

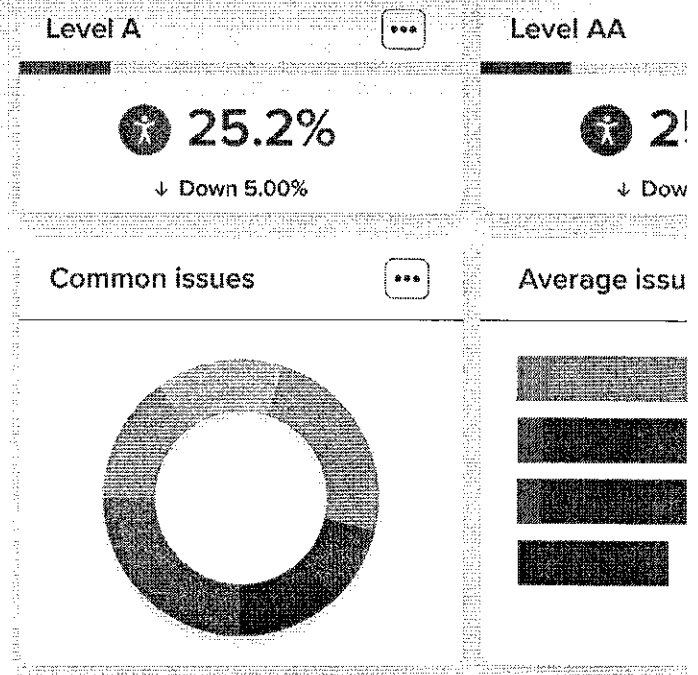


 Missing alternative text

 Inaccessible link

Finally, a way to understand and improve accessibility

-  Simplify complex accessibility guidelines
-  Meet your legal obligations under ADA, Section 508, and EU Web Accessibility Guidelines
-  Test to WCAG 2.1 AAA standards
-  Prioritize and assign tasks by severity and impact
-  Train your team and get more done





User Experience module

Ensure your website provides the best experience for all devices

✓ Step 1



Add to cart

✓ Step 2

House number

Postcode

Enter address

✗ Step 3

Card number

! This form is broken

Payment details

Improve your customer experience

- Monitor complex multi-step journeys, like checkouts and forms
- Ensure mobile device compatibility
- Improve website speed
- Monitor uptime
- Fix technical issues
- Optimize your Google Web Vitals



! This image is too wide for mobile



Content module

Maintain an error-free, great quality website

The world of exciting news has arrived!



! Spelling error

! Broken link

! Grammar error

Empower your content editors

- Ensure content is free from spelling and grammar errors
- Find and update broken links
- Enforce brand guidelines by using custom checks and policies
- Integrate with supported content management systems for a faster workflow
- Report on readability and reading age
- Check for inappropriate language

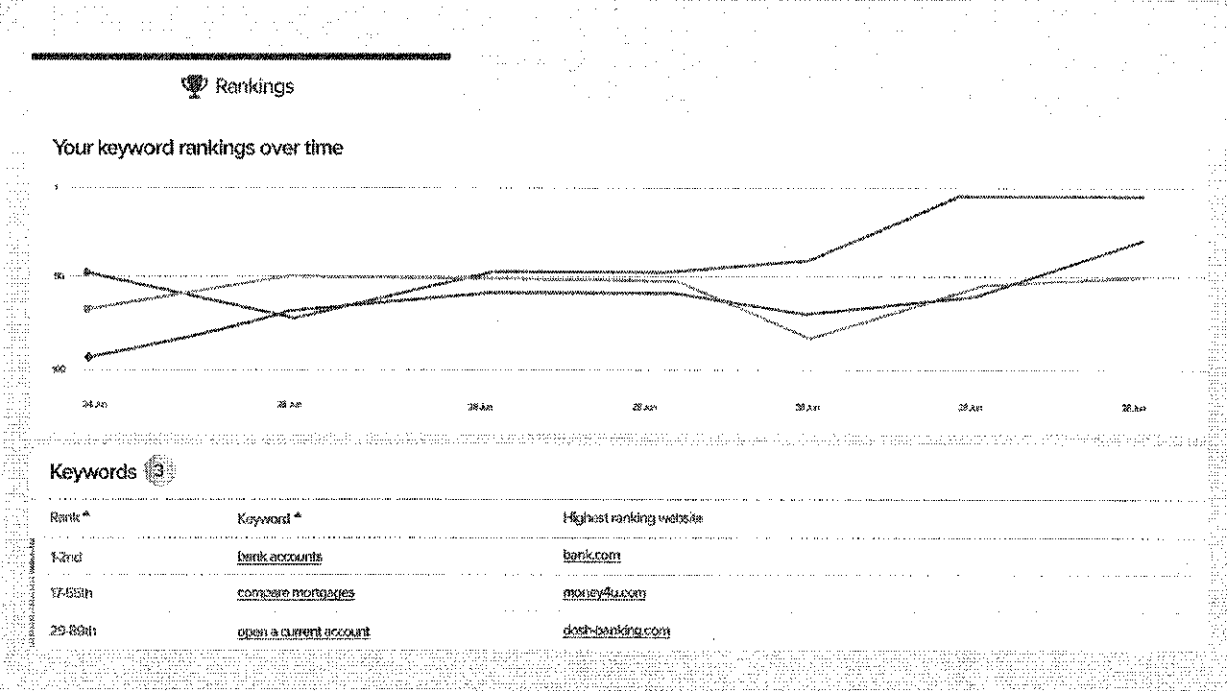
Welcome to Acme bank

! Must be written in capitals, e.g "ACME Bank"



Marketing module

Identify a range of SEO problems and get clear actionable steps to fix them



Empower your marketing team

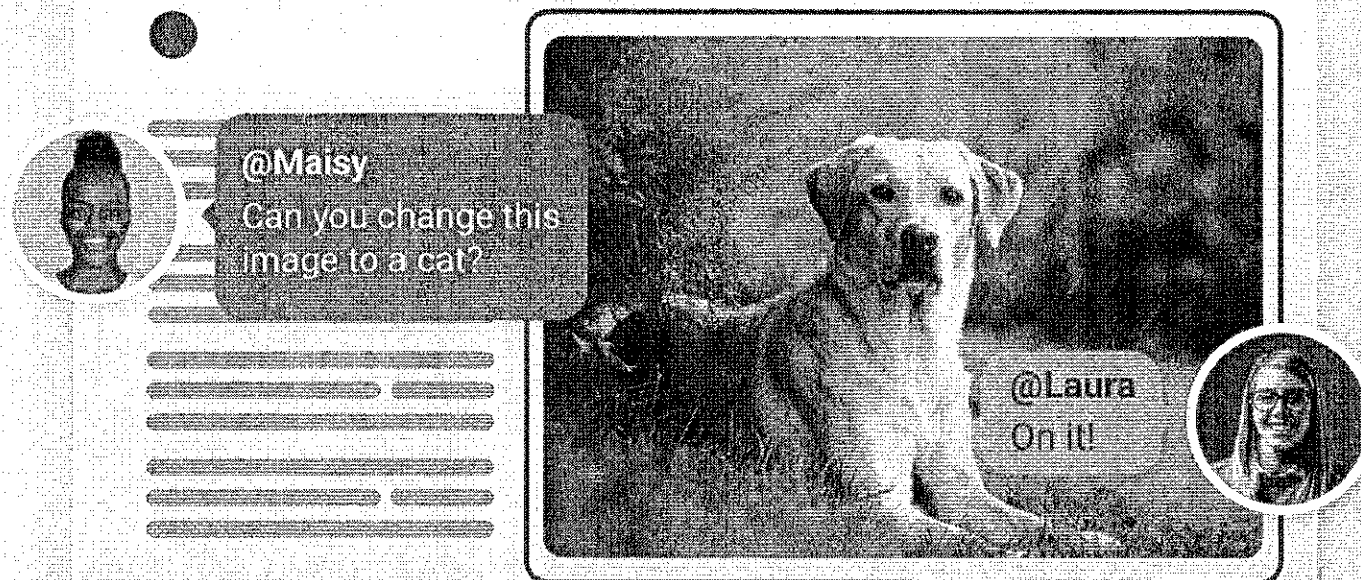
- Fix technical and content SEO issues to help your Google rankings
- Monitor global organic keyword rankings across desktop and mobile
- Get regional competitor advertising insights
- Audit backlinks and understand your popularity

Adverts 9

Advertiser ^	Advert	Location
www.bank.com/	Best Bank Accounts - Open Yours Today	UK
www.money4u.com	Compare Mortgages - Best Rates Available	USA
www.dosh-banking.com	Open A Current Account - High Interest	Canada

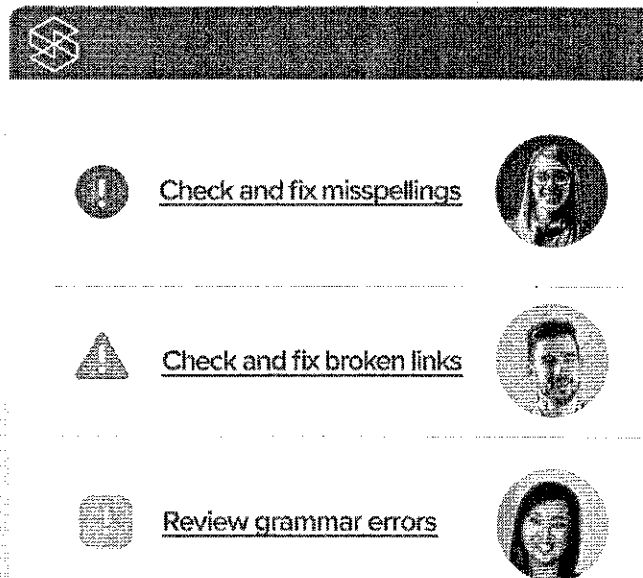
✓ Task management

Silktide helps you manage and delegate your work more efficiently



Increase your productivity

- Assign tasks to individual team members and track their progress over time
- In-platform discussion of specific issues
- Eliminate the need for screenshots and spreadsheets
- See only tasks assigned to you, to stop you feeling overwhelmed
- Easily mark any part of your webpage for change by clicking, creating a task, and notifying a user

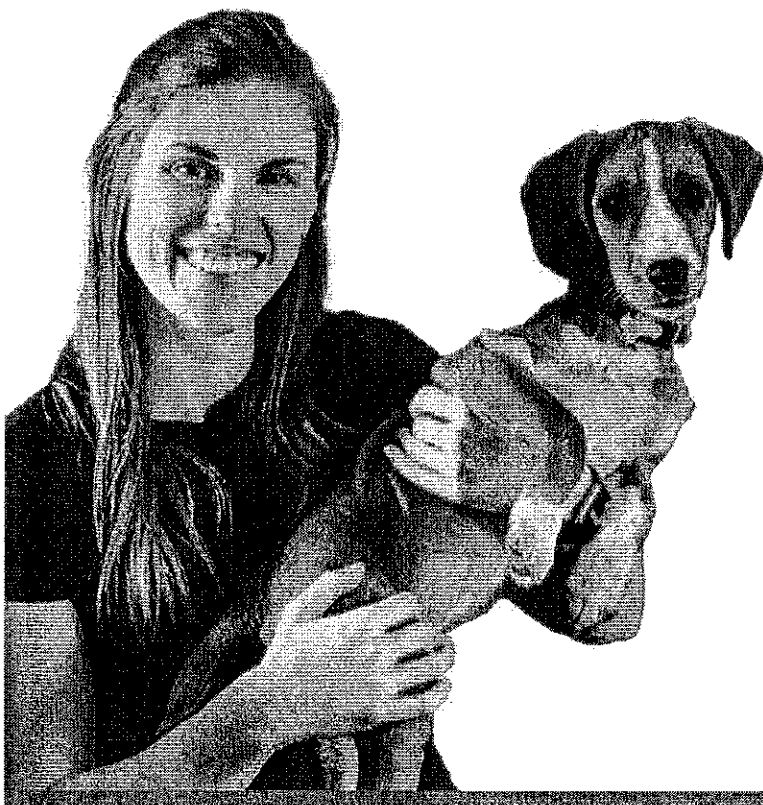


Included in your Standard support package

Learning resources

You'll get unlimited staff access to our online interactive video courses in the Silktide Academy. Track training progress and goals with self-directed learning.

You also have access to our online help center which contains reference materials for using Silktide.

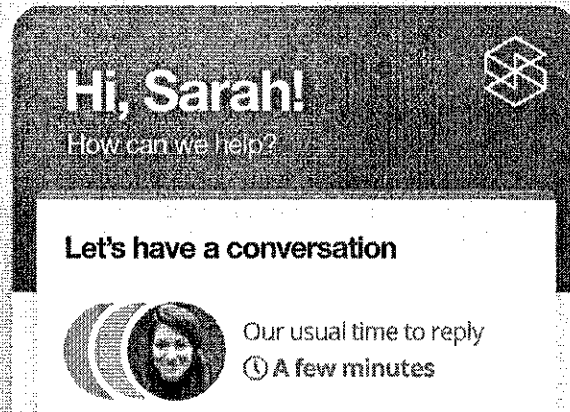


Account Manager

Your dedicated contact at Silktide for email support queries, billing, renewals, and quarterly check-ins.

Support team



Our support team is available via our Live Chat function within Silktide, as well as by email. They'll help you solve technical issues.



Additional features

We include Experiences, which are additional tests that simulate web traffic on a range of devices in different global locations and a range of connection speeds, so you can monitor how your website performs under variable conditions.

Learning resources

Silktide Academy	Unlimited staff access to online interactive video courses	
Help center	Support articles that cover all aspects of using and getting the most out of Silktide	

Support

Live support (30 hours per year)	Help with any technical problems you may face	
--	---	---

Account Manager

Quarterly email
check-ins

Score summaries, recommendations, and tips for
improving specific parts of your web estate



Additional features

20 Experiences

Monitor your website across the world, using a range of
simulated connection speeds and devices, so you can keep
track of performance



Modules

Module	Description	Included?
Content	Spelling, grammar, broken links, and custom policies	Yes
Accessibility	Simplify complex guidelines and meet legal obligations	Yes
Marketing	Keywords, advertising, SEO, and competitor analysis	Yes
User experience	Mobile, User Journeys, and Google Web Vitals.	Yes
Privacy	Cookies, GDPR, and form data monitoring	Yes

Allowances

Feature	Description	Allowance
Domains	Maximum number of domains tested	Unlimited
Users	Number of users per account	Unlimited
Web pages	Number of concurrent pages monitored	500
User Journeys	Number of user journeys tested	1
Keywords	Number of keywords monitored	100
PDFs	Number of PDFs monitored	500
Uptime monitors	Number or URLs monitored for uptime	1
VPNs	Number of VPNs to test behind firewall	0
Authentications	Testing as a logged in user	0
Single Sign-On	SSO for organization-wide login to Silktide	No

Term start date

November 1, 2023

Term end date

November 1, 2024

Description

Access to Silktide, including the modules and allowances listed in this proposal.

Annual cost (excl tax)

\$2,400

This proposal is valid until December 1, 2023

Signatures

Agreed to and executed by authorized representatives of the parties:

Client Jefferson County, TX

Name Jeff Branick

Title County Judge

Email jeff.branick@jeffcotx.us

Vendor Silktide Inc

Name Stephanie Lang

Title Account Executive

Email stephanielang@silktide.com

Signed



Signed

Stephanie Lang

ATTEST  2023-10-17

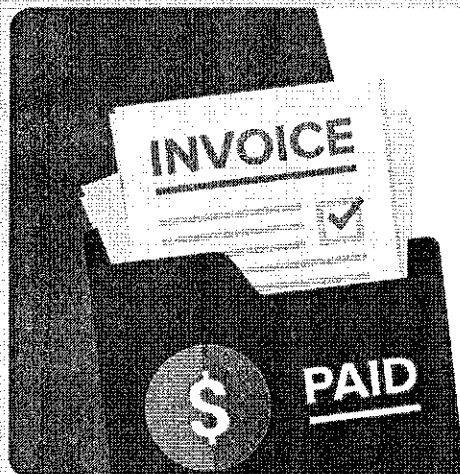
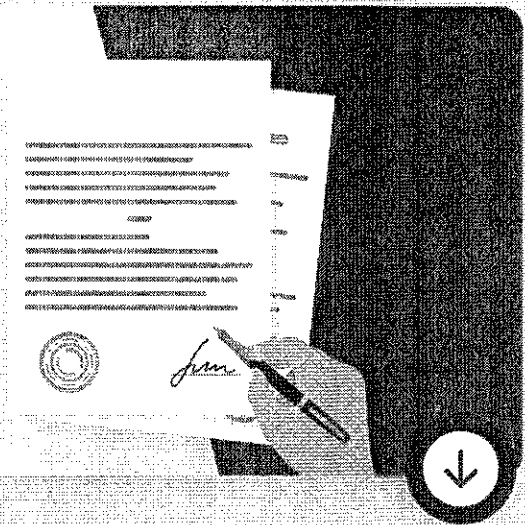
DATE 10/24/2023



In order to proceed, you will need to generate a purchase order and reference the following DIR contract number - **DIR-CPO-5116**

01/ Sign the proposal

Get started with Silktide by signing this proposal. If you have any questions or amendments to the details provided, don't hesitate to get in touch with us.



02/ Complete billing details

You'll receive an email from DocuSign that will allow you to fill out our billing details form. Please complete and submit this form as soon as possible to ensure no delays in the onboarding process.



03/ Kick-off call

Your CSM will be in touch within 24 working hours of receipt of your billing details to arrange your kick-off call and create your Success Plan.





UK Office

Silktide Ltd

Brunel Parkway, Pride Park, Derby
DE24 8HR, United Kingdom
Phone: +44 (0)1332 460 460

US Office

Silktide Inc

201 Spear Street, Suite 1100 San Francisco,
California 94105-6164 United States
Phone: 1 (800) 654 6145

e: sales@silktide.com w: silktide.com

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

CHANGE ORDER NO: 2
 DATE: 09.27.2023
 ARCHITECT'S PROJECT NO.: 21030
 CONTRACT DATE: 03.28.2023
 CONTRACT FOR: Rehabilitation

This Contract is changed as follows:

1 DUCTWORK:		
Price to re-insulate first floor ductwork that was removed during abatement.		
Mechanical Specialty Systems, LLC		\$3,609.00
		Contractor's Fee \$433.08
		Subtotal \$4,042.08
2 HVAC:		
Remove all exposed ductwork Cap return (RA) and supply (SA) duct openings flush with wall Provide new 18/12 SA grille and previously new, now relocated, 12/12 grille for the RA. Paint grilles and any exposed sheet metal cap to match wall Blankoff return air plenum box at AHU base and seal Provide new SA discharge duct and elbows previously inadvertently demo'd off the AHU discharge. Mark on the record set		
Mechanical Specialty Systems		\$2,241.00
		Contractor's Fee \$268.92
		Subtotal \$2,509.92
TOTAL:		\$6,552.00

****See attached breakdown**

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

The original Contract Sum was \$2,540,734.00
 Net change by previously authorized Change Orders \$2,890.72
 The Contract Sum prior to this Change Order was \$2,543,624.72
 The Contract sum will be increased by this Change Order in the amount of \$6,552.00
 The new Contract Sum including this Change Order will be \$2,550,176.72

The Contract Time will be increased by zero (00) days.
 The date of Substantial Completion as of the date of this Change Order therefore stays as November 4, 2023.

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

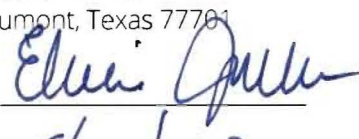
CHANGE ORDER

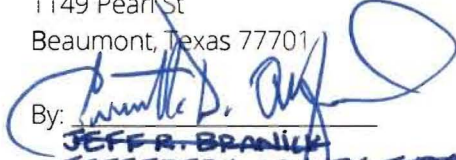
The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

N&T Construction
1376 Laurel Ave
Beaumont, Texas 77701

Jefferson Co Commissioners Court
1149 Pearl St
Beaumont, Texas 77701

By: 

By: 

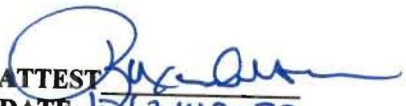
By: 

Date: 10/2/23

Date: 10/2/23

Date: October 24, 2023



ATTEST 
DATE 10/24/2023



CPR # 07

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

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

CHANGE PROPOSAL REQUEST

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

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

CHANGE PROPOSAL #: 07

DATE: 9/18/23

REFERENCE: -

SCHEDULE IMPACT: -

DESCRIPTION OF CHANGE:

Price to re-insulate first floor ductwork that was removed during abatement.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	Mechanical Specialty Systems, LLC	LS	1	\$3,609.00	Subcontractor	\$3,609.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$3,609.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
					Subtotal:	\$3,609.00
	12.00%				Contractor's Fee:	\$433.08
					Subtotal:	\$4,042.08
	0.00%				Bonds & Insurance:	\$0.00
					Change Proposal Grand Total:	\$4,042.08



MECHANICAL SPECIALTY SYSTEMS, LLC

OFFICE
4070 Washington Blvd
Beaumont, Texas 77705

OFFICE
409.842.9400
FAX
409.842.9404

MAILING
P.O. Box 22879
Beaumont, Texas 77720

TACLA28209C
TACLA51906E

September 15, 2023

To: N&T Construction, Inc.

Attn: Lauren Williams

Ref: Jefferson County - Jerry Ware Terminal & ARFF Terminal Rehabilitation
Insulation of Abated Ductwork

Lauren,

Our proposal to insulate the abated ductwork on the first floor is: \$ 3,609.00.

Material:	\$ 1,250.00
Labor:	\$ 1,875.00
5% OH:	\$ 156.00
10% M/U:	<u>\$ 328.00</u>
Total:	\$ 3,609.00

Please let me know if you have any questions.

Sincerely,

Ryan A. Rosson
President



CPR # 08

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

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

CHANGE PROPOSAL REQUEST

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

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

CHANGE PROPOSAL #: 08

DATE: 9/27/23

REFERENCE: RFI #9

SCHEDULE IMPACT: -

DESCRIPTION OF CHANGE:

Work associated with RFI #09.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	MSS	LS	1	\$2,241.00	Subcontractor	\$2,241.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$2,241.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
					Subtotal:	\$2,241.00
	12.00%				Contractor's Fee:	\$268.92
					Subtotal:	\$2,509.92
	0.00%				Bonds & Insurance:	\$0.00
					Change Proposal Grand Total:	\$2,509.92



RFI # 9

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

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

REQUEST FOR INFORMATION

TO: LaBiche Architectural Group
7999 Gladys Avenue, Suite #101
Beaumont, Texas 77706
Attn: Dohn LaBiche & Coley Mulcahy

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

SUBJECT: 3rd Floor HVAC Changes

DRAWING: M2.3

PRIORITY: HIGH

SPECIFICATION: N/A

DATE: 9/1/23

COPIES TO:

Joel Flores (N&T Construction), MSS

INFORMATION REQUESTED:

At the manager's request (Alex Rupp), he would like to demo the 3rd floor mechanical room and all associated (S/A and R/A) ductwork to include the ductwork shown in RFI #5. Reposition the unit and fab and install all new ductwork and potentially still adhere to RFI #5 that eliminates ductwork and place a S/A grille at the wall.

*If approved, this will require a new design by the engineer/architect and a change order of additional moneys to complete said work.

REPLY:

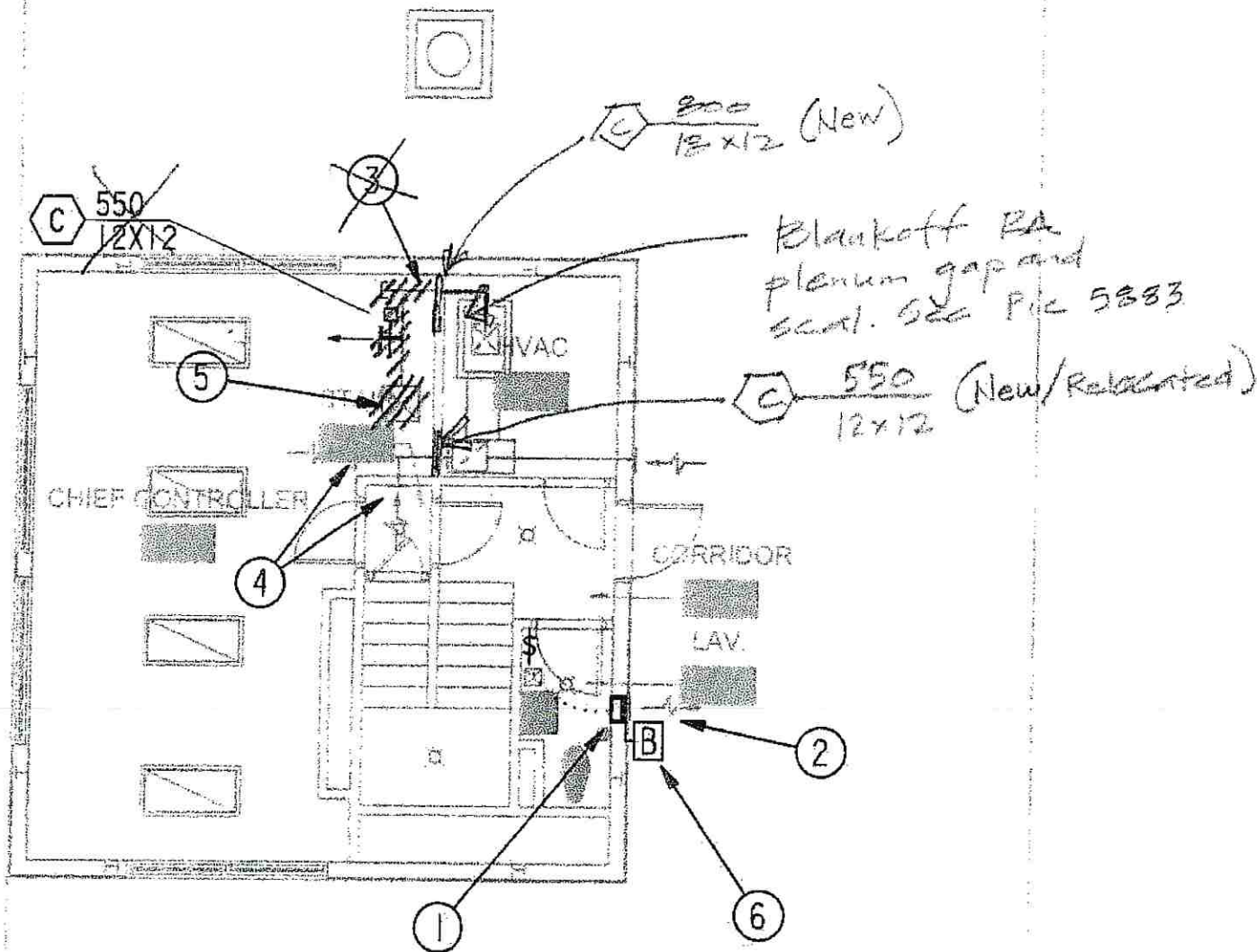
RFI 009; (REVISED)

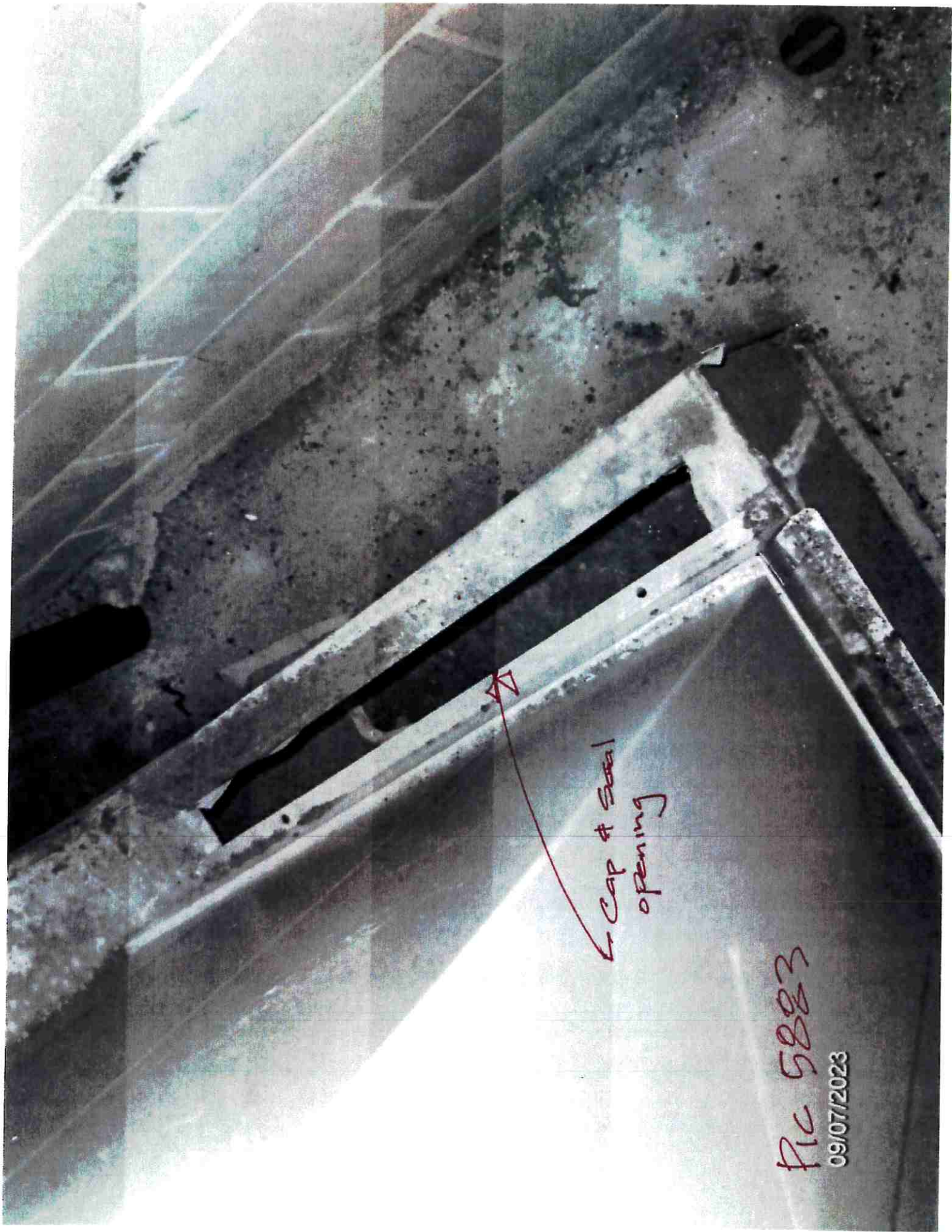
See attached sketch and provide the following;

- 1) Remove all exposed ductwork.
- 2) Cap return (RA) and supply (SA) duct openings flush with wall. Provide a new 18/12 SA grille and a previously new, now relocated, 12/12 grille for the RA. Paint grilles and any exposed sheet metal cap to match wall.
- 3) Blankoff return air plenum box at AHU base and seal. See Pic 5883.
- 4) Provide new SA discharge duct and elbows previously inadvertently dem'od off of the AHU discharge. Mark on the record set. Track added costs, if any, to this RFI. MCL/E&C 9-8-23.

Information Furnished By:

Date





Cap & Seal
opening

PLC 5883

09/07/2023



MECHANICAL SPECIALTY SYSTEMS, LLC

OFFICE
4070 Washington Blvd
Beaumont, Texas 77705

OFFICE
409 842.9400
FAX
409 842 9404

MAILING
P.O. Box 22879
Beaumont, Texas 77720

TACLA28209C
TACLA51906E

September 27, 2023

To: N&T Construction, Inc.

Attn: Lauren Williams

Ref: Jefferson County - Jerry Ware Terminal & ARFF Terminal Rehabilitation
Change Proposal for RFI #9 (3rd Floor)

Lauren,

Our proposal for the work associated with RFI #9 is: \$ 2,241.00.

This work includes:

- Add supply grille at wall
- Cap & seal openings
- Fab and install ductwork removed by abatement
- Blank-off R/A plenum

Material:	\$ 456.00
Labor:	\$ 1,484.00
5% OH:	\$ 97.00
10% M/U:	<u>\$ 204.00</u>

Total Change Proposal: \$ 2,241.00

Please let me know if you have any questions.

Sincerely,

Ryan A. Rosson
President

IFB 23-005/JW
PO# 000033

CHANGE ORDER

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

CHANGE ORDER NO: 3
DATE: 10.12.2023
ARCHITECT'S PROJECT NO.: 21030
CONTRACT DATE: 03.28.2023
CONTRACT FOR: Rehabilitation

This Contract is changed as follows:

1 SEAL:	
Seal existing 1 st floor ductwork per response to RFI#6	
Mechanical Specialty Systems, LLC	\$4,909.00
	Contractor's Fee \$589.08
TOTAL:	\$5,498.08

**See attached breakdown

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

The original Contract Sum was \$2,540,734.00
 Net change by previously authorized Change Orders \$9,442.72
 The Contract Sum prior to this Change Order was..... \$2,550,176.72
 The Contract sum will be increased by this Change Order in the amount of \$5,498.08
 The new Contract Sum including this Change Order will be \$2,555,674.80

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

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

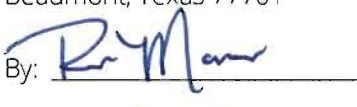
NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

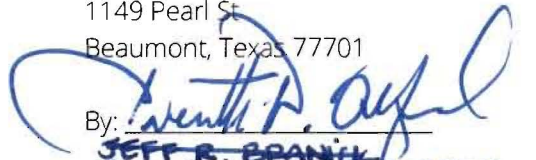
The LaBiche Architectural Group
7999 Gladys Avenue, Suite 101
Beaumont, Texas 77706

N&T Construction
1376 Laurel Ave
Beaumont, Texas 77701

Jefferson Co Commissioners Court
1149 Pearl St
Beaumont, Texas 77701

By: 

By: 

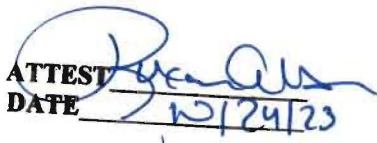
By: 
JEFF R. BRANCH
JEFFERSON COUNTY JUDGE

Date: 10/16/23

Date: 10/16/2023

Date: October 24, 2023



ATTEST
DATE 
10/24/23





CPR # 09

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

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

CHANGE PROPOSAL REQUEST

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

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

CHANGE PROPOSAL #: 09

DATE: 10/3/23

REFERENCE: -

SCHEDULE IMPACT: -

DESCRIPTION OF CHANGE:

Seal existing 1st Floor ductwork per response to RFI #6

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	Mechanical Specialty Systems, LLC	LS	1	\$4,909.00	Subcontractor	\$4,909.00
2						\$0.00
3						\$0.00
4						\$0.00
5						\$0.00
6						\$0.00
0						\$0.00
8						\$0.00
9						\$0.00
10	Cost of Work Total:					\$4,909.00
11	N&T General Conditions:					\$0.00
12	Supervision	Days		\$300.00		\$0.00
13	Clean-up	Hours		\$20.00		\$0.00
14	Dumpster	Each		\$400.00		\$0.00
15						\$0.00
					Subtotal:	\$4,909.00
	12.00%				Contractor's Fee:	\$589.08
					Subtotal:	\$5,498.08
	0.00%				Bonds & Insurance:	\$0.00
					Change Proposal Grand Total:	\$5,498.08



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA – President
Greg Wall, AIA

7999 Gladys Ave., Suite 101
Beaumont, Texas 77706
(409)860-0197 fax: (409) 860-0198

REQUEST FOR INFORMATION

Date: 08.23.2023

RFI#: 6

CONTRACTOR: N&T

PROJECT NAME: Jerry Ware Terminal

PROJECT #: 21030

ITEMS DISCUSSED: ~~3rd Floor Ductwork~~ — Ductwork Clarifications

1. The abatement crew took down (3) ductwork elbows that need to be fabricated/replaced by TX Air Duct Systems
2. There is existing ductwork that is not sealed. Are we going to be required to seal this ductwork that is not in our scope of work?
3. The attached drawing shows double-wall ductwork but the spec is not clear about whether it is perforated inner or solid. The specs say for medium pressure duct which this is not. We priced it solid inner. 23 31 00-7 2.06B
4. Also, the attached drawing shows an existing elbow with internal liner. Depending on the answer to question 3, what should be done here.

ACTION REQUIRED:

Item 1; Noted.

Item 2; It is recommended that existing duct to be re-used be sealed. Provide pricing.

Item 3; Solid duct liner for double wall is acceptable.

Item 4; Existing elbows with liner are acceptable for re-use. Seal as required to eliminate any air leaks.

MCL/E&C 8-23-23.



MECHANICAL SPECIALTY SYSTEMS, LLC

OFFICE
4070 Washington Blvd
Beaumont, Texas 77705

OFFICE
409.842.9400
FAX
409.842.9404

MAILING
P.O. Box 22879
Beaumont, Texas 77720

TACLA28209C
TACLA51906E

September 13, 2023

To: N&T Construction, Inc.

Attn: Lauren Williams

Ref: Jefferson County - Jerry Ware Terminal & ARFF Terminal Rehabilitation
RFI #6, Item #2 Change Proposal

Lauren,

Our proposal to seal the existing duct to be re-used is: \$ 4,909.00.

Labor:	\$ 3,642.00
Material:	\$ 608.00
5% OH:	\$ 213.00
10% M/U:	\$ <u>446.00</u>

Total Change Proposal: \$ 4,909.00

Please let me know if you have any questions.

Sincerely,

Ryan A. Rosson
President
Mechanical Specialty Systems, LLC



The LaBiche
ARCHITECTURAL GROUP, INC.

Dohn H. LaBiche, FAIA – President
Greg Wall, AIA

7999 Gladys Ave., Suite 101
Beaumont, Texas 77706
(409)860-0197 fax: (409) 860-0198

REQUEST FOR INFORMATION

Date: 08.23.2023

RFI#: 6

CONTRACTOR: N&T

PROJECT NAME: Jerry Ware Terminal

PROJECT #: 21030

ITEMS DISCUSSED: 3rd Floor Ductwork

1. The abatement crew took down (3) ductwork elbows that need to be fabricated/replaced by TX Air Duct Systems
2. There is existing ductwork that is not sealed. Are we going to be required to seal this ductwork that is not in our scope of work?
3. The attached drawing shows double-wall ductwork but the spec is not clear about whether it is perforated inner or solid. The specs say for medium pressure duct which this is not. We priced it solid inner. 23 31 00-7 2.06B
4. Also, the attached drawing shows an existing elbow with internal liner. Depending on the answer to question 3, what should be done here.

ACTION REQUIRED:

Item 1; Noted.

Item 2; It is recommended that existing duct to be re-used be sealed. Provide pricing.

Item 3; Solid duct liner for double wall is acceptable.

Item 4; Existing elbows with liner are acceptable for re-use. Seal as required to eliminate any air leaks.

MCL/E&C 8-23-23.

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 Alfred 
DATE: October 16, 2023
RE: **Transfer Funds --Out Series -- FY 2023**

Please make the following transfer as indicated. Thank you.

Transfer **\$6,295** from account # 114-0402-431.10-28 (Laborers) into account # 114-0402-431.30-01 (Asphalt) for additional cost of road material.

EA/nr

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 17, 2023

The following FY 2023 budget transfer for the Road & Bridge Pct 3 is necessary for repairs to tractor.

113-0305-431-4018	Road Machinery	\$25,590
113-0302-431-1009	Foreman	\$25,590

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: PATRICK SWAIN
SUBJECT: BUDGET TRANSFER
DATE: OCTOBER 17, 2023

The following FY 2023 budget transfer for the Engineering is necessary for repairs.

115-0501-431-4008	Autos & Trucks	\$3	
115-0501-431-3084	Minor Equipment		\$3

**RE: Jefferson County– Crane Bayou Pump Station/Generator Improvements
Texas GLO Community Development Block Grant Program
Project Contract # B-17-DM-48-0001/20-065-121-C408
Letter of Reevaluation of the Environmental Review and Authority to Use Grant
Funds dated April 20, 2023
Memorandum to the File**

Dear Sirs:

Jefferson County is submitting this letter to the file to reevaluate proposed changes to the project known as Crane Bayou Pump Station/Generator Improvements. The current project footprint description remains unchanged. The project description includes additional elements addressed in this letter.

This letter is in response to a change in the project activities wherein the County has selected an alternative not in the original finding of the environmental review of project activities for improvements at Levee Road, Jefferson County, TX.

This letter further supports that the original environmental review remains intact and is in accordance with HUD regulations under **24 CFR 58.47** associated with the reevaluation of an approved project. The regulation lists three possible reasons to support reevaluating a project.

1. The recipient proposes substantial changes in the nature, magnitude or extent of the project, including adding new activities not anticipated in the original scope of the project;
2. There are new circumstances and environmental conditions which may affect the project or have a bearing on its impact, such as concealed or unexpected conditions discovered during the implementation of the project or activity which is proposed to be continued; or
3. The recipient proposes the selection of an alternative not in the original finding.

The County has determined this re-evaluation is necessary due to the selection of an alternative not in the original finding". The original project review did not include the following four construction elements:

The original did not include four items at the project site. These include:

- bollards located in front of the proposed new generator building,
- a laydown area where truck deliveries will occur for construction,
- a mobile generator on a trailer to use as backup during construction, and
- a new door to be added to the existing concrete generator building.

The justifications reflecting no impact to the existing environmental review documentation include:

- the bollards will prevent parking accidents adjacent to the new generator building onsite,
- the additional area for construction is necessary for delivery of construction materials onsite,
- the temporary backup generator will serve the site during construction, and
- the additional door on the existing concrete building will help address accessibility and ensure worker safety.

Hence continued compliance with 24 CFR 50.4, 58.5 and 58.6 Laws and Authorities is expected. See the attached checklist used for reevaluation and the corresponding attachments to support these conclusions. Also provided is a summary document that describes the potential impacts for the proposed changes in scope.

Mitigation factors included in the original evaluation remain unchanged. The County provides the following summary in support of reaffirming the original environmental review record findings:

- There are no compliance issues with comprehensive plans or negative urban impact anticipated.
- **Endangered Species Act of 1973, particularly section 7; 50 CFR Part 402** – the proposed changes to construction activities represent no significant adverse impacts to rare, threatened, or endangered species, or other fish and wildlife resources are anticipated. No additional construction elements will represent potential impact.
- **Historic Preservation – National Historic Preservation Act of 1966, particularly sections 106 and 110; 36 CFR Part 800** - no additional historic properties are affected or present. However, a mitigating factor noted by the Texas Historic Commission in their original consultation response included that if buried cultural materials are encountered during construction or disturbance activities, work should cease in the immediate area and contact should be made to THC. Considering no additional ground disturbance beyond the existing use/clearance area will occur and or be altered from the original review, the project was not submitted to the THC or tribal communities for an updated project. The project area is previously disturbed, and no additional digging is expected.
- **Coastal Management Zones:** no additional impacts for coastal management zones are expected.
- **Wetlands Protection Executive Order 11990, particularly sections 2 and 5** - no additional wetland impact is not expected as the activities will not expand previous stated impact to wetland areas.
- **Floodplain Management Executive Order 11988, particularly section 2(a); 24 CFR - Part 55** No additional impact to the 100-year floodplain is expected as the project area will not include additional use except for deliveries to an existing laydown area. In addition, as identified in the attached map, the area is included in the environmental clearance area – see Floodplain maps for this project. Further, no activities will occur

below the base flood elevation for the area and will not require additional flood proofing.
See engineering plans provided.

General location maps and other maps created during the original ERR remain intact at the existing project boundaries. Engineering has been altered to reflect the new additions to the site as well as directions for preventing floodplain impact. See Attached documents.

The environmental review record is being updated with the information provided through this letter of reevaluation. As signature authority for the responsible entity Jefferson County, I confirm the original findings are still valid.


Sincerely,

Jeff Branick
County Judge

Enc: Authority to Use Grant Funds
Reevaluation Checklist
Existing Mitigation Measures for Continued Use
Engineering Exhibit Map
NFHL Floodplain map

RESOLUTION

BE IT RESOLVED PURSUANT TO THE TEXAS PROPERTY TAX CODE, SECTION 26.09, THAT COMMISSIONERS' COURT OF JEFFERSON COUNTY HEREBY APPROVE THE 2023 TAX ROLL THIS 24 DAY OF October, 2023.



JEFF BRANICK
County Judge



VERNON PIERCE

Commissioner, Precinct No.
1



CARY ERICKSON

Commissioner, Precinct No.
2

MICHAEL SINEGAL
Commissioner, Precinct No.
3

EVERETTE D. ALFRED
Commissioner, Precinct No.
4

Sworn to and subscribed before me, the undersigned authority, this 24 day of October, 2023.



ROXANNE ACOSTA-HELLBERG, County Clerk



Jurisdiction: 1 JEFFERSON COUNTY

Total Parcels: 149,421 Tax Rate: 0.3590000 Opt Hom: 0.2000000
 Market Value: 44,630,811,402 State Hom: 0 Opt O65: 40,000
 State O65: 0 Opt Disabled: 0
 Disabled: 40,000

AG Exclusion Count: 4,141 AG Exclusion Amt: 517,669,953
 Timber Exclusion Count: 454 Timber Exclusion Amt: 27,565,847
 HS Capped Count: 32,297 HS Capped Amt: 808,646,729
 Assessed Value: 43,276,928,873

Prorated-Exxy Count/Amt: 6,552 2,913,465,613 Low Income Housing Count/Amt: 10 18,752,210
 100% Exempt Vet Count/Amt: 891 176,453,126 Pollution Control Count/Amt: 160 801,152,962
 Inumed Residential Homestead Count/Amt: 189 6,053,048 Pro Charitable Functions Count/Amt: 29 7,394,148
 Pro Youth Associations Count/Amt: 25 14,053,685 Surviving Spouse First Responder Count/Amt: 2 422,839
 Prorated-Exxl Count/Amt: 4 2,380,627 Surviving Spouse Active Duty Count/Amt: 1 17,930
 Chdo Count/Amt: 34 3,043,683 Abatement Count/Amt: 20 5,238,440,930
 Pro Schools Count/Amt: 83 46,451,542 Hb366 Count/Amt: 820 976,786
 Pro Misc Exempts Count/Amt: 127 9,107,354

State Homestead Count: 0 State Homestead Amt: 0
 Local Homestead Count: 50,572 Local Homestead Amt: 1,715,537,729
 State Over 65 Count: 0 State Over 65 Amt: 0
 Local Over 65 Count: 20,496 Local Over 65 Amt: 779,657,293
 Surviving Spouse Count: 149 Surviving Spouse Amt: 5,696,490
 State Disabled Count: 0 State Disabled Amt: 0
 Local Disabled Count: 2,148 Local Disabled Amt: 81,338,221
 Total VET Count: 1,311 Total VET Amt: 13,309,747
 *VET Surviving Spouse Count: 48 *VET Surviving Spouse Amt: 485,254

Partial Exempt Values: 2,595,539,480
 Taxable Value: 31,443,222,910
 Total Levy Amt: 110,311,053.29
 Late AG Penalty Count: 16 Late AG Penalty Amt: 465.51
 Late Rendition Penalty Count: 2,329 Late Rendition Penalty Amt: 72,559.85
 Other Penalty Count: 9 Other Penalty Amt: 144.03
 Frozen Account Count: 21,650
 Frozen Homesite Value: 3,424,159,505
 Frozen Taxable Value: 1,854,033,683
 Unfrozen Levy Amt: 6,655,980.59
 Frozen Levy Amt: 4,014,479.88
 Frozen Levy Loss Amt: 2,641,500.71
 Total Non-Exempt Parcel Count: 149,421



TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

October 12, 2023

Mr. Patrick Swain
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

Dear Mr. Swain:

Attached is the **2023 Certified Tax Roll Summary**. Pursuant to the Texas Property Tax Code, Section 26.09, this certified tax roll summary should be approved by your Board of Directors at your next board meeting. After the approval, please return the resolution for retention in the Tax Office.

If you should have any questions or require further information, please feel free to call.

Sincerely,

TERRY WUENSCHEL, PCC
Interim Assessor-Collector of Taxes
Jefferson County, Texas

TW:ce

Attachment

cc: Fran Lee

grandrop.ltr

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL, BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

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

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

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

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

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

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 250,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

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

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

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

the Project. However, no such additional allocation is guaranteed.

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

2. TERM OF AGREEMENT

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

3. PAYMENTS

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

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

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

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

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

6. RETURN OF FUNDS; RECOUPMENT

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

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

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

7. FAILURE TO PERFORM

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

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

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

8. TERMINATION

- A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:
1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
 2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
 3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

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

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

9. CLOSEOUT

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

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

10. INDEMNIFICATION

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

11. NOTICES

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

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

jeff.branick@jeffcotx.us

Land Manor, Inc
Arlene Greene, Executive Director
4655 Collier Street
Beaumont, Texas 77706

agreene@landmanor.org

12. RESERVATION OF RIGHTS

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

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

13. FURTHER ASSURANCE

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

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

14. ASSIGNMENT

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

15. AMENDMENTS

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

16. VENUE AND CHOICE OF LAW

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

17. SEVERABILITY

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

18. INTEGRATED DOCUMENT

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

19. NO THIRD-PARTY BENEFICIARY

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

20. HEADINGS

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

21. AUTHORITY TO SIGN

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

JEFFERSON COUNTY, TEXAS

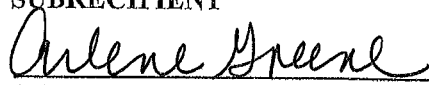


Jeff Branick
County Judge
Jefferson County, Texas

10/10/23

Date


SUBRECIPIENT



Arlene Greene
Executive Director
Land Manor, Inc.

Date

ATTEST:




Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

10/10/23

Date

ATTEST:



Jessica Bean
Associate Executive Director
Land Manor, Inc.

Date

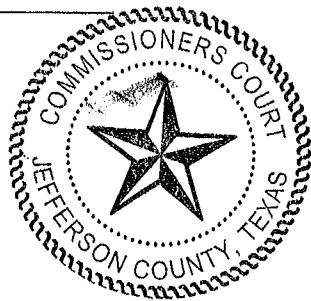


EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Land Manor, Inc.

Subrecipient Mailing Address

4655 Collier Street
Beaumont, Texas 77706

Subrecipient Primary Contact

Name: Arlene Greene

Title: Executive Director

Email: agreene@landmanor.org

Phone #: (409) 838-3946

Subrecipient Secondary Contact

Name: Jessica Bean

Title: Associate Executive Director

Email: jbean@landmanor.org

Phone #: (409) 838-3946

Subrecipient Unique Entity Identifier

RK6JY6LK3K13

SLFRF Subaward Amount

\$ 250,000.00

Project Name

Franklin House North roof repair/replace
Franklin House South interior repairs/renovation

Project Physical Address

Franklin House North : 5670 Concord Road
Beaumont, Texas 77708
Franklin House South : 1635 Avenue A
Beaumont, Texas 77701

Project Description

At the Franklin House North facility, repair and/or replace the existing roof.
At Franklin House South facility, repair/replace damaged or non-compliant elements, components, systems, fixtures and/or finishes.

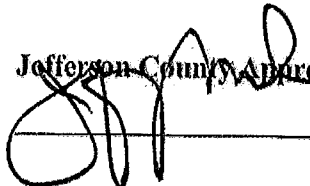
Project Goals / Intended Outcomes

To repair and/or replace damaged elements of two Land Manor facilities in order to become compliant with accreditation requirements and continue to provide services to disadvantaged populations.

Approved Activities / Scope of Work

1. Design, Engineering and Project Mangement
2. Permitting and fees
3. Construction
4. Administrative
- 5.
- 6.
- 7.
- 8.
- 9.
- 10.

Jefferson County Approval & Date

 10/10/23

Subrecipient Signature & Date

 10/17/23

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

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

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

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

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

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

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

Eligible Costs Timeframe

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

Obligations

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

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

Expenditures

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

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

C. Required Information for Project and Expenditure Reports

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

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

D. Civil Rights Compliance

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

JEFFERSON COUNTY, TEXAS

FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY

For the Month Ending September 30, 2023 (Unadjusted)



Patrick Swain - County Auditor

PATRICK SWAIN
COUNTY AUDITOR
(409) 835-8500



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

October 16, 2023

Honorable Commissioners Court:
Judge Jeff R. Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael "Shane" Sinegal
Commissioner Everette "Bo" Alfred

Gentlemen:

In compliance with Section 114.023 of the Local Government Code, I herewith present the monthly report of the financial condition of Jefferson County as of September 30, 2023(Unadjusted) together with the results of operations of the budget for the twelfth period then ended.

Revenue:

Total budgeted revenue collected for the month ending September 30, 2023 (Unadjusted) is \$155,637,298. Budgeted Revenues are \$145,842,157, resulting in additional revenue collection of \$9,795,141 in order to meet our budgetary revenue goals. Highlights of revenues are as follows:

Property Taxes:

Property tax collections are \$100,972,247 for the twelve months of the year. This amount represents 99.12% of the budgeted amount of \$101,866,087.

Sales Taxes:

Revenue from Sales Tax has exceeded the budgeted amount of \$29,700,000 by \$2,978,605.

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Licenses & Permits:

Revenue from Licenses & Permits have exceeded the budgeted amount of \$434,000 by \$6,654.

Intergovernmental:

Intergovernmental Revenue has exceeded the budgeted amount of \$1,311,000 by \$385,326.

Fees:

Revenue from Fees has exceeded the budgeted amount of \$10,234,270 by \$1,823,251.

Fines and Forfeitures:

Eighty-one percent of Fines and Forfeitures have been collected. Revenues from Fines and Forfeitures are budgeted to be \$1,500,000.

Interest:

Revenue from Interest has exceeded the budgeted amount of \$766,800 by \$5,777,410.

Other Revenues:

Other Revenues has exceeded the budgeted amount of \$30,000 by \$2,935.

Expenditures:

Overall for the County's budgeted funds, ninety-three percent of the expenditures have been spent.

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Expenditures are budgeted to be \$157,957,745, which includes General Funds and debt service funds, excluding budgeted transfers of \$3,253,570 for the fiscal year ending September 30, 2023 (Unadjusted).

Please call me if you have any questions on the enclosed report.

Sincerely,

A handwritten signature in black ink, appearing to be 'Patrick Swain', written over a horizontal line.

Patrick Swain
County Auditor

JEFFERSON COUNTY, TEXAS
FINANCIAL & OPERATING
STATEMENTS - COUNTY FUNDS ONLY
FOR THE MONTH ENDING SEPTEMBER 30, 2023 (UNADJUSTED)
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Jefferson County, Texas
Consolidated Balance Sheet
For The Month Ending September 30, 2023 (Unadjusted)

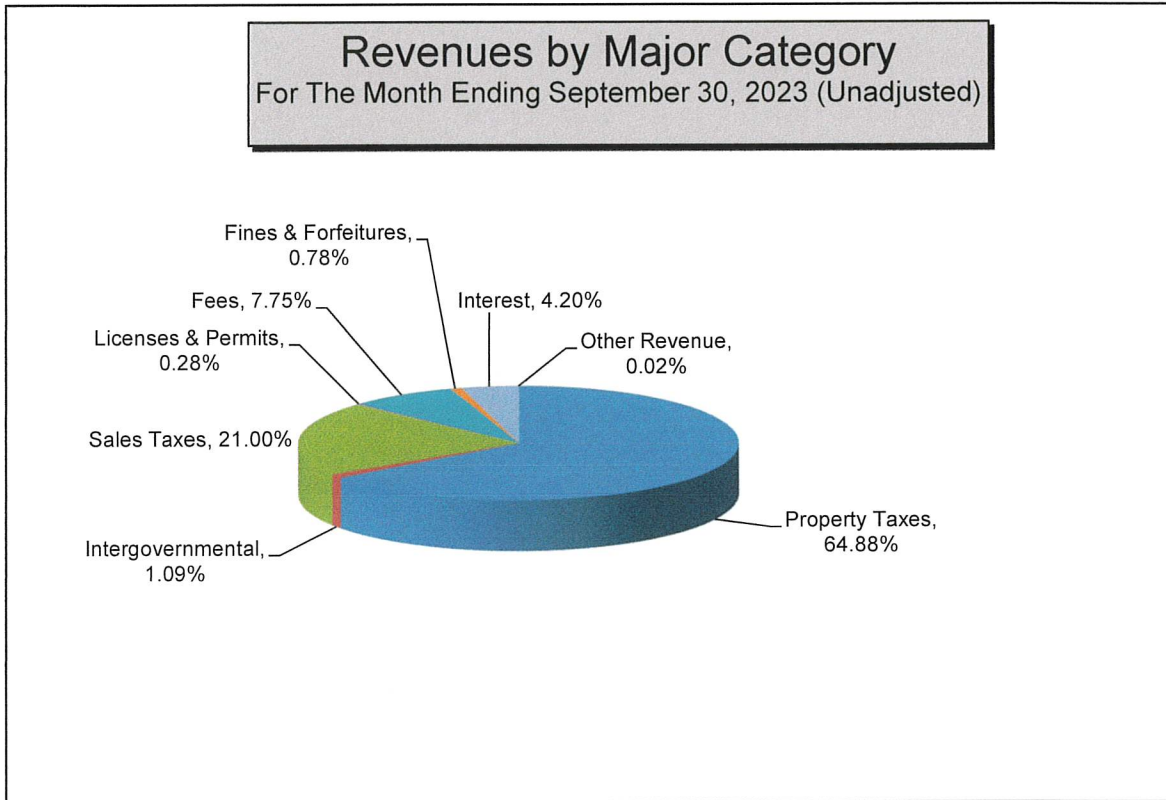
	<u>General Funds</u>	<u>Special Revenue Funds</u>	<u>Capital Project Funds</u>	<u>Debt Service Funds</u>	<u>Enterprise Funds</u>	<u>Internal Service Funds</u>	<u>Total</u>
<u>ASSETS</u>							
Cash and Cash Equivalents	\$ 75,406,631	68,675,943	8,496,574	426,666	(877,194)	4,459,118	\$ 156,587,738
Receivables & Prepaids	6,814,258	13,501	-	284,379	302,301	-	7,414,439
Intergovernmental Receivables	(56,611)	-	-	-	-	-	(56,611)
Due From Other Funds	150,000	-	-	-	-	-	150,000
Inventory	968,360	9,367	-	-	194,093	-	1,171,820
Other Assets	155,220	-	-	-	77,248,855	-	77,404,075
	<u>155,220</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>77,248,855</u>	<u>-</u>	<u>77,404,075</u>
 Total Assets	 \$ <u>83,437,858</u>	 \$ <u>68,698,811</u>	 \$ <u>8,496,574</u>	 \$ <u>711,045</u>	 \$ <u>76,868,055</u>	 \$ <u>4,459,118</u>	 \$ <u>242,671,461</u>
 <u>LIABILITIES AND FUND BALANCE/EQUITY</u>							
Payables	\$ 3,252,959	347,110	-	-	(109,250)	2,625,852	\$ 6,116,671
Intergovernmental Payables	360	918	-	-	14	-	1,292
Other Liabilities	6,137,330	407,416	-	261,940	6,081,916	-	12,888,602
Fund Balance/Equity	74,047,209	67,943,367	8,496,574	449,105	70,895,375	1,833,266	223,664,896
	<u>74,047,209</u>	<u>67,943,367</u>	<u>8,496,574</u>	<u>449,105</u>	<u>70,895,375</u>	<u>1,833,266</u>	<u>223,664,896</u>
 Total Liabilities and Fund Balance/Equity	 \$ <u>83,437,858</u>	 \$ <u>68,698,811</u>	 \$ <u>8,496,574</u>	 \$ <u>711,045</u>	 \$ <u>76,868,055</u>	 \$ <u>4,459,118</u>	 \$ <u>242,671,461</u>

Jefferson County, Texas
Statement of Changes in Fund Balances
For The Month Ending September 30, 2023 (Unadjusted)

	<u>8/31/2023</u>	<u>Month Ending September 30, 2023 (Unadjusted)</u>				<u>9/30/2023</u>
	<u>Fund Balance</u>	<u>Receipts</u>	<u>Disbursements</u>	<u>Transfers In(/Out)</u>	<u>Prior Period Adjustment</u>	<u>Fund Balance</u>
Jury Fund	\$ 201,979	\$ 22,085	\$ 61,207	\$ -	\$ -	\$ 162,857
Road & Bridge Pct. 1	5,641,092	77,657	212,664	-	-	5,506,085
Road & Bridge Pct. 2	1,565,549	77,705	194,306	-	-	1,448,948
Road & Bridge Pct. 3	516,918	77,691	138,044	-	-	456,565
Road & Bridge Pct. 4	3,708,749	84,269	264,147	-	-	3,528,871
Engineering Fund	359,071	3,027	127,685	-	-	234,413
Parks & Recreation	157,553	5,475	37,737	-	-	125,291
General Fund	68,008,195	5,361,872	14,545,920	(702,624)	-	58,121,523
Mosquito Control Fund	1,446,080	3,652	164,978	-	-	1,284,754
Tobacco Settlement Fund	3,160,861	17,041	-	-	-	3,177,902
Total General Funds	84,766,047	5,730,474	15,746,688	(702,624)	-	74,047,209
Total Special Revenue Funds	69,016,636	2,533,217	4,274,071	667,585	-	67,943,367
Total Capital Project Funds	8,432,484	50,144	21,093	35,039	-	8,496,574
Total Debt Service Funds	435,865	13,240	-	-	-	449,105
Total Enterprise Funds	72,925,841	551,870	2,582,336	-	-	70,895,375
Total Internal Service Funds	1,401,450	2,730,098	2,298,282	-	-	1,833,266
Total Balances	\$ <u>236,978,323</u>	\$ <u>11,609,043</u>	\$ <u>24,922,470</u>	\$ <u>-</u>	\$ <u>-</u>	\$ <u>223,664,896</u>

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

Category	Cumulative Actual	Annual Budget	Unrealized Balance	Percentage Unrealized
Property Taxes	\$ 100,972,247	\$ 101,866,087	\$ 893,840	0.88%
Sales Taxes	32,678,605	29,700,000	(2,978,605)	-10.03%
Licenses & Permits	440,654	434,000	(6,654)	-1.53%
Intergovernmental	1,696,326	1,311,000	(385,326)	-29.39%
Fees	12,057,521	10,234,270	(1,823,251)	-17.82%
Fines & Forfeitures	1,214,800	1,500,000	285,200	19.01%
Interest	6,544,210	766,800	(5,777,410)	-753.44%
Other Revenue	32,935	30,000	(2,935)	-9.78%
	<u>\$ 155,637,298</u>	<u>\$ 145,842,157</u>	<u>\$ (9,795,141)</u>	<u>-6.72%</u>



Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2023 (Unadjusted)

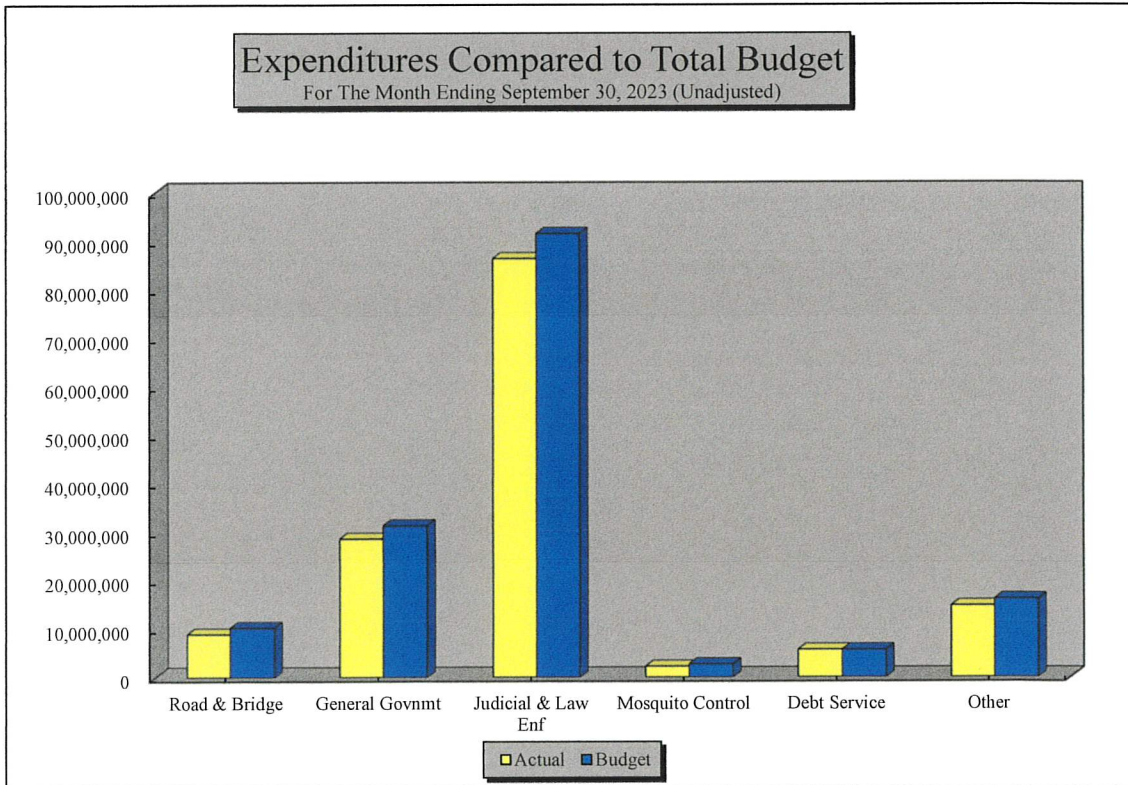
	October 2022										Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Jury Fund													
Current Taxes	\$ 4,119	\$ 5,128	\$ 10,215	\$ 775	\$ 86	\$ 275	\$ 60	\$ 66	\$ 66	\$ 25	20,815	\$ 21,024	\$ 209
Delinquent Taxes	898	(169)	129	342	8	320	104	316	214	138	2,300	2,370	70
Jury Fees	9,634	4,986	5,670	4,916	-	730	5,995	5,084	5,863	21,861	64,739	60,000	(4,739)
Other Revenue	32,946	160	-	27,132	150	-	26,520	138	-	61	87,107	80,500	(6,607)
Road & Bridge Pct. 1													
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	2,639	996	826,229	834,507	8,278
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	816	527	8,785	9,056	271
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	-	-	640,822	575,000	(65,822)
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	49,848	40,295	518,553	525,000	6,447
Sales, Rentals & Services	336,927	-	484	32,951	(108,060)	(69,235)	-	-	-	-	193,067	-	(193,067)
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	17,944	1,483	32,606	21,588	35,839	193,925	225,000	31,075
Road & Bridge Pct. 2													
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	2,639	996	826,229	834,507	8,278
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	816	527	8,785	9,056	271
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	-	-	640,822	575,000	(65,822)
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	49,848	40,295	518,553	525,000	6,447
Sales, Rentals & Services	-	-	3,301	-	-	-	-	145	6,060	-	9,506	-	(9,506)
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	17,867	1,483	32,589	21,618	35,887	193,909	225,000	31,091
Road & Bridge Pct. 3													
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	2,639	996	826,229	834,507	8,278
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	816	527	8,785	9,056	271
Intergovernmental Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	-	-	640,822	575,000	(65,822)
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	49,848	40,295	518,553	525,000	6,447
Sales, Rentals & Services	-	-	-	-	-	-	(1)	163	-	-	162	-	(162)
Fines and Forfeitures	34,739	14,829	20,679	14,218	-	17,861	1,483	32,571	21,590	35,873	193,843	225,000	31,157
Road & Bridge Pct. 4													
Current Taxes	163,489	203,531	405,451	30,773	3,421	10,905	2,396	2,628	2,639	996	826,229	834,507	8,278
Delinquent Taxes	3,431	(647)	491	1,308	29	1,223	398	1,209	816	527	8,785	9,056	271
Intergovernmental Revenue	-	-	-	-	-	-	-	5,587	5,967	-	11,554	8,000	(3,554)
Auto Registration Fees	-	78,375	-	-	-	562,447	-	-	-	-	640,822	575,000	(65,822)
Road & Bridge Fees	115,859	40,858	37,661	56,385	41,305	42,505	45,385	48,452	49,848	40,295	518,553	525,000	6,447
Sales, Rentals & Services	112,776	-	854	133	-	3,000	(109,255)	599	2,263	6,654	17,024	-	(17,024)
Fines and Forfeitures	34,736	14,827	20,678	14,217	-	17,861	1,483	33,688	21,591	35,797	194,878	225,000	30,122
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-

Jefferson County, Texas
Statement of Revenues - Compared With Budget Allocation
For The Month Ending September 30, 2023 (Unadjusted)

	October 2022										Cumulative	Annual	Unrealized
	-December	January	February	March	April	May	June	July	August	September	Total	Budget	Balance
Engineering Fund													
Current Taxes	\$ 218,445	\$ 271,949	\$ 541,744	\$ 41,118	\$ 4,571	\$ 14,571	\$ 3,201	\$ 3,511	\$ 3,526	1,330	\$ 1,103,966	\$ 1,115,028	\$ 11,062
Delinquent Taxes	5,257	(992)	753	2,004	44	1,874	610	1,852	1,251	807	13,460	13,876	416
Licenses and Permits	720	620	600	810	1,580	620	290	580	1,180	890	7,890	5,500	(2,390)
Sales, Rentals & Services	1,000	-	-	500	-	500	500	-	-	-	2,500	1,000	(1,500)
Parks & Recreation													
Current Taxes	26,018	32,391	64,526	4,897	544	1,735	381	418	420	158	131,488	132,808	1,320
Delinquent Taxes	178	(34)	26	68	2	64	21	63	42	27	457	471	14
Sales, Rentals & Services	20,647	4,176	2,960	7,012	4,790	6,132	8,199	4,078	6,465	5,290	69,749	65,100	(4,649)
General Fund													
Current Taxes	17,386,887	21,645,378	43,119,435	3,272,697	363,800	1,159,768	254,761	279,448	275,880	105,883	87,863,937	88,744,241	880,304
Delinquent Taxes	362,741	(68,432)	51,953	138,314	3,030	129,298	42,117	127,802	86,323	55,702	928,848	957,471	28,623
Sales Taxes	2,994,702	3,470,408	3,884,183	2,989,390	3,015,274	3,880,236	2,719,592	3,017,445	3,649,734	3,057,641	32,678,605	29,700,000	(2,978,605)
Other Taxes	-	-	-	-	-	-	31,439	1,496	-	-	32,935	30,000	(2,935)
Licenses and Permits	60,818	29,926	38,468	27,818	98,621	25,780	41,735	29,175	26,235	54,188	432,764	428,500	(4,264)
Intergovernmental Revenue	138,656	111,659	63,290	171,839	241,095	99,532	162,645	101,172	210,802	59,458	1,360,148	1,222,500	(137,648)
Fees of Office	877,336	365,652	322,892	280,467	46,122	105,117	528,838	289,013	236,510	947,447	3,999,394	3,432,010	(567,384)
Other Sales, Rentals & Svcs.	1,129,022	18,664	264,135	(167,828)	171,181	170,502	201,883	452,783	497,934	325,604	3,063,880	2,276,160	(787,720)
Fines & Forfeitures	42,603	72,072	35,298	43,848	-	520	17,035	58,115	45,007	123,747	438,245	600,000	161,755
Interest	988,028	437,360	695,048	817,570	585,600	666,355	476,115	424,865	550,481	632,202	6,273,624	720,000	(5,553,624)
Other Revenue	-	-	-	-	-	-	-	-	-	-	-	-	-
Mosquito Control Fund													
Current Taxes	394,975	491,715	979,538	74,345	8,264	26,346	5,787	6,348	6,375	2,405	1,996,098	2,016,104	20,006
Delinquent Taxes	8,124	(1,533)	1,164	3,098	68	2,896	943	2,862	1,933	1,247	20,802	21,443	641
Sales, Rentals & Services	-	-	-	-	-	-	-	-	-	-	-	-	-
Tobacco Settlement Fund													
Intergovernmental Revenue	-	-	-	237,517	-	-	-	-	-	-	237,517	-	(237,517)
Interest	19,276	9,997	12,081	16,236	12,177	14,117	10,594	9,896	13,448	17,041	134,863	26,200	(108,663)
Debt Service													
Current Taxes	1,084,046	1,349,558	2,688,433	204,047	22,682	72,311	15,883	17,423	17,497	6,601	5,478,481	5,398,859	(79,622)
Delinquent Taxes	27,491	(4,263)	3,947	10,533	272	9,594	3,114	10,093	6,408	4,350	71,539	68,140	(3,399)
Interest	6,503	8,609	21,876	28,268	21,287	25,051	18,863	1,218	1,759	2,289	135,723	20,600	(115,123)
Other, Sales, Rentals & Svcs.	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 27,560,842	\$ 29,602,767	\$ 54,670,130	\$ 8,681,552	\$ 4,672,208	\$ 8,887,862	\$ 4,666,617	\$ 5,192,364	\$ 5,959,242	\$ 5,743,714	\$ 155,637,298	\$ 145,842,157	\$ (9,795,141)

Jefferson County, Texas
 Statement of Expenditures - Compared With Budget Allocation - 100% of Budget Expended
 For The Month Ending September 30, 2023 (Unadjusted)

	<u>Cumulative Actual</u>	<u>Annual Budget</u>	<u>Unencumbered Balance</u>	<u>Percentage Unencumbered</u>
Jury Fund	\$ 418,607	\$ 467,712	\$ 49,105	10.50%
Road & Bridge Funds	7,716,057	8,810,100	1,094,043	12.42%
Engineering Fund	1,099,257	1,279,596	180,339	14.09%
Parks & Recreation Fund	156,859	227,068	70,209	30.92%
General Fund:				
General Government	28,718,109	31,453,367	2,735,258	8.70%
Judicial	21,222,493	22,888,751	1,666,258	7.28%
Law Enforcement	64,679,621	68,129,831	3,450,210	5.06%
Education	399,932	475,130	75,198	15.83%
Health & Welfare	8,800,518	9,416,067	615,549	6.54%
Maintenance	3,632,067	4,274,047	641,980	15.02%
Other	1,800,310	1,872,352	72,042	3.85%
Mosquito Control Fund	2,244,155	2,728,624	484,469	17.76%
Tobacco Settlement	220,000	220,000	-	-
Debt Service Funds	5,713,650	5,715,100	1,450	0.03%
	<u>\$ 146,821,635</u>	<u>\$ 157,957,745</u>	<u>\$ 11,136,110</u>	<u>7.05%</u>



Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2023 (Unadjusted)

	October 2022										Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September				
Jury Fund	\$ 99,670	\$ 26,051	\$ 34,845	\$ 41,410	\$ 25,014	\$ 19,851	\$ 50,194	\$ 21,586	\$ 36,282	\$ 61,207	\$ 2,497	\$ 418,607	\$ 467,712	\$ 49,105
Road & Brdg Pct. 1	263,213	110,315	112,433	153,827	6,345	268,694	162,427	235,372	176,712	212,664	85,575	1,787,577	2,061,365	273,788
Road & Brdg Pct. 2	384,893	139,331	151,528	204,257	136,817	195,786	139,501	136,739	165,219	194,306	28,773	1,877,150	2,032,628	155,478
Road & Brdg Pct. 3	465,596	125,530	159,496	201,839	165,137	229,286	148,194	132,659	210,798	138,044	32,513	2,009,092	2,345,255	336,163
Road & Brdg Pct. 4	387,947	129,109	140,024	155,000	176,917	159,763	60,726	303,146	195,769	264,147	69,690	2,042,238	2,370,852	328,614
Engineering	255,322	83,381	83,229	123,533	84,399	85,129	84,766	84,607	84,779	127,865	2,247	1,099,257	1,279,596	180,339
Parks & Recreation	24,337	6,566	7,942	4,306	10,333	7,668	5,550	13,980	19,241	37,737	19,199	156,859	227,068	70,209
Tax Assessor/Coll.	991,011	310,143	312,862	465,066	313,812	316,352	322,181	315,346	316,565	475,980	4,580	4,143,898	4,690,125	546,227
Human Resources	96,959	32,082	40,106	52,856	33,044	30,102	34,749	34,641	33,729	51,893	1,138	441,299	551,460	110,161
County Auditor	427,931	128,293	120,641	181,979	125,995	128,989	128,178	121,681	125,144	179,965	245	1,669,041	1,802,059	133,018
County Clerk	470,602	161,904	169,476	252,779	170,009	180,783	176,235	176,905	180,488	269,204	1,965	2,210,350	2,632,690	422,340
County Judge	182,267	59,693	54,029	84,467	74,093	75,984	72,943	59,143	72,597	106,544	337	842,097	1,077,634	235,537
Risk Management	74,438	23,762	24,512	35,240	23,696	24,794	24,041	23,669	24,199	36,977	695	316,023	327,769	11,746
County Treasurer	100,637	34,485	33,531	51,480	34,509	35,694	33,917	33,129	33,871	50,992	1,253	443,498	453,516	10,018
Printing Department	28,816	13,296	12,685	15,043	10,880	11,464	11,015	9,787	11,688	11,033	18,494	154,201	167,525	13,324
Purchasing Department	143,973	47,101	48,360	67,464	47,228	49,235	52,798	49,864	49,846	72,402	10,206	638,477	673,017	34,540
General Services	3,460,103	1,606,307	772,483	1,954,313	1,025,090	785,227	1,143,954	755,500	791,543	1,453,976	66,583	13,815,079	14,559,837	744,758
MIS	1,335,768	226,758	217,512	319,756	173,295	187,964	161,313	156,662	180,996	231,529	5,942	3,197,495	3,439,648	242,153
Voter's Registration	39,725	(5,547)	9,398	14,087	9,931	15,886	3,431	8,663	9,090	12,565	300	117,529	168,425	50,896
Elections	330,401	42,976	36,636	60,348	38,802	103,797	54,692	(46,486)	36,902	56,410	14,644	729,122	909,662	180,540
District Attorney	1,758,056	567,405	588,577	857,395	579,201	601,278	567,011	542,517	654,380	871,270	6,148	7,593,238	8,169,124	575,886
District Clerk	523,898	176,393	176,116	260,223	175,669	175,736	174,898	173,143	172,929	269,916	8,657	2,287,578	2,358,777	71,199
Criminal Dist. Court	347,204	157,610	158,339	169,374	131,504	141,950	148,950	128,185	187,916	216,273	3,466	1,790,771	1,826,127	35,356
58th Dist. Court	75,044	25,293	25,477	37,966	25,369	25,802	25,702	25,269	26,133	38,036	284	330,375	353,322	22,947
60th Dist. Court	80,916	27,104	27,320	40,172	27,134	27,126	27,084	27,564	28,231	40,382	235	353,268	369,735	16,467
136th Dist. Court	80,382	27,288	27,529	40,672	27,833	27,620	27,459	27,287	27,591	40,643	577	354,881	370,331	15,450
172nd Dist. Court	79,288	27,393	27,046	39,501	26,671	26,717	26,851	26,842	26,777	39,536	324	346,946	352,811	5,865
252nd Dist. Court	233,890	101,735	100,744	143,451	119,142	134,354	109,431	88,912	112,493	120,328	305	1,264,785	1,376,977	112,192
279th Dist. Court	140,731	42,933	54,636	69,459	59,863	60,244	51,655	54,929	57,131	74,918	203	666,702	718,876	52,174
317th Dist. Court	101,417	35,722	36,629	44,056	38,272	39,998	32,636	40,115	40,808	57,394	76	467,123	593,909	126,786
J.P. Pct. 1 Pl 1	100,290	34,594	34,027	47,119	27,620	27,387	33,359	32,790	33,872	51,001	1,177	423,236	462,587	39,351
J.P. Pct. 1 Pl 2	105,704	34,250	36,538	52,866	36,184	36,341	34,772	34,432	35,282	51,277	562	458,208	463,483	5,275
J.P. Pct. 2	72,434	24,505	24,340	38,853	30,672	30,709	32,091	31,517	30,937	46,590	161	362,809	412,178	49,369
J.P. Pct. 4	98,632	35,009	32,278	50,087	36,709	36,020	32,402	32,825	33,183	50,143	54	437,342	461,258	23,916
J.P. Pct. 6	95,694	30,752	31,896	50,267	32,467	32,705	33,116	32,234	32,861	48,766	427	421,185	450,049	28,864
J.P. Pct. 7	92,800	31,740	31,500	46,431	33,480	33,504	33,436	37,024	33,571	44,798	25	418,309	446,260	27,951
J.P. Pct. 8	90,130	31,321	32,742	46,750	28,661	28,604	30,945	31,120	31,309	41,711	2,456	395,749	446,370	50,621
Cnty. Court at Law 1	127,632	43,297	43,731	64,887	44,064	43,270	43,539	43,327	43,589	64,834	5	562,175	584,298	22,123
Cnty. Court at Law 2	138,537	38,457	44,940	58,726	45,107	48,696	42,786	39,875	51,550	62,744	456	571,874	715,233	143,359
Cnty. Court at Law 3	176,110	57,955	59,022	84,609	56,959	58,876	56,130	57,561	63,772	84,644	1,137	756,775	893,057	136,282
Court Master	150,901	49,164	48,399	71,588	48,625	55,358	50,734	50,409	60,994	75,144	245	661,561	736,876	75,315

Jefferson County, Texas
Statement of Expenditures - Compared With Budget Allocation
For The Month Ending September 30, 2023 (Unadjusted)

	October 2022										Encumbrances	Cumulative Total	Annual Budget	Unencumbered Balance
	December	January	February	March	April	May	June	July	August	September				
Dispute Resolution	\$ 72,132	\$ 24,647	\$ 22,335	\$ 31,624	\$ 23,384	\$ 21,554	\$ 22,731	\$ 21,699	\$ 21,629	\$ 33,540	\$ 2,328	\$ 297,603	\$ 327,113	\$ 29,510
Comm. Supervision	1,560	520	9,023	520	520	1,050	1,510	124	916	4,224	461	20,428	20,901	473
Sheriff's Dept.	3,601,056	1,254,152	1,189,409	1,897,501	1,218,666	1,206,584	1,209,960	1,188,308	1,184,665	1,826,716	59,706	15,836,723	16,935,372	1,098,649
Crime Lab	370,962	114,567	118,270	175,165	115,932	118,912	132,007	113,260	124,747	180,415	5,633	1,569,870	1,743,692	173,822
Jail	7,234,423	3,692,326	2,952,129	3,951,772	2,826,380	2,767,432	2,380,088	3,661,538	3,448,883	3,403,368	2,566,632	38,884,971	39,603,584	718,613
Juvenile Probation	347,798	122,708	122,138	172,827	115,673	119,202	120,629	121,764	123,090	182,864	8,218	1,556,911	1,863,655	306,744
Juvenile Detention	465,965	171,295	152,202	247,568	159,541	166,331	161,885	162,392	199,375	223,685	27,669	2,137,908	2,566,321	428,413
Constable Pct. 1	182,474	62,135	64,767	93,374	60,331	62,059	62,049	66,256	59,049	90,353	6,907	809,754	870,011	60,257
Constable Pct. 2	116,726	38,279	38,934	60,223	38,475	38,720	38,804	39,419	40,260	58,790	2,411	511,041	562,066	51,025
Constable Pct. 4	119,934	40,227	40,333	58,960	39,964	41,377	40,381	41,184	40,330	60,427	182	523,299	549,345	26,046
Constable Pct. 6	140,648	49,299	45,379	74,768	50,802	51,642	48,619	50,360	50,742	71,377	2,742	636,378	680,432	44,054
Constable Pct. 7	127,336	43,783	40,552	61,388	41,232	42,256	43,241	42,130	42,963	61,095	-	545,976	568,546	22,570
Constable Pct. 8	123,776	41,560	41,795	63,682	41,512	41,911	42,220	43,025	43,892	61,904	3,878	549,155	565,906	16,751
County Morgue	243,517	116,235	113,415	78,266	119,210	115,295	-	96,105	199,764	15,400	-	1,097,207	1,600,000	502,793
Agriculture Ext.	82,539	28,745	32,925	46,523	31,234	33,508	32,713	32,374	30,527	46,633	2,211	399,932	475,130	75,198
Public Health # 1	309,417	123,056	105,242	138,733	96,458	112,990	107,434	97,283	118,004	179,480	1,998	1,390,095	1,575,946	185,851
Public Health # 2	287,876	113,446	110,674	139,212	96,026	102,983	90,210	93,240	106,520	132,953	7,550	1,280,690	1,403,873	123,183
Nurse Practitioner	82,114	27,929	27,330	40,369	28,835	24,679	22,357	25,537	28,481	44,145	6,948	358,724	385,143	26,419
Child Welfare	22,723	9,534	12,010	7,857	1,358	10,411	4,967	7,317	11,557	2,576	-	90,310	120,000	29,690
Env. Control	97,718	32,598	33,031	56,443	33,518	33,472	30,769	27,065	27,263	38,881	326	411,084	480,866	69,782
Ind. Medical Svcs.	321,699	115,859	1,884,530	134,141	103,495	153,872	108,080	83,936	130,395	1,898,924	97,587	5,032,518	5,175,888	143,370
Emergency Mgmt.	54,473	19,962	13,852	27,955	17,985	18,773	18,593	18,808	18,664	28,032	-	237,097	274,351	37,254
Beaumont Maintenance	457,576	262,692	237,579	250,554	198,385	236,944	189,362	200,543	235,317	220,766	68,377	2,558,095	3,048,675	490,580
Port Arthur Maint.	178,350	78,012	64,488	88,693	64,208	65,698	54,683	64,750	80,531	84,455	25,295	849,163	968,134	118,971
Mid-County Maint.	45,282	20,202	15,985	26,654	16,454	7,263	22,710	13,235	19,095	32,217	5,712	224,809	257,238	32,429
Service Center	282,165	118,300	116,954	117,380	128,302	131,251	99,675	122,552	177,159	123,594	32,913	1,450,245	1,499,489	49,244
Veteran Service	79,574	27,180	26,998	41,759	26,999	26,837	26,606	27,173	26,851	39,108	980	350,065	372,863	22,798
Mosquito Control	485,907	100,743	97,945	146,198	102,331	145,424	326,769	114,117	126,008	164,978	433,735	2,244,155	2,728,624	484,469
Tobacco Settlement	220,000	-	-	-	-	-	-	-	-	-	-	220,000	220,000	-
Debt Service Funds	2,800	482,675	-	-	500	-	-	5,227,675	-	-	-	5,713,650	5,715,100	1,450
Contingency	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total	\$ 30,391,819	\$ 12,234,122	\$ 11,913,778	\$ 14,983,611	\$ 10,114,262	\$ 10,503,173	\$ 9,924,844	\$ 15,987,639	\$ 11,257,444	\$ 15,746,688	\$ 3,764,255	\$ 146,821,635	\$ 157,957,745	\$ 11,136,110

Jefferson County, Texas
Statement of Bonded Indebtedness
For The Month Ending September 30, 2023 (Unadjusted)

Issue	Beginning Amount Outstanding	2022-2023 Requirements				2022-2023 Payments				Ending Amount Outstanding
		Principal	Interest	Fees	Total	Principal	Interest	Fees	Total	
2012 Refunding Bonds	\$ 12,960,000	\$ 4,170,000	\$ 472,200	\$ 2,500	\$ 4,644,700	\$ 4,170,000	\$ 472,200	\$ 1,900	\$ 4,644,100	\$ 8,790,000
2019 Certificates of Obligation	13,820,000	575,000	492,900	2,500	1,070,400	575,000	492,900	1,650	1,069,550	13,245,000
	<u>\$ 26,780,000</u>	<u>\$ 4,745,000</u>	<u>\$ 965,100</u>	<u>\$ 5,000</u>	<u>\$ 5,715,100</u>	<u>\$ 4,745,000</u>	<u>\$ 965,100</u>	<u>\$ 3,550</u>	<u>\$ 5,713,650</u>	<u>\$ 22,035,000</u>

Jefferson County, Texas
Statement of Transfers In and Out
For The Month Ending September 30, 2023 (Unadjusted)

Fund	Transfers In	Transfers Out
120 General Fund	-	2,535,315 (a)
120 General Fund	-	482,692 (b)
210 Security Fee Fund	530,000 (a)	
220 Juvenile Detention - TJPC	-	29,330 (c)
225 Juvenile Probation & Detention Fund	117,350 (c)	-
225 Juvenile Probation & Detention Fund	71,340 (a)	-
227 Grant A State Aid	-	88,020 (c)
230 Commuity Supervision Fund	-	17,274 (a)
233 Mentally Impaired Offender	3,839 (a)	-
239 Drug Diversion Program	13,435 (a)	-
241 Sheriff Department Grants	3,569 (b)	-
245 Crime Victim's Clearing	206,998 (b)	-
257 Auto Theft Grant	56,291 (b)	-
263 VAWA Fund	73,320 (b)	-
265 Check Water & Sewer	10,413 (b)	-
311 Capital Project Fund	35,039 (a)	-
312 CETRZ Grant	30 (b)	-
550 SETEC Fund	1,898,936 (a)	-
865 Marine Division	-	77,087 (b)
876 Sheriff-Spindletop Grant	132,071 (b)	-
885 2021 Port Security Grant	64,487 (b)	-
886 2022 Port Security Grant	12,600 (b)	-
	\$3,229,718	\$3,229,718

- (a) Budgeted Transfer
- (b) Grant Match
- (c) Fund clearing

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2023 (Unadjusted)

Department	Cumulative Hours	Current Liability
Road & Bridge # 1	213.12	\$ 5,880.67
Road & Bridge # 2	301.42	9,365.13
Road & Bridge # 3	419.70	12,081.27
Road & Bridge # 4	66.31	1,590.97
Engineering	123.95	4,238.66
Tax Assessor/Collector	219.10	5,311.20
Human Resources	-	-
County Auditor	115.87	3,833.81
County Clerk	419.66	10,375.30
County Judge	0.01	0.12
Treasurer	0.01	0.11
Printing	0.55	15.94
Purchasing Department	8.50	210.17
MIS	457.21	15,435.34
Voter Registration	1.77	55.56
Elections Department	100.77	3,008.88
District Attorney	0.01	0.13
District Clerk	804.02	19,597.72
Criminal District Court	79.51	2,409.19
58th District Court	1.63	49.24
172nd District Court	-	-
252nd District Court	2.37	87.03
317th District Court	0.01	0.13
Justice of Peace Pct. 1 Pl. 1	20.13	580.44
Justice of Peace Pct. 1 Pl. 2	214.50	5,593.62
Justice of Peace Pct. 2	-	-
Justice of Peace Pct. 4	-	-
Justice of Peace Pct. 6	11.88	336.10
Justice of Peace Pct. 7	50.38	1,478.43
Justice of Peace Pct. 8	3.00	88.04
County Court at Law #2	58.43	1,678.30
County Court at Law #3	0.01	0.10
Court Master	0.01	0.15
Dispute Resolution Center	108.87	2,535.40
Sheriff's Department	13,387.66	540,836.40
Crime Lab	164.48	7,203.07
Correctional Facility	11,350.05	345,270.47
Juvenile Probation	181.08	4,487.43
Juvenile Detention Home	228.88	4,537.12
Constable Pct. 1	476.13	17,644.48

Jefferson County, Texas
Statement of Comp-Time Liability
For The Fourth Quarter - September 30, 2023 (Unadjusted)

Department	Cumulative Hours	Current Liability
Constable Pct. 2	6.00	\$ 277.42
Constable Pct. 4	151.00	6,950.70
Constable Pct. 6	72.82	2,130.95
Constable Pct. 7	36.54	1,530.39
Constable Pct. 8	24.00	579.21
Public Health No. 1	31.38	633.91
Public Health No. 2	7.56	178.78
Nurse Practitioner	35.38	1,078.77
Environmental Control	-	-
Indigent Health	18.78	326.48
Emergency Management	33.00	1,047.11
Mosquito Control	550.91	13,945.17
Maintenance - Beaumont	363.83	7,933.06
Maintenance - Port Arthur	168.25	4,127.65
Maintenance- Mid County	46.75	1,252.11
Service Center	40.50	1,148.31
Veterans' Services Office	0.62	17.40
Airport	987.64	23,162.80
Visitors' Center	87.37	1,503.69
Grant A Basic Probation	50.35	1,030.99
Grant A Mental Health Service	0.01	0.16
Grant A Community Programs	64.62	1,474.69
Grant A Pre and Post Adjudication	11.25	195.32
Community Supervision	225.24	5,568.66
Community Corrections	31.75	738.91
High Need Program	19.25	463.13
TJPC Grant Contract M	17.12	386.64
Drug Diversion	59.29	1,207.74
Juvenile Probation and Detention	46.75	708.99
Mentally Impaired Offender	6.75	166.64
Auto Theft	131.25	5,065.24
Sheriff Mental Health Liaison -Cnty	56.88	2,227.60
Sheriff Mental Health Liaison	312.75	11,413.94
Marine Division	3,247.50	130,811.71
Courthouse Security	448.25	18,718.19
Total	<u>36,982.33</u>	<u>\$ 1,273,818.58</u>
Comp-Time Liability at 9/30/22	38,368.52	\$1,256,981.33

NAME	AMOUNT	CHECK NO.	TOTAL
ROAD & BRIDGE PCT.#1			
ENTERGY	339.81	511216	
M&D SUPPLY	80.06	511223	
ACE IMAGEWEAR	146.72	511236	
S.E. TEXAS BUILDING SERVICE	325.00	511238	
VULCAN MATERIALS CO.	9,932.58	511248	
SOUTHERN TIRE MART, LLC	1,739.24	511253	
PETROLEUM SOLUTIONS, INC.	673.49	511288	
BEAUMONT FREIGHTLINER WESTERN STAR	5,134.33	511293	
HLAVINKA EQUIPMENT COMPANY	38.75	511304	
ADVANCE AUTO PARTS	22.87	511335	
HERC RENTALS INC	655.00	511349	
FUNCTION 4 LLC	31.00	511353	
			19,118.85**
ROAD & BRIDGE PCT.#2			
AT&T	132.87	511243	
CENTERPOINT ENERGY RESOURCES CORP	55.44	511291	
FUNCTION 4 LLC	31.00	511353	
			219.31**
ROAD & BRIDGE PCT. # 3			
AUDILET TRACTOR SALES	426.02	511199	
BEAUMONT TRACTOR COMPANY	1,178.69	511202	
CITY OF PORT ARTHUR - WATER DEPT.	111.67	511204	
DYNAMIC POWER SYSTEM, INC.	372.79	511208	
ENTERGY	19.86	511216	
RITTER @ HOME	40.32	511230	
SOUTHERN TIRE MART, LLC	52.50	511253	
CENTERPOINT ENERGY RESOURCES CORP	47.27	511291	
BEAUMONT FREIGHTLINER WESTERN STAR	13.11	511293	
SHOPPA'S FARM SUPPLY	667.48	511342	
FUNCTION 4 LLC	62.00	511353	
MUNRO'S UNIFORM SERVICES, LLC	12.00	511391	
HIGHWAY DATA SERVICES INC	7,960.00	511401	
			10,939.71**
ROAD & BRIDGE PCT.#4			
M&D SUPPLY	306.76	511223	
POSTMASTER	198.00	511228	
SOUTHEAST TEXAS WATER	83.95	511240	
AT&T	110.72	511243	
ROLLINS TRUCK & TRAILER REPAIR	450.00	511252	
MODICA BROS. TIRES & WHEELS	500.92	511279	
MARTIN PRODUCT SALES LLC	173.60	511297	
INTERSTATE ALL BATTERY CENTER - BMT	1,066.65	511313	
FUNCTION 4 LLC	52.00	511353	
O'REILLY AUTO PARTS	227.66	511364	
GULF COAST	265.00	511369	
MUNRO'S UNIFORM SERVICES, LLC	70.34	511391	
			3,505.60**
ENGINEERING FUND			
FUNCTION 4 LLC	584.18	511353	
AMAZON CAPITAL SERVICES	599.00	511395	
			1,183.18**
PARKS & RECREATION			
ADAMS BACKHOE SERVICE	900.00	511191	
ENTERGY	25.24	511216	
LOWE'S HOME CENTERS, INC.	107.17	511281	
			1,032.41**
GENERAL FUND			
TYLER TECHNOLOGIES INC	2,930.98	511370	
			2,930.98*
TAX OFFICE			
PITNEY BOWES INC	50.98	511227	
UNITED STATES POSTAL SERVICE	324.34	511273	

NAME	AMOUNT	CHECK NO.	TOTAL
ATTABOY TERMITE & PEST CONTROL	48.45	511314	
FUNCTION 4 LLC	155.00	511353	
ODP BUSINESS SOLUTIONS, LLC	1,737.35	511390	2,316.12*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	4.29	511273	
FUNCTION 4 LLC	31.00	511353	35.29*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	11.63	511273	
FUNCTION 4 LLC	31.00	511353	
ODP BUSINESS SOLUTIONS, LLC	610.87	511390	653.50*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	243.94	511273	
FUNCTION 4 LLC	93.00	511353	336.94*
COUNTY JUDGE			
WELLS PEYTON & PARTAIN, LLP	500.00	511195	
BENCKESTEIN, NORVELL & NATHAN LLP	500.00	511198	
BEAUMONT ENTERPRISE	39.88	511210	
GERMER PLLC	500.00	511255	
CHARLES ROJAS	500.00	511257	
UNITED STATES POSTAL SERVICE	3.76	511273	
LANGSTON ADAMS	500.00	511284	
KIMBERLY PHELAN, P.C.	950.00	511295	
GREGORY LAW FIRM	500.00	511326	
WILLIAM FORD DISHMAN	500.00	511338	
FUNCTION 4 LLC	31.00	511353	
JAMES M BLACK	500.00	511365	
ODP BUSINESS SOLUTIONS, LLC	177.50	511390	
TEXAS ASSOCIATION OF COUNTIES	200.00	511405	5,402.14*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	17.10	511273	
VERONA ADAMS	17.27	511283	
FUNCTION 4 LLC	31.00	511353	65.37*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	286.75	511273	
FUNCTION 4 LLC	62.00	511353	
ODP BUSINESS SOLUTIONS, LLC	39.98	511390	388.73*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	895.98	511353	
BOSWORTH PAPERS	3,518.40	511375	4,414.38*
PURCHASING DEPARTMENT			
BEAUMONT ENTERPRISE	3,836.90	511209	
THE EXAMINER	202.50	511211	
UNITED STATES POSTAL SERVICE	9.29	511273	
FUNCTION 4 LLC	31.00	511353	
AMAZON CAPITAL SERVICES	179.00	511395	4,258.69*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	511220	
RAPE & SUICIDE CRISIS OF SET, INC.	11,000.00	511312	11,025.00*
DATA PROCESSING			
DELL MARKETING L.P.	1,125.37	511206	
FUNCTION 4 LLC	31.00	511353	
SKYHELM LLC	8,493.36	511357	
AMAZON CAPITAL SERVICES	334.75	511395	9,984.48*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	253.22	511273	
FUNCTION 4 LLC	31.00	511353	
ELECTIONS DEPARTMENT			284.22*
ELECTION SYSTEMS & SOFTWARE LLC	5,951.00	511259	
MASCOT METROPOLITAN INC	3,815.50	511303	
FUNCTION 4 LLC	31.00	511353	
AMG PRINTING & MAILING LLC	124.38	511356	
IMAGE 360 BEAUMONT	450.00	511362	
DISTRICT ATTORNEY			10,371.88*
CASH ADVANCE ACCOUNT	13.00	511220	
TDCAA BOOK ORDERS	245.00	511244	
UNITED STATES POSTAL SERVICE	72.41	511273	
MCM ELEGANTE HOTEL	123.17	511294	
SUMMER TANNER	1,126.70	511298	
THOMSON REUTERS-WEST	1,291.13	511336	
FUNCTION 4 LLC	155.00	511353	
LEXIPOL	710.01	511384	
MASTERWORD SERVICES, INC	497.88	511385	
DISTRICT CLERK			4,234.30*
UNITED STATES POSTAL SERVICE	255.49	511273	
FUNCTION 4 LLC	31.00	511353	
CRIMINAL DISTRICT COURT			286.49*
DAVID GROVE	4,375.00	511194	
DONALD W. DUESLER & ASSOC.	8,750.00	511207	
MARSHA NORMAND	8,750.00	511224	
KEVIN PAULA SEKALY PC	8,750.00	511234	
KEVIN S. LAINE	4,375.00	511254	
JOHN D WEST	8,750.00	511260	
UNITED STATES POSTAL SERVICE	18.89	511273	
LANGSTON ADAMS	8,750.00	511284	
JOEL WEBB VAZQUEZ	600.00	511289	
JOHN STEVENS JR	30.00	511299	
JASON ROBERT NICKS	4,375.00	511317	
JAMES R. MAKIN, P.C.	11,478.26	511323	
FUNCTION 4 LLC	62.00	511353	
FUNCTION4	53.25	511387	
58TH DISTRICT COURT			69,117.40*
SOUTHEAST TEXAS WATER	39.95	511241	
THOMSON REUTERS-WEST	60.00	511336	
FUNCTION 4 LLC	31.00	511353	
60TH DISTRICT COURT			130.95*
SIERRA SPRING WATER CO. - BT	53.95	511277	
FUNCTION 4 LLC	31.00	511353	
136TH DISTRICT COURT			84.95*
LEXIS-NEXIS	191.00	511274	
THOMSON REUTERS-WEST	52.42	511336	
FUNCTION 4 LLC	31.00	511353	
172ND DISTRICT COURT			274.42*
UNITED STATES POSTAL SERVICE	29.28	511273	
FUNCTION 4 LLC	31.00	511353	
252ND DISTRICT COURT			60.28*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	2,512.50	511201	
THOMAS J. BURBANK PC	4,566.25	511203	
MIKE VAN ZANDT	8,750.00	511247	
KEVIN S. LAINE	4,375.00	511254	

NAME	AMOUNT	CHECK NO.	TOTAL
CHARLES ROJAS	8,750.00	511257	
UNITED STATES POSTAL SERVICE	21.31	511273	
SUMMER TANNER	2,613.75	511298	
JASON ROBERT NICKS	4,375.00	511317	
ALLEN PARKER	8,750.00	511318	
BRITTANIE HOLMES	8,750.00	511333	
THOMSON REUTERS-WEST	522.00	511337	
FUNCTION 4 LLC	62.00	511353	
MARVIN LEWIS JR	8,750.00	511366	
279TH DISTRICT COURT			62,797.81*
ALISA RAUMAKER, CSR	331.20	511196	
CHARLES ROJAS	185.00	511257	
JOEL WEBB VAZQUEZ	440.00	511289	
WILLIAM FORD DISHMAN	880.00	511338	
FUNCTION 4 LLC	31.00	511353	
ALICIA K HALL PLLC	2,541.00	511374	
317TH DISTRICT COURT			4,408.20*
KEVIN PAULA SEKALY PC	325.00	511234	
SOUTHEAST TEXAS WATER	37.45	511239	
CHARLES ROJAS	990.00	511257	
DONEANE E. BECKCOM	220.00	511280	
LANGSTON ADAMS	325.00	511284	
BRITTANIE HOLMES	110.00	511333	
MATUSKA LAW FIRM	325.00	511341	
FUNCTION 4 LLC	31.00	511353	
ALICIA K HALL PLLC	1,221.00	511374	
JUSTICE COURT-PCT 1 PL 1			3,584.45*
CASH ADVANCE ACCOUNT	713.61	511220	
UNITED STATES POSTAL SERVICE	55.78	511273	
THOMSON REUTERS-WEST	133.38	511336	
FUNCTION 4 LLC	31.00	511353	
JUSTICE COURT-PCT 1 PL 2			933.77*
UNITED STATES POSTAL SERVICE	58.72	511273	
FUNCTION 4 LLC	31.00	511353	
JUSTICE COURT-PCT 4			89.72*
TEXAS STATE UNIVERSITY SAN MARS	315.00	511242	
AT&T	110.72	511243	
FUNCTION 4 LLC	31.00	511353	
JUSTICE COURT-PCT 6			456.72*
UNITED STATES POSTAL SERVICE	51.99	511273	
FUNCTION 4 LLC	31.00	511353	
ODP BUSINESS SOLUTIONS, LLC	19.99	511390	
AMAZON CAPITAL SERVICES	772.17	511395	
JUSTICE OF PEACE PCT. 8			835.17*
FUNCTION 4 LLC	31.00	511353	
COUNTY COURT AT LAW NO.1			31.00*
UNITED STATES POSTAL SERVICE	5.91	511273	
SIERRA SPRING WATER CO. - BT	64.96	511276	
FUNCTION 4 LLC	31.00	511353	
COUNTY COURT AT LAW NO. 2			101.87*
NATHAN REYNOLDS, JR.	250.00	511229	
JUDGE MASON MARTIN	797.47	511249	
JOHN D WEST	250.00	511260	
UNITED STATES POSTAL SERVICE	17.02	511273	
SIERRA SPRING WATER CO. - BT	46.46	511278	

NAME	AMOUNT	CHECK NO.	TOTAL
JOEL WEBB VAZQUEZ	300.00	511289	
WILLIAM MARCUS WILKERSON	300.00	511334	
FUNCTION 4 LLC	31.00	511353	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	511377	
COUNTY COURT AT LAW NO. 3			2,241.95*
UNITED STATES POSTAL SERVICE	10.93	511273	
SIERRA SPRING WATER CO. - BT	42.96	511275	
FUNCTION 4 LLC	31.00	511353	
COURT MASTER			84.89*
UNITED STATES POSTAL SERVICE	1.26	511273	
FUNCTION 4 LLC	31.00	511353	
BUDDIE J HAHN	1,253.96	511371	
MEDIATION CENTER			1,286.22*
UNITED STATES POSTAL SERVICE	1.61	511273	
KARA HAWTHORN	685.00	511324	
FUNCTION 4 LLC	31.00	511353	
WALMART CAPITAL ONE	468.30	511379	
COMMUNITY SUPERVISION			1,185.91*
FUNCTION 4 LLC	124.00	511353	
SHERIFF'S DEPARTMENT			124.00*
FED EX	190.48	511212	
GT DISTRIBUTORS, INC.	15.80	511214	
CASH ADVANCE ACCOUNT	922.99	511220	
AT&T	177.16	511243	
VERIZON WIRELESS	4,330.52	511271	
UNITED STATES POSTAL SERVICE	3,149.74	511273	
LEXISNEXIS- ACCURINT	2,751.84	511316	
SCANSTAT TECHNOLOGIES	97.58	511320	
RITA HURT	1,375.00	511329	
GALLS LLC	1,557.00	511344	
FUNCTION 4 LLC	310.00	511353	
SPINDLETOP PLUMBING	1,298.00	511383	
NEIGHBORHOOD VETERINARY CENTERS LLC	205.78	511386	
BEAUMONT OCCUPATIONAL SERVICES	139.80	511396	
ROBERTSON ANSCHUTZ SCHNEID CRANE &	22.25	511403	
CRIME LABORATORY			16,543.94*
FED EX	57.51	511213	
T.A.P.E.I.T. TREASURER	350.00	511282	
EMILY ESQUIVEL	1,225.96	511287	
MEMLING ALTAMIRANO	1,177.96	511310	
FUNCTION 4 LLC	31.00	511353	
AMY COMER	256.00	511389	
AMAZON CAPITAL SERVICES	82.13	511395	
JAIL - NO. 2			3,180.56*
JACK BROOKS REGIONAL AIRPORT	1,430.64	511219	
M&D SUPPLY	233.20	511223	
AT&T	1,499.61	511243	
ADVANCED SYSTEMS & ALARM SERVICES,	210.00	511256	
TEXAS GAS SERVICE	615.08	511285	
WORLD FUEL SERVICES	2,756.35	511315	
A1 FILTER SERVICE COMPANY	765.20	511327	
THOMSON REUTERS-WEST	7,082.70	511336	
FUNCTION 4 LLC	217.00	511353	
CORRHEALTH PLLC	643,069.70	511358	
TRINITY SERVICES GROUP INC	45,846.57	511368	
SPINDLETOP PLUMBING	687.50	511383	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	399.99	511393	
AMAZON CAPITAL SERVICES	48.20	511395	
MORTON MORROW INC	310.00	511399	
JUVENILE PROBATION DEPT.			705,171.74*

PGM: GMCOMMV2	DATE		PAGE: 6
NAME	10-24-2023	AMOUNT	CHECK NO. TOTAL
UNITED STATES POSTAL SERVICE		6.95	511273
FUNCTION 4 LLC		93.00	511353
			99.95*
JUVENILE DETENTION HOME			
OVERHEAD DOOR CO.		3,480.00	511225
S.E. TEXAS BUILDING SERVICE		2,600.00	511238
DENNIS COPELAND		149.34	511250
BEN E KEITH COMPANY		80.24	511286
CENTERPOINT ENERGY RESOURCES CORP		168.21	511291
ATTABOY TERMITE & PEST CONTROL		77.10	511314
FUNCTION 4 LLC		31.00	511353
BIG THICKET PLUMBING INC		283.51	511359
FLOWERS BAKING COMPANY OF HOUSTON		41.01	511392
			6,910.41*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE		108.17	511273
TRANSUNION RISK AND ALTERNATIVE		1,440.00	511343
FUNCTION 4 LLC		31.00	511353
			1,579.17*
CONSTABLE-PCT 4			
AT&T		55.36	511243
BRYAN WERNER		43.37	511292
FUNCTION 4 LLC		31.00	511353
TND WORKWEAR CO LLC		49.95	511354
			179.68*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE		37.79	511273
FUNCTION 4 LLC		31.00	511353
TND WORKWEAR CO LLC		124.95	511354
			193.74*
CONSTABLE PCT. 8			
FUNCTION 4 LLC		31.00	511353
AMAZON CAPITAL SERVICES		45.53	511395
			76.53*
COUNTY MORGUE			
SALAM INTERNATIONAL, INC		2,640.15	511258
AGRICULTURE EXTENSION SVC			2,640.15*
FUNCTION 4 LLC		31.00	511353
WALMART CAPITAL ONE		124.17	511379
HALLEE M SMITH		52.40	511382
REBECCA CARPENTER		50.00	511398
			257.57*
HEALTH AND WELFARE NO. 1			
UNITED STATES POSTAL SERVICE		56.74	511273
SIERRA SPRING WATER CO. - BT		91.88	511275
PROCTOR'S MORTUARY INC		3,000.00	511319
BONNIE SWAIN		166.00	511321
FUNCTION 4 LLC		62.00	511353
			3,376.62*
HEALTH AND WELFARE NO. 2			
ENTERGY		70.00	511217
VICKIE MCINTYRE		166.00	511251
SIERRA SPRING WATER CO. - BT		28.47	511275
FUNCTION 4 LLC		62.00	511353
TOCCARA JOHNSON		113.00	511360
			439.47*
NURSE PRACTITIONER			
FUNCTION 4 LLC		31.00	511353
			31.00*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC		31.00	511353

NAME	AMOUNT	CHECK NO.	TOTAL
NATIONAL ENVIRONMENTAL HEALTH ASSOC	100.00	511380	
ODP BUSINESS SOLUTIONS, LLC	310.40	511390	
			441.40*
INDIGENT MEDICAL SERVICES			
LOCAL GOVERNMENT SOLUTIONS LP	7,546.00	511308	
JAMES DYKES	3,600.00	511361	
SHAMECA MALBROUGH	50.00	511372	
OUTCOMES OPERATING INC	268.00	511406	
			11,464.00*
EMERGENCY MANAGEMENT			
VERIZON WIRELESS	150.00	511269	
			150.00*
MAINTENANCE-BEAUMONT			
M&D SUPPLY	102.88	511223	
ACE IMAGEWEAR	223.12	511236	
S.E. TEXAS BUILDING SERVICE	25,381.80	511238	
AT&T	100.90	511243	
ATTABOY TERMITE & PEST CONTROL	184.40	511314	
FUNCTION 4 LLC	31.00	511353	
			26,024.10*
MAINTENANCE-PORT ARTHUR			
W.W. GRAINGER, INC.	49.40	511215	
ROMERO GLASS CO.	55.00	511231	
SANITARY SUPPLY, INC.	147.91	511233	
SHERWIN-WILLIAMS	111.10	511237	
S.E. TEXAS BUILDING SERVICE	8,774.98	511238	
LOWE'S HOME CENTERS, INC.	28.46	511281	
FUNCTION 4 LLC	93.00	511353	
VECTOR SECURITY	515.52	511355	
WALMART CAPITAL ONE	138.76	511379	
PARKER'S BUILDING SUPPLY	1.29	511394	
			9,915.42*
MAINTENANCE-MID COUNTY			
CENTERPOINT ENERGY RESOURCES CORP	100.93	511291	
FUNCTION 4 LLC	31.00	511353	
			131.93*
SERVICE CENTER			
ACTION AUTO GLASS	395.95	511193	
HI-LINE	1,162.59	511218	
PHILPOTT MOTORS, INC.	261.80	511226	
AT&T	88.58	511243	
JEFFERSON CTY. TAX OFFICE	7.50	511261	
JEFFERSON CTY. TAX OFFICE	7.50	511262	
JEFFERSON CTY. TAX OFFICE	7.50	511263	
JEFFERSON CTY. TAX OFFICE	7.50	511264	
JEFFERSON CTY. TAX OFFICE	7.50	511265	
JEFFERSON CTY. TAX OFFICE	7.50	511266	
JEFFERSON CTY. TAX OFFICE	7.50	511267	
PETROLEUM SOLUTIONS, INC.	389.50	511288	
BUMPER TO BUMPER	489.96	511290	
AIRPORT GULF TOWING LLC	150.00	511296	
AMERICAN TIRE DISTRIBUTORS	1,078.94	511311	
MIGHTY OF SOUTHEAST TEXAS	375.84	511325	
ADVANCE AUTO PARTS	5,987.05	511335	
SILSBEE FORD INC	42.11	511339	
TEXAS DEPARTMENT OF MOTOR VEHICLES	7.50	511345	
CINTAS CORPORATION	52.90	511347	
DENNIS LOWE	100.96	511348	
FUNCTION 4 LLC	31.00	511353	
THE GOODYEAR TIRE & RUBBER COMPANY	1,938.15	511363	
			12,605.33*
VETERANS SERVICE			
FUNCTION 4 LLC	62.00	511353	
			62.00*
			1,006,292.90**
MOSQUITO CONTROL FUND			

NAME	AMOUNT	CHECK NO.	TOTAL
ADAPCO LLC	36,228.50	511192	
JACK BROOKS REGIONAL AIRPORT	1,566.20	511219	
JIFFY TROPHIES	20.34	511221	
SETZER HARDWARE, INC.	5.37	511235	
ACE IMAGEWEAR	78.03	511236	
UNITED PARCEL SERVICE	23.57	511246	
CENTERPOINT ENERGY RESOURCES CORP	46.60	511291	
LJA ENGINEERING INC	290.00	511330	
FUNCTION 4 LLC	31.00	511353	
			38,289.61**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	185.06	511220	
			185.06**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	511353	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,241.00	511373	
BEAUMONT OCCUPATIONAL SERVICES	70.00	511396	
			1,311.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	269.06	511337	
FUNCTION 4 LLC	31.00	511353	
			300.06**
ENVIRONMENTAL GRANTS/H2O			
ASSOCIATION OF FOOD AND DRUG OFFICI	250.00	511404	
			250.00**
EMPG GRANT			
AT&T	1.46	511197	
VERIZON WIRELESS	78.83	511269	
FUNCTION 4 LLC	350.57	511353	
WALMART CAPITAL ONE	118.48	511379	
			549.34**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAMS INC	2,231.25	511306	
			2,231.25**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	133.58	511273	
REDWOOD TOXICOLOGY LABORATORY, INC	218.44	511302	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	511308	
JCCSC	263.50	511322	
SAM'S CLUB DIRECT	177.40	511332	
FUNCTION 4 LLC	62.00	511353	
ODP BUSINESS SOLUTIONS, LLC	1,010.50	511390	
			8,830.42**
COMMUNITY CORRECTIONS PRG			
M&D SUPPLY	97.64	511223	
SAM'S CLUB DIRECT	298.91	511332	
FUNCTION 4 LLC	31.00	511353	
			427.55**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	511353	
			31.00**
LAW OFFICER TRAINING GRT			
AMAZON CAPITAL SERVICES	289.79	511395	
			289.79**
COUNTY CLERK - RECORD MGT			
MANATRON INC	4,224.00	511305	
			4,224.00**
COUNTY CLK RECORDS ARCHIV			

NAME	AMOUNT	CHECK NO.	TOTAL
KOFILE TECHNOLOGIES INC	107,191.03	511328	107,191.03**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.26	511273	
DATALOGICS INC	5,000.00	511346	5,001.26**
HOTEL OCCUPANCY TAX FUND			
D&S SIGN & SUPPLY, INC.	339.00	511200	
CASH ADVANCE ACCOUNT	333.00	511220	
AT&T	97.16	511243	
TRIANGLE BLUE PRINT CO., INC.	294.50	511245	
DISH NETWORK	133.37	511301	
FUNCTION 4 LLC	260.79	511353	
CHAPMAN VENDING	139.90	511378	
GEORGE WEST	19.00	511388	
MUNRO'S UNIFORM SERVICES, LLC	141.47	511391	1,758.19**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	511353	62.00**
GLO DISASTER GRANT HOME			
STEWART TITLE COMPANY	371,650.77	511407	371,650.77**
AIRPORT FUND			
CITY OF NEDERLAND	523.34	511205	
LOUIS' YAZOO SALES & SERVICE, LLC	310.70	511222	
SABINE NECHES CHIEFS ASSOCIATION	250.00	511232	
AT&T	471.82	511243	
CENTERPOINT ENERGY RESOURCES CORP	132.60	511291	
GARSITE PROGRESS	207.25	511300	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	20.18	511340	
FUNCTION 4 LLC	62.00	511353	
TITAN AVIATION FUELS	84,723.01	511367	
MUNRO'S UNIFORM SERVICES, LLC	63.50	511391	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	331.12	511393	87,095.52**
AIRPORT IMPROVE. GRANTS			
HONESTY ENVIRONMENTAL SERVICES, INC	4,990.00	511376	
APPLIED PAVEMENT TECHNOLOGY, INC.	7,761.90	511381	
ELITE CONTRACTORS AND EQUIPMENT LTD	408,352.50	511400	421,104.40**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	18,526.72	511331	18,526.72**
LANGUAGE ACCESS FUND			
MASTERWORD SERVICES, INC	163.17	511385	
RUBEN ZAPATA	100.00	511397	263.17**
ARPA CORONAVIRUS RECOVERY			
CITY OF NOME	98,000.00	511402	98,000.00**
APPELLATE JUDICIAL SYSTEM			
9TH COURT OF APPEALS	2,720.37	511309	2,720.37**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	342.00	511219	
RITTER @ HOME	44.32	511230	
AT&T	108.70	511243	
ADVANCED SYSTEMS & ALARM SERVICES,	60.00	511256	
VERIZON WIRELESS	151.96	511268	
VERIZON WIRELESS	37.99	511270	
THE DINGO GROUP-PETE JORGENSON MARI	7,013.95	511307	

NAME	AMOUNT	CHECK NO.	TOTAL
INDUSTRIAL & COMMERCIAL MECHANICAL	7,918.00	511331	
VECTOR SECURITY	49.45	511355	
			15,726.37**
SHERIFF - COMMISSARY			
WALMART CAPITAL ONE	590.00	511379	
			590.00**
			2,228,931.84***

shall not be deemed to be the agent of the party receiving services under this agreement.

7. The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 24 day of October, 2023.



~~Jeff R. Branick~~ ~~Jefferson County Judge~~
~~Jefferson County Judge~~

Thurman Bartie, Mayor
Mayor, City of Port Arthur





RESOLUTION NO. 23-405

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERLOCAL AGREEMENT BETWEEN THE CITY OF PORT ARTHUR AND JEFFERSON COUNTY PRECINCT 3 TO CUT THE GRASS AND APPLY HERBICIDE SPRAY AT THE NORTH AND SOUTH LEVEE ROADS ON PLEASURE ISLAND IN AN AMOUNT NOT TO EXCEED \$26,809.36. FUNDING IS AVAILABLE IN THE OTHER CONTRACTUAL ACCOUNT, ACCOUNT NUMBER 001-13-031-5470-00-10-000.

WHEREAS, the City of Port Arthur does not have enough labor or equipment suitable for maintaining the grass along the North and South Levee Roads on Pleasure Island; and,

WHEREAS, the City of Port Arthur requested Jefferson County Precinct 3's assistance with the grass cutting and herbicide spraying of the grass at the North and South Levee Roads on Pleasure Island; and,

WHEREAS, the City of Port Arthur shall provide Jefferson County Precinct 3 with a one-time payment in exchange for the County's labor and equipment (see Exhibit A) ; now, therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ARTHUR:

THAT, the facts and opinions in the preamble are true and correct; and,

THAT, the City Manager of the City of Port Arthur is hereby authorized and directed to enter, on behalf of the City, an interlocal agreement between the City of Port Arthur and Jefferson County Precinct 3 to cut the grass and apply herbicide spray at the North and South Levee Roads on Pleasure Island in an amount not to exceed \$26,809.36; and,

THAT, funding is available in the Other Contractual Account, Account Number 001-13-031-5470-00-10-000; and,

THAT, this resolution authorizes the City of Port Arthur to allow Precinct 3 to perform work and services pursuant to Texas Government Code Section 791.014; and,

THAT, a copy of the caption of this resolution be spread upon the minutes of the City Council.

READ, ADOPTED, AND APPROVED, this 26th day of September,

2023 AD, at a regular meeting of the City Council of the City of Port Arthur, Texas, by the

following vote: AYES: Mayor: Bartie, Mayor Pro Tem Hamilton

Councilmembers: J Lewis
Beckham, Deacet, Finlow and Frank


NOES: none


Thurman "Bill" Bartie
Mayor

ATTEST:
Kelly Moore
Sherri Bellard
City Secretary

APPROVED AS TO FORM:
Shrey Vittal on behalf of
Val Tizeno, Esq.
City Attorney

APPROVED AS TO ADMINISTRATION:



Ron Burton
City Manager

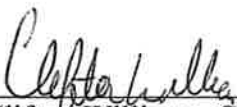


George Davis
Director of Pleasure Island

APPROVED AS TO AVAILABILITY OF FUNDS:



Kandy Daniel
Interim Director of Finance



Clifton Williams, CPPB
Purchasing Manager

**DUPLICATE ORIGINAL
CONTRACT FOR**

RES/ORD

23-405

**PLEASE KEEP FOR
YOUR FILES OR
CONTRACTOR**

**COUNCIL MEETING
DATE:** 9-26-23

Exhibit "A"

THURMAN BILL BARTIE, MAYOR
TIFFANY HAMILTON, MAYOR PRO TEM

COUNCIL MEMBERS:
WILLIE BAE LEWIS
DONEANE BECKCOM
HAROLD L. DOUCET, SR
THOMAS KINLAW III
DONALD FRANK, SR.



RONALD BURTON
CITY MANAGER

SHERRI BELLARD, TRMC
CITY SECRETARY

VAL TIZENO
CITY ATTORNEY

September 13, 2023

County Commissioner Michael Sinegal, Comm. Pct. 3
Jefferson County Road & Bridge Precinct # 3
5700 Jade Ave
Port Arthur, TX 77640

RE: Assistance through Inter-local Agreement

Dear Commissioner Sinegal:

The City of Port Arthur requests the assistance of Jefferson County through an inter-local agreement for the North and South Levees of Pleasure Island.

1. Cut the grass for the North and South Levees of Pleasure Island by using two slope mowers, three side arms and two bush hogs. One Gradall and a dump truck to clean the scattered pieces of waste and trash. Additionally, the City requests your spraying crew to put herbicide spraying (1 time). The City of Port Arthur requests mowing the North and South levees one time this year in October.

The City of Port Arthur will provide the following for your assistance:

1. To provide the City of Port Arthur assistance in the North and South Levee, Jefferson County Pct. 3 will have to work overtime the payment to Pct. 3 will be overtime, fuel for equipment used and miscellaneous items.

Labor—60 hours of overtime X 1719.83/hr X 12 employees = \$20,638.00

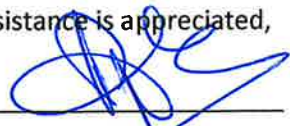
Fuel—300 Gallons X 3.50/gallon= \$1,050.00

Parts- 20% total= \$5,121.36

Total= \$26,809.36

In total, the City shall not exceed \$26,809.36 to cut the grass on the North and South levees.

Your Assistance is appreciated,



Ron Burton, City Manager

COUNTY OF JEFFERSON

IN THE COMMISSIONERS COURT

STATE OF TEXAS

OF JEFFERSON COUNTY, TEXAS

AMENDED ORDER REGARDING MEMBERS APPOINTED TO THE JEFFERSON COUNTY SEXUAL ASSAULT RESPONSE TEAM

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 24 day of October, 2023, on motion made by Vernon Pierce, Commissioner of Precinct No. 1, and seconded by Cary Erickson, Commissioner of Precinct No. 1, the following Order was adopted:

The Jefferson County Order to create the Jefferson County Sexual Assault Response Team (Team) was approved pursuant to Subchapter J, Chapter 351 Texas Local Government Code; and

Whereas it has become necessary to add additional members to adequately serve the citizens of Jefferson County who are sexually assaulted; and

Whereas the Bylaws for the Jefferson County Sexual Assault Response Team provides that additional members may be appointed, as necessary, to fulfill the mandates of the State of Texas and the current members have voted unanimously to enlarge the team.

We respectfully that the Commissioners Court approve adding the following members to the team.

- Patti Adams
- Deborah Tomov, Family Services of Southeast Texas
- Cordella Lyons, Baptist Hospital
- Mark Goodwin, Port Neches Police Department
- John Hudson, Groves Police Department
- Cody Perkins, Nederland Police Department
- Monica Ryan Lamar University Police Officer
- Elvira Flores, Lamar University Police Department and Title IX Office

It is Therefore Ordered that the persons listed herein above are hereby approved to serve as Members of the Jefferson County Sexual Assault Response Team

Signed this 24 of October, 2023

Jeff R. Bralnick

Jeff R. Bralnick, County Judge
EVERETTE D. ALFRED



Vernon Pierce

COMMISSIONER VERNON PIERCE
Precinct No. 1

Cary Erickson

COMMISSIONER CARY ERICKSON
Precinct No. 2

COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3

COMMISSIONER EVERETTE ALFRED
Precinct No. 4



CLINICAL FACILITY AFFILIATION AGREEMENT

This clinical facility affiliation agreement (“Agreement”) is by and between **TEXAS A&M UNIVERSITY-CORPUS CHRISTI** (hereafter referred to as “University”), a member of The Texas A&M University System, an agency of the State of Texas, on behalf of its College of Nursing and Health Sciences, and **Jefferson County Public Health** (hereafter referred to as “Clinical Facility”), a licensed health care facility. University and Clinical Facility are sometimes hereafter referred to individually as “Party” or collectively as “Parties.”

University, through its College of Nursing and Health Sciences offers a course of study for nursing (hereafter referred to as “Nursing Program”). A critical component of the Nursing Program is providing students with an opportunity to directly apply knowledge and skills gained in the classroom in a clinical setting.

University and Clinical Facility share a mutual interest in providing students in the Nursing Program with experience in clinical care and agree to cooperate in the conduct of educational activities (hereafter referred to as “Clinical Placement” or “Clinical Placement Program”) as described below:

I. PURPOSE OF AGREEMENT

This Agreement sets forth the terms under which Clinical Facility will provide University faculty, staff, and student access to its facilities consistent with the purpose of this Agreement. This Agreement also establishes the manner in which University will access the Clinical Facility so that the wellbeing of the Clinical Facility, its staff and patients will not be jeopardized.

II. TERM OF AGREEMENT

This Agreement shall become effective **October 16, 2023** (“Effective Date”) and shall remain in effect through **October 15, 2028** unless sooner terminated as provided in this Agreement. Either Party may terminate this Agreement without cause by giving thirty (30) days written notice to the other. University students scheduled to participate in the Clinical Placement at the time of any such termination shall be allowed to complete their assigned rotations.

III. SCOPE OF THE CLINICAL PLACEMENT

Neither University nor Clinical Facility will incur any financial obligation to the other as a result of this Agreement. University and Clinical Facility acknowledge that the ultimate

responsibility for all patient care remains with Clinical Facility and students will not provide services apart from its educational value.

IV. RESPONSIBILITIES OF UNIVERSITY

University agrees to:

1. Select students for the participation in Clinical Placement, selecting only those students with a satisfactory record in the Nursing Program, and who have met University requirements.
2. Be responsible for making the decision to exclude or remove students from the Clinical Placement Program; and the Clinical Facility will adhere.
3. Provide Clinical Facility with copies of the course outline and course objectives, evaluation criteria as requested and a tentative list of course instructors and their qualifications before the beginning of each clinical rotation.
4. Maintain full responsibility and control for planning and execution of the Nursing Program, including curriculum, evaluation of students, administration, instructor appointments, and other matters which are normally reserved as University functions, such as granting degrees and advising students.
5. Make representatives of University available to Clinical Facility for assistance and consultation as the need arises and when possible.
6. Appoint, in writing, one or more representatives of University to communicate with the Clinical Facility representative(s) during the course of planning for student placement at Clinical Facility.
7. Provide Clinical Facility instructors and/or preceptors during times that students are at Clinical Facility. University will provide proof of licensure in Texas as registered nurses for all University faculty.
8. Advise students of their responsibilities regarding participation in the Clinical Placement, including the responsibility to exhibit professional conduct and to follow all rules and standards set by Clinical Facility and University.
9. Ensure students attend Clinical Placement orientation, if required by Clinical Facility.

10. Provide Clinical Facility with written Clinical Program objectives for each level of student assigned to Clinical Facility.
11. Prepare Clinical Program rotation schedules and ensure that Clinical Facility receives the student schedule before their assignment.
12. Provide to Clinical Facility, when requested, the following information regarding students:
 - a. proof of student blanket professional liability insurance coverage for or on behalf of student;
 - b. proof of each student's current immunizations as required; and
 - c. proof of current basic life support (b/s) for health care providers.
13. Educate students on communicable disease reporting guidelines.
14. Notify student, staff, and faculty that Clinical Facility requires a criminal history background check as a condition for participation in the Clinical Placement Program. The student, staff or faculty member will be required to personally obtain the criminal background check. Clearance information will be provided to Clinical Facility by University. Should the background check disclose adverse information, the student, staff, or faculty member shall immediately be removed from participation in the Clinical Placement Program at Clinical Facility.

V.
RESPONSIBILITIES OF CLINICAL FACILITY

Clinical Facility agrees to:

1. Provide an on-site educational experience which is pertinent and meaningful for students.
2. Designate and inform University of a liaison to schedule hours for students participating in the Clinical Placement Program.
3. Accept from University a number of students appropriate to the staff, space, and operations of Clinical Facility.

4. Allow authorized representatives of University to participate in the Clinical Placement Program planning.
5. Make representatives of Clinical Facility available to University for assistance and consultation as the need arises and when possible.
6. Encourage and allow students to gain properly supervised clinical experience appropriate to each student's level of knowledge and training.
7. Based on the availability of facilities, allow student access to departments appropriate to each student's level of knowledge and training.
8. Immediately provide medical care in the event of acute injury or illness experienced by a student while participating in the Clinical Placement Program, the cost of such health care to be the sole responsibility of the student.
9. Initiate the documentation process for student exposures as well as notifying University for further follow up; draw and process baseline blood samples where appropriate for communicable disease exposures.
10. Be responsible for making the decision to exclude students from individual patient care; and the University and students will adhere.
11. Be responsible for making the decision to deny a student access to the health care facility by sending University written notice; and the University shall advise the student of such decision.
12. Permit the students, staff, and faculty, at their sole cost and expense, to use Clinical Facility's amenities such as the cafeteria, rest rooms, emergency rooms, conference areas and parking facilities on the same basis as that made available to its employees.
13. Provide training to students regarding the confidentiality requirements of Clinical Facility.
14. Provide an orientation for the students, staff, and faculty participating in the Clinical Placement Program of the type and scope provided to its employees with respect to the physical facilities and equipment of Clinical Facility and its policies and procedures.

15. The Clinical Facility shall, if requested, evaluate the performance of assigned students on a regular basis using evaluation forms which are either supplied by the University or are acceptable to the University.
16. The Clinical Facility shall advise the University of any serious deficits noted in the ability of assigned students to progress toward achievement of the stated objectives of the Clinical Placement Program, and to assist the University and the student in attempting to correct these deficiencies.
17. Comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; have and maintain throughout the Term of this Agreement all licenses/permits required for its facilities, personnel, and staff; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University.
18. The Clinical Facility will retain full authority and responsibility for patient care and quality standards and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in the Clinical Facility's facilities, students will have the status of trainees; are not to replace the Clinical Facility staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the medical education program. Clinical Facility and its staff will provide such supervision of the educational and clinical activities as is reasonable and appropriate to the circumstances and to the student's level of training.
19. Upon request, the Clinical Facility will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

VI. JOINT RESPONSIBILITIES

University and Clinical Facility agree to act jointly as follows:

1. For determination of the number of students to be assigned to the Clinical Placement Program shall be a joint decision based on staff and space available at Clinical Facility and eligible students enrolled in the Nursing Program who desire to be educated at Clinical Facility.
2. This Agreement does not prevent Clinical Facility from participation in any other program. Nor does this agreement prevent University from placing students with other licensed health care facilities.

3. University and Clinical Facility agree to assist each other in obtaining and maintaining approvals of regulatory agencies needed to conduct the Clinical Placements under this Agreement.
4. There will be on-going, open communication between University and Clinical Facility to promote understanding of the expectations and roles of both institutions in providing the Clinical Placement for students. University and Clinical Facility representatives will meet, as needed, at the convenience of both Parties to coordinate and improve the Clinical Placement Program.
5. Either University or Clinical Facility may remove a student participating in the Clinical Placement Program if, in the opinion of either Party, the student is not making satisfactory progress. Any student who does not satisfactorily complete the Clinical Placement Program or any portion of thereof may repeat the placement with Clinical Facility only with the written approval of both Clinical Facility and University.
6. At no time shall University students be considered representatives, employees or agents of University or Clinical Facility. University students are not eligible to receive payment for services rendered, replace or substitute for a University or Clinical Facility employee, or possess authority to enter into any form of agreement, binding or otherwise, on behalf of Clinical Facility or University.
7. Clinical Facility and University each acknowledge that neither Party assumes liability for actions taken by students during the time that they participate in the Clinical Placement Program with Clinical Facility.
8. University is not responsible for providing personal liability or medical insurance covering students. It is the student responsibility to provide proof of personal liability before starting the Clinical Placement.
9. Clinical Facility and University shall be responsible for training students regarding Blood borne Pathogens in accordance with the Occupational Safety and Health Administration's ("OSHA") Occupational Exposure to Blood borne Pathogens (29 CFR Part 1910.1030).
10. University, to the extent permitted by the constitution and the laws of the State of Texas, and Clinical Facility agree to defend, indemnify and hold harmless the other party, and their respective agents, officers and employees from and against any and all liability or damages arising from the negligent or willful acts or omissions of the indemnifying party, its agents or employees, except

in all cases to the extent arising from the negligence or intentional misconduct of the indemnified party, its agents or employees.

11. The University and the Clinical Facility will not discriminate, sexually harass, or retaliate against any employee, applicant or student enrolled in their respective programs because of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, gender identity, or any other basis protected by law. Should either the Party be given actual or constructive notice of discrimination, harassment, or retaliation on the basis of any of these protected classes, the Parties will cooperate in an investigation to ascertain the facts; stop the discriminatory, harassing, or retaliatory conduct; remedy the effects of such conduct; and prevent the recurrence of such conduct. The University takes responsibility for training its students on its nondiscrimination policies and grievance procedures, and the Clinical Facility takes responsibility for training its employees on its nondiscrimination policies and grievance procedures.

VII. FERPA

For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Clinical Facility as a school official with a legitimate educational interest in the educational records of the students who participate in the Clinical Placement Program to the extent that access to the records are required by the Clinical Facility to carry out the Clinical Placement Program. The Clinical Facility agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.

VIII. HIPAA

University and Clinical Facility agree that:

1. Clinical Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 (“the HIPAA Privacy Regulation”);
2. To the extent that University students are participating in the Clinical Placement Program and University faculty are providing supervision at the Clinical Facility as part of the Clinical Placement Program, such students and faculty members shall:

- a. be considered part of Clinical Facility’s workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of Clinical Facility;
 - b. receive training by Clinical Facility on, and subject to compliance with, all of Clinical Facility’s privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
 - c. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through participation in the Clinical Placement Program or a faculty member accessed through the provision of supervision at Clinical Facility that has not first been de-identified as provided in 45 CFR §164.514(a);
3. University will not access or request to access any Protected Health Information held or collected by or on behalf of Clinical Facility, from a student or faculty member who is acting as a part of the Clinical Facility’s workforce as set forth above, or any other source, that has not first been de-identified as provided in 45 CFR §164.514(a); and
 4. No services are being provided to Clinical Facility by University pursuant to this Agreement and therefore this Agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

VIII. MISCELLANEOUS PROVISIONS

1. Execution and modification. This Agreement is binding only when signed by both Parties. Any modifications or amendments must be in writing and signed by both Parties.
2. Assignment. This Agreement, with the rights and privileges it creates, is assignable only with the written consent of both Parties.
3. Force Majeure. Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch

whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

4. Governing Law. This Agreement is construed under the laws of Texas. Parties agree to remain silent in regards to venue.

5. Independent Contractor Status. This Agreement will not be construed as creating an employer/employee relationship between University and Clinical Facility or the students.

6. Headings. Headings appear solely for convenience of reference. Such headings are not part of this Agreement and shall not be used to construe it.

7. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

8. Notice. Any notices required or permitted under this Agreement must be in writing and will be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. The Parties may change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

University: Texas A&M University - Corpus Christi
6300 Ocean Drive, MS 5731
Corpus Christi, Texas 78412
attn: Contracts Administration
Email: contracts@tamucc.edu

Clinical Facility: Jefferson County Public Health Unit #1
1295 Pearl
Beaumont, TX 77701
Jefferson County Public Health Unit #2
800 4th Street
Port Arthur, TX 77640
attn: Rachel Dragulski, Director of Nursing
Email: rachel.dragulski@jeffcotx.us
Phone : 409-835-8530

9. Public Information.

- (a) Clinical Facility acknowledges that University is obligated to strictly comply with the Public Information Act, Chapter 552, *Texas Government Code*, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law.
- (b) Upon University's written request, Clinical Facility will promptly provide specified contracting information exchanged or created under this Agreement for or on behalf of TAMU-CC.
- (c) Clinical Facility acknowledges that University may be required to post a copy of the fully executed Agreement on its Internet website in compliance with Section 2261.253(a)(1), *Texas Government Code*.
- (d) The requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to this Agreement and the Clinical Facility agrees that the Agreement can be terminated if Clinical Facility knowingly or intentionally fails to comply with a requirement of that subchapter.

10. Certification Regarding Business with Certain Countries and Organizations. Pursuant to Subchapter F, Chapter 2252, Texas Government Code, Clinical Facility certifies it is not engaged in business with Iran, Sudan, or a foreign terrorist organization. Clinical Facility acknowledges this Agreement may be terminated if this certification is inaccurate.

11. Prohibition on Contracts with Companies Boycotting Israel. To the extent that Texas Government Code, Chapter 2271 applies to this Agreement, Clinical Facility certifies that (a) it does not currently boycott Israel; and (b) it will not boycott Israel during the term of this

Agreement. Clinical Facility acknowledges this Agreement may be terminated and payment withheld if this certification is inaccurate.

12. Prohibition on Contracts Related to Persons Involved in Human Trafficking. Under Section 2155.0061, Government Code, the Clinical Facility certifies that the individual or business entity named in this contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated and payment, if applicable, withheld if this certification is inaccurate.

13. Verification Regarding Boycotting Energy Companies. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Clinical Facility certifies (1) does not boycott energy companies and (2) will not boycott energy companies during the term of this Agreement.

14. Verification Regarding Discrimination Against Firearm Entities and Trade Associations. To the extent that Section 2274.002, Texas Government Code applies to this Agreement, Clinical Facility certifies (1) does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association, and (2) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

15. Records Retention. Clinical Facility will preserve all contracting information, as defined under Texas Government Code, §552.003 (7), related to the Agreement for the duration of the Agreement and for seven years after the conclusion of the Agreement.

16. Not Eligible for Rehire. Clinical Facility is responsible for ensuring that its employees involved in any work being performed for TAMU-CC under this Agreement have not been designated as “Not Eligible for Rehire” as defined in System policy 32.02, *Discipline and Dismissal of Employees*, Section 4 (“NEFR Employee”). In the event TAMU-CC becomes aware that Clinical Facility has a NEFR Employee involved in any work being performed under this Agreement, TAMU-CC will have the sole right to demand removal of such NEFR Employee from work being performed under this Agreement. Non-conformance to this requirement may be grounds for termination of this Agreement by TAMU-CC.

17. Limitations. The Parties are aware that there are constitutional and statutory limitations on the authority of TAMU-CC (a State agency) to enter into certain terms and conditions of this Agreement, including, but not limited to, those terms and conditions relating to liens on TAMU-CC’s property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys’ fees; dispute resolution; indemnities; and confidentiality (collectively,

the “Limitations”), and terms and conditions related to the Limitations will not be binding on TAMU-CC except to the extent authorized by the Constitution and the laws of the State of Texas. Neither the execution of this Agreement by TAMU-CC nor any other conduct, action, or inaction of any representative of TAMU-CC relating to this Agreement constitutes or is intended to constitute a waiver of TAMU-CC’s or the State’s sovereign immunity to suit.

18. Conflict of Interest. By executing this Agreement, Clinical Facility and each person signing on behalf of Clinical Facility certifies, and in the case of a sole proprietorship, partnership or corporation, each Party thereto certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by The A&M System, has direct or indirect financial interest in the award of this Agreement, or in the services to which this Agreement relates, or in any of the profits, real or potential, thereof.

19. Use of Name. Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading.

20. Entire Agreement. This Agreement contains the entire understanding of the Parties with respect to the Clinical Placement Program and supersedes all other written and oral agreements between the Parties with respect to the Clinical Placement Program. It is acknowledged that other contracts may be executed. Such other agreements are not intended to change or alter this Agreement unless expressly stated in writing.

EXECUTED by University and Clinical Facility through their respective duly appointed officers.

**Texas A&M University – Corpus Christi
Corpus Christi**

Jefferson County Public Health

Tg

By: _____
Clarenda M. Phillips, Ph.D.
Provost & VP for Academic Affairs

By: [Signature]
~~JEFF R. BRADSHAW COUNTY JUDGE~~
EVERETT D. ALFRED

Dated: _____

Dated: _____

Recommended by:

By: _____
Dr. Hassan Aziz, Dean
College of Nursing & Health Sciences

Dated: _____

ATTEST [Signature]
DATE 10/24/2023



Submit to:
SECRETARY OF STATE
Government Filings Section
P O Box 12887
Austin, TX 78711-2887
512-463-6334
FAX 512-463-5569
Filing Fee: None



OATH OF OFFICE

IN THE NAME AND BY THE AUTHORITY OF THE STATE OF TEXAS,
I, KENNETH W. DOLLINGER, do solemnly swear (or affirm), that I will faithfully
execute the duties of the office of Justice of the Peace Pct 8 (Interim) Jefferson County of
the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws
of the United States and of this State, so help me God.

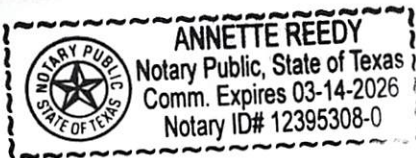
Ken Dollinger
Signature of Officer

Certification of Person Authorized to Administer Oath

State of Texas
County of Jefferson

Sworn to and subscribed before me on this 18th day of October, 2023.

(Affix Notary Seal,
only if oath
administered by a
notary.)



Annette Reedy
Signature of Notary Public or
Signature of Other Person Authorized to Administer An
Oath

Annette Reedy
Printed or Typed Name



Form #2201 Rev. 05/2020
Submit to:
SECRETARY OF STATE
Government Filings
Section P O Box 12887
Austin, TX 78711-2887
512-463-6334
512-463-5569 - Fax
Filing Fee: None



STATEMENT OF OFFICER

Statement

I, KENNETH W DOLLINGER, do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected/Appointed: Justice of the Peace Pct 8 (Interim)
Jefferson County

Execution

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated therein are true.

Date: October 18, 2023

Signature of Officer

Return to:

ROXANNE HELLBERG
1085 PEARL ST
BEAUMONT, TX 77701

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Roxanne Acosta-Hellberg County Clerk
Jefferson County, Texas

October 26, 2023 08:29:56 AM

FEE \$0.00

2023030057



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 24 day of October, 2023, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Michelle Mason, has devoted 26 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Michelle Mason served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Michelle Mason dedicated her talents and services to the sometimes overwhelming task of collecting motor vehicle sales tax and license fees through the licensing and titling of motor vehicles. She also used her talent collecting property taxes and many other activities necessary for the daily functioning of the County Tax Office;

WHEREAS, Michelle Mason has been a pillar of knowledge for the Tax Office and through the years, she has assisted many customers and employees. She has worked tirelessly to maintain our office files and keep them in order and up to date. Being a Veteran, her compassion and knowledge of military benefits related to automobile and property are unmatched. Michelle volunteered to serve the community through Emergency Management during Imelda and COVID-19 as part of the documentation team, call intake, and community outreach. She will be missed by her co-workers and the taxpayers of Jefferson County.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Michelle Mason for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 24 day of October, 2023.

JEFF BRANICK
County Judge



Vernon Pierce
COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Everette P. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 24 day of October, 2023, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

WHEREAS, Melanie Duhe, has devoted 20 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Melanie Duhe served admirably in the position as Deputy Assessor-Collector of Taxes for Jefferson County; and,

WHEREAS, Melanie Duhe dedicated her talents and services to the sometimes overwhelming task of collecting motor vehicle sales tax and license fees through the licensing and titling of motor vehicles. She also used her talent collecting property taxes and many other activities necessary for the daily functioning of the County Tax Office;

WHEREAS, Melanie Duhe has served as title clerk for both the Port Arthur and Mid County offices. She has been a liaison to all the area dealerships and maintained a professional and personable relationship. Melanie has gone above and beyond to ensure their title work is completed properly. She has an humble and unselfish attitude. She will be missed by her co-workers and the taxpayers of Jefferson County.

NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Melanie Duhe for her dedicated service of Jefferson County and wishes her well in her retirement.

SIGNED this 24 day of October, 2023.

JEFF BRANICK
County Judge



Vernon Pierce
COMMISSIONER VERNON PIERCE
Precinct No. 1

COMMISSIONER MICHAEL SINEGAL
Precinct No. 3

Cary Erickson
COMMISSIONER CARY ERICKSON
Precinct No. 2

Everette D. Alfred
COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

**Compliance with
OUT OF STATE TRAVEL POLICY**

Memling Altamirano participation at the:
ANSI National Accreditation Board (ANAB) Assessment
April 14-19, 2024
Albuquerque Police Department Crime Laboratory - Toxicology
Albuquerque, New Mexico

1. It is not included in the yearly budget. All travel expenses will be covered by ANAB.
2. The participation in laboratory accreditation events impacts the employee's ability to perform assigned tasks and directly impacts the accreditation capabilities of the Crime Lab.
3. The benefit is worth the cost of the employee's time away from the laboratory. This assessment opportunity will help prepare the employee/laboratory for future on-site accreditation assessments.
4. This assessment opportunity is not offered in Texas.