

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

BE IT REMEMBERED that on October 31, 2023, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Chief Deputy, Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*October 31, 2023*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
October 31, 2023**

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

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

**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**



*Notice of Meeting and Agenda*  
*October 31, 2023*

**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.**

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](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: Everette "Bo" Alfred, Commissioner, Precinct Four**

**PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One**

## **PURCHASING:**

- (a). Consider and approve a bid due date extension for Invitation for Bid (IFB 23-065/MR) Term Contract for Mowing for Jefferson County from November 1, 2023 at 11:00 am to November 15, 2023 at 11:00 am.

NO ATTACHMENTS

**Motion by: Pierce**

**Second by: Erickson**

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

**Action: APPROVED**

- (b). Receive and file bids for Invitation for Bid (IFB 23-055/MR) Term Contract for Morgue Transport Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 131

**Motion by: Pierce**

**Second by: Erickson**

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

**Action: APPROVED**

- (c). Consider and approve award the 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 132 - 341

**Motion by: Pierce**

**Second by: Erickson**

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

**Action: APPROVED**

- (d). Consider and approve, execute, receive and file a contract amendment for (RFP 22-021/YS), Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail and Minnie Rogers Juvenile Justice Center. This amendment will assign the continuation of services under this term contract to Smart Communications Holding LLC, as this business has entered into a corporate restructuring with Smart Communications Holding Inc.

SEE ATTACHMENTS ON PAGES 342 - 343

**Motion by: Pierce**

**Second by: Erickson**

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

**Action: APPROVED**

*Notice of Meeting and Agenda*  
*October 31, 2023*

- (e). Consider and approve, execute, receive and file Change Order No. 4 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 \$3,746.53 to address the slopes in the corridors outside the shower areas/ramp at restroom and the addition of elastomeric patching compound for fractured terrazzo on second and third level stairs; bringing the total contract amount from \$2,555,674.80 up to \$2,559,421.33. 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 344 - 348

**Motion by: Pierce**

**Second by: Erickson**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve electronic disbursement for \$212,389.17 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County Local Provider Participation Fund for the Graduate Medical Education Program.

NO ATTACHMENTS

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

- (b). Consider and approve advance funding request for American Rescue Plan Act approved project with City of China in the amount of \$50,000.

SEE ATTACHMENTS ON PAGES 349 - 349

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

- (c). Consider and approve electronic disbursement for \$548,460.12 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (d). Consider and approve settlement of \$18,765.79 for damage done to Old Nome Road and ditch by Hulcher Services Inc.

SEE ATTACHMENTS ON PAGES 350 - 351

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

- (e). Consider and approve wire transfer for \$371,650.77 for home buyout purchase through the Texas GLO CDBG -Hurricane Harvey Home Buyout Grant.

SEE ATTACHMENTS ON PAGES 352 - 352

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

- (f). Regular County Bills – check #511408 through check #511646.

SEE ATTACHMENTS ON PAGES 353 - 362

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

## **COUNTY COMMISSIONERS:**

- (a). Consider, possibly approve and authorize the County Judge to execute the Southeast Texas Auto Task Force Interlocal Agreement for 2024 Grant year.

SEE ATTACHMENTS ON PAGES 363 - 403

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

*Notice of Meeting and Agenda*  
*October 31, 2023*

- (b).Receive and file executed Abatement Agreement between Jefferson County and Golden Triangle Storage LLC for Phase 1 ( then 2,3 4)

SEE ATTACHMENTS ON PAGES 404 - 644

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

- (c).Consider and possibly approve an order to extend the Burn Ban issued on October 25, 2023 pursuant to Sec. 352.081, Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 645 - 647

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

**ADDENDUMS:**

- (d).Consider and possibly approve a proclamation for Veterans Day.

SEE ATTACHMENTS ON PAGES 648 - 648

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

**TAX OFFICE:**

- (a).Consider and possibly approve a Resolution recognizing Pam Yates for her 29 years of service to Jefferson County and to the citizens of Jefferson County and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 649 - 649

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

## **ENGINEERING DEPARTMENT:**

- (a).Receive and file Advance Funding Agreement  
CSJ 0920-38-287 between TX DOT and Jefferson County for  
replacement of the bridge on Erie Street at LNVA Canal. Project located  
in Precinct 4.

SEE ATTACHMENTS ON PAGES 650 - 668

**Motion by: Alfred**

**Second by: Pierce**

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

**Action: APPROVED**

- (b).Receive and file Advance Funding Agreement  
CSJ 0920-38-297 between TX DOT and Jefferson County for  
replacement of the bridge on Mason Road at Pignut Gully. Project  
located in Precinct 1.

SEE ATTACHMENTS ON PAGES 669 - 687

**Motion by: Alfred**

**Second by: Pierce**

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

**Action: APPROVED**

## **HUMAN RESOURCES:**

- (a).Consider and possibly approve granting extended leave without pay for  
up to 90 days for Sommer Harris, an employee of the Sheriff's  
Department.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

## **RISK MANAGEMENT:**

- (a).Consider and possibly approve Public Official's Bond for the following  
appointed official: Terry Wuenschel, Tax Assessor – Collector.

SEE ATTACHMENTS ON PAGES 688 - 691

*Notice of Meeting and Agenda*  
*October 31, 2023*

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

**SHERIFF'S DEPARTMENT:**

**ADDENDUMS:**

- (a). Please consider and possibly approve a resolution for Jeanette C. Dotson a Corrections Officer for 32 years and 9 months of service and wishing her well in her retirement.

SEE ATTACHMENTS ON PAGES 692 - 693

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

- (b). Please consider and possibly approve a resolution for Stephen Pieper a Maintenance Employee at the Correctional Facility for 9 years and 7 months of service and wishing him well in his retirement.

SEE ATTACHMENTS ON PAGES 694 - 695

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

**OTHER BUSINESS:**

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

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

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**Jeff R. Branick**  
**County Judge**

*Notice of Meeting and Agenda*  
*October 31, 2023*

**Special, October 31, 2023**

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





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-055/MR) **Term Contract for Morgue Transport Service for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Morgue Transport Service for Jefferson County  
**BID NUMBER:** IFB 23-055/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 18, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise:**  
 September 6, 2023 & September 13, 2023

**TABLE OF CONTENTS**

TABLE OF CONTENTS .....1

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT .....2

SECTION 2: FEMA MANDATED CONTRACT PROVISIONS .....12

BYRD ANTI-LOBBYING CERTIFICATION FORM ..... 22

DEBARMENT/SUSPENSION CERTIFICATION ..... 23

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 24

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....26

INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF .....28

SAMPLE FORM 1295.....30

INSERTION PAGE: FORM 1295 ..... 31

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....32

INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF.....35

BIDDER INFORMATION FORM.....36

SECTION 4: MINIMUM SPECIFICATIONS.....37

OFFER TO CONTRACT FORM .....47

ACCEPTANCE OF OFFER FORM.....48

INSERTION PAGE: ADDENDA .....49

BID FORM .....50

VENDOR REFERENCES .....51

SIGNATURE PAGE .....52

CERTIFICATION REGARDING LOBBYING .....53

CONFLICT OF INTEREST QUESTIONAIRE .....54

LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....55

GOOD FAITH EFFORT DETERMINATION CHECKLIST .....56

NOTICE OF INTENT .....57

HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....58

RESIDENCE CERTIFICATION/TAX FORM.....62

HOUSE BILL 89 VERIFICATION .....63

SENATE BILL 252 CERTIFICATION .....64

BID AFFIDAVIT .....65

**BID SUBMISSIONS:**

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

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

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

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

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.**

**2.1 DESIGN, STRENGTH, AND QUALITY.**

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

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

**2.4 DELIVERY SCHEDULE.**

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

**2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

### **2.16 EVALUATION.**

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

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

#### **4.3 PRICE RE-DETERMINATION.**

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

#### **4.4 TERMINATION.**

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

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the



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

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

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

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

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

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

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

#### **7. AWARD.**

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

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

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

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

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

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<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” (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at <u>41 CFR part 60</u>, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</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>	2 CFR 200 APPENDIX III and 41 CFR §60-1.4(b)

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

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

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

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<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	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <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).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity-owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <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>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <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>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <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>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
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, <b>Respondent</b> 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>	Texas Government Code 2271.002

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

**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 Proctor's Morgue Transport 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

Lashan D Proctor - Owner  
Name and Title of Contractor's Authorized Official

Sept 18, 2023  
Date

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

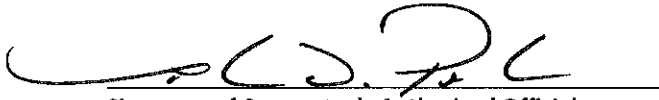
**DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

The Contractor Proctor's Mortuary Transport 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

Weston D Proctor - Owner

Name and Title of Contractor's Authorized Official

Sept 18, 2023

Date

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



## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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


**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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

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

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

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



Signature of Contractor's Authorized Official

LASHON D. PROCTOR - Owner

Name and Title of Contractor's Authorized Official

September 18, 2023

Date

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

**COUNTY HOLIDAYS (2023):**

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

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

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

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

**2. PRE-BID MEETING AND WALK-THROUGH.**

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

**3. QUESTIONS/DEADLINE FOR QUESTIONS.**

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

**4. VENDOR REGISTRATION (System for Award Management).**

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

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

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

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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

### FORM 1295 Implementation Background:

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

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

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

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

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

### **FORM 1295 EXEMPTIONS:**

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

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

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

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

# 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:  
2023-1072900

Date Filed:  
09/18/2023

Date Acknowledged:

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

Proctor's Mortuary  
Beaumont, 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.

Funeral Services Commission, 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.

IFB 23-055/MR  
REMOVAL OF REMAINS

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	PROCTOR, LASHON	BEAUMONT, TX United States	X	X

5 Check only if there is NO Interested Party.

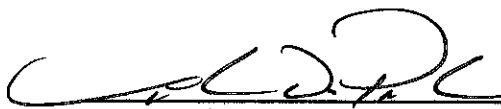
6 UNSWORN DECLARATION

My name is LASHON D. Proctor, and my date of birth is 07-04-1969.

My address is 3522 Washington Blvd Beaumont TX 77705 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 18 day of Sept, 2023.  
(month) (year)

  
Signature of authorized agent of contracting business entity  
(Declarant)

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



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

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**6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	<b>\$1,000,000</b>
<b>Excess Liability</b>	<b>\$1,000,000</b>

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

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

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

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

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

## BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 23-055/MR)

**Bidder's Company/Business Name:** Proctor's Mortuary Transport

**Bidder's TAX ID Number:** 90-1087314

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

**Contact Person:** Lashon D Proctor Title: Owner

**Phone Number (with area code):** 409 840 -2022

**Alternate Phone Number if available (with area code):** 409 -284 -4934

**Fax Number (with area code):** 409-840 -4530

**Email Address:** proctorsmortuary@aol.com

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

3522 Washington Blvd  
Address  
Beaumont, Texas 77705  
City, State, Zip Code

**REQUIRED FORM**

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-055/MR.

### **SCOPE OF PROJECT:**

Vendor shall provide Morgue Transport Services for Jefferson County on an as-needed basis twenty-four (24) hours a day, 365 days a year in accordance with the requirements stated herein.

### **Renewal Option**

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewals are subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

### **Insurance**

All bidders must submit **with this bid** a certificate of insurance, signed by their insurance agent, showing that coverage as stipulated in the Special Requirements/Instructions section found on Pages 32-34 of this bid proposal (Item 10: Insurance and Item 11: Worker's Compensation). Coverage must be sustained for the duration of this agreement including renewal years. The successful bidder will be required to submit proof of continuing coverage by sending renewal certificates to the Jefferson County Purchasing Department, 1149 Pearl Street, Beaumont, Texas, 77701, Attention: Deborah L. Clark, Purchasing Agent.

### **Special Requirements**

Contractor shall pick up decedent human remains from any location in Jefferson County and deliver same, F.O.B. inside, to the Forensic Medical Management Services, PLC Center (hereinafter called "the Center"), 4381 W. Cardinal Dr., Beaumont, Texas, 77705 in accordance with the manner described in this package.

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor shall not apply any special fees or charges for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency only, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>. All transports in times of Disaster and/or Emergency will be Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

### **General Description**

A Jefferson County Justice of the Peace will contact the contractor with a location, information, and instructions to pick up human remains and transport those remains to the Center. Corpses may have expired by natural or unnatural causes. Every effort must be made to provide services in an environmentally safe manner with respect

and dignity for the deceased and to satisfy such standards, legal requirements, regulations or other provisions stipulated by the Justice of the Peace and/or other legitimate governmental jurisdictions while performing under this contract. This service must be available twenty-four (24) hours a day, 365 days a year.

### **Evaluation**

This agreement will be awarded on the basis of the lowest and best bid. Lowest bids shall be construed as that which meets the needs of the end user, has demonstrated compliance with the requirements and specifications and is best able to perform the tasks in accordance with the standards contained herein.

### **Confidentiality**

All cases are confidential in nature and the contractor must abide by strict rules with regard to protection of that confidentiality. Such rules include, but are not necessarily limited to, the following. Contractor, contractor's employees, stockholders, officers, partners or any member of the immediate families, **may not:**

- Provide any comment, speculation, opinion or information, directly or indirectly, solicited or unsolicited, with any person at, or away from, the scene where remains are picked up;
- Use any part of the information concerning or surrounding a death scene, or the decedents, to further business prospects of, or benefit of, any business entity or institution or collude in any way with any other business, media representative or attorney;
- Use cameras or any other type of recording device to capture imaging of the deceased or evidentiary material at a death scene or anywhere else;
- Permit any passengers or observers other than contract service personnel in contract vehicles at any time;
- Intentionally or unintentionally disrupt, tamper with, obscure, or defile evidentiary material at any time; preservation of evidence shall be prioritized;
- Make any statement, written or spoken, on behalf of the Jefferson County Justice of the Peace or the Center, nor offer opinions or discuss observations with family members, news media or general public, nor discuss the cause or manner of death at any time;
- Convey, in any manner or means, information concerning cases which may lead to knowledge of the name or address of the decedent, next of kin or relative, including, but not necessarily limited to, other transport companies, funeral homes, media representatives, attorneys or their agents, other employees or other agents of the contractor; or
- "Steer or lead" any next of kin or designee authorized to handle burial arrangements to any funeral homes or body transfer services, attorneys, florists or their agents.

For any unauthorized release of information, in violation of the above, the Contractor, and/or Contractor's employees shall be subject to immediate dismissal and termination of this contract at the option of Jefferson County Commissioners' Court. Jefferson County also reserves the right to require dismissal of an employee from service to the County in the event said person is shown to have a criminal and/or unacceptable (to the Jefferson County Commissioners' Court) driving record or has dealt in irregularities concerning any licensing, regulatory agency, history of operation and/or management of a prior business such that the activity was contrary to the public interest.

### **Contractor Requirements**

All bidder shall meet all the following requirements by the date this bid is submitted, which will be subject to verification by the County immediately and/or at will.

## Company Requirements

Contractor must:

- Be a bonded, insured, commercial enterprise with a fixed-site;
- Have and maintain, adequately trained personnel needed to perform under this contract;
- Have and maintain two (2) service vehicles available for service at all times;
- Provide personnel who are courteous, neat in appearance and professional in demeanor at all times and all locations when services are being performed by them;
- Hold Jefferson County and/or their representatives harmless, by statement, implication or assumption, with respect to any accident, damages or loss of equipment and/or regarding injuries or death of any personnel of the Contractor;
- Adhere to OSHA regulations regarding potential exposure to blood and body fluids; and
- Maintain telephone service, manned and operated by the Contractor to answer calls twenty-four (24) hours a day, 365 days a year.

## Personnel Requirements

Contractor shall appoint, employ, or act as, a full-time general manager, who will be responsible for the competent performance and fulfillment of Contractor's obligation under this contract. The person who has the primary responsibility for this performance must be available to the Jefferson County Justices of the Peace to render services twenty-four (24) hours a day, and during times of disaster and/or emergency. This name must appear as the primary contact person in the returned bid. Other personnel requirements are as follows:

At least two persons must participate in response calls by the Jefferson County Justice of the Peace with knowledge of Jefferson County's geographic layout. Each must be able to understand and communicate in written and spoken English. Drivers making transports for Jefferson County under this contract must be licensed Class C motor vehicle operators in the State of Texas and be covered under a policy of liability insurance as required by the State.

- All Contractor personnel are expected to conduct themselves in a professional manner whether with law enforcement or emergency personnel or the general public, regardless of where their activity is taking place.
- All Contractor personnel are expected to be neat and clean and to wear neat, clean, professional business attire, while on duty for Jefferson County. No types of advertising or other commercial identifications may be worn by contractor personnel.
- Personnel of the successful bidder may not speak for Jefferson County, nor may they offer opinions, or discuss observations with members of the deceased's family, the news media, or general public.
- All personnel are strictly prohibited from carrying any type of firearms or weapons, either on their person or in any of the transport vehicles.
- Personnel of the successful bidder shall, while on assignment for Jefferson County, act solely under the direction of the Jefferson County Justices of the Peace.
- No unauthorized passengers shall ride in vehicles on assignment for Jefferson County.

## Vehicle Requirements

Contractor must have available at least two (2) vehicles, appropriately licensed, inspected, emissions tested (if applicable), cleaned, properly equipped, maintained and supplied at all times. Vehicle must be arranged



internally to accommodate the transport of decedents. Vehicle shall be capable of securing stretchers to the body of the vehicle.

The use of any audible or visual emergency equipment on any vehicle, stationary or mobile, is prohibited. No types of advertising or other commercial identifications, either interior or exterior, may be affixed to the vehicle and no other types of advertising, such as pamphlets, business cards, letters, papers of any kind may be carried in or on the vehicle or distributed at time of body removal.

It may be necessary from time to time for items of evidence to be transported with the body. It is required that the items be handled so as not to contaminate them and that, once released to the Contractor by the Justice of the Peace, they be loaded as instructed by the Justice of the Peace.

After any body pick-up, successful bidder must proceed immediately to the directed destination, unless specifically authorized by a Jefferson County Justice of the Peace to make an additional pick-up.

Each vehicle must be supplied with the following County issued items in sufficient quantities to make multiple calls:

- At least two body bags, heavy weight, black, envelope opening type;
- At least two body bags, new, unused, light weight, white, envelope opening type;
- At least one box of disposable gloves;
- A minimum of two, clean, sheets, white, cloth;
- A minimum of two sets of disposable, protective clothing for attendants; and
- Morgue Doctor approved body identification tags, waterproof, showing decedent name (if available), race, sex, age, date, time, pickup address.

Jefferson County reserves the right to inspect the proposed vehicle and equipment to be used in any transport for Jefferson County. Determination for acceptance shall be based on their suitability for this application. The vehicle and equipment must be approved by the Center Director before bid will be awarded.

Jefferson County will expect to have control over the transport vehicle and its attendant from the time of notification of assignment until attendant and vehicle are released by the Justice of the Peace and/or Center Director.

Wastes generated by the contracting service will not be left at the death scene, but collected by the service and removed to an appropriate disposal site. Contractor may discuss disposal of some waste at the Center. Waste items must not be transported so as to be in contact with the corpse.

## **Records**

This section concerns the types and kinds of records involved in this activity, including decedent records (body, property, medical, identification), logs (dispatch, transport, vehicle) and financial accounting. Any forms or reports required by the Center will be completed by the successful bidder's personnel as directed by the Center Director.

### **Decedent Records**

Decedent records concern pertinent information about the deceased. Following is a description of the types and use of those items.

- Identification Tags, with specific, hand-printed data about the deceased, are signed by the Contractor's employee and are attached to the decedent's toe or index finger.

## Transport Records

Transport Records must be kept by the Contractor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State or Local authorities.

■ A Vehicle Service Log must be maintained with the following information:

- Time notified (date and time service call was received);
- Name of official authorizing pickup;
- Destination;
- Names of driver and/or attendant;
- Time of arrival at death scene;
- Name of decedent;
- Nature of death;
- Medical legal case number assigned;
- Time departed from death scene;
- Time transport was made and completed to the Center;
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
- Odometer reading from death scene to the Center.

■ A Vehicle Dispatch Log must be maintained with the following information:

- Log number;
- Date and time call received from the Justice of the Peace;
- Name of official authorizing pickup;
- Death scene address;
- Time vehicle is dispatched;
- Time of arrival at death scene;
- Time of departure from death scene
- Time transport was made and completed to the Center;
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
- Medical legal case number assigned.

Legible copies of both the Vehicle Service Log and Vehicle Dispatch Log, signed by appropriate personnel, shall be matched by the same time period covered in each log and submitted with the invoice each month. **The County will not pay from a monthly statement alone.**

In addition, copies of these logs shall be furnished to the Center representative no later than the fourth day of the month immediately following log activities.

Both the logs **must** show each and every call number and medical legal case number along with all the other requested information. Failure to supply all information requested will be cause to withhold and/or deduct payments for lack of verification of service.

## Invoice

Morgue Transport billings shall be submitted for services to the Jefferson County Auditor's Office on a monthly basis.

It is important and necessary that invoices contain the following information:

- Medical legal case number;

- Name of Justice of the Peace ordering the call;
- Date of transport;
- Name of decedent;
- Location of death scene;
- Explanation if round trip took in excess of 60 minutes from time of dispatch; and
- Copies of signed Vehicle Service Logs and Vehicle Dispatch Logs.

### Accounts

Contractor is expected to have and maintain all normal books of accounts and records normally associated with business operations. These records and accounts, along with all other items already mentioned, shall be available for examination, audit, review and copy, without limitation as to number of frequency, by the County Auditor's Office or the Center, for at least five (5) years following the last year of this agreement including each renewal year.

The audit, review, etc., of all Contractor's Records/Accounts extends to the records of affiliated companies, partners, individuals, etc., whose business transactions affect the financial status of the Contractor. In the event the County Auditor's Office or the Center needs reasonable embellishments to Contractor's records and/or accounts for the purpose of facilitating this agreement, the Contractor shall implement those embellishments within a thirty (30) day period or provide legitimate reasons as to why those changes may not be made. If the outcome cannot be mutually agreed to, the County may consider such options as may be necessary to obtain services elsewhere including termination of this agreement.

There should be justification for audits outside the routine or scheduled ones. Should any questions develop regarding abusive procedures or conflicts, an independent auditor shall assess the situation and forward the report or outcome to all parties involved. This cost will be incurred by the County.

### Response Time

Contractor response time, from the moment of dispatch to arrival at the death scene, will be the **major** component, though not the only one, in determination, by the Justice of the Peace, of adequate performance by the Contractor. That will determine whether or not the agreement is kept or canceled or renewed for additional terms. It is, therefore, imperative that the Contractor be thoroughly cognizant of requirements surrounding response time and that response time is strictly adhered to as described in this specification.

Contractor must arrive at the designated location within sixty (60) minutes of the time the Justice of the Peace orders the service, via any relevant communication device, at any time, twenty-four (24) hours a day. Contractor shall dispatch a service vehicle immediately and said vehicle must be en route within fifteen (15) minutes of notification from the Justice of the Peace. Under regular traffic and weather conditions, it is expected that the Contractor will **arrive** at the death scene in forty-five (45) minutes or less, not to exceed sixty (60) minutes total from point to point.

It is the Contractor's responsibility to notify a Justice of the Peace, other medical personnel at a death scene, and/or the lead law enforcement officer upon arrival; the individual notified will record the Contractor's time of arrival. If a dispute develops regarding the calculation of the response time, time recorded by the aforementioned person(s) will be the determining factor.

### Procedural Synopsis

For purposes of establishing both an outline and a guide for prospective service providers, the following process is to be used by the Contractor. It must be understood at the outset, that the County Commissioners' Court will

recognize, i.e., pay for, **ONLY those services provided at the request of the Justice of the Peace.** If the Contractor answers a dispatch call from **any** law enforcement agency, emergency medical and/or hospital, the County will not accept charges for the transport, even if the body is ultimately delivered by the Contractor to the Center **unless so ordered by the Justice of the Peace.**

- The Justice of the Peace will contact the Contractor, by any appropriate means, to request service, and will note to whom the request was given, along with the date and time. If there are any special requirements, handling instructions and/or directions associated with the request, that information shall be supplied with the call. An estimated time of arrival at the death scene by the Contractor may be requested.
- The Contractor shall dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable.
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature. Contractor may **not** enter on/into a death scene until clearance is received from the Justice of the Peace and/or law enforcement personnel.
- Contractor personnel must wear disposable gloves, and may also be required to wear protective outer garments.
- Extreme caution must be exercised by Contractor to avoid disturbing any evidence on the scene. At the scene, each body will be appropriately tagged with the following printed information: decedent name (if known), race, sex, age, address of pickup location, date and time picked up, and Contractor's signature. A medical legal case number will be assigned upon arrival at the Center.
- It is preferred that Contractor remains on site only as long as may be necessary to handle their business.
- Once a body, etc., has been tagged, documented and released, Contractor shall load the decedent and proceed to the Center unless legitimately advised to proceed to some other location.
- Any damage or injury to the body and/or evidence and/or the personal effects items, resulting from some aspect of the transportation process, must be reported to the Center as soon as possible.
- A Center representative shall approve, and be present for, undressing of the body and subsequent search for personal effects.

### **Multiple Transports**

Rules surrounding the concept of multiple transports will be strictly followed. Contractor should assume that no more than one body may be transported in the same vehicle at the same time. This is intended to cover both the pickup of multiple bodies at a single location **or** the sequential pickup of single bodies from more than one location. In addition, Contractor may **not** transport any Justice of the Peace case within the same vehicle as a non-Justice of the Peace case at the same time.

If a Justice of the Peace is satisfied that extenuating circumstances require the transport of multiple bodies in a single vehicle on a single trip, they must specifically approve that action for the Contractor and the Contractor must note this approval, by name, in both the Transport and Vehicle Logs.

## Payment

Contractor will be paid on a single rate/per body basis only, including the unlikely event of multiple corpse transport in a single trip. Based on the single rate, the following rules shall apply:

Contractor will be paid at the base rate for:

- All transports from the Center;
- Any call where a transport trip is in process, but aborted by the Center.

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor shall not apply any special fees or charges for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency only, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>

## Penalty

A penalty will be assessed by the Justice of the Peace for any transport determined to be beyond the accepted response time of sixty (60) minutes with no re-notification of delay to the Justice of the Peace with an estimated time of arrival. The application of the penalty shall result in deduction of the base rate cost.

## Transport Charge

The County will allow for transport service to stay on site, under order of the Justice of the Peace, for one and a half (1½) hours. If the transport service is required by the Justice of the Peace to stay at the scene for longer than one and a half (1½) hours, transport charges will be pro rated.

## Violations

Contractor will be notified of any violation in writing by the County. The Contractor will have ten (10) days to respond to violation. If the violation cannot be resolved, the County has the right to terminate the contract.

## Questionnaire

1. What is the name and street address of your business?  
Proctor's Mortuary Transport - 3522 Washington Blvd.  
 Beaumont, Texas 77705
2. If transportation of decedents is not your primary business, what is your primary business?  
Funeral Home
3. How long has your business been in the business of transporting decedents?  
27 years
4. What is the total number of employees in your business?  
26 Employees
5. What is the total number of service vehicles that your business has for the purpose of transporting decedents?  
3 Vehicles
6. Do any of these service vehicles have business or commercial markings of any kind?  
No they are all plain
7. Identify types of vehicles used to support this service, i.e., van, suburban, ambulance, SUV, etc. If more than one type, identify how many of each.  
2 mini vans , 1 Sprinter
8. Are any backup vehicles available if needed? If so, how many, from whom, and where?  
Yes, we also have on hand 6 hearse's unmarked.
9. How many driver/attendant teams are in the regular employ of your company?  
13 teams when needed.
10. Are there any backup personnel available if needed?  
Yes.
11. Name the full-time general manager who will be responsible for maintenance of the Contractor's performance, and phone numbers where this person may be reached 24 hours a day.  
La Sandra Williams or Lashon D. Proctor.

12. Does the Contractor understand that every person in the organization is subject to research to determine possible existence of driving/criminal records or past operations/ management history regarding licenses, permits, certifications, etc.?

Yes

---

***Bidder Shall Return Completed Questionnaire with Offer.***

OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): \_\_\_\_\_.

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

Proctor's Mortuary Transport  
Company Name

For clarification of this offer, contact:

3522 Washington Blvd.  
Address

Lashon D. Proctor  
Name & Title

Beaumont, Texas 77705  
City State Zip

4098402022 4098404530  
Phone Fax

  
Signature of Person Authorized to Sign

proctorsmortuary@aol.com  
E-mail

Lashon D Proctor  
Printed Name

Owner  
Title

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



**ACCEPTANCE OF OFFER**

---

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-055/MR, Term Contract for Morgue Transport Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

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

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

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

BID FORM

	Rate Per Trip to Transport Decedents
Initial Contract Year (November 2023 - November 2024)	\$ 250.00
Renewal Year 1 (November 2024 - November 2025)	\$ 250.00
Renewal Year 2 (November 2025 - November 2026)	\$ 300.00
Renewal Year 3 (November 2026 - November 2027)	\$ 300.00
Renewal Year 4 (November 2027 - November 2028)	\$ 300.00

Name and address of support firms: Proctor's Mortuary Transport  
3522 Washington Blvd  
Beaumont, Texas 77705

Name of primary contact person: Lashon D Proctor

	Yes	No
Certificate of insurance attached?	✓	
Questionnaire attached?	✓	

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

### VENDOR REFERENCES FORM

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

#### REQUIRED FORM

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

#### REFERENCE ONE

Government/Company Name: Jefferson County

Address: 1149 Pearl St. 1ST FLOOR, Beaumont, TX

Contact Person and Title: \_\_\_\_\_

Phone: 409-835-8593 Fax: 409-835-8456

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: Removal of Remains From place of Death

#### REFERENCE TWO

Government/Company Name: Batesville Casket Company

Address: 1000 E. Pearl St. Batesville, IN 47006

Contact Person and Title: Eric Calton - Rep

Phone: 214-270-5078 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: Casket Supplier

#### REFERENCE THREE

Government/Company Name: McCloney's Florist

Address: 2690 Park St. Beaumont, Texas 77701

Contact Person and Title: Walter McCloney - Owner

Phone: 409-838-6861 Fax: \_\_\_\_\_

Email Address: \_\_\_\_\_ Contract Period: \_\_\_\_\_

Scope of Work: Order of Supplies

**SIGNATURE PAGE**

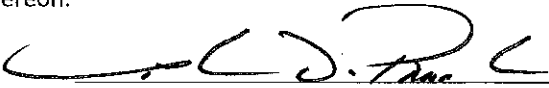
As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the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

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

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

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

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

<u>Proctor's Mortuary Transport</u> Bidder (Entity Name)	 Signature
<u>3522 Washington Blvd.</u> Street & Mailing Address	<u>Lashon D. Proctor</u> Print Name
<u>Beaumont, Texas 77705</u> City, State & Zip	<u>Sept 18 2023</u> Date Signed
<u>409-840-2022</u> Telephone Number	<u>409-840-4530</u> Fax Number
<u>proctorsmortuary@aol.com</u> E-mail Address	

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

### CERTIFICATION REGARDING LOBBYING

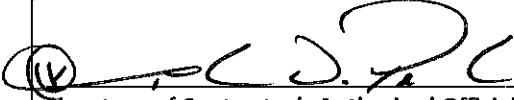
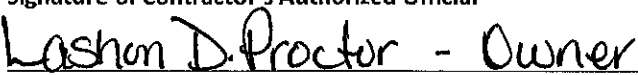
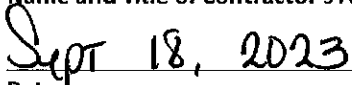
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


Signature of Contractor's Authorized Official

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

Date

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<div style="border: 1px solid black; padding: 2px; text-align: center; font-weight: bold;">OFFICE USE ONLY</div> <p><small>Date Received</small></p>	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 24px; margin-left: 100px;">N/A</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 10px; margin-left: 20px;">(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><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 24px; margin-left: 100px;">N/A</p> <p style="text-align: center; font-size: 10px; margin-left: 100px;">Name of Officer</p> <p style="font-size: 10px; margin-left: 20px;">This section (item 3 including subparts A, B, C, &amp; 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="margin-left: 40px;"> <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="margin-left: 40px;"> <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="margin-left: 40px;"> <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><b>4</b></p> <p style="text-align: center; margin-top: 20px;"> <span style="border-bottom: 1px solid black; display: inline-block; width: 200px;"></span>      <span style="border-bottom: 1px solid black; display: inline-block; width: 100px;"></span>                      Signature of vendor doing business with the governmental entity      Date                 </p>		

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

**Did the Prime Contractor/Consultant . . .?**

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

If "No" was selected, please explain and include any pertinent documentation with your bid.

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

Lashon D. Proctor  
Printed Name of Authorized Representative

[Signature]  
Signature

Owner  
Title

Sept 18 2023  
Date

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

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

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

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: \_\_\_\_\_ HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): NA

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

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

**REQUIRED FORM**

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

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

PAGE 1 OF 4

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

*MA*

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

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

PAGE 3 OF 4

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

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

I certify that Proctor's Mortuary Transport [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001. Transport

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

Taxpayer Identification Number (T.I.N.):		90-1087316
Company Name submitting bid/proposal:		Proctor's Mortuary (transport)
Mailing address:	3522 Washington Blvd. Beaumont, TX 77705	
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**
	3522 Washington Blvd. Bmt, TX 05

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

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

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

HOUSE BILL 89 VERIFICATION

I, Lashon D. Proctor, the undersigned representative of (company or business name) Proctors Mortuary (Transport) (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]  
Signature of Company Representative

September 18, 2023  
Date

On this 18 day of September, 2023, personally appeared Lashon D Proctor, 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]  
Notary Signature  
9-18-2023  
Date

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



**SENATE BILL 252 CERTIFICATION**

---

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

Proctor's Mortuary  
Company Name

\_\_\_\_\_  
IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Lashon D. Proctor, who  
(name)

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

"I, Lashon D. Proctor am a duly authorized officer of/agent  
(name)  
for Proctor's Mortuary (transport) and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Proctor's Mortuary (transport).  
(name of firm)

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

Name and address of Bidder: Proctor's Mortuary  
3522 Washington Blvd Beaumont, Texas 77705

Fax: 409 840 4530 Telephone# 409 840 2022

by: Lashon D. Proctor Title: Owner  
(print name)

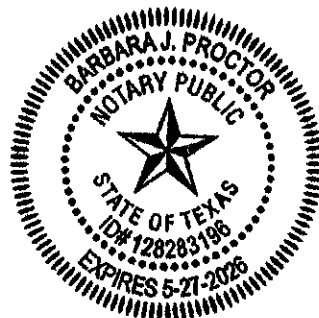
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named Lashon D Proctor on

this the 21 day of September, 2021.

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

[Handwritten Signature]  
Notary Public in and for the State of Texas





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
**Deborah L. Clark, Purchasing Agent**

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

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

**LEGAL NOTICE**  
**Advertisement for Invitation for Bids**

September 5, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-055/MR) Term Contract for Morgue Transport Service for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Term Contract for Morgue Transport Service for Jefferson County  
**BID NUMBER:** IFB 23-055/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, October 18, 2023  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise:</b>          September 6, 2023 &amp; September 13, 2023</p>
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**TABLE OF CONTENTS**

TABLE OF CONTENTS .....1

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT .....2

SECTION 2: FEMA MANDATED CONTRACT PROVISIONS .....12

BYRD ANTI-LOBBYING CERTIFICATION FORM ..... 22

DEBARMENT/SUSPENSION CERTIFICATION ..... 23

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 24

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....26

INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF .....28

SAMPLE FORM 1295 .....30

INSERTION PAGE: FORM 1295 .....31

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....32

INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF .....35

BIDDER INFORMATION FORM .....36

SECTION 4: MINIMUM SPECIFICATIONS.....37

OFFER TO CONTRACT FORM .....47

ACCEPTANCE OF OFFER FORM .....48

INSERTION PAGE: ADDENDA .....49

BID FORM .....50

VENDOR REFERENCES .....51

SIGNATURE PAGE .....52

CERTIFICATION REGARDING LOBBYING .....53

CONFLICT OF INTEREST QUESTIONAIRE .....54

LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....55

GOOD FAITH EFFORT DETERMINATION CHECKLIST .....56

NOTICE OF INTENT .....57

HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....58

RESIDENCE CERTIFICATION/TAX FORM.....62

HOUSE BILL 89 VERIFICATION .....63

SENATE BILL 252 CERTIFICATION .....64

BID AFFIDAVIT .....65

**BID SUBMISSIONS:**

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

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

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

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

## SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

---

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

### 1. BIDDING.

#### 1.1 BIDS.

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

#### 1.2 AUTHORIZED SIGNATURES.

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

#### 1.3 LATE BIDS.

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

#### 1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

#### 1.5 WITHDRAWAL OF BID AFTER OPENING.

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

#### 1.6 BID AMOUNTS.

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

#### 1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

#### 1.8 ALTERNATES.

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

**1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.**

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

**1.15 ADDENDA.**

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

**1.16 GENERAL BID BOND/SURETY REQUIREMENTS.**

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

#### **1.19 RESPONSIBLE STANDING OF BIDDER.**

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

#### **1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

#### **1.21 PUBLIC BID OPENING.**

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

### **2. PERFORMANCE.**

#### **2.1 DESIGN, STRENGTH, AND QUALITY.**

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

#### **2.2 AGE AND MANUFACTURE.**

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

#### **2.3 DELIVERY LOCATION.**

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

#### **2.4 DELIVERY SCHEDULE.**

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

#### **2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

**2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.**

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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



accordingly.

### **2.15 MATERIAL SAFETY DATA SHEETS.**

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

### **2.16 EVALUATION.**

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

## **3. PURCHASE ORDERS AND PAYMENT.**

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

#### **4.3 PRICE RE-DETERMINATION.**

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

#### **4.4 TERMINATION.**

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

#### **4.5 CONFLICT OF INTEREST.**

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

#### **4.6 INTEREST BY PUBLIC OFFICIALS.**

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

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer.

**Vendors shall not contact any Jefferson County personnel during the IFB process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the

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

**4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.**

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

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

**4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.**

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

**6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.**

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

Acceptance of Offer, then Contractor shall provide proof of such disruption and a copy of the invoice from Contractor's supplier(s).

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

#### **7. AWARD.**

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

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

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

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

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

#### **8. CONTRACT.**

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

#### **9. WAIVER OF SUBROGATION.**

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

#### **10. FISCAL FUNDING.**

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

#### **11. BID RESULTS.**

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

Department.

**12. CHANGES AND ADDENDA TO BID DOCUMENTS.**

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

**18. NOTICE TO PROCEED/PURCHASE ORDER.**

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

**19. CERTIFICATION.**

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

- The submission of the offer did not involve collusion or other anti-competitive practices.
- The Bidder has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to any public servant in connection with the submitted offer.

- The Bidder hereby certifies that the individual signing the bid is an authorized agent for the Bidder and has the authority to bind the Bidder to the contract.

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>&gt;\$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>&gt;\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <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" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

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

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



	<p>Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Contractors and Subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Contractors and Subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$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</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"</u>). 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, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> 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	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <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).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <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>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <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>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <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>	2 CFR 200.334

	<p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	
<p>None</p>	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	<p>Texas Government Code 2252.152</p>
<p>&gt;\$100,000</p>	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p>	<p>Texas Government Code 2271.002</p>

	(1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.



## 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 Rasberry Family F.H 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.

Cartez L. Rasberry

Signature of Contractor's Authorized Official

Cartez L. Rasberry (owner)

Name and Title of Contractor's Authorized Official

10/10/23

Date

**REQUIRED FORM**

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

### SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, October 18, 2023.**

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.

Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

### COUNTY HOLIDAYS (2023):

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

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

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

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

### 2. PRE-BID MEETING AND WALK-THROUGH.

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

### 3. QUESTIONS/DEADLINE FOR QUESTIONS.

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 6, 2023.

### 4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at: [https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

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

#### FORM 1295 Implementation Background:

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

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

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

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

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

#### FORM 1295 EXEMPTIONS:

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. <b>JEFFERSON COUNTY, TEXAS</b>			
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. <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE</b>			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X
5 Check only if there is NO Interested Party.		<b>CHECK BELOW IF APPLICABLE</b> <input type="checkbox"/>	
6 UNSWORN DECLARATION <b>VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b>			
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_____. <span style="float: right;">(month) (year)</span>			
_____ Signature of authorized agent of contracting business entity (Declarant)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://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.**

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

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**6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

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



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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-055/MR.

### **SCOPE OF PROJECT:**

Vendor shall provide Morgue Transport Services for Jefferson County on an as-needed basis twenty-four (24) hours a day, 365 days a year in accordance with the requirements stated herein.

### **Renewal Option**

Jefferson County may consider renewal options for an additional period of four (4) years, one (1) year at a time, based on the same terms, conditions and pricing as the original contract. Renewals are subject to approval by Commissioners' Court each period. Once renewal option is exhausted, the contract must be re-bid.

Jefferson County reserves the option to re-bid at any time as in its best interest and is not automatically bound to renewal of contract.

### **Insurance**

All bidders must submit **with this bid** a certificate of insurance, signed by their insurance agent, showing that coverage as stipulated in the Special Requirements/Instructions section found on Pages 32-34 of this bid proposal (Item 10: Insurance and Item 11: Worker's Compensation). Coverage must be sustained for the duration of this agreement including renewal years. The successful bidder will be required to submit proof of continuing coverage by sending renewal certificates to the Jefferson County Purchasing Department, 1149 Pearl Street, Beaumont, Texas, 77701, Attention: Deborah L. Clark, Purchasing Agent.

### **Special Requirements**

Contractor shall pick up decedent human remains from any location in Jefferson County and deliver same, F.O.B. inside, to the Forensic Medical Management Services, PLC Center (hereinafter called "the Center"), 4381 W. Cardinal Dr., Beaumont, Texas, 77705 in accordance with the manner described in this package.

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor **shall not apply any special fees or charges** for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency **only**, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>. All transports in times of Disaster and/or Emergency will be Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Section 200.318-326.

### **General Description**

A Jefferson County Justice of the Peace will contact the contractor with a location, information, and instructions to pick up human remains and transport those remains to the Center. Corpses may have expired by natural or unnatural causes. Every effort must be made to provide services in an environmentally safe manner with respect

and dignity for the deceased and to satisfy such standards, legal requirements, regulations or other provisions stipulated by the Justice of the Peace and/or other legitimate governmental jurisdictions while performing under this contract. This service must be available twenty-four (24) hours a day, 365 days a year.

### **Evaluation**

This agreement will be awarded on the basis of the lowest and best bid. Lowest bids shall be construed as that which meets the needs of the end user, has demonstrated compliance with the requirements and specifications and is best able to perform the tasks in accordance with the standards contained herein.

### **Confidentiality**

All cases are confidential in nature and the contractor must abide by strict rules with regard to protection of that confidentiality. Such rules include, but are not necessarily limited to, the following. Contractor, contractor's employees, stockholders, officers, partners or any member of the immediate families, **may not**:

- Provide any comment, speculation, opinion or information, directly or indirectly, solicited or unsolicited, with any person at, or away from, the scene where remains are picked up;
- Use any part of the information concerning or surrounding a death scene, or the decedents, to further business prospects of, or benefit of, any business entity or institution or collude in any way with any other business, media representative or attorney;
- Use cameras or any other type of recording device to capture imaging of the deceased or evidentiary material at a death scene or anywhere else;
- Permit any passengers or observers other than contract service personnel in contract vehicles at any time;
- Intentionally or unintentionally disrupt, tamper with, obscure, or defile evidentiary material at any time; preservation of evidence shall be prioritized;
- Make any statement, written or spoken, on behalf of the Jefferson County Justice of the Peace or the Center, nor offer opinions or discuss observations with family members, news media or general public, nor discuss the cause or manner of death at any time;
- Convey, in any manner or means, information concerning cases which may lead to knowledge of the name or address of the decedent, next of kin or relative, including, but not necessarily limited to, other transport companies, funeral homes, media representatives, attorneys or their agents, other employees or other agents of the contractor; or
- "Steer or lead" any next of kin or designee authorized to handle burial arrangements to any funeral homes or body transfer services, attorneys, florists or their agents.

For any unauthorized release of information, in violation of the above, the Contractor, and/or Contractor's employees shall be subject to immediate dismissal and termination of this contract at the option of Jefferson County Commissioners' Court. Jefferson County also reserves the right to require dismissal of an employee from service to the County in the event said person is shown to have a criminal and/or unacceptable (to the Jefferson County Commissioners' Court) driving record or has dealt in irregularities concerning any licensing, regulatory agency, history of operation and/or management of a prior business such that the activity was contrary to the public interest.

### **Contractor Requirements**

All bidder shall meet all the following requirements by the date this bid is submitted, which will be subject to verification by the County immediately and/or at will.

## Company Requirements

Contractor must:

- Be a bonded, insured, commercial enterprise with a fixed-site;
- Have and maintain, adequately trained personnel needed to perform under this contract;
- Have and maintain two (2) service vehicles available for service at all times;
- Provide personnel who are courteous, neat in appearance and professional in demeanor at all times and all locations when services are being performed by them;
- Hold Jefferson County and/or their representatives harmless, by statement, implication or assumption, with respect to any accident, damages or loss of equipment and/or regarding injuries or death of any personnel of the Contractor;
- Adhere to OSHA regulations regarding potential exposure to blood and body fluids; and
- Maintain telephone service, manned and operated by the Contractor to answer calls twenty-four (24) hours a day, 365 days a year.

## Personnel Requirements

Contractor shall appoint, employ, or act as, a full-time general manager, who will be responsible for the competent performance and fulfillment of Contractor's obligation under this contract. The person who has the primary responsibility for this performance must be available to the Jefferson County Justices of the Peace to render services twenty-four (24) hours a day, and during times of disaster and/or emergency. This name must appear as the primary contact person in the returned bid. Other personnel requirements are as follows:

At least two persons must participate in response calls by the Jefferson County Justice of the Peace with knowledge of Jefferson County's geographic layout. Each must be able to understand and communicate in written and spoken English. Drivers making transports for Jefferson County under this contract must be licensed Class C motor vehicle operators in the State of Texas and be covered under a policy of liability insurance as required by the State.

- All Contractor personnel are expected to conduct themselves in a professional manner whether with law enforcement or emergency personnel or the general public, regardless of where their activity is taking place.
- All Contractor personnel are expected to be neat and clean and to wear neat, clean, professional business attire, while on duty for Jefferson County. No types of advertising or other commercial identifications may be worn by contractor personnel.
- Personnel of the successful bidder may not speak for Jefferson County, nor may they offer opinions, or discuss observations with members of the deceased's family, the news media, or general public.
- All personnel are strictly prohibited from carrying any type of firearms or weapons, either on their person or in any of the transport vehicles.
- Personnel of the successful bidder shall, while on assignment for Jefferson County, act solely under the direction of the Jefferson County Justices of the Peace.
- No unauthorized passengers shall ride in vehicles on assignment for Jefferson County.

## Vehicle Requirements

Contractor must have available at least two (2) vehicles, appropriately licensed, inspected, emissions tested (if applicable), cleaned, properly equipped, maintained and supplied at all times. Vehicle must be arranged

internally to accommodate the transport of decedents. Vehicle shall be capable of securing stretchers to the body of the vehicle.

The use of any audible or visual emergency equipment on any vehicle, stationary or mobile, is prohibited. No types of advertising or other commercial identifications, either interior or exterior, may be affixed to the vehicle and no other types of advertising, such as pamphlets, business cards, letters, papers of any kind may be carried in or on the vehicle or distributed at time of body removal.

It may be necessary from time to time for items of evidence to be transported with the body. It is required that the items be handled so as not to contaminate them and that, once released to the Contractor by the Justice of the Peace, they be loaded as instructed by the Justice of the Peace.

After any body pick-up, successful bidder must proceed immediately to the directed destination, unless specifically authorized by a Jefferson County Justice of the Peace to make an additional pick-up.

Each vehicle must be supplied with the following County issued items in sufficient quantities to make multiple calls:

- At least two body bags, heavy weight, black, envelope opening type;
- At least two body bags, new, unused, light weight, white, envelope opening type;
- At least one box of disposable gloves;
- A minimum of two, clean, sheets, white, cloth;
- A minimum of two sets of disposable, protective clothing for attendants; and
- Morgue Doctor approved body identification tags, waterproof, showing decedent name (if available), race, sex, age, date, time, pickup address.

Jefferson County reserves the right to inspect the proposed vehicle and equipment to be used in any transport for Jefferson County. Determination for acceptance shall be based on their suitability for this application. The vehicle and equipment must be approved by the Center Director before bid will be awarded.

Jefferson County will expect to have control over the transport vehicle and its attendant from the time of notification of assignment until attendant and vehicle are released by the Justice of the Peace and/or Center Director.

Wastes generated by the contracting service will not be left at the death scene, but collected by the service and removed to an appropriate disposal site. Contractor may discuss disposal of some waste at the Center. Waste items must not be transported so as to be in contact with the corpse.

## **Records**

This section concerns the types and kinds of records involved in this activity, including decedent records (body, property, medical, identification), logs (dispatch, transport, vehicle) and financial accounting. Any forms or reports required by the Center will be completed by the successful bidder's personnel as directed by the Center Director.

### **Decedent Records**

Decedent records concern pertinent information about the deceased. Following is a description of the types and use of those items.

- Identification Tags, with specific, hand-printed data about the deceased, are signed by the Contractor's employee and are attached to the decedent's toe or index finger.

## Transport Records

Transport Records must be kept by the Contractor and contain, at minimum, the information indicated below as well as any additional data which may be required by Federal, State or Local authorities.

- A Vehicle Service Log must be maintained with the following information:
  - Time notified (date and time service call was received);
  - Name of official authorizing pickup;
  - Destination;
  - Names of driver and/or attendant;
  - Time of arrival at death scene;
  - Name of decedent;
  - Nature of death;
  - Medical legal case number assigned;
  - Time departed from death scene;
  - Time transport was made and completed to the Center;
  - Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
  - Odometer reading from death scene to the Center.
  
- A Vehicle Dispatch Log must be maintained with the following information:
  - Log number;
  - Date and time call received from the Justice of the Peace;
  - Name of official authorizing pickup;
  - Death scene address;
  - Time vehicle is dispatched;
  - Time of arrival at death scene;
  - Time of departure from death scene
  - Time transport was made and completed to the Center;
  - Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature.
  - Medical legal case number assigned.

Legible copies of both the Vehicle Service Log and Vehicle Dispatch Log, signed by appropriate personnel, shall be matched by the same time period covered in each log and submitted with the invoice each month. **The County will not pay from a monthly statement alone.**

In addition, copies of these logs shall be furnished to the Center representative no later than the fourth day of the month immediately following log activities.

Both the logs **must** show each and every call number and medical legal case number along with all the other requested information. Failure to supply all information requested will be cause to withhold and/or deduct payments for lack of verification of service.

## Invoice

Morgue Transport billings shall be submitted for services to the Jefferson County Auditor's Office on a monthly basis.

It is important and necessary that invoices contain the following information:

- Medical legal case number;

- Name of Justice of the Peace ordering the call;
- Date of transport;
- Name of decedent;
- Location of death scene;
- Explanation if round trip took in excess of 60 minutes from time of dispatch; and
- Copies of signed Vehicle Service Logs and Vehicle Dispatch Logs.

### **Accounts**

Contractor is expected to have and maintain all normal books of accounts and records normally associated with business operations. These records and accounts, along with all other items already mentioned, shall be available for examination, audit, review and copy, without limitation as to number of frequency, by the County Auditor's Office or the Center, for at least five (5) years following the last year of this agreement including each renewal year.

The audit, review, etc., of all Contractor's Records/Accounts extends to the records of affiliated companies, partners, individuals, etc., whose business transactions affect the financial status of the Contractor. In the event the County Auditor's Office or the Center needs reasonable embellishments to Contractor's records and/or accounts for the purpose of facilitating this agreement, the Contractor shall implement those embellishments within a thirty (30) day period or provide legitimate reasons as to why those changes may not be made. If the outcome cannot be mutually agreed to, the County may consider such options as may be necessary to obtain services elsewhere including termination of this agreement.

There should be justification for audits outside the routine or scheduled ones. Should any questions develop regarding abusive procedures or conflicts, an independent auditor shall assess the situation and forward the report or outcome to all parties involved. This cost will be incurred by the County.

### **Response Time**

Contractor response time, from the moment of dispatch to arrival at the death scene, will be the **major** component, though not the only one, in determination, by the Justice of the Peace, of adequate performance by the Contractor. That will determine whether or not the agreement is kept or canceled or renewed for additional terms. It is, therefore, imperative that the Contractor be thoroughly cognizant of requirements surrounding response time and that response time is strictly adhered to as described in this specification.

Contractor must arrive at the designated location within sixty (60) minutes of the time the Justice of the Peace orders the service, via any relevant communication device, at any time, twenty-four (24) hours a day. Contractor shall dispatch a service vehicle immediately and said vehicle must be en route within fifteen (15) minutes of notification from the Justice of the Peace. Under regular traffic and weather conditions, it is expected that the Contractor will **arrive** at the death scene in forty-five (45) minutes or less, not to exceed sixty (60) minutes total from point to point.

It is the Contractor's responsibility to notify a Justice of the Peace, other medical personnel at a death scene, and/or the lead law enforcement officer upon arrival; the individual notified will record the Contractor's time of arrival. If a dispute develops regarding the calculation of the response time, time recorded by the aforementioned person(s) will be the determining factor.

### **Procedural Synopsis**

For purposes of establishing both an outline and a guide for prospective service providers, the following process is to be used by the Contractor. It must be understood at the outset, that the County Commissioners' Court will

recognize, i.e., pay for, **ONLY those services provided at the request of the Justice of the Peace.** If the Contractor answers a dispatch call from **any** law enforcement agency, emergency medical and/or hospital, the County will not accept charges for the transport, even if the body is ultimately delivered by the Contractor to the Center **unless so ordered by the Justice of the Peace.**

- The Justice of the Peace will contact the Contractor, by any appropriate means, to request service, and will note to whom the request was given, along with the date and time. If there are any special requirements, handling instructions and/or directions associated with the request, that information shall be supplied with the call. An estimated time of arrival at the death scene by the Contractor may be requested.
- The Contractor shall dispatch an appropriately fitted and manned vehicle to the address supplied along with any special instructions, as applicable.
- Upon arrival, the Contractor will locate appropriate Justice of the Peace and/or law enforcement personnel to obtain signature. Contractor may **not** enter on/into a death scene until clearance is received from the Justice of the Peace and/or law enforcement personnel.
- Contractor personnel must wear disposable gloves, and may also be required to wear protective outer garments.
- Extreme caution must be exercised by Contractor to avoid disturbing any evidence on the scene. At the scene, each body will be appropriately tagged with the following printed information: decedent name (if known), race, sex, age, address of pickup location, date and time picked up, and Contractor's signature. A medical legal case number will be assigned upon arrival at the Center.
- It is preferred that Contractor remains on site only as long as may be necessary to handle their business.
- Once a body, etc., has been tagged, documented and released, Contractor shall load the decedent and proceed to the Center unless legitimately advised to proceed to some other location.
- Any damage or injury to the body and/or evidence and/or the personal effects items, resulting from some aspect of the transportation process, must be reported to the Center as soon as possible.
- A Center representative shall approve, and be present for, undressing of the body and subsequent search for personal effects.

### **Multiple Transports**

Rules surrounding the concept of multiple transports will be strictly followed. Contractor should assume that no more than one body may be transported in the same vehicle at the same time. This is intended to cover both the pickup of multiple bodies at a single location **or** the sequential pickup of single bodies from more than one location. In addition, Contractor may **not** transport any Justice of the Peace case within the same vehicle as a non-Justice of the Peace case at the same time.

If a Justice of the Peace is satisfied that extenuating circumstances require the transport of multiple bodies in a single vehicle on a single trip, they must specifically approve that action for the Contractor and the Contractor must note this approval, by name, in both the Transport and Vehicle Logs.



## Payment

**Contractor will be paid on a single rate/per body basis only, including the unlikely event of multiple corpse transport in a single trip. Based on the single rate, the following rules shall apply:**

**Contractor will be paid at the base rate for:**

- All transports from the Center;
- Any call where a transport trip is in process, but aborted by the Center.

In times of Disaster and/or Emergency, the Contractor may be called upon to pick up decedent(s) from locations outside Jefferson County. Contractor shall not apply any special fees or charges for pickups from other locations during times of Disaster and/or Emergency.

In times of Disaster and/or Emergency only, the Contractor shall be reimbursed for mileage to and from location of decedent pickup. Mileage reimbursement rate will be based on current IRS mileage rates. Current mileage rates may be obtained from the IRS website: <http://www.irs.gov/>

## Penalty

A penalty will be assessed by the Justice of the Peace for any transport determined to be beyond the accepted response time of sixty (60) minutes with no re-notification of delay to the Justice of the Peace with an estimated time of arrival. The application of the penalty shall result in deduction of the base rate cost.

## Transport Charge

The County will allow for transport service to stay on site, under order of the Justice of the Peace, for one and a half (1½) hours. If the transport service is required by the Justice of the Peace to stay at the scene for longer than one and a half (1½) hours, transport charges will be pro rated.

## Violations

Contractor will be notified of any violation in writing by the County. The Contractor will have ten (10) days to respond to violation. If the violation cannot be resolved, the County has the right to terminate the contract.

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

**SENATE BILL 252 CERTIFICATION**

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

<b>THIS FORM IS FOR OFFICE USE ONLY</b>
---

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

**BID FORM**

	Rate Per Trip to Transport Decedents
Initial Contract Year (November 2023 - November 2024)	\$ 450. <sup>00</sup>
Renewal Year 1 (November 2024 - November 2025)	\$ 450. <sup>00</sup>
Renewal Year 2 (November 2025 – November 2026)	\$ 475. <sup>00</sup>
Renewal Year 3 (November 2026 – November 2027)	\$ 475. <sup>00</sup>
Renewal Year 4 (November 2027 – November 2028)	\$ 475. <sup>00</sup>

Name and address of support firms: CLR Mortuary Transportation  
971 Firthwood Ln  
Conroe, tx 77301

Name of primary contact person: Carter Rasberry

	Yes	No
Certificate of insurance attached?	✓	
Questionnaire attached?	✓	

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

### VENDOR REFERENCES FORM

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

**REQUIRED FORM**

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

**REFERENCE ONE**

Government/Company Name: Psalm's Funeral Home

Address: 501 South LaSalle st, Navasota, TX 77868

Contact Person and Title: Alice (owner)

Phone: 936-825-0211 Fax: \_\_\_\_\_

Email Address: www.psalm'sfuneralhome.com Contract Period: \_\_\_\_\_

Scope of Work: Removals, Embalming, Holding

**REFERENCE TWO**

Government/Company Name: Claire Brothers Funeral Home

Address: 7901 Hillcroft st, Houston, TX 77081

Contact Person and Title: Ross (owner)

Phone: (713) 271-7250 Fax: \_\_\_\_\_

Email Address: www.clairebrothersfuneral.com Contract Period: \_\_\_\_\_

Scope of Work: Removals only

**REFERENCE THREE**

Government/Company Name: Riley Smith & Sons Funeral Home

Address: 1810 W 4th st, Dequincy, La 70633

Contact Person and Title: Riley Smith (owner)

Phone: (337) 786-2999 Fax: \_\_\_\_\_

Email Address: www.rileyfuneralhome.com Contract Period: \_\_\_\_\_

Scope of Work: removals, holding

## RESIDENCE CERTIFICATION/TAX FORM

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

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

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

Taxpayer Identification Number (T.I.N.):	
Company Name submitting bid/proposal:	<u>Raspberry Family Funeral Home</u>
Mailing address:	<u>9034 Longpoint rd Houston, tx 77055</u>
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
<u>Shara Raspberry (wife)</u>	

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

Jefferson County Tax Acct. No.*	Property address or location**
<u>N/A</u>	<u>N/A</u>

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

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

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

**SIGNATURE PAGE**

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

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

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

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

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

Rasberry Family F-H  
Bidder (Entity Name)

Carter L. Rasberry  
Signature

9034 Longpoint rd  
Street & Mailing Address

Carter L. Rasberry  
Print Name

Houston, tx 77055  
City, State & Zip

10/10/23  
Date Signed

832-955-5519/936-777-9450  
Telephone Number

\_\_\_\_\_  
Fax Number

rasberryfamilycremation@gmail.com  
E-mail Address

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



## CERTIFICATION REGARDING LOBBYING

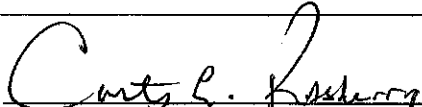
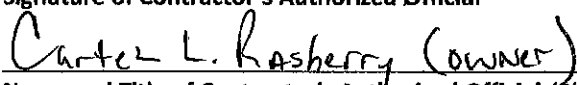
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

 _____ Signature of Contractor's Authorized Official	
 _____ Name and Title of Contractor's Authorized Official (Please Print)	
10/10/23 _____ Date	

#### REQUIRED FORM

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

### CONFLICT OF INTEREST QUESTIONNAIRE

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> <span style="float: right;"><b>FORM CIQ</b></span>			
For vendor doing business with local governmental entity			
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="padding: 2px;">Date Received</td> </tr> </table>	OFFICE USE ONLY	Date Received
OFFICE USE ONLY			
Date Received			
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>			
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(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><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, &amp; 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 checked="" 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 checked="" 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 checked="" 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><b>4</b></p> <p style="text-align: center; font-size: 1.5em;">N/A</p> <p style="text-align: center; font-size: 1.2em;">10/10/23</p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity      Date</p>			

Adopted 8/7/2015

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

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		<b>OFFICE USE ONLY</b>
1	<b>Name of Local Government Officer</b>  <div style="text-align: center; font-size: 1.5em;">N/A</div>	Date Received    
2	<b>Office Held</b>  <div style="text-align: center; font-size: 1.5em;">N/A</div>	
3	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>  <div style="text-align: center; font-size: 1.5em;">N/A</div>	
4	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>  <div style="text-align: center; font-size: 1.5em;">N/A</div>	
5	<b>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).</b>	
	Date Gift Accepted _____ Description of Gift <div style="text-align: center; font-size: 1.5em;">N/A</div>	
	Date Gift Accepted _____ Description of Gift _____	
	Date Gift Accepted _____ Description of Gift _____	
	(attach additional forms as necessary)	
6	<b>AFFIDAVIT</b>  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 178.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 178.003(a)(2)(B), Local Government Code.	
	<div style="text-align: center; font-size: 1.5em;">N/A</div> _____ Signature of Local Government Officer	
	AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.	
	Signature of officer administering oath	Printed name of officer administering oath      Title of officer administering oath

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

#### Did the Prime Contractor/Consultant . . .?

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

If "No" was selected, please explain and include any pertinent documentation with your bid.

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

Cartel L. Raspberry  
Printed Name of Authorized Representative

Cartel L. Raspberry  
Signature

owner

Title

10/10/23

Date

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

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

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

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name:

N/A

HUB:  Yes  No

Address:

Street

City

State

Zip

Phone (with area code):

Fax (with area code):

Project Title & No.:

Prime Contract Amount:

\$

HUB Subcontractor Name:

N/A

HUB Status (Gender & Ethnicity):

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

Address:

Street

City

State

Zip

Phone (with area code):

Fax (with area code):

Proposed Subcontract Amount:

\$

Percentage of Prime Contract:

%

Description of Subcontract Work to be Performed:

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

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

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

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

PAGE 1 OF 4

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

Yes  No

Prime Contractor: \_\_\_\_\_ HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

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

Construction HUB Goals: 12.8% MBE: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

PAGE 2 OF 4

#### HUB Subcontractor Disclosure

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: None

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

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

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

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

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

PAGE 3 OF 4

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

**Instructions to Bidder: 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: None Needed

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

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

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

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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



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

PAGE 4 OF 4

Subcontractor Name: \_\_\_\_\_ N/A \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

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

Description of Subcontract Work to be Performed: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

Name (print or type): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

E-mail address: \_\_\_\_\_

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

### 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 **18<sup>th</sup>** day of **November, 2023**, and shall terminate on the **17<sup>th</sup>** 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:

[Handwritten Signature]      10-31-2023  
Client Signature                      Date

Jeff Branick  
Client Printed Name

1149 Pearl St.  
Client Address

Beaumont TX 77701  
City                      State                      Zip Code

[Handwritten Signature]      10-9-23  
Signature                      Date

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

**ATTEST:**

[Handwritten Signature]  
**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](mailto: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](mailto: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.

## **Table of Contents**

### **Bid Proposal for RFP 23-052/MR**

- I. Offeror Identifying Information
- II. Intention Statement
- III. Position Statement
- IV. Resume' of Management Team
- 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](http://www.setxbuild.com)**

**Email:**

**[setxbldgsvc@gmail.com](mailto: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](mailto: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  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Request for Proposal**

August 1, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-052/MR), Janitorial Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <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 (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

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

Jefferson County Courthouse, Sheriff's Department, Annex I, II and IV	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, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

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

## TABLE OF CONTENTS

<b>TABLE OF CONTENTS .....</b>	<b>1</b>
<b>PROPOSAL SUBMITTAL CHECKLIST.....</b>	<b>3</b>
<b>SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....</b>	<b>4</b>
1.1 Vendor Instructions .....	4
1.2 Governing Law .....	4
1.3 Ambiguity, Conflict, or Other Errors in RFP .....	4
1.4 Notification of Most Current Address.....	4
1.5 Proposal Preparation Cost.....	4
1.6 Signature of Proposal .....	4
1.7 Economy of Presentation .....	5
1.8 Proposal Obligation .....	5
1.9 Incorporation by Reference and Precedence .....	5
1.10 Governing Forms .....	5
1.11 Implied Requirements.....	5
1.12 Compliance with RFP Specifications .....	5
1.13 Vendor Registration: SAM (System for Award Management).....	5
<b>SAM.GOV (INSERTION PAGE).....</b>	<b>6</b>
1.14 FORM 1295 (Texas Ethics Commission) Requirement .....	7
<b>SAMPLE OF COMPLETED FORM 1295.....</b>	<b>8</b>
<b>FORM 1295 (INSERTION PAGE) .....</b>	<b>9</b>
1.15 Emergency/Declared Disaster Requirements .....	10
1.16 Evaluation .....	10
1.17 Withdrawal of Proposal .....	10
1.18 Minority-Women Business Enterprise Participation.....	10
1.19 Award.....	10
1.20 Ownership of Proposal.....	10
1.21 Disqualification of Proposal .....	10
1.22 Contractual Development.....	10
1.23 Assignment .....	11
1.24 Contract Obligation .....	11
1.25 Termination .....	11
1.26 Inspections.....	11
1.27 Testing.....	11
1.28 Loss, Damage, or Claim .....	11
1.29 Taxes .....	11
1.30 Non-Discrimination .....	11
1.31 Conflict of Interest.....	11
1.32 Confidentiality/Proprietary Information .....	12
1.33 Waiver of Subrogation .....	12
1.34 Acknowledgment of Insurance Requirements .....	12
1.35 Insurance Requirements .....	12
1.36 Workers Compensation Insurance .....	13
<b>CERTIFICATE OF INSURANCE (INSERTION PAGE).....</b>	<b>15</b>
<b>SECTION 2. FEMA MANDATED CONTRACT PROVISIONS.....</b>	<b>16</b>
BYRD ANTI-LOBBYING CERTIFICATION FORM.....	25
DEBARMENT/SUSPENSION CERTIFICATION .....	26
CIVIL RIGHTS COMPLIANCE PROVISIONS .....	27

## TABLE OF CONTENTS (CONTINUED)

<b>SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS .....</b>	<b>29</b>
3.1 Submission of Proposal .....	29
3.2 Pre-Proposal Conference .....	30
3.3 Questions and Deadline for Question(s) Submission .....	30
3.4 Tentative Schedule of Events .....	31
<b>SECTION 4. PROPOSAL FORMAT REQUIREMENTS .....</b>	<b>32</b>
4.1 Introduction to Proposal Format Requirements .....	32
4.2 Organization of Proposal Contents .....	32
4.3 Transmittal Letter .....	32
4.4 Table of Contents .....	32
4.5 Executive Summary .....	33
4.6 Proposer Identifying Information .....	33
4.7 Proposer Personnel and Organization .....	33
<b>SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES .....</b>	<b>35</b>
<b>SECTION 6. PROPOSAL REQUIREMENTS .....</b>	<b>57</b>
6.1 Objective .....	57
6.2 Proposer Experience .....	57
6.3 Type of Services Provided .....	57
6.4 Laws and Regulations .....	57
<b>SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS .....</b>	<b>58</b>
7.1 Introduction .....	58
7.2 Cost Proposal .....	58
7.3 Evaluation Committee .....	58
7.4 Evaluation Process .....	58
7.5 Proposal Evaluation Criteria .....	59
<b>ADDENDA (INSERTION PAGE) .....</b>	<b>60</b>
COST PROPOSAL FORM .....	61
NON-DISCLOSURE AGREEMENT .....	65
RESPONDENT INFORMATION FORM .....	66
VENDOR REFERENCES FORM .....	67
SIGNATURE PAGE .....	68
CERTIFICATION REGARDING LOBBYING .....	69
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS) .....	70
DISCLOSURE OF LOBBYING ACTIVITIES FORM .....	71
CONFLICT OF INTEREST QUESTIONNAIRE .....	72
GOOD FAITH EFFORT (GFE) .....	75
NOTICE OF INTENT (NOI) .....	76
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) .....	77
RESIDENCE CERTIFICATION/TAX FORM .....	81
HOUSE BILL 89 VERIFICATION .....	82
SENATE BILL 252 CERTIFICATION .....	83
RFP AFFIDAVIT .....	84



**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.

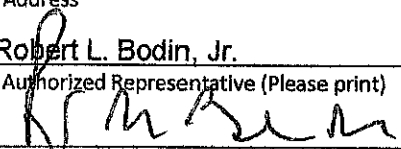
**THE ITEMS ON THE CHECKLIST BELOW MUST BE INCLUDED IN YOUR PROPOSAL SUBMISSION.**

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

**Entity Information**

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

**Registration Dates**

Activation Date <b>Sep 6, 2023</b>	Submission Date <b>Aug 25, 2023</b>	Initial Registration Date <b>Aug 6, 2002</b>
---------------------------------------	--	---

**Entity Dates**

Entity Start Date <b>Oct 15, 1964</b>	Fiscal Year End Close Date <b>Jun 30</b>
--	---

**Immediate Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

**Highest Level Owner**

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
------------------------	---------------------------------------

**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 <b>Corporate Entity (Not Tax Exempt)</b>	Entity Type <b>Business or Organization</b>	Organization Factors <b>(blank)</b>
Profit Structure <b>For Profit Organization</b>		

**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 <b>No</b>	Debt Subject To Offset <b>No</b>
---	-------------------------------------

EFT Indicator <b>0000</b>	CAGE Code <b>3AVY9</b>
------------------------------	---------------------------

**Electronic Funds Transfer**

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

**Automated Clearing House**

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

**Remittance Address**

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

EIN <b>****4675</b>	Type of Tax <b>Applicable Federal Tax</b>	Taxpayer Name <b>SOUTHEAST TEXAS BUILDING SERVICES INC</b>
Tax Year (Most Recent Tax Year) <b>2022</b>	Name/Title of Individual Executing Consent <b>Vice President</b>	TIN Consent Date <b>Aug 25, 2023</b>
Address <b>3304 Spurlock RD</b> <b>Nederland, Texas 77627</b>	Signature <b>ROBERT BODIN</b>	

**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)

This entity did not enter the EDI information

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States  
Texas

Counties  
TX: Jefferson

Metropolitan Statistical Areas  
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](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.		<b>OFFICE USE ONLY</b>					
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE JEFFERSON COUNTY, TEXAS							
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS							
<b>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.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE							
<b>4</b>	<b>Name of Interested Party</b>	<b>City, State, Country (place of business)</b>	<b>Nature of Interest (check applicable)</b>				
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center;">Controlling</td> <td style="width: 50%; text-align: center;">Intermediary</td> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> </table>	Controlling	Intermediary	X	
Controlling	Intermediary						
X							
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%; text-align: center;">Intermediary</td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>		Intermediary		X
	Intermediary						
	X						
<b>5</b> Check only if there is no interested party. <span style="float: right;">CHECK BELOW IF APPLICABLE <input type="checkbox"/></span>							
<b>6 UNSWORN DECLARATION</b> 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____. <span style="float: right;">(month) (year)</span> _____ Signature of authorized agent of contracting business entity (Declarant)							
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>							

Form provided by Texas Ethics Commission [www.ethics.state.tx.us](http://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

**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

**Certificate Number:**  
2023-1056861

**Date Filed:**  
08/08/2023

**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

**Date Acknowledged:**

**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.**

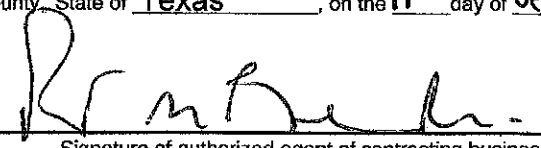
**6 UNSWORN DECLARATION**

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 11<sup>th</sup> 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.



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.

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.

PRODUCER: INSURICA TX Insurance Services, Inc.
CONTACT NAME: Yolanda Joseph, ACSR
PHONE: (281) 421-3768
FAX: (866) 652-9381
E-MAIL ADDRESS: Yolanda.Joseph@INSURICA.com
INSURER(S) AFFORDING COVERAGE: Columbia Mutual Insurance Company, Texas Mutual Insurance Company

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

**ADDITIONAL REMARKS SCHEDULE**

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

**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>&gt;\$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>&gt;\$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>&gt;\$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>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(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).</li> </ul> <ul style="list-style-type: none"> <li>(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).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary</li> </ul>	<p>2 CFR 200.216</p>

	<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.

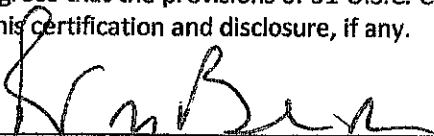
## BYRD ANTI-LOBBYING CERTIFICATION

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

**REQUIRED FORM**

**Proposer:**

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

## DEBARMENT/SUSPENSION CERTIFICATION

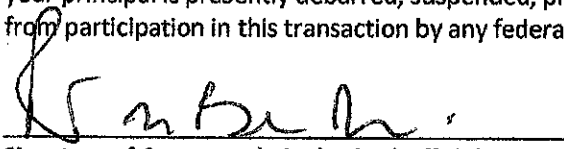
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Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the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

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

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

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

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

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

- 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)**

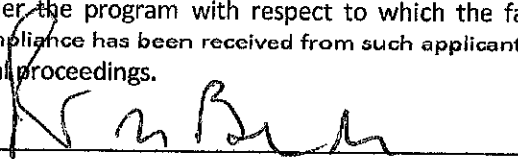
- 8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive 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

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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, 1<sup>st</sup> 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](mailto: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](mailto: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](mailto: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](mailto: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**

<b>August 1, 2023</b>	<b>Issuance of Request for Proposal</b>
<b>August 10-11, 2023</b>	<b>Pre-Proposal Conference</b>
<b>September 13, 2023</b>	<b>Deadline Submission (late proposals will not be considered)</b>
<b>September 15, 2023</b>	<b>Proposals distributed to Evaluation Committee</b>
<b>September 26, 2023</b>	<b>Evaluation Committee Convenes to Tabulate Scoring and Determines Short List</b>
<b>September 29, 2023</b>	<b>If Applicable: Conduct Interview/Best and Final Offer/Short List</b>
<b>October 10, 2023</b>	<b>Recommendation for Award</b>

**Please note:**

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

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 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](mailto: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](mailto: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](http://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	<a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>	Mistey Reeves 1149 Pearl Street Beaumont TX 77701
Maintenance Beaumont	<a href="mailto:greg.keller@jeffcotx.us">greg.keller@jeffcotx.us</a>	Greg Keller 1149 Pearl Street Beaumont TX 77701
Maintenance Pt. Arthur and Mid-County	<a href="mailto:kenneth.shepherd@jeffcotx.us">kenneth.shepherd@jeffcotx.us</a>	Kenneth Shepherd 525 Lakeshore Drive Port Arthur TX 77640
Jack Brooks Regional Airport	<a href="mailto:duke.youmans@jeffcotx.us">duke.youmans@jeffcotx.us</a>	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	<a href="mailto:Bobby.kelly@jeffcotx.us">Bobby.kelly@jeffcotx.us</a>	Bobby Kelly 7759 Viterbo Road Beaumont TX 77705
Minnie Rogers Juvenile Justice Center	<a href="mailto:ed.cochrell@jeffcotx.us">ed.cochrell@jeffcotx.us</a>	Chief Ed Cockrell 5326 Highway 69 South Beaumont TX 77705
Precinct 1 Service Center	<a href="mailto:lori.fountain@jeffcotx.us">lori.fountain@jeffcotx.us</a>	Lori Fountain 20205 West Highway 90 China, TX 77613
Precinct 4 Service Center	<a href="mailto:Kevonte.brazier@jeffcotx.us">Kevonte.brazier@jeffcotx.us</a>	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

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### 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

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### 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
3304 Spurlock Rd., Nederland, TX 77657
Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

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

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 <b>One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm</b> 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 <b>One employee must be on site Mon-Fri, 8:00 am–noon</b> 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 <sup>th</sup> Street, Port Arthur Mon-Fri, 4:00 pm–11:00 pm Floors: 1; Elevators: 0 Square feet: 14,300 To be serviced: 5 days/week	\$0.1049	\$69.23	\$ 346.15	x 52	\$18,000
11	Subcourthouse, Annex I, and Annex II (Port Arthur) <b>One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00 am – 5 pm</b> 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 <b>At least one employee must be on site Sun-Fri, 8:00 am–8:00 pm</b> 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 <b>At least one employee must be on site Sat, 8:00 am–3:00 pm</b> 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.**

## 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 <b>One employee (day porter) must be on site</b> 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 <b>At least one employee must be on site Sun-</b> <b>Fri, 8:00am-8:00pm</b> 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 <b>At least one employee must be on site Sat,</b> <b>8:00am-3:00pm</b> 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) <b>One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00am-5:00pm</b> 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
<b>TOTAL</b>						<b>\$571,701.84</b>

Southeast Texas Building Service, Inc.

3304 Spurlock

Nederland TX 77627

attn: Robert Bodin, Jr.

[setxbldgsvc@gmail.com](mailto:setxbldgsvc@gmail.com)

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



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

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

**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.

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Reason for Issuance of this Addendum: Questions

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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. Call  
 Witness  
Miss Callahan  
 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, 77627  
 Address



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

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

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 <b>One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm</b> 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 <b>One employee must be on site Mon-Fri, 8:00 am–noon</b> Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
5	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$	\$	\$	x 52	\$
6	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$	\$	\$	x 52	\$

### COST PROPOSAL (CONTINUED)

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

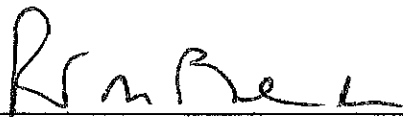
In consideration of Jefferson County retaining the services of a consultant and because of the sensitivity of certain information which may come under the care and control of Consultant, both parties agree that all information regarding the County or any selected County agency subject to this Contract; 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

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

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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

<p><b>REQUIRED FORM</b></p>
-----------------------------

**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

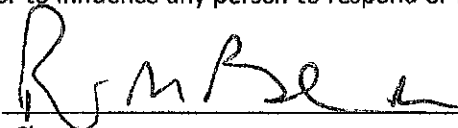
This Proposal/RFP Response shall remain in effect for **90 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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)



Signature

3304 Spurlock Road

Street & Mailing Address

Robert L. Bodin, Jr.

Print Name

Nederland, Texas, 77627

City, State & Zip

9/11/23

Date Signed

(409) 722-4900

Telephone Number

(409) 724-0900

Fax Number

setxbldgsvc@gmail.com

E-mail Address

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

### CERTIFICATION REGARDING LOBBYING

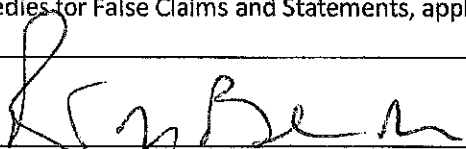
#### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.


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

**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.

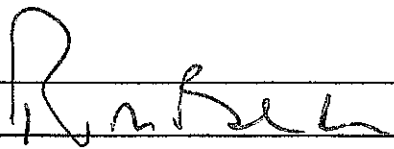
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According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046.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

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

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

<b>Type of Federal Action:</b> <input type="checkbox"/> a. contract <input checked="" type="checkbox"/> n/a b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	<b>Status of Federal Action:</b> <input checked="" type="checkbox"/> n/a a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	<b>Report Type:</b> <input checked="" type="checkbox"/> n/a a. initial filing <input type="checkbox"/> b. material change
<b>Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known:  n/a  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>  n/a  <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>  n/a	<b>7. Federal Program Name/Description:</b> n/a CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>  n/a	<b>9. Award Amount, if known:</b> \$ n/a	
<b>10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):</b>  n/a	<b>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):</b>  n/a	
<b>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.</b>	<b>Signature:</b>  <b>Print Name:</b> Robert L. Bodin, Jr. <b>Title:</b> Vice President <b>Telephone No.:</b> (409) 722-4900 <b>Date:</b> 9/11/23	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)</b>	

**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

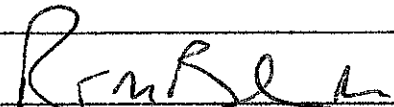
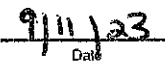
(2) the date the vendor becomes aware:

(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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<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><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">Southeast Texas Building Services, Inc.</p>						
<p><b>2</b> <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><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: large; font-weight: bold;">NONE</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="font-size: x-small;">This section (item 3 including subparts A, B, C, &amp; 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><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.		<b>OFFICE USE ONLY</b>
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.		Date Received
<b>1</b>	<b>Name of Local Government Officer</b>	
<b>2</b>	<b>Office Held</b>	
<b>3</b>	<b>Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</b>	
<b>4</b>	<b>Description of the nature and extent of employment or other business relationship with vendor named in item 3</b>	
<b>5</b>	<b>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).</b>	
	Date Gift Accepted _____ Description of Gift _____	
	Date Gift Accepted _____ Description of Gift _____	
	Date Gift Accepted _____ Description of Gift _____	
	(attach additional forms as necessary)	
<b>6</b>	<b>AFFIDAVIT</b>	
	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.	
	_____ Signature of Local Government Officer	
	AFFIX NOTARY STAMP / SEAL ABOVE	
	Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.	
	Signature of officer administering oath	Printed name of officer administering oath      Title of officer administering oath

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

*Robert L. Bodin, Jr.*  
 \_\_\_\_\_  
 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).

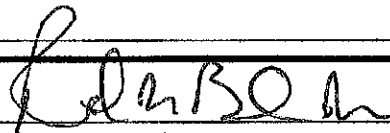
Yes  No

**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: *Robert L. Bodin, Jr.*

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]*

Signature of Company Representative

9/11/23

Date

On this 11<sup>th</sup> 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

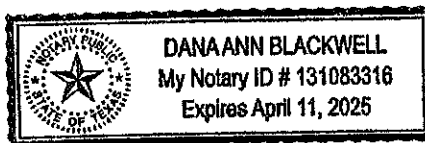
*[Handwritten Signature]*

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:

[Handwritten Signature]

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

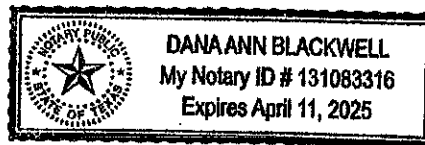
(409) 722-4900

TELEPHONE NUMBER

[Handwritten Signature]  
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  
 1<sup>st</sup> Floor, Beaumont, TX 77701

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

**LEGAL NOTICE**

**Advertisement for Request for Proposal**

August 1, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-052/MR), Janitorial Services for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <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 (5<sup>th</sup> Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals shall be opened in a manner that avoids disclosure of the contents to competing Proposers and maintains the confidentiality of the proposals during negotiations. Proposals will be open for public inspection after the award of the contract, except for trade secrets and confidential information. Proposers are invited to attend the sealed proposal opening.

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

Jefferson County Courthouse, Sheriff's Department, Annex I, II and IV	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, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise:</b>          August 2, 2023 &amp; August 9, 2023</p>
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**TABLE OF CONTENTS**

---

**TABLE OF CONTENTS .....1**

**PROPOSAL SUBMITTAL CHECKLIST.....3**

**SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS .....4**

1.1 Vendor Instructions ..... 4

1.2 Governing Law ..... 4

1.3 Ambiguity, Conflict, or Other Errors in RFP ..... 4

1.4 Notification of Most Current Address..... 4

1.5 Proposal Preparation Cost..... 4

1.6 Signature of Proposal ..... 4

1.7 Economy of Presentation ..... 5

1.8 Proposal Obligation ..... 5

1.9 Incorporation by Reference and Precedence ..... 5

1.10 Governing Forms ..... 5

1.11 Implied Requirements ..... 5

1.12 Compliance with RFP Specifications ..... 5

1.13 Vendor Registration: SAM (System for Award Management)..... 5

**SAM.GOV (INSERTION PAGE) .....6**

1.14 FORM 1295 (Texas Ethics Commission) Requirement ..... 7

**SAMPLE OF COMPLETED FORM 1295.....8**

**FORM 1295 (INSERTION PAGE) .....9**

1.15 Emergency/Declared Disaster Requirements ..... 10

1.16 Evaluation ..... 10

1.17 Withdrawal of Proposal ..... 10

1.18 Minority-Women Business Enterprise Participation..... 10

1.19 Award ..... 10

1.20 Ownership of Proposal ..... 10

1.21 Disqualification of Proposal ..... 10

1.22 Contractual Development..... 10

1.23 Assignment ..... 11

1.24 Contract Obligation ..... 11

1.25 Termination ..... 11

1.26 Inspections..... 11

1.27 Testing..... 11

1.28 Loss, Damage, or Claim ..... 11

1.29 Taxes ..... 11

1.30 Non-Discrimination ..... 11

1.31 Conflict of Interest..... 11

1.32 Confidentiality/Proprietary Information ..... 12

1.33 Waiver of Subrogation ..... 12

1.34 Acknowledgment of Insurance Requirements ..... 12

1.35 Insurance Requirements ..... 12

1.36 Workers Compensation Insurance ..... 13

**CERTIFICATE OF INSURANCE (INSERTION PAGE).....15**

**SECTION 2. FEMA MANDATED CONTRACT PROVISIONS.....16**

BYRD ANTI-LOBBYING CERTIFICATION FORM ..... 25

DEBARMENT/SUSPENSION CERTIFICATION ..... 26

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 27

## TABLE OF CONTENTS (CONTINUED)

<b>SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS</b> .....	29
3.1 Submission of Proposal .....	29
3.2 Pre-Proposal Conference .....	30
3.3 Questions and Deadline for Question(s) Submission .....	30
3.4 Tentative Schedule of Events .....	31
<b>SECTION 4. PROPOSAL FORMAT REQUIREMENTS</b> .....	32
4.1 Introduction to Proposal Format Requirements .....	32
4.2 Organization of Proposal Contents .....	32
4.3 Transmittal Letter .....	32
4.4 Table of Contents .....	32
4.5 Executive Summary .....	33
4.6 Proposer Identifying Information .....	33
4.7 Proposer Personnel and Organization .....	33
<b>SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES</b> .....	35
<b>SECTION 6. PROPOSAL REQUIREMENTS</b> .....	57
6.1 Objective .....	57
6.2 Proposer Experience .....	57
6.3 Type of Services Provided .....	57
6.4 Laws and Regulations .....	57
<b>SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS</b> .....	58
7.1 Introduction .....	58
7.2 Cost Proposal .....	58
7.3 Evaluation Committee .....	58
7.4 Evaluation Process .....	58
7.5 Proposal Evaluation Criteria .....	59
<b>ADDENDA (INSERTION PAGE)</b> .....	60
COST PROPOSAL FORM .....	61
NON-DISCLOSURE AGREEMENT .....	65
RESPONDENT INFORMATION FORM .....	66
VENDOR REFERENCES FORM .....	67
SIGNATURE PAGE .....	68
CERTIFICATION REGARDING LOBBYING .....	69
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS) .....	70
DISCLOSURE OF LOBBYING ACTIVITIES FORM .....	71
CONFLICT OF INTEREST QUESTIONNAIRE .....	72
GOOD FAITH EFFORT (GFE) .....	75
NOTICE OF INTENT (NOI) .....	76
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) .....	77
RESIDENCE CERTIFICATION/TAX FORM .....	81
HOUSE BILL 89 VERIFICATION .....	82
SENATE BILL 252 CERTIFICATION .....	83
RFP AFFIDAVIT .....	84

**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.**

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

## **SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS**

---

This Request for Proposal (RFP) is to receive proposals from qualified firms regarding services for 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](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.		<b>OFFICE USE ONLY</b>	
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 <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
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](http://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>&gt;\$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>&gt;\$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>&gt;\$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>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(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).</li> </ul> <ul style="list-style-type: none"> <li>(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).</li> <li>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</li> <li>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary</li> </ul>	<p>2 CFR 200.216</p>

	<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>	
<p>None</p>	<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>	<p>2 CFR 200.334</p>

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

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

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

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

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

- 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

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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, 1<sup>st</sup> 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](mailto: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](mailto: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](mailto: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](mailto: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**

<b>August 1, 2023</b>	<b>Issuance of Request for Proposal</b>
<b>August 10-11, 2023</b>	<b>Pre-Proposal Conference</b>
<b>September 13, 2023</b>	<b>Deadline Submission (late proposals will not be considered)</b>
<b>September 15, 2023</b>	<b>Proposals distributed to Evaluation Committee</b>
<b>September 26, 2023</b>	<b>Evaluation Committee Convenes to Tabulate Scoring and Determines Short List</b>
<b>September 29, 2023</b>	<b>If Applicable: Conduct Interview/Best and Final Offer/Short List</b>
<b>October 10, 2023</b>	<b>Recommendation for Award</b>

**Please note:**

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

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 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](mailto: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](mailto: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](http://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	<a href="mailto:mistey.reeves@jeffcotx.us">mistey.reeves@jeffcotx.us</a>	Mistey Reeves 1149 Pearl Street Beaumont TX 77701
Maintenance Beaumont	<a href="mailto:greg.keller@jeffcotx.us">greg.keller@jeffcotx.us</a>	Greg Keller 1149 Pearl Street Beaumont TX 77701
Maintenance Pt. Arthur and Mid-County	<a href="mailto:kenneth.shepherd@jeffcotx.us">kenneth.shepherd@jeffcotx.us</a>	Kenneth Shepherd 525 Lakeshore Drive Port Arthur TX 77640
Jack Brooks Regional Airport	<a href="mailto:duke.youmans@jeffcotx.us">duke.youmans@jeffcotx.us</a>	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	<a href="mailto:Bobby.kelly@jeffcotx.us">Bobby.kelly@jeffcotx.us</a>	Bobby Kelly 7759 Viterbo Road Beaumont TX 77705
Minnie Rogers Juvenile Justice Center	<a href="mailto:ed.cochrell@jeffcotx.us">ed.cochrell@jeffcotx.us</a>	Chief Ed Cockrell 5326 Highway 69 South Beaumont TX 77705
Precinct 1 Service Center	<a href="mailto:lori.fountain@jeffcotx.us">lori.fountain@jeffcotx.us</a>	Lori Fountain 20205 West Highway 90 China, TX 77613
Precinct 4 Service Center	<a href="mailto:Kevonte.brazier@jeffcotx.us">Kevonte.brazier@jeffcotx.us</a>	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

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### 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 <b>One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm</b> 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 <b>One employee must be on site Mon-Fri, 8:00 am–noon</b> Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
5	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$	\$	\$	x 52	\$
6	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$	\$	\$	x 52	\$

### COST PROPOSAL (CONTINUED)

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

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

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

Approved by OMB  
0348-0046

### Disclosure of Lobbying Activities

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

<b>Type of Federal Action:</b> a. contract ___ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>Status of Federal Action:</b> a. bid/offer/application ___ b. initial award c. post-award	<b>Report Type:</b> a. initial filing ___ b. material change
<b>Name and Address of Reporting Entity:</b> ___ Prime ___ Sub-awardee Tier ____, if Known:  <b>Congressional District, if known:</b>	<b>If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</b>  <b>Congressional District, if known:</b>	
<b>Federal Department/Agency:</b>	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable: _____	
<b>Federal Action Number, if known:</b>	<b>9. Award Amount, if known:</b>  \$ _____	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services (including address if different from No. 10a)</b> <i>(last name, first name, MI):</i>	
<b>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.</b>	<b>Signature:</b> _____ <b>Print Name:</b> _____ <b>Title:</b> _____ <b>Telephone No.:</b> _____ <b>Date:</b> _____	
<b>Federal Use Only</b>	<b>Authorized for Local Reproduction</b> <b>Standard Form - LLL (Rev. 7-97)</b>	

**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**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<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><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>						
<p><b>2</b> <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><b>3</b> 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, &amp; 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><b>4</b></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**

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>			
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. 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.		<b>OFFICE USE ONLY</b>			
<b>1</b>	Name of Local Government Officer	Date Received			
<b>2</b>	Office Held				
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code				
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in item 3				
<b>5</b>	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).  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  Date Gift Accepted _____ Description of Gift _____  (attach additional forms as necessary)				
<b>6</b>	<b>AFFIDAVIT</b>  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.  <div style="text-align: right; margin-right: 100px;">                     _____                      Signature of Local Government Officer                 </div> AFFIX NOTARY STAMP / SEAL ABOVE  Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.  <table style="width: 100%; border: none;"> <tr> <td style="width: 33%; border: none;">_____ Signature of officer administering oath</td> <td style="width: 33%; border: none;">_____ Printed name of officer administering oath</td> <td style="width: 33%; border: none;">_____ Title of officer administering oath</td> </tr> </table>		_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath
_____ Signature of officer administering oath	_____ Printed name of officer administering oath	_____ Title of officer administering oath			

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: 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: \_\_\_\_\_

\_\_\_\_\_  
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 SUCONTRACTOR 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: \_\_\_\_\_

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

Notary Signature

Date

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

**SENATE BILL 252 CERTIFICATION**

---

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

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**RESPONDENT'S AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
NAME OF BUSINESS

BY:

\_\_\_\_\_  
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  
 1<sup>st</sup> 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  
1<sup>st</sup> 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 <b>One employee (day porter) must be on site Mon-Fri, 9:30am– 2:00 pm</b> 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 <b>One employee must be on site Mon-Fri, 8:00 am–noon</b> Floors: 2; Elevators: 0 Square feet: 12,320 To be serviced: 5 days/week	\$	\$	\$	x 52	\$
5	Jefferson County Annex I 215 Franklin St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 1 Square feet: 31,784 To be serviced: 3 days/week	\$	\$	\$	x 52	\$
6	Jefferson County Annex II 1295 Pearl St., Beaumont Mon-Fri, 5:30 pm–11:30 pm Floors: 2; Elevators: 0 Square feet: 17,197 To be serviced: 3 days/week	\$	\$	\$	x 52	\$

### COST PROPOSAL (CONTINUED)

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

## 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 <b>One employee must be on site Mon-Fri, 8:00am-noon</b> 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 <b>One employee (day porter) must be on site</b> 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 <b>At least one employee must be on site Sun-Fri, 8:00am-8:00pm</b> 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 <b>At least one employee must be on site Sat, 8:00am-3:00pm</b> 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) <b>One employee (day porter) must be on site to service these three (3) locations, Mon-Fri, 8:00am-5:00pm</b> 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
<b>TOTAL</b>						<b>\$571,701.84</b>

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



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

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

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

**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  
 1<sup>st</sup> 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

**CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENTS**

**THIS CONSENT TO ASSIGNMENT AND ASSUMPTION OF AGREEMENT (this “Consent”) is given on the 12th day of October 2023, by Jefferson County, Texas (“Owner”).**

Smart Communications Holding, Inc. has entered into a corporate restructuring (“Restructuring Agreement”) providing for, among other things, the transfer of substantially all the assets and the business to Smart Communications Holding, LLC.

Effective October 12, 2023, Smart Communications Holding LLC will continue the fulfillment of contract (RFP 22-021/YS) Comprehensive Inmate Technology Services Package for Jefferson County Correctional Facility, Downtown Jail and Minnie Rogers Juvenile Justice Center.


Owner does hereby consent to the assignment of the Agreements by Smart Communications Holding, Inc. to Smart Communications Holding, LLC and the assumption of the Agreements by Smart Communications Holding, LLC. Owner hereby confirms that as of the date hereof, the Agreements are not in default, that all of Smart Communication Holding, Inc.’s obligations thereunder have been duly satisfied.

Owner agrees that copies of any notice to permitted or required under the Agreements shall be sent to:

Smart Communications Holding, LLC  
40491 72<sup>nd</sup> Street  
Seminole, FL 33777

This Consent shall become effective immediately upon approval of Jefferson County and signature of the County Judge.

ATTEST:

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk



OWNER:

Jefferson County, Texas

By:  \_\_\_\_\_

Name: Jeff R. Branick

Title: Jefferson County Judge

Date: \_\_\_\_\_

---

*Jonathan D. Logan*  
*CEO and President*  
*Smart Communications Holding, Inc.*  
*Jon.Logan@smartcommunications.us*

RECEIVED OCT 20 2023

October 12, 2023

**VIA CERTIFIED US POSTAL MAIL**

Judge Jeff Branick  
Jefferson County  
o/b/o Jefferson County Purchasing Department  
1149 Pearl Street, 1st Floor  
Beaumont, TX 77701

*Re: Notice of Corporate Restructuring and Assignment*

Dear Judge Branick:

We write to inform you that, in connection with an internal corporate restructuring, our existing Service Agreement is being transferred to Smart Communications Holding, LLC. The transfer will have no effect on your agency or our performance of the Service Agreement.

Smart Communications Holding, LLC, a Delaware entity, will maintain the same principal place of business, at 10491 72<sup>nd</sup> Street, Seminole, Florida 33777.

If you have any questions concerning these matters, please do not hesitate to contact me by email at [jon.logan@smartcommunications.us](mailto:jon.logan@smartcommunications.us) or by phone, at 517-896-1822.

As the industry leader in providing innovative inmate communications solutions, we remain committed to serving our clients' needs with our superior technology, solutions, and dedicated staff. We value your partnership with us and look forward to continuing to serve your agency long into the future.

Very truly yours,



Jonathan D. Logan

CHANGE ORDER

IFB 23-005/JW  
PO# 080833 344

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

CHANGE ORDER NO: 4  
DATE: 10.20.2023  
ARCHITECT'S PROJECT NO.: 21030  
CONTRACT DATE: 03.28.2023  
CONTRACT FOR: Rehabilitation

This Contract is changed as follows:

#	DESCRIPTION	TOTALS
1	Ramp at restroom - Add mud material needed to address the slopes in the corridors outside the shower areas	\$1,710.00
	Contractor's Fee	\$205.20
	Bonds & Insurance	\$19.15
2	Install elastomeric patching compound over the fractured terrazzo on the stairs leading to the second and third levels.	\$1,602.00
	Contractor's Fee	\$192.24
	Bonds & Insurance	\$17.94
<b>TOTAL:</b>		<b>\$3,746.53</b>

\*\*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 ..... \$14,940.80  
 The Contract Sum prior to this Change Order was ..... \$2,555,674.80  
 The Contract sum will be increased by this Change Order in the amount of ..... \$3,746.53  
 The new Contract Sum including this Change Order will be ..... \$2,559,421.33

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.

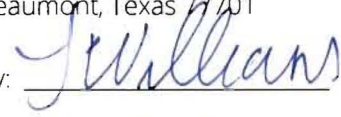
NOTE: The summary does not reflect changes in the Contract Sum or Contract Time which have been authorized by Construction Change Directive.

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: 

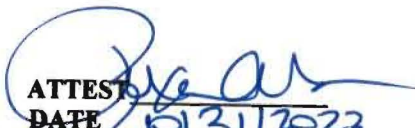
By: 

Date: 10/20/23

Date: 10/23/23

Date: October 31, 2023



ATTEST  
DATE:  10/31/2023



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 #:** 10

**DATE:** 10/19/23

**REFERENCE:** -

**SCHEDULE IMPACT:** -

**DESCRIPTION OF CHANGE:**

Added mud material needed to address the slopes in the corridors outside the shower areas.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	Texan Floor Service	LS	1	\$1,710.00	Subcontractor	\$1,710.00
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	<b>Cost of Work Total:</b>					<b>\$1,710.00</b>
11	<b>N&amp;T General Conditions:</b>					\$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
					<b>Subtotal:</b>	<b>\$1,710.00</b>
	12.00%				<b>Contractor's Fee:</b>	<b>\$205.20</b>
					<b>Subtotal:</b>	<b>\$1,915.20</b>
	1.00%				<b>Bonds &amp; Insurance:</b>	<b>\$19.15</b>
					<b>Change Proposal Grand Total:</b>	<b>\$1,934.35</b>



Brett J. Hill  
 Director of Corporate Compliance  
 bhill@texanfloor.com

Texan Floor Service, Inc.  
 9633 Zaka Rd.  
 Houston, Texas 77064  
 Phone: (713) 956-9966  
 Direct: (832) 549-5344

October 12, 2023

**RE: Schedule of Values - AARF Jerry Ware Terminal – TFS RCOs 4 & 5**

Lauren:

Please allow this letter to serve as our schedule of values breakdown for the above-referenced change order requests per your inquiry:

**TFS RCO 4**

Laticrete 209 Mudbed	\$12.00ea	30 units	\$ 360.00
Labor to Install	\$35.00ea	30 units	<u>\$1,050.00</u>
Subtotal			\$1,410.00
Overhead & Profit			<u>\$ 300.00</u>
<b>Total</b>			<b>\$1,710.00</b>

Respectfully,

Brett J. Hill





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 #:** 11

**DATE:** 10/19/23

**REFERENCE:** -

**SCHEDULE IMPACT:** -

**DESCRIPTION OF CHANGE:**

Install elastomeric patching compound over the fractured terrazzo on the stairs leading to the second and third levels. This is intended to create a flexible cementitious patch that can be infilled into the cracks and troweled across the surface of the treads in order to create a cohesive surface on which to adhere the tread and riser system.

#	Description	Unit	Qty.	Unit \$	Type	Totals
1	Texan Floor Service	LS	1	\$1,602.00	Subcontractor	\$1,602.00
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	<b>Cost of Work Total:</b>					<b>\$1,602.00</b>
11	<b>N&amp;T General Conditions:</b>					\$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
					<b>Subtotal:</b>	<b>\$1,602.00</b>
	12.00%				<b>Contractor's Fee:</b>	<b>\$192.24</b>
					<b>Subtotal:</b>	<b>\$1,794.24</b>
	1.00%				<b>Bonds &amp; Insurance:</b>	<b>\$17.94</b>
					<b>Change Proposal Grand Total:</b>	<b>\$1,812.18</b>



Brett J. Hill  
 Director of Corporate Compliance  
 bhill@texanfloor.com

Texan Floor Service, Inc.  
 9633 Zaka Rd.  
 Houston, Texas 77064  
 Phone: (713) 956-9966  
 Direct: (832) 549-5344

October 12, 2023

**RE: Schedule of Values - AARF Jerry Ware Terminal – TFS RCOs 4 & 5**

Lauren:

Please allow this letter to serve as our schedule of values breakdown for the above-referenced change order requests per your inquiry:

**TFS RCO 5**

Ardex XF Feather Finish	\$15.50ea	12 units	\$ 186.00
Ardex P82 Primer	\$85.00ea	6 units	\$ 510.00
Labor to Abrade Substrate	\$200.00ea	1ea	\$ 200.00
Labor to Apply Prep Material	\$300.00ea	1ea	<u>\$ 300.00</u>
Subtotal			\$1,196.00
Overhead & Profit			\$ 406.00
<b>Total</b>			<b>\$1,602.00</b>

Respectfully,

Brett J. Hill

## Jefferson County

American Rescue Plan Act Obligated Project

### Advance Funds Drawdown Request Form

**Project Owner**

City of China, Texas

**Project Name / Description**

Wastewater Treatment Plant Improvements/Expansion

**Primary Project Contact/Requester & Title**

Dawn Matte, City Secretary

**Mailing Address**

City of China, Texas  
245 Broadway  
China, TX 77613

**Request Breakdown**

Year:	2023	Advance Drawdown Request Amount:	\$ 50,000.00
Quarter:	4th Quarter	Validated Total:	\$ 0.00
Total Award:	\$ 5,000,000.00	Validated Balance this request:	\$ 50,000.00

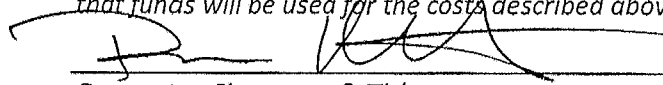
**Please Itemize Cost Estimates/Invoices Covered by this draw down request**

Expense Item Description	Est Amount	Validated Actual
1 Engineering Design	\$ 50,000.00	
2		
3		
4		
5		
6		
7		
8		

Previous Request Balance:	\$ 0.00	
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		
Total Request Amount:	\$ 50,000.00	Validated Total \$ 0.00

**Certification**

*I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.*


City Secretary
10-6-23  
 Requester Signature & Title Date

2503000

JEFFERSON COUNTY, TEXAS

Hulcher Services, Inc.

10/18/2023

Ref Nbr	Invoice Nbr	Inv Date	Description	Amount Paid	Disc Taken	Net Check Amt
375032	WORK ITEM 508	05/08/23		18,765.79		18,765.79

481439

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER  
WELLS FARGO BANK TEXAS, N.A.



101 S. LOCUST ST.  
DENTON, TX 76202

CHECK # 481439

Hulcher Services, Inc.  
611 Kimberly  
940-387-0099  
Denton, TX 76208

Check Date  
10/18/2023

Check Amount  
\*\*\*\*\*\$18,765.79

\*\* Void after 180 days \*\* Positive Pay Account

PAY Eighteen Thousand Seven Hundred Sixty-Five and 79/100----- US Dollars

TO THE JEFFERSON COUNTY, TEXAS  
ORDER OF DISTRICT ATTORNEY'S OFFICE  
1085 PEARL STREET 3RD FLOOR  
BEAUMONT, TX 77701

Authorized Signature

BORDER CONTAINS MICROPRINTING

⑈481439⑈ ⑆111900659⑆ 5690145615⑈

**From:** Quentin Price <[Quentin.Price@jeffcotx.us](mailto:Quentin.Price@jeffcotx.us)>  
**Sent:** Tuesday, October 10, 2023 3:22 PM  
**To:** Pinkston, Randy <[rpinkston@hulcher.com](mailto:rpinkston@hulcher.com)>  
**Cc:** Vernon Pierce <[Vernon.Pierce@jeffcotx.us](mailto:Vernon.Pierce@jeffcotx.us)>; Lori Fountain <[Lori.Fountain@jeffcotx.us](mailto:Lori.Fountain@jeffcotx.us)>; Vogelsang, Curry <[cvogelsang@hulcher.com](mailto:cvogelsang@hulcher.com)>; Hart, Carla <[chart@hulcher.com](mailto:chart@hulcher.com)>; Franks, Don <[don.franks@hulcher.com](mailto:don.franks@hulcher.com)>; Sandra Mott <[Sandra.Mott@jeffcotx.us](mailto:Sandra.Mott@jeffcotx.us)>  
**Subject:** Re: Jefferson County v. Hulcher, Repairs to Old Nome Road

[EXTERNAL EMAIL please use caution when opening links or attachments]

Mr. Pinkston,

After considering Hulcher's proposal that it repair the ditch, such approach is unworkable. Accordingly, same is rejected by Jefferson County.

At this juncture, Jefferson County's demand for settlement is \$18,765.79. We have previously provided the cost estimate to Hulcher justifying this demand. This offer will remain open until October 20, 2023, at which time it will be withdrawn, and suit will be filed.

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

*Quentin D. Price*

Assistant District Attorney, Civil Division

Jefferson County District Attorney's Office

1085 Pearl Street-3<sup>rd</sup> Floor

Beaumont, Texas 77701

409-835-8520 (office)

511407  
CHECK NO. HERE

THE ATTACHED CHECK OF THE COUNTY OF JEFFERSON, TEXAS IS IN FULL PAYMENT OF THE ITEMS DESCRIBED BELOW.  
IF THIS CHECK IS NOT CORRECT OR NOT ACCEPTABLE, RETURN INTACT AT ONCE WITH A WRITTEN NOTICE OF ANY EXCEPTIONS

352

INVOICE DATE	INVOICE NUMBER	P.O. NUMBER	AMOUNT OF INVOICE	ACCOUNT NUMBER	ITEM DESCRIPTION
10/17/2023			371,650.77	290-0000-429.50-77	
<p>Replace with Wire Transfer</p> <p>PS</p>					

DETACH BEFORE DEPOSITING

DATE 10/24/2023	VENDOR NUMBER 211519	CHECK NUMBER 511407	TOTAL CHECK AMOUNT *****371,650.77
-----------------	----------------------	---------------------	------------------------------------

THIS CHECK HAS A COLORED BACKGROUND AND CONTAINS MULTIPLE SECURITY FEATURES - SEE BACK FOR DETAILS



STELLAR BANK

BY THE ORDER OF THE COMMISSIONERS' COURT OF JEFFERSON COUNTY

35-2572  
1130

THE STATE OF TEXAS

511407

THE TREASURER OF THE COUNTY OF JEFFERSON

BEAUMONT, TEXAS

FUND, BEING THE AMOUNT ALLOWED BY THE COMMISSIONERS' COURT OF SAID COUNTY WITNESS MY HAND AND OFFICIAL SEAL THE DATE FIRST ABOVE WRITTEN

DATE 10/24/2023 VENDOR NO. 211519 AMOUNT \*\*\*\*\*371,650.77

VOID AFTER 90 DAYS

PAY \*\*\*\*\*371650 AND 77/100 DOLLARS

TO THE ORDER OF STEWART TITLE COMPANY  
10720 W SAM HOUSTON PKWY N STE 200  
HOUSTON TX 77054

COUNTY AUDITOR  
BY REGISTERED COUNTY TREASURER ASSISTANT

THEMO SECURED  
SERIAL  
CHANGES BY

⑈511407⑈ ⑆113025723⑆ ⑈1004216113⑈

NAME	AMOUNT	CHECK NO. 353	TOTAL
JURY FUND			
DAWN DONUTS	43.50	511572	
CHAPMAN VENDING	635.45	511607	
			678.95**
ROAD & BRIDGE PCT.#1			
GULF COAST SCREW & SUPPLY	679.44	511452	
M&D SUPPLY	59.85	511463	
ACE IMAGEWEAR	60.64	511472	
AT&T	99.44	511477	
TRIANGLE EQUIPMENT CO.	46.80	511480	
VERIZON WIRELESS	75.98	511496	
ATTABoy TERMITE & PEST CONTROL	48.90	511532	
ADVANCE AUTO PARTS	293.97	511558	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
ODP BUSINESS SOLUTIONS, LLC	188.35	511629	
			1,652.37**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	9,429.46	511428	
AUDILET TRACTOR SALES	2,615.19	511431	
EASTEX RUBBER & GASKET	69.57	511446	
THE MUFFLER SHOP	21.00	511465	
RITTER @ HOME	176.88	511469	
ACE IMAGEWEAR	59.76	511472	
S.E. TEXAS BUILDING SERVICE	346.66	511474	
SUPERIOR SUPPLY & STEEL	410.00	511488	
BUMPER TO BUMPER	253.80	511521	
NEW WAVE WELDING TECHNOLOGY	279.01	511528	
CY-FAIR TIRE	462.09	511590	
GULF COAST	536.00	511591	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
CHARTER COMMUNICATIONS	166.68	511627	
			14,925.10**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	3,196.08	511428	
BEAUMONT TRACTOR COMPANY	25,589.11	511433	
DYNAMIC POWER SYSTEM, INC.	662.45	511445	
FARM & HOME SUPPLY	9.52	511449	
ENTERGY	218.71	511453	
INTERSTATE BATTERIES OF BEAUMONT/PA	627.75	511456	
S.E. TEXAS BUILDING SERVICE	65.00	511474	
VERIZON WIRELESS	37.99	511496	
LOWE'S HOME CENTERS, INC.	79.80	511504	
ALL SERV INDUSTRIAL LLC	1,463.62	511530	
ATTABoy TERMITE & PEST CONTROL	147.00	511532	
SILSBEE FORD INC	3,092.64	511562	
CAT5 RESOURCES LLC	894.89	511567	
CHARTER COMMUNICATIONS	155.28	511617	
MUNRO'S UNIFORM SERVICES, LLC	47.90	511632	
			36,287.74**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	5,839.32	511428	
DYNAMIC POWER SYSTEM, INC.	1,738.30	511445	
INTERSTATE BATTERIES OF BEAUMONT/PA	133.95	511456	
M&D SUPPLY	216.58	511463	
UNITED STATES POSTAL SERVICE	65.25	511501	
J&E WELDING INC	230.00	511550	
ON TIME TIRE	825.38	511552	
O'REILLY AUTO PARTS	80.91	511584	
GULF COAST	594.00	511591	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
ODP BUSINESS SOLUTIONS, LLC	882.41	511629	
MUNRO'S UNIFORM SERVICES, LLC	70.34	511632	
			10,775.44**
ENGINEERING FUND			
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	511601	
ODP BUSINESS SOLUTIONS, LLC	429.11	511629	
			704.11**
PARKS & RECREATION			

NAME	AMOUNT	CHECK NO. <sup>354</sup>	TOTAL
BAYSHORE SURVEYING INST. CO., INC.	3,025.00	511432	
COBURN SUPPLY COMPANY INC	734.07	511440	
ENTERGY	303.64	511453	
LOUIS' YAZOO SALES & SERVICE, LLC	589.45	511462	
RITTER @ HOME	297.94	511469	
VERIZON WIRELESS	37.99	511496	
LOWE'S HOME CENTERS, INC.	68.32	511504	
SPRINT WASTE SERVICES LP	789.19	511564	
ALL TERRAIN EQUIPMENT CO	184.37	511579	
GENERAL FUND			6,029.97**
TYLER TECHNOLOGIES INC	2,020.89	511592	
TAX OFFICE			2,020.89*
TRIANGLE BLUE PRINT CO., INC.	39.95	511479	
UNITED STATES POSTAL SERVICE	336.17	511501	
ROCHESTER ARMORED CAR CO INC	378.40	511540	
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	511601	
COUNTY HUMAN RESOURCES			1,150.52*
UNITED STATES POSTAL SERVICE	1.26	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
AUDITOR'S OFFICE			100.26*
CDW COMPUTER CENTERS, INC.	357.93	511485	
UNITED STATES POSTAL SERVICE	1.89	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	511601	
COUNTY CLERK			570.82*
UNITED STATES POSTAL SERVICE	314.18	511501	
ENGINEERING INNOVATION	131.85	511575	
FUNCTION 4 LLC - WELLS FARGO FINANC	409.00	511601	
COUNTY JUDGE			855.03*
TAC - TEXAS ASSN. OF COUNTIES	150.00	511478	
UNITED STATES POSTAL SERVICE	14.84	511501	
ROCKY LAUDERMILK	3,200.00	511505	
GRACE NICHOLS	450.00	511529	
HARVEY L WARREN III	2,250.00	511537	
BRITTANIE HOLMES	500.00	511555	
THOMSON REUTERS-WEST	133.38	511560	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
RISK MANAGEMENT			6,797.22*
UNITED STATES POSTAL SERVICE	4.02	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
ADAN PEREZ JR	236.19	511630	
COUNTY TREASURER			339.21*
UNITED STATES POSTAL SERVICE	165.97	511501	
ODP BUSINESS SOLUTIONS, LLC	59.99	511629	
PURCHASING DEPARTMENT			225.96*
UNITED STATES POSTAL SERVICE	66.54	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
ODP BUSINESS SOLUTIONS, LLC	636.67	511629	
AMAZON CAPITAL SERVICES	93.13	511636	
GENERAL SERVICES			895.34*
LAIRO DOWDEN, JR.	1,500.00	511444	
CASH ADVANCE ACCOUNT	75.00	511459	



NAME	AMOUNT	CHECK NO. <sup>355</sup>	TOTAL
SPINDLETOP MHMR	36,400.25	511461	
TEXAS CONFERENCE OF URBAN COUNTIES	11,424.00	511506	
CROWN CASTLE INTERNATIONAL	1,939.38	511517	
SEPS INC	3,299.65	511549	
LJA ENGINEERING INC	698.42	511553	
GULF COAST STRATEGIC HWY COALITION	5,000.00	511589	
CHARTER COMMUNICATIONS	2,442.76	511615	
CHARTER COMMUNICATIONS	646.35	511618	
CHARTER COMMUNICATIONS	232.00	511620	
			63,657.81*
DATA PROCESSING			
CDW COMPUTER CENTERS, INC.	147,009.30	511485	
VERIZON WIRELESS	75.98	511496	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
PRECISELY SOFTWARE INCORPORATED	2,500.00	511609	
			149,684.28*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	253.53	511501	
			253.53*
ELECTIONS DEPARTMENT			
MASCOT METROPOLITAN INC	2,300.00	511524	
RUNBECK ELECTION SERVICES, INC	284.88	511587	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			2,683.88*
DISTRICT ATTORNEY			
THE EXAMINER	75.00	511447	
UNITED STATES POSTAL SERVICE	213.54	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	508.00	511601	
			796.54*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	336.54	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			435.54*
CRIMINAL DISTRICT COURT			
LEAH HAYES	1,303.80	511454	
RENE MULHOLLAND	2,112.00	511482	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	511601	
			3,613.80*
58TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			99.00*
60TH DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			99.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			99.00*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.54	511501	
JASON ROBERT NICKS	900.00	511536	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			999.54*
279TH DISTRICT COURT			
ANITA F. PROVO	100.00	511467	
NATHAN REYNOLDS, JR.	220.00	511468	
UNITED STATES POSTAL SERVICE	.63	511501	
JOEL WEBB VAZQUEZ	325.00	511520	
BRITTANIE HOLMES	440.00	511555	
THOMSON REUTERS-WEST	60.00	511560	
WILLIAM FORD DISHMAN	440.00	511561	
			1,585.63*
317TH DISTRICT COURT			

NAME	AMOUNT	CHECK NO. <sup>356</sup>	TOTAL
CATHERINE BRUNEY	700.00	511455	
SHELLY M. STEPHENSON, CSR, RPR	2,966.70	511473	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
ALISA BLANKENSHIP	825.00	511642	
			4,590.70*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	96.06	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			195.06*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	54.03	511501	
ODP BUSINESS SOLUTIONS, LLC	281.66	511629	
			335.69*
JUSTICE COURT-PCT 2			
TEXAS STATE UNIVERSITY SAN MARS	185.00	511475	
THOMSON REUTERS-WEST	133.38	511560	
			318.38*
JUSTICE COURT-PCT 4			
TEXAS STATE UNIVERSITY SAN MARS	310.00	511476	
			310.00*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	28.14	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			127.14*
JUSTICE OF PEACE PCT. 8			
KENNETH DOLLINGER	600.00	511443	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			699.00*
COUNTY COURT AT LAW NO.1			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			99.00*
COUNTY COURT AT LAW NO. 2			
TODD W LEBLANC	750.00	511427	
DAVID GROVE	250.00	511429	
A. MARK FAGGARD	250.00	511448	
JOHN EUGENE MACEY	250.00	511464	
CHARLES ROJAS	250.00	511487	
UNITED STATES POSTAL SERVICE	8.71	511501	
LANGSTON ADAMS	400.00	511508	
JOEL WEBB VAZQUEZ	300.00	511520	
LAURIE PEROZZO	900.00	511533	
LINDSEY SCOTT	250.00	511571	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	511605	
LAW OFFICES OF BREVIN JACKSON	500.00	511641	
			4,457.71*
COUNTY COURT AT LAW NO. 3			
DONALD BOUDREAUX	250.00	511435	
UNITED STATES POSTAL SERVICE	7.07	511501	
LANGSTON ADAMS	300.00	511508	
JOEL WEBB VAZQUEZ	300.00	511520	
LAURIE PEROZZO	250.00	511533	
ODP BUSINESS SOLUTIONS, LLC	639.06	511629	
			1,746.13*
COURT MASTER			
LAWRENCE E THORNE III	4,388.86	511538	
KENT W JOHNS	1,000.00	511543	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			5,487.86*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	7.63	511501	
			7.63*
COMMUNITY SUPERVISION			

NAME	AMOUNT	CHECK NO. <sup>357</sup>	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	396.00	511601	396.00*
SHERIFF'S DEPARTMENT			
FED EX	53.68	511451	
CASH ADVANCE ACCOUNT	554.22	511459	
KIRKSEY'S SPRINT PRINTING	24.95	511460	
CDW COMPUTER CENTERS, INC.	1,108.50	511485	
UNITED STATES POSTAL SERVICE	1,940.29	511501	
FLIGHT SUITS DBA GIBSON & BARNES	2,243.56	511556	
GALLS LLC	841.96	511570	
3L PRINTING COMPANY	70.00	511574	
FUNCTION 4 LLC - WELLS FARGO FINANC	495.00	511601	
AMAZON CAPITAL SERVICES	469.69	511636	
BEAUMONT OCCUPATIONAL SERVICES	411.95	511640	
STUNTRONICS LLC	345.00	511644	
			8,558.80*
CRIME LABORATORY			
VERIZON WIRELESS	37.99	511498	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
WATERS TECHNOLOGIES CORPORATION	18,750.00	511610	
			18,886.99*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	30,380.47	511437	
JACK BROOKS REGIONAL AIRPORT	1,065.00	511458	
CASH ADVANCE ACCOUNT	274.15	511459	
WORLD FUEL SERVICES	439.20	511534	
CONSTELLATION NEWENERGY - GAS DIVIS	1,181.37	511559	
FUNCTION 4 LLC - WELLS FARGO FINANC	818.00	511601	
DYLAN LISCHAU	425.80	511611	
			34,583.99*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	54.01	511496	
UNITED STATES POSTAL SERVICE	34.56	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	297.00	511601	
ODP BUSINESS SOLUTIONS, LLC	237.49	511629	
			623.06*
JUVENILE DETENTION HOME			
CITY OF BEAUMONT - WATER DEPT.	5,636.85	511437	
SANITARY SUPPLY, INC.	1,821.80	511470	
CHARMTEX INC.	1,178.00	511515	
BEN E KEITH COMPANY	5,156.96	511518	
VACUUM CITY & UNIQUE GIFTS	474.88	511581	
BIG THICKET PLUMBING INC	160.00	511582	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
ODP BUSINESS SOLUTIONS, LLC	53.53	511629	
FLOWERS BAKING COMPANY OF HOUSTON	65.03	511634	
			14,646.05*
CONSTABLE PCT 1			
VERIZON WIRELESS	227.96	511496	
UNITED STATES POSTAL SERVICE	112.42	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			439.38*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	511496	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	511496	
			113.97*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	511496	
UNITED STATES POSTAL SERVICE	24.63	511501	
THOMSON REUTERS-WEST	133.38	511560	
HIGGINBOTHAM INSURANCE AGENCY INC	71.00	511568	
TND WORKWEAR CO LLC	40.00	511576	
			382.98*
CONSTABLE PCT. 7			

NAME	AMOUNT	CHECK NO. <sup>358</sup>	TOTAL
AT&T	49.44	511477	
VERIZON WIRELESS	113.97	511496	
CONSTABLE PCT. 8			163.41*
MOTOROLA SOLUTIONS INC	2,220.00	511484	
VERIZON WIRELESS	113.97	511496	
GALLS LLC	275.52	511570	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
AGRICULTURE EXTENSION SVC			2,708.49*
FUNCTION 4 LLC - WELLS FARGO FINANC	211.00	511601	
SE DIST 9 EXT ASSOC OF FAMILY &	160.00	511612	
EPSILON SIGMA PHI	60.00	511614	
HEALTH AND WELFARE NO. 1			431.00*
CALVARY MORTUARY	1,500.00	511436	
COMMUNITY FUNERAL CHAPEL, INC.	1,300.00	511441	
CLAYBAR HAVEN OF REST	2,480.00	511499	
UNITED STATES POSTAL SERVICE	98.85	511501	
CARLETTE SULLIVAN	159.00	511527	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	511601	
EZE D EDE MD	3,490.91	511602	
HEALTH AND WELFARE NO. 2			9,226.76*
CITY OF PORT ARTHUR - WATER DEPT.	40.00	511438	
TERRI WATSON	134.94	511522	
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	511601	
EZE D EDE MD	3,490.91	511602	
NURSE PRACTITIONER			3,863.85*
SERVET MUHITTIN SATIR	1,000.00	511606	
ENVIRONMENTAL CONTROL			1,000.00*
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
INDIGENT MEDICAL SERVICES			99.00*
VERIZON WIRELESS	40.21	511496	
KAYLEE BENNETT	10.00	511596	
MAINTENANCE-BEAUMONT			50.21*
CITY OF BEAUMONT - WATER DEPT.	18,664.73	511437	
COBURN SUPPLY COMPANY INC	78.13	511440	
ENTERGY	35,044.87	511453	
M&D SUPPLY	68.73	511463	
SANITARY SUPPLY, INC.	888.86	511470	
ACE IMAGEWEAR	264.04	511472	
AT&T	4,956.08	511477	
AT&T GLOBAL SERVICES	492.00	511511	
OTIS ELEVATOR COMPANY	2,808.46	511516	
SHERWIN-WILLIAMS	62.07	511531	
LANDSCAPER'S WHOLESALE MARKET	81.75	511542	
A1 FILTER SERVICE COMPANY	732.70	511547	
FERGUSON ENTERPRISES INC	1,324.20	511577	
WES VICE HARDWOODS & SUPPLY INC	294.27	511597	
CHARTER COMMUNICATIONS	196.42	511625	
MAINTENANCE-PORT ARTHUR			65,957.31*
ALL-PHASE ELECTRIC SUPPLY	495.66	511442	
FAST SIGNS, INC.	25.00	511450	
LOWE'S HOME CENTERS, INC.	718.26	511504	
TEXAS GAS SERVICE	419.45	511510	
CRAWFORD ELECTRIC SUPPLY COMPANY	81.73	511557	
CAT5 RESOURCES LLC	1,040.30	511567	
LESLIE'S SWIMMING POOL SUPPLIES	74.78	511586	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
CHARTER COMMUNICATIONS	106.71	511619	
CHARTER COMMUNICATIONS	481.24	511624	
ODP BUSINESS SOLUTIONS, LLC	320.61	511629	
PARKER'S BUILDING SUPPLY	139.88	511635	
MAINTENANCE-MID COUNTY			4,002.62*
ACE IMAGEWEAR	177.59	511472	
S.E. TEXAS BUILDING SERVICE	4,283.27	511474	
A1 FILTER SERVICE COMPANY	99.50	511547	
SERVICE CENTER			4,560.36*
CLASSIC CHEVROLET	48.00	511426	
J.K. CHEVROLET CO.	176.92	511457	
M&D SUPPLY	52.65	511463	
PHILPOTT MOTORS, INC.	1,520.42	511466	
TIFCO INDUSTRIES INC	129.95	511483	
JEFFERSON CTY. TAX OFFICE	7.50	511491	
JEFFERSON CTY. TAX OFFICE	7.50	511492	
JEFFERSON CTY. TAX OFFICE	7.50	511493	
JEFFERSON CTY. TAX OFFICE	7.50	511494	
JEFFERSON CTY. TAX OFFICE	7.50	511495	
BUMPER TO BUMPER	661.74	511521	
MIGHTY OF SOUTHEAST TEXAS	308.86	511544	
TOWN AND COUNTRY FORD	1,676.50	511645	
VETERANS SERVICE			4,612.54*
UNITED STATES POSTAL SERVICE	8.53	511501	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
			107.53*
			430,865.37**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	1,105.40	511458	
SETZER HARDWARE, INC.	26.08	511471	
ACE IMAGEWEAR	94.25	511472	
UNITED PARCEL SERVICE	24.42	511481	
FRED MILLER'S OUTDOOR EQUIPMENT LLC	39.95	511569	
CY-FAIR TIRE	39.95	511590	
MARSAYL MEDIA	39.00	511595	
ODP BUSINESS SOLUTIONS, LLC	334.64	511629	
J.C. FAMILY TREATMENT			1,703.69**
MARY BEVIL	20.00	511598	
SECURITY FEE FUND			20.00**
ALLIED UNIVERSAL SECURITY SERVICES	10,036.80	511594	
LAW LIBRARY FUND			10,036.80**
THOMSON REUTERS-WEST	2,878.71	511560	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
EMPG GRANT			2,977.71**
FUNCTION 4 LLC - WELLS FARGO FINANC	275.00	511601	
CHARTER COMMUNICATIONS	122.62	511623	
JUVENILE PROB & DET. FUND			397.62**
VERIZON WIRELESS	71.01	511496	
GRANT A STATE AID			71.01**
ODP BUSINESS SOLUTIONS, LLC	110.71	511629	
COMMUNITY SUPERVISION FND			110.71**

NAME	AMOUNT	CHECK NO. <sup>360</sup>	TOTAL
BEAUMONT TROPHIES	854.50	511434	
VERIZON WIRELESS	33.03	511496	
UNITED STATES POSTAL SERVICE	53.83	511501	
JCCSC	202.00	511541	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
CHARTER COMMUNICATIONS	121.33	511621	
CHARTER COMMUNICATIONS	184.64	511622	1,548.33**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	99.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	99.00**
LAW OFFICER TRAINING GRT			
TEXAS COMMISSION ON LAW ENFORCEMENT	280.00	511526	280.00**
COUNTY CLERK - RECORD MGT			
MANATRON INC	9,043.65	511525	
KOFILE TECHNOLOGIES INC	534.81	511548	9,578.46**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.96	511496	227.96**
HOTEL OCCUPANCY TAX FUND			
CITY OF PORT ARTHUR	25,000.00	511439	
CASH ADVANCE ACCOUNT	685.76	511459	
MUSEUM OF THE GULF COAST	10,800.00	511486	
JEFFERSON CTY. TAX OFFICE	33.00	511489	
JEFFERSON CTY. TAX OFFICE	33.00	511490	
ART MUSEUM OF SOUTHEAST TEXAS	7,500.00	511502	
SOUTHEAST TEXAS BASEBALL/ACADEMY	30,911.00	511503	
TEXAS ENERGY MUSEUM	1,300.00	511507	
PORT NECHES CHAMBER OF COMMERCE	15,000.00	511509	
BEAUMONT HERITAGE SOCIETY	2,500.00	511512	
BEAUMONT CONVENTION & VISITOR BUREA	40,000.00	511513	
FORD PARK	92,000.00	511514	
LAMAR STATE COLLEGE/PORT ARTHUR	1,750.00	511519	
EDISON PLAZA MUSEUM	554.00	511535	
PORT ARTHUR CONVENTION & TOURIST	18,920.00	511545	
PORT ARTHUR CONVENTION & TOURIST	94,226.00	511546	
THE STREETZ DANCE CONVENTION AND CO	4,000.00	511573	
MAGNOLIA GARDEN CLUB	895.00	511578	
DOWNTOWN BEAUMONT CULTURAL ARTS	500.00	511604	
BEAUMONT CHILDREN'S MUSEUM	4,400.00	511608	
CHARTER COMMUNICATIONS	130.63	511616	
NECHES RIVER FESTIVAL INC	4,802.00	511637	
GULF COAST YOUTH SOCCER CLUB	3,500.00	511638	
GULF COAST YOUTH SOCCER CLUB	3,500.00	511639	
BEAUMONT BOTANICAL GARDENS INC	15,000.00	511643	
ACCOMPANIED BY GODS LOVE	1,000.00	511646	378,940.39**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC - WELLS FARGO FINANC	198.00	511601	198.00**
AIRPORT FUND			
FJORD AVIATION FUELING	263.54	511430	
LOUIS' YAZOO SALES & SERVICE, LLC	159.90	511462	
S.E. TEXAS BUILDING SERVICE	4,246.66	511474	
VERIZON WIRELESS	37.99	511496	
LOWE'S HOME CENTERS, INC.	18.03	511504	
ATTABOY TERMITE & PEST CONTROL	353.25	511532	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	120.41	511563	
PETROLEUM MATERIALS LLC	38.53	511566	
F&W ELECTRICAL CONTRACTORS, INC	5,614.96	511583	

NAME	AMOUNT	CHECK NO. <sup>361</sup>	TOTAL
TITAN AVIATION FUELS	53,187.19	511585	
THE HOME DEPOT PRO	1,183.70	511588	
CY-FAIR TIRE	817.18	511590	
FUNCTION 4 LLC - WELLS FARGO FINANC	99.00	511601	
CHARTER COMMUNICATIONS	115.59	511626	
ODP BUSINESS SOLUTIONS, LLC	363.39	511629	
MUNRO'S UNIFORM SERVICES, LLC	63.50	511632	
			66,682.82**
AIRPORT IMPROVE. GRANTS			
EMERGENCY POWER SERVICE	9,278.48	511551	
			9,278.48**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	152,218.35	511580	
UNITED HEALTHCARE SERVICES INC	1,104.48	511593	
			153,322.83**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	511554	
			1,652.00**
WORKER'S COMPENSATION FD			
MCGRIFF INSURANCE SERVICES, INC	6,763.00	511631	
			6,763.00**
SHERIFF'S FORFEITURE FUND			
DISH NETWORK	100.42	511523	
			100.42**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	14,464.56	511408	
CLEAT	324.00	511409	
JEFFERSON CTY. TREASURER	12,336.49	511410	
RON STADTMUELLER - CHAPTER 13	182.31	511411	
INTERNAL REVENUE SERVICE	208.00	511412	
JEFFERSON CTY. ASSN. OF D.S. & C.O.	3,640.00	511413	
JEFFERSON CTY. COMMUNITY SUP.	6,901.16	511414	
JEFFERSON CTY. TREASURER - HEALTH	550,355.45	511415	
JEFFERSON CTY. TREASURER - GENERAL	10.00	511416	
JEFFERSON CTY. TREASURER - PAYROLL	2,112,777.76	511417	
JEFFERSON CTY. TREASURER - PAYROLL	722,666.49	511418	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,653.19	511419	
JEFFERSON CTY. TREASURER - TCDRS	829,627.21	511420	
JEFFERSON COUNTY TREASURER	3,109.50	511421	
JEFFERSON COUNTY - TREASURER -	8,408.53	511422	
NECHES FEDERAL CREDIT UNION	31,540.36	511423	
JEFFERSON COUNTY - NATIONWIDE	56,363.59	511424	
SBA - U S DEPARTMENT OF TREASURY	307.63	511425	
			4,354,876.23**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	44.32	511496	
			44.32**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	100.00	511539	
MASTERWORD SERVICES, INC	1,949.18	511613	
			2,049.18**
ARPA CORONAVIRUS RECOVERY			
SILSBEE FORD INC	72,523.10	511562	
			72,523.10**
BRIC/FMA GRANT			
TIDAL BASIN GOVERNMENT CONSULTING	10,106.25	511603	
			10,106.25**
GLO DISASTER RECOVERY			
GRIFFITH MOSELEY JOHNSON & ASSOCIAT	21,000.00	511565	
			21,000.00**
CNTY & DIST COURT TECH FD			

NAME	AMOUNT	CHECK NO. <sup>362</sup>	TOTAL
VERIZON WIRELESS	227.96	511496	227.96**
MARINE DIVISION			
JACK BROOKS REGIONAL AIRPORT	144.00	511458	
AERO PERFORMANCE	86.64	511633	230.64**
SHERIFF-SPINDLETOP GRANT			
VERIZON WIRELESS	114.39	511497	114.39**
			5,607,179.35***



Southeast Texas Auto Theft Task Force  
Interlocal Agreement  
2024 Grant Year



City of Beaumont, Jefferson County,  
City of Port Arthur,  
Hardin County, Orange County,  
Jasper County



**WHEREAS**, the **Parties** agree to each accept the responsibility and to adhere to all applicable federal, state, and local laws or regulations

**NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE I. PURPOSE**

1 .01 The purpose of this Agreement is to allow **Beaumont** (Grantee) to file an application for a grant with the Motor Vehicle Crime Prevention Authority (Agency), which application is attached hereto as **Exhibit “A”** and made a part hereof for all purposes.

**ARTICLE II. TERM**

2 .01 The term of this Agreement is to commence on September 1, 2023 and to end August 31, 2024.

**ARTICLE III. CONSIDERATION**

3 .01 As consideration for this Agreement, the **Parties** agrees to contribute a total of \$177,716.00 in matching funds and \$404,000.00 in in-kind matching funds for the enhancement of the funded grant program in the amounts and methods as follows:

<b>Item Description</b>	<b>Amount</b>	<b>Method (Cash Paid/In Lieu of/In kind)</b>
Personnel; Fringe; Overtime; Travel; Equipment; Supplies and Direct Operating Expenses	\$117,716.00	Cash Match Expenditures paid by Beaumont
Professional and Contractual Services (Investigator’s Benefits for Port Arthur employee)	\$30,000.00	Fringe paid by Port Arthur in lieu of match
Professional and Contractual Services (Investigator’s Benefits for Jefferson County employee)	\$30,000.00	Fringe paid by Jefferson County in lieu of match
Hardin County	0	
Jasper County	0	
Orange County	0	
<b>Total Source of Cash Match</b>	<b>\$177,716.00</b>	

<b>Item Description</b>	<b>Amount</b>	<b>Method (Cash Paid/In Lieu of/In kind)</b>
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Beaumont (Personnel, Fringe)	\$404,000.00	In kind Match Expenditures paid by Beaumont
Port Arthur	0	
Jefferson County	0	
Hardin County	0	
Jasper County	0	
Orange County	0	
<b>Total Source of In-Kind Match</b>	<b>\$404,000.00</b>	

#### **ARTICLE IV. ALLOCATION OF FUNDS**

4.01 The specific allocation of the **Parties** fund is set out in the attachment to this Agreement, marked as **Exhibit "B"**, and made a part hereof for all purposes.

#### **ARTICLE V. EQUIPMENT**

5.01 Upon termination of this Agreement, equipment including vehicles, hardware, and other non-expendable items will revert to the applicant. The Motor Vehicle Crime Prevention Authority of the State of Texas will be notified and inventory records will be updated.

#### **ARTICLE VI. AMENDMENTS**

6.01 This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

#### **ARTICLE VII. LEGAL CONSTRUCTION**

7.01 In the event any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **ARTICLE VIII. UNIFORM ASSURANCES**

8.01 In accordance with §783.005 of the Texas Government Code Grantee and sub-grantee shall comply with the following uniform assurances:

Byrd Anti-Lobbying Amendment - Grantee certifies that no federal appropriated funds have been paid or will be paid to any person or organization 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 on its behalf to obtain, extend, or modify this contract or grant. If non-federal funds are used by Grantee to conduct such lobbying activities, the prescribed disclosure form shall promptly be filed. In accordance with 31 U.S.C. § 1352(b)(5), Grantee acknowledges and agrees that it is responsible for ensuring that each sub-grantee certifies its compliance with the expenditure prohibition and the declaration requirement.

Child Support Obligation - Grantee represents and warrants that it will include the following clause in the award documents for every sub-award and subcontract and will require sub-recipients and contractors to certify accordingly: Under Section 231.006 of the Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application.

Clean Air Act & Federal Water Pollution Control Act - Grantee represents and warrants that it will comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

Compliance with Laws, Rules and Requirements - Grantee represents and warrants that it will comply, and assure the compliance of all its sub-recipients and contractors, with all applicable federal and state laws, rules, regulations, and policies in effect or hereafter established. In addition, Grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Grantee, the more restrictive requirement applies.

Contract Oversight - Grantee represents and warrants that it will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

Contract Work Hours & Safety Standards Act - Grantee represents and warrants that it will comply with the requirements of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Cybersecurity Training Program - Grantee represents and warrants its compliance with § 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database. If Grantee has access to any state computer system or database, Grantee shall complete cybersecurity training and verify completion of the training program to the Agency pursuant to and in accordance with § 2054.5192 of the Government Code.

Davis-Bacon Act and the Copeland Act - Grantee represents and warrants that it will comply with the requirements of 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”) and the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874).

Debarment and Suspension - Grantee certifies that it and its principals are not suspended or debarred from doing business with the state or federal government as listed on the State of Texas Debarred Vendor List maintained by the Texas Comptroller of Public Accounts and the System for Award Management (SAM) maintained by the General Services Administration.

Debts and Delinquencies - Grantee agrees that any payments due under the contract or grant shall be applied towards any debt or delinquency that is owed to the State of Texas.

Disaster Recovery Plan - Upon request of Agency, Grantee shall provide copies of its most recent business continuity and disaster recovery plans.

Disclosure of Violations of Federal Criminal Law - Grantee represents and warrants its compliance with 2 CFR § 200.113 which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to SAM.

Disclosure Protections for Certain Charitable Organizations, Charitable Trusts & Private Foundations- Grantee represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

Dispute Resolution - The dispute resolution process provided in Chapter 2009 of the Texas Government Code is available to the parties to resolve any dispute arising under the agreement.

Excluded Parties - Grantee certifies that it is not listed in the prohibited vendors list authorized by Executive Order No. 13224, “Blocking Property and Prohibiting Transactions with

Persons Who Commit, Threaten to Commit, or Support Terrorism”, published by the United States Department of the Treasury, Office of Foreign Assets Control.

Executive Head of a State Agency Affirmation - Under Section 669.003 of the Texas Government Code, relating to contracting with an executive head of a state agency, Grantee represents that no person who served as an executive of Agency, in the past four (4) years, was involved with or has any interest in the contract or grant. If Grantee employs or has used the services of a former executive of Agency, then Grantee shall provide the following information in the Response: name of the former executive, the name of the state agency, the date of separation from the state agency, the position held with Grantee, and the date of employment with Grantee.

Funding Limitation - Grantee understands that all obligations of Agency under the contract or grant are subject to the availability of grant funds. The contract or grant is subject to termination or cancellation, either in whole or in part, without penalty to Agency if such funds are not appropriated or become unavailable.

Governing Law & Venue - This agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to the conflicts of law provisions. The venue of any suit arising under this agreement is fixed in any court of competent jurisdiction of Travis County, Texas, unless the specific venue is otherwise identified in a statute that directly names or otherwise identifies its applicability to the contracting state agency.

Indemnification - to the extent permitted by law Grantee shall defend, indemnify and hold harmless the state of Texas and agency, and/or their officers, agents, employees, representatives, contractors, assignees, and/or designees from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses arising out of, or resulting from any acts or omissions of Grantee or its agents, employees, subcontractors, order fulfillers, or suppliers of



subcontractors in the execution or performance of the contract and any purchase orders issued under the contract. The defense shall be coordinated by Grantee with the office of the Texas Attorney General when Texas state agencies are named defendants in any lawsuit and Grantee may not agree to any settlement without first obtaining the concurrence from the office of the Texas Attorney General. Grantee and agency agree to furnish timely written notice to each other of any such claim.

Law Enforcement Agency Grant Restriction - Grantee on behalf of Southeast Texas Auto Theft Task Force is a law enforcement agency regulated by Chapter 1701 of the Texas Occupations Code, Grantee represents and warrants that it will not use appropriated money unless the law enforcement agency is in compliance with all rules adopted by the Texas Commission on Law Enforcement (TCOLE), or TCOLE certifies that it is in the process of achieving compliance with such rules.

Legal Authority - Grantee represents that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been duly adopted or passed as an official act of the Grantee's governing body, authorizing the filing of the Response, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or the designee of Grantee to act in connection with the Response and to provide such additional information as may be required.

Lobbying Expenditure Restriction - Grantee represents and warrants that Agency's payments to Grantee and Grantee's receipt of appropriated or other funds under the contract or grant are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code which restrict lobbying expenditures

No Conflicts of Interest State - Grantee represents and warrants that performance under the contract or grant will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Grantee represents and warrants that in the administration of the grant, it will comply with all conflict of interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code. If circumstances change during the course of the contract or grant, Grantee shall promptly notify Agency.

No Waiver of Sovereign Immunity - The Parties expressly agree that no provision of the grant or contract is in any way intended to constitute a waiver by the Agency or the State of Texas of any immunities from suit or from liability that the Agency or the State of Texas may have by operation of law.

Open Meetings - Grantee represents and warrants its compliance with Chapter 551 of the Texas Government Code which requires all regular, special or called meeting of a governmental body to be open to the public, except as otherwise provided by law.

Texas Public Information Act - Information, documentation, and other material in connection with this Solicitation or any resulting contract or grant may be subject to public disclosure pursuant to Chapter 552 of the Texas Government Code (the "Public Information Act"). In accordance with Section 2252.907 of the Texas Government Code, Grantee is required to make any information created or exchanged with the State pursuant to the contract or grant, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the State.

Reporting Compliance - Grantee represents and warrants that it will submit timely, complete, and accurate reports in accordance with the grant and maintain appropriate backup documentation to support the reports.

Records Retention State Grant - Grantee shall maintain and retain all records relating to the performance of the grant including supporting fiscal documents adequate to ensure that claims for grant funds are in accordance with applicable State of Texas requirements. These records will be maintained and retained by Grantee for a period of four (4) years after the grant expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. Agency reserves the right to direct a Grantee to retain documents for a longer period of time or transfer certain records to Agency custody when it is determined the records possess longer term retention value. Grantee must include the substance of this clause in all subawards and subcontracts.

Reporting Suspected fraud and Unlawful Conduct - Grantee represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office.

State Auditor's Right to Audit - The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. The acceptance of funds directly under the contract or indirectly through a subcontract under the contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

Sub-award Monitoring - Grantee represents and warrant that it will monitor the activities of the sub-grantee as necessary to ensure that the sub-award is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the sub-award, and that sub-award performance goals are achieved.

#### **ARTICLE X. FINANCIAL ADMINISTRATION**

10.01 In accordance with §783.006 of the Texas Government Code Standard Financial Management Conditions the prescribed are applicable to all grants and agreements executed between affected entities:

Financial reporting - Accurate, current, and complete disclosure of the financial results of grant related activities must be made in accordance with the financial reporting requirements of the grant.

Accounting records - Grantee will maintain records, which adequately identify the source and application of funds, provided for grant related activities. These records will contain information pertaining to grant awards and obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

Internal control - Effective control and accountability will be maintained for all grant cash, real and personal property, and other assets. Grantee will safeguard all such property and assure that it is used for authorized grant purposes.

Page Budget control - Actual expenditures will be kept within budgeted amounts for each grant.

Allowable cost - Applicable cost principles, agency program regulations, and the terms of grant agreements shall be followed in determining the reasonableness, allowability, and allocability of costs.

Source documentation - Accounting records must be supported by such source documentation as checks, paid bills, payroll records, receipts, timesheets, travel vouchers, and other records, etc. These source documents must be retained and made available for MVCPA staff when requested.

Cash management - Grantee will establish reasonable procedures to ensure the receipt of reports on cash balances and cash disbursements in sufficient time to enable them to prepare complete and accurate cash transactions reports to the awarding agency.

Reimbursement Grant - All expenditures reported will be based on actual amounts paid and documented. Reporting budgeted amounts or estimated costs as expenditures are not permitted and if used may result in payment suspension and possible termination of the grant.

Costs Incurred outside the Program Period - Grant funds may not be obligated prior to the effective date without written permission of the MVCPA director or subsequent to the termination date of the grant period. All obligations must be consistent with the Statement of Grant Award and used for statutorily authorized purposes.

#### **ARTICLE XI. COMPLIANCE**

11 .01 Grantee and subgrantee will comply with state law, program rules and regulations and the Statement of Grant Award. In addition, Grantee and sub-grantee represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. Information, guidance and program rules can be found in the Motor Vehicle Crime Prevention Authority Grant Administrative Manual and if not found in the administrative manual then grantee and subgrantee must follow the Texas Grant Management Standards maintained under the authority of the Texas Comptroller of Public Accounts. These grant management standards are used by the Motor

Vehicle Crime Prevention Authority in the administration of the MVCPA grant program.

Sub-grantee Monitoring and Management - The local government must monitor the activities of the sub-grantee as necessary to ensure that sub-award performance goals are achieved and the sub-award is used for authorized purposes, in compliance with state law, rules, and the terms and conditions of the sub-award. Monitoring of the sub-grantee must include:

- (1) Reviewing financial and performance reports required by the local government.
- (2) Following-up and ensuring that the sub-grantee takes timely and appropriate action on all deficiencies pertaining to the sub-award provided to the sub-grantee from the local government detected through audits, on-site reviews, and other means.
- (3) Issuing a management decision for audit findings pertaining to the sub-award provided to the sub-grantee from the local government as required.

## **ARTICLE XII. ENTIRE AGREEMENT**

12.01 This Agreement supersedes any and all other agreements, either oral or in writing, between the Parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding upon all Parties.

**EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL, EFFECTIVE SEPTEMBER 1, 2022.**

EXECUTED by the City of Beaumont this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

CITY OF BEAUMONT, TEXAS

By: \_\_\_\_\_  
Kenneth Williams, City Manager

EXECUTED by the City of Port Arthur this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

CITY OF PORT ARTHUR, TEXAS

By: \_\_\_\_\_  
Ronald Burton, City Manager



EXECUTED by Jefferson County this 31<sup>ST</sup> day of  
OCTOBER, 2023

JEFFERSON COUNTY, TEXAS

By: [Signature]  
Jeff Branick, County Judge

ATTEST [Signature]  
DATE 10/31/2023



EXECUTED by Hardin County this \_\_\_\_\_ day of  
\_\_\_\_\_, 2023

HARDIN COUNTY, TEXAS

By: \_\_\_\_\_  
Wayne McDaniel, County Judge

EXECUTED by Jasper County this \_\_\_\_\_ day of

\_\_\_\_\_, 2023

JASPER COUNTY, TEXAS

By: \_\_\_\_\_  
Mark Allen, County Judge

EXECUTED by Orange County this \_\_\_\_\_ day of

\_\_\_\_\_, 2023

ORANGE COUNTY, TEXAS

By: \_\_\_\_\_  
John Gothia, County Judge

**Exhibit A**

**FY24 Final Negotiated Application**

# FY24 Final Negotiated Application

City of Beaumont Taskforce Grant Negotiation for Fiscal Year 2024

## Request for Application (RFA)

Primary Agency / Grantee Legal Name: *City of Beaumont*

Organization Type: *Law Enforcement*

Organization ORI (if applicable): *TX1230100: BEAUMONT PD (MIP)*

Program Title Please enter a short description of the proposed program that can be used as the title.  
*Southeast Texas Auto Theft Task Force*

Application Category (See Request for Applications [RFA] for category details and descriptions RFA Priority Funding Section):

MVCPA Program Category (see RFA and TAC 43, 3 §57.14). Check all that apply.

- Law Enforcement, Detection and Apprehension
- Prevention, Anti-Theft Devices and Motor Vehicle Registration

### Taskforce Grant Participation and Coverage Area

Provide a General Description of the Participating and Coverage Area of this Grant Application

*Jefferson, Hardin, Orange, and Jasper counties and all municipalities therein.*

Define in the tables below the grant relationships and geographic area of the taskforce:

Applicant will add the participating and coverage agencies from the ORI list below. If an agency is not in the ORI list, please include the agency and role in the general description above. Make sure to follow the definitions below and select an agency in the dropdown. Use the *Add as Participating Agency* or *Add as Coverage Agency* button to populate the list.

**Participating Agencies** are agencies that materially participate in the grant application through the exchange of funds for reimbursement and cash match. Participating agencies are defined after the grant award by interlocal/interagency agreements. Each applicant must select their own agency first. Then select agencies that will receive or provide funding and/or resources. [Note: Interlocal/interagency agreements do not need to be submitted with the application. Interlocal agreements will need to be executed prior to the first payment being made if selected for a grant. Letters of support with the application from the participating agencies are strongly recommended.]

**Coverage Agencies** are agencies that provided some level of coverage, assistance or support by this grant application but will not materially exchange funds as cash match or reimbursement. The coverage is not supported by an after the award with interlocal/interagency agreements. Coverage agencies as law enforcement agencies may have jurisdictional coverage agreements unrelated to the grant (Ex. City Y is within County X or vice versa). Agencies selected in this list include agencies that will be covered or where the agency indicates that their agency will coordinate or call upon the taskforce. Letters of support with the application from the participating agencies are strongly recommended.

Participating Agencies	Coverage Agencies
TX1230000 JEFFERSON CO SO	TX1000000 HARDIN CO SO
TX1230100 BEAUMONT PD (MIP)	TX1000100 KOUNTZE PD
TX1230700 PORT ARTHUR PD (AE)	TX1000200 SILSBEE PD
	TX1000300 SOUR LAKE PD
	TX1000900 LUMBERTON PD (IBR)
	TX1210000 JASPER CO SO
	TX1210100 JASPER PD
	TX1230300 GROVES PD
	TX1230500 NEDERLAND PD
	TX1230800 PORT NECHES PD
	TX1231000 LAMAR UNIVERSITY PD



TX1810000 ORANGE CO SO
TX1810100 BRIDGE CITY PD
TX1810200 ORANGE PD
TX1810300 PINEHURST PD
TX1810400 VIDOR PD
TX1810500 WEST ORANGE PD
TX1810800 ROSE CITY PD

**Resolution:** Complete a Resolution and submit to local governing body for approval. [Sample Resolution](#) is found in the Request for Application or send a request for an electronic copy to [grantsMVCPA@txdmv.gov](mailto:grantsMVCPA@txdmv.gov). The completed and executed Resolution must be attached to this on-line application.

**Grant Budget Form**

MVCPA recommends that the applicant complete the total costs (MVCPA and Cash Match combined) for this program. The applicant can then enter the desired amount of Cash Match (not less than 20% per TAC Title 43, Â§57.36). The system will then calculate the correct grant and match amounts.

**Budget Entry Option:**

Enter MVCPA and Cash Match Amounts

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
<i>Personnel</i>	\$237,250	\$49,750	\$287,000	\$296,000
<i>Fringe</i>	\$85,971	\$18,029	\$104,000	\$108,000
<i>Overtime</i>	\$10,335	\$2,165	\$12,500	\$0
<i>Professional and Contract Services</i>	\$166,000	\$60,000	\$226,000	
<i>Travel</i>	\$13,160	\$3,240	\$16,400	
<i>Equipment</i>	\$36,000	\$9,000	\$45,000	
<i>Supplies and Direct Operating Expenses (DOE)</i>	\$162,903	\$35,532	\$198,435	
<b>Total</b>	<b>\$711,619</b>	<b>\$177,716</b>	<b>\$889,335</b>	<b>\$404,000</b>
Cash Match Percentage		24.97%		

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
<b>Personnel</b>						
Program Director / Commander	Investigator/LEO	100	\$0		\$0	\$116,000
Program Manager / Supervisor	Investigator/LEO	100	\$88,452	\$18,548	\$107,000	
Investigator 1	Investigator/LEO	100	\$74,399	\$15,601	\$90,000	
Investigator 2	Investigator/LEO	100	\$74,399	\$15,601	\$90,000	
Investigator 3	Investigator/LEO	100	\$0	\$0	\$0	\$90,000
Investigator 4	Investigator/LEO	100	\$0	\$0	\$0	\$90,000
<b>Total Personnel</b>		<b>600</b>	<b>\$237,250</b>	<b>\$49,750</b>	<b>\$287,000</b>	<b>\$296,000</b>
<b>Fringe</b>						
Program Director / Commander	Investigator/LEO		\$0		\$0	\$40,000
Program Manager / Supervisor	Investigator/LEO		\$29,759	\$6,241	\$36,000	
Investigator 1	Investigator/LEO		\$28,106	\$5,894	\$34,000	
Investigator 2	Investigator/LEO		\$28,106	\$5,894	\$34,000	
Investigator 3	Investigator/LEO		\$0		\$0	\$34,000
Investigator 4	Investigator/LEO		\$0		\$0	\$34,000
<b>Total Fringe</b>			<b>\$85,971</b>	<b>\$18,029</b>	<b>\$104,000</b>	<b>\$108,000</b>
<b>Overtime</b>						
Investigator	Investigator/LEO		\$2,067	\$433	\$2,500	\$0
Investigator	Investigator/LEO		\$2,067	\$433	\$2,500	\$0
Investigator	Investigator/LEO		\$2,067	\$433	\$2,500	
Investigator	Investigator/LEO		\$2,067	\$433	\$2,500	
Program Manager / Supervisor	Investigator/LEO		\$2,067	\$433	\$2,500	
<b>Total Overtime</b>			<b>\$10,335</b>	<b>\$2,165</b>	<b>\$12,500</b>	<b>\$0</b>

Description	Subcategory	Pct Time	MVCPA Funds	Cash Match	Total	In-Kind Match
<b>Professional and Contract Services</b>						
Jefferson County SO Investigator	Investigator/LEO - personnel	100	\$80,000	\$0	\$80,000	
Port Arthur PD Investigator	Investigator/LEO - personnel	100	\$86,000	\$0	\$86,000	
Jefferson County SO Investigator	Investigator/LEO - fringe	100	\$0	\$30,000	\$30,000	
Port Arthur PD Investigator	Investigator/LEO - fringe	100	\$0	\$30,000	\$30,000	
<b>Total Professional and Contract Services</b>		<b>400</b>	<b>\$166,000</b>	<b>\$60,000</b>	<b>\$226,000</b>	
<b>Travel</b>						
Annual TAVTI	Law enforcement In-State		\$4,400	\$1,100	\$5,500	
MVCPA Board Meetings	Law enforcement In-State		\$640	\$160	\$800	
Auto Crime Related Training	Law enforcement In-State		\$2,640	\$660	\$3,300	
Investigative or Administrative	Law enforcement In-State		\$1,240	\$260	\$1,500	
MVCPA Grant Workshop/Board Meeting/Award	Law enforcement In-State		\$4,240	\$1,060	\$5,300	
<b>Total Travel</b>			<b>\$13,160</b>	<b>\$3,240</b>	<b>\$16,400</b>	
<b>Equipment</b>						
1 Task Force Vehicle 1/2 ton Crew cab 4 wheel drive			\$36,000	\$9,000	\$45,000	
<b>Total Equipment</b>			<b>\$36,000</b>	<b>\$9,000</b>	<b>\$45,000</b>	
<b>Supplies and Direct Operating Expenses (DOE)</b>						
Office & Warehouse Lease			\$45,466	\$9,534	\$55,000	
Office Utilities			\$5,456	\$1,144	\$6,600	
Office Field and Operational Supplies			\$9,920	\$2,080	\$12,000	
Office Phone and Data Service			\$5,010	\$1,050	\$6,060	
Bait and Tracking Air Time			\$1,141	\$239	\$1,380	
Cell Phone Service			\$2,877	\$603	\$3,480	
Vehicle Lease 1			\$6,448	\$1,352	\$7,800	
Vehicle Lease 2			\$6,448	\$1,352	\$7,800	
Vehicle Fuel, Maintenance and Repair:BPD			\$40,400	\$10,100	\$50,500	
TAVTI Registration Fees			\$992	\$208	\$1,200	
Uniforms			\$12,499	\$2,621	\$15,120	
Public Education and Awareness (Billboards)			\$26,246	\$5,249	\$31,495	
<b>Total Supplies and Direct Operating Expenses (DOE)</b>			<b>\$162,903</b>	<b>\$35,532</b>	<b>\$198,435</b>	

### Budget Narrative

#### A. Personnel

**Personnel: Commander:** The Task Force commander will hold the rank of Lieutenant of the Beaumont Police Department and serve as the Program Director; oversee all task force personnel and associated task force operations; manage financial affairs pertaining to the grant; compile weekly payroll; direct task priorities, establish expectations and ensure accountability; work jointly with MVCPA, Beaumont Chief of Police, Beaumont CFO Office and its grant coordinator and the program manager to sustain grant compliance and ensure positive outcomes; liaison with officials of participating and coverage agencies; attend appropriate meetings, seminars, training and webinars; administer or supervise any official task force webpage or social media presence; function as the official Task Force spokesperson and media contact; ensure that required MVCPA reports are submitted by the program manager; monitor progress and document accordingly; and delegate assignments to personnel as needed. The Commander will spend 100% of work hours on task force and grant related activities or objectives. The position will be funded as an In-Kind Match. All fringe benefits will be cash matched. Only actual figures will be submitted. **Supervisor:** The Task Force supervisor will hold the rank of Sergeant of the Beaumont Police Department and serve as the Program Manager; supervise task force investigators, monitor law enforcement activities in a front line basis, schedule personnel, set goals, manage after hour callouts, review and assign offense reports; analyze intelligence for trends or patterns; complete paperwork, organize special operations, including overt and covert activities as well as proactive enforcement; assess risk; assign tasks and data collection reports to investigators; compile and draft activity summaries for periodic



### Budget Narrative

reports; complete and submit MVCPA quarterly reports; assist investigators, and perform additional duties or assignments as directed by the Program Director. The supervisor will dedicate 100% of work hours to task force duties or functions. The position will be shown as an in-kind match based on actual figures. Beaumont Police Investigators (1-4): The BPD investigators will conduct investigations of auto-related cases as assigned, prepare and present completed cases to the District Attorney identify and develop suspects; recover stolen vehicles and property associated with auto-related crimes; write, get approved and execute appropriate search warrants; assist with other cases outside of Beaumont within the coverage area, as well as, assisting with any cases outside that area that will further investigations for the task force, or with other auto theft task forces / agencies, that further the mission of reducing motor vehicle crimes in the State of Texas. They will also make recommendations to the task force supervisor on special operations based on intelligence and trends, liaison and convey intelligence to the appropriate agencies in and out of the coverage area, complete seizure and auction paperwork, assist with special operations; Conduct 68(A) inspections, salvage yard and repair shop inspections; and complete other duties and assignments assigned by the Program Manager or Program Director. Pursuant to Taskforce goals and MVCPA expectations, as individually assigned, investigators will also develop and present crime prevention and awareness presentations; conduct media interviews; disseminate public information on taskforce accomplishments or cases; upon approval by Commander or Supervisor, issue official press releases to media or agency public relations; email suspect BOLO reports inter-departmentally; attend relevant neighborhood association or community-led meetings; liaison with participating agencies; obtain and maintain crime statistics for coverage areas; as appropriate, mail or email case update notices to crime victims; assist other task force personnel with assigned duties including investigations, inspections, and back up; maintain all surveillance equipment and assist with its use during investigations or covert operations; cooperate with probation and parole offices to stay informed of the statuses of known auto crime recidivists; coordinate and conduct inspections of salvage dealers and repair shops within the scope of the taskforce jurisdiction as priorities permit; monitor local auctions where insurance-totaled vehicles are sold; in conjunction with the Supervisor, organize covert sting operations as needed to identify illegal activities by salvage dealers or repair shops; coordinate and conduct VTR-68A inspections; complete seizure paperwork, organize seized property inventory, prepare seized property for auction, and work closely with personnel who are associated with the process; and, complete other assignments as directed by the Supervisor or Commander. All fringe benefits will be cash-matched. All BPD investigators will devote 100% of work hours toward auto-crime and grant-related activities. Two (2) BPD salaries will be funded by MVCPA and two (2) will be an in-kind match. Only actual figures will be submitted.

#### B. Fringe

Fringe: Fringe benefits include FICA, retirement withholding, and health insurance. City of Beaumont withholds FICA - Med at rate of 1.45% (except a Sgt. who was hired before April 1, 1986). TMRS Retirement withholdings including agency contributions: City of Beaumont (19.47% Rate). Total Fringe with health insurance varies per employee and may exceed the estimated amount of \$36,000, which represents a maximum approximate cash match of roughly 43% per taskforce participant. Only actual figures will be submitted.

#### C. Overtime

In most circumstances, task force personnel will flex hours to accommodate events or unexpected incidents that require an extended period of work beyond what is scheduled. There are however occasions where overtime will be required and unavoidable due to the complexity of an incident; the hour it originated; the inability to flex the time due to personnel already having met the 40-hour limitation per week; or, stipulations of a Collective Bargaining Labor Contract. During the 2022-2024 grant, task force personnel were paid \$21,247.00 for overtime involving motor vehicle crime investigations, surveillance and direct grant related activities. Salaries have risen and given the average of \$11,000.00 per year in overtime, it could be reasonably forecast that there would be approximately the same amount of overtime expended in the upcoming grant year. That would equate to approximately \$2,500 per investigator / Program Manager / Supervisor per year.

#### D. Professional and Contract Services

Professional and Contract Services: The Investigators (PAPD, JCSO) will lead investigations of auto-related cases as assigned by each investigator's respective agency; prepare and present completed cases to the District Attorney; identify and develop suspects; recover stolen vehicles and auto-crime property; prepare and execute applicable search warrants; complete seizure paperwork; make recommendations to the Supervisor on special projects based on identifiable trends; forward information on suspects and trends to the Supervisor; assist with special projects and operations; complete any data collection reports as assigned by Supervisor; assist with 68A inspections and inspections of salvage yards and repair shops when necessary; and, complete other duties or assignments as directed. All contracted Task Force Officers will assist on auto-related cases and operations within coverage jurisdiction. JCSO and PAPD salaries will be fully funded by MVCPA. Only actual figures will be submitted. Fringe benefits include FICA, retirement withholding, and health insurance for all contributing agencies. Workers Compensation and TEC figures for Jefferson County and the City of Port Arthur. Workers Comp and TEC are figured together for Jefferson County at 5% whereas The City of Port Arthur is at 2% (WC) and 4% (TEC) respectively. FICA is withheld at a rate of 7.65%. Retirement withholdings including agency contributions are taken at the following rates: Jefferson County (14.9%), City of Port Arthur (13.1%). Health insurance for Jefferson County will be about \$15,000 for FY24 and Port Arthur will be about \$16,000 for FY24. Participating agencies are expected to submit only actual figures up to a maximum cash match up to \$30,000 for PAPD and JCSO.

#### E. Travel

The Annual TAVTI Conference / Board Meeting (\$5500): Estimated price is \$135 per room per night (\$675 per week per person for 5 nights and 6 attendees; one attendee has lodging paid for by TAVTI, due to a position on the TAVTI Executive Board, but does not include per diem) for a total of \$3375 for lodging. The estimate for per diem is based on the current GSA for Dallas at \$70 per day per person (\$70 x 5 x 6 = \$2100). The conference attendees would include Task Force investigators, the supervisor and the commander, all of which are law enforcement personnel and are funded by the grant, cash matched or in-kind matched. MVCPA Workshops / Board Meetings (\$1000): Estimated price per night \$150 per room. Estimating the budget for potentially three separate occasions. One room for 3 nights (3 x 150 = \$450). The current GSA (2023) per diem rate for Austin is estimated at \$64 a day per person (\$64 x 3 = 192). Attendees would include the program manager or the program director, who are law enforcement personnel whose salaries are completely funded by grant funds or in-kind match. Auto Theft Training (\$3300): Potential training for any newly assigned investigator(s) or other training suitable for current task force members. Estimated price per night is \$150 per room. One room for five nights (\$150 x 5 = 750) and estimating for the possibility of three training opportunities (3 x \$750 = \$2250). Per Diem estimated at \$64 per person (64 x 5 x 3 attendees = \$960). Estimated training fees of \$650. Attendees would include any task force member in need of training who is either funded directly by the grant, cash matched or an in-kind match of the grant. Only actual figures will be submitted

**Budget Narrative**

if this line item is used. Unplanned Investigative or Administrative Travel (\$1500): During the course of the grant year, unplanned meetings may be scheduled or investigations lead out of town and become an unfunded expense. If needed, only law enforcement personnel listed on the MVCPA grant will use these funds for purposes that have been approved prior to any travel. These purposes will be directly related to fulfilling grant objectives or purposes. These funds are being designated to prevent budget adjustments for unexpected travel. Only actual costs, if any, will be filed for reimbursement. MVCPA Grant Workshop / Training / Board Meeting / Grant Award (\$5300): Attendees will be law enforcement task force members and at least one Financial Officer that oversees the grant for the City of Beaumont. Four attendees which are the Program Director, Program Manager and two task force investigators and at least one civilian financial officer from the City of Beaumont that oversees the grant. Room price is estimated at \$150 per night. (\$150 x 5 x 5 = \$3750) Per diem is estimated at \$59 per person per day (\$59 x 5 x 5 = \$1,475). These are estimates, not allocations. Only actual costs will be submitted for reimbursement.

**F. Equipment**

Task Force vehicle for Port Arthur Investigator. Current vehicle is over 170,000 miles.

**G. Supplies and Direct Operating Expenses (DOE)**

Supplies and Direct Operating Expenses (DOE): Office Lease (\$55,000): The current lease is for two neighboring sections of the same building, owned by the same lessor. One section (Suite C) is office space for investigators and a portion is garage space, which houses a vehicle lift used for assistance in vehicle inspections and / or investigations. The other section (Suite D) is warehouse space for storage of seized property pending court dispositions, recovered stolen property, task force vehicles, other task force property, such as tools, equipment and other supplies. Based on the current lease, monthly payments are \$4,407, with any potential increase capped at \$55,000 per year. Office Utilities (\$6,600): Electricity, natural gas and water utilities for the two adjacent suites (C and D) average is approximately \$550 per month for a total annual cost of \$6,600. This is an estimate, not an allocation. Only actual costs will be submitted for reimbursement. Office, Field and Operational Supplies (\$12,000): These funds are utilized to procure standard office supplies such as printing paper, photo paper, digital storage media, toner, printer ink cartridges, materials for presentations, binding services, ink pens, letterhead, business cards and other essential office supplies. This is also for field and operational supplies which are needed such as paper towels, degreaser, paint stripper, paint, sandpaper, sanding blocks, acid restoration ingredients, hand cleaner, OBDII readers, computer accessories, vehicle accessories, mechanical tools, grinding wheels, disposable gloves, Task Force logo outerwear, digital graphics, website fees, signage, postage, shipping expenses, mechanical vehicle repair during travel, certified scale fees and any other non-inventory supplies needed for task force operations or duties. This line item is intended as a readily accessible fund for unexpected expenses to assist the task force without budget adjustments. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Office Phone & Data Service (\$6,060) This expense is for the multiple business lines (office phones and internet service) and a designated secure data line for city and county computers. The following are estimates of average usages and are not allocations. Only actual expenses will be submitted for reimbursement. Bait and Tracking Air Time (\$1,380): The Task Force bait vehicle system will require monthly GPRS communication. The Task Force also intends to operate a web-based camera system and tracker that each require purchased air time. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Cell Phone Service (\$3,480): Service cost based on reasonable monthly average allowance of \$40 per month. There are eight task force members, which would total \$3,840 annually. These are estimates, not allocations. Only actual costs will be submitted for reimbursement. Vehicle Lease 1 (\$7,800) & Vehicle Lease 2: The vehicle lease is calculated at \$650 per month based on a local dealer estimate for a statewide leasing program to law enforcement agencies. The Beaumont Police Department currently provides two lease vehicles for investigators as part of the Task Force fleet. Both will be submitted for reimbursement. Fuel, Maintenance, & Repair (\$50,500): Fuel costs are estimated based on 14,000 miles per year, 14 miles per gallon @ \$3.06 per gallon, totaling approximately \$3,000 per vehicle per year. Oil changes and other maintenance costs are estimated at \$2,600 per vehicle per year to include expendables such as tires, brakes, shocks, or other necessary repairs. Combining estimates result in an average cost of \$5600 per year multiplied by nine (9) vehicles totaling \$50,500. Only actual costs will be submitted for reimbursement. TAVTI Conference Registration Fees (\$1200): Fees for up to six (6) taskforce members to attend the annual conference. Uniforms and clothing allowance provided by the City of Beaumont (\$12,499) in accordance with the collective bargaining agreement for 6 Beaumont officers is \$2,083.00 per officer per year (6 x 2,083 = 12,499). Only actual costs will be submitted for reimbursement. Public Education and Awareness Billboard Campaign (\$26,246) This campaign will be geared toward educating the public and increasing awareness of how to avoid becoming a victim of Motor Vehicle Crimes. The strategy is to focus on motor vehicle owners, hence the billboards, which will be in high profile areas of the freeways and roadways in the coverage area. The billboards will convey messages to citizens to remember and practice locking vehicles, taking valuable items out of vehicles, especially firearms, taking keys out of vehicles and not leaving vehicles running. The campaign will involve rotating billboards to new locations and digital billboards.

**Revenue**

Indicate Source of Cash and In-Kind Matches for the proposed program. Click on links to go to match detail pages for entry of data.

**Source of Cash Match**

Grantee - City of Beaumont	Grantee	\$117,716
Sub-Grantee - Jefferson County	Subgrantee	\$30,000
Sub-Grantee - Port Arthur	Subgrantee	\$30,000
<b>Total Cash Match</b>		<b>\$177,716</b>

**Source of In-Kind Match**

Grantee - City of Beaumont	Grantee	\$404,000.00
<b>Total In-Kind Match</b>		<b>\$404,000.00</b>

**Statistics to Support Grant Problem Statement**

Reported Cases  Jurisdiction	2021			2022		
	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)	Motor Vehicle Theft (MVT)	Burglary from Motor Vehicle (BMV)	Fraud-Related Motor Vehicle Crime (FRMVC)
Beaumont	381	725	0	361	761	7
Port Arthur	154	194	0	115	232	0
Jefferson County	61	40	0	44	62	0
Orange	47	59	0	46	48	0
Orange County	63	122	0	80	66	0
Hardin County	58	44	0	37	29	0
Jasper	16	32	0	12	28	0
Jasper County	28	0	0	14	14	0
Lumberton	6	11	0	9	28	0
Groves	30	26	0	22	24	0
Nederland	26	39	0	32	51	0
Silsbee	13	0	0	5	8	0
Sour Lake	2	2	0	2	1	0
Kountze	3	0	0	6	12	0
Port Neches	16	35	0	24	29	0
Lamar University	4	0	0	1	0	0
West Orange	11	0	0	5	0	0
Vidor	29	0	0	26	27	0
Pinehurst	6	0	0	5	0	0
Bridge City	8	20	0	10	10	0

### Application Narrative

#### Grant Introduction (Executive Summary) and General Information

- 1.1 Briefly describe the organization and program operation. Provide a high level summary to the application and how it will affect the local community. (500 words or less)

*The Southeast Texas Auto Theft Task Force has provided a multi-agency, multi-jurisdictional effort to reduce motor vehicle crimes within Jefferson, Orange, Hardin, and Jasper Counties since 1993. The Task Force is staffed by sworn personnel from Beaumont Police Department, Port Arthur Police Department and the Jefferson County Sheriff's Office. The Southeast Auto Theft Task Force has and will continue to combat the incidence of motor vehicle crimes and make an impact on the communities in the project area by, developing suspects through the use of intelligence gathering from case intake and law enforcement, information received and/or solicited from the community, analyzing crime patterns and trends and acting on the intelligence gathered. The actions include, but are not limited to, surveillance, covert operations, internet sources, other law enforcement agencies, Crime Stoppers program, use of the media, salvage and repair business inspections and VTR68(A) inspections. The goal as always is to reduce the occurrence of motor vehicle crimes in the project area by identifying and arresting the actors in these crimes, as well as recovering stolen property. The Task Force will also work with the Judicial system to see that the cases presented, are thoroughly investigated and offenders are prosecuted to the fullest extent possible. Crime prevention awareness and education presentations and involvement in the community through other law enforcement events and programs, will be utilized in order to promote the message of preventing and reducing motor vehicle crimes to the citizens of our communities. The task force will also use a billboard advertising campaign to bring attention to Motor Vehicle Crimes. This campaign will address Motor Vehicle Theft and Burglary of a Motor Vehicle crime prevention tips.*

*These efforts have and will continue to have an impact on the citizens and businesses in the project area, by reducing the incidence of motor vehicle crimes, ensuring thorough investigation and prosecution of offenders, educating the citizens on how to reduce the chances of being a victim and continuing relationships with the law enforcement agencies in and out of the coverage area, allowing our communities to have a safe and more secure quality of life.*

- 1.2 Describe the taskforce governing, organization and command structures. Include a description of the nature of support and agreements that will be in place if the grant is awarded. Provide any details unique to the taskforce organization or geographical target area. Describe whether any part of this grant will be directed to serve a specific target population (or subset of the community)?

*The Southeast Texas Auto Theft Task Force is a part of the Beaumont Police Department Criminal Investigations Division. There is a Captain of the Division, with Lieutenants over the units in the Division. The Auto Theft Task Force has a Lieutenant over the unit, that is also designated as the Commander / Program Director. The Lieutenant is responsible for oversight of all aspects of the Auto Theft Task Force and the grant. The Task Force Commander has a Sergeant that is designated as the Supervisor / Program Manager. The Sergeant is responsible for case assignments, monthly reports, quarterly progress reports and all other daily / weekly / monthly supervisory duties pertaining to case investigations, proposed activities or operations which further the grant goals and ensure that*

they are met. Investigators are responsible for case investigations and all other duties that are assigned. There are four investigators from the Beaumont Police Department, one investigator from the Jefferson County Sheriff's Department and one investigator from the Port Arthur Police Department.

There will be Interlocal agreements in place with each of the four counties included in the coverage area, as well as the participating sub-grantee Departments, Jefferson County Sheriff's Department and Port Arthur Police Department. There will also be letters of agreement with the District Attorney's of each county in the coverage area.

The four-county project area is comprised of numerous communities and according to the most recent US Census estimate (2020) the counties have a combined population of approximately 430,000, with nearly 60% residing in Jefferson County. The four-county project area is located in the southeast corner of the state, with a combined area of 2,361 square miles. There are 20 law enforcement agencies in the coverage area. The major roadways which bisect the coverage area are as follows: Interstate 10 goes directly through Orange and Jefferson Counties, and is the major southern coast to coast interstate highway in the United States. Highway 90 is also a major highway which cuts through the center of the City of Beaumont east to west. State Highway 105 also comes through Beaumont from the northwest. Highway 69/96/287 is the major north south highway coming directly through Jasper and Hardin counties into Beaumont and Port Arthur. There is also Highway 73, which runs south closer to the coast of the Gulf of Mexico. The Port of Beaumont, the port of Port Arthur and the Port of Orange are also in the coverage area. The Coverage area is bounded by the Gulf of Mexico to the south and the Neches and Sabine Rivers to the East and abuts the Louisiana state line in Orange County. Beaumont is the largest city along Interstate 10 between Houston and Baton Rouge, LA. There are over 100,000 vehicles per day that pass through the city limits of Beaumont on Interstate 10. (TXDOT TTP Web Viewer AADT)

TXDOT reported there were over 390,000 vehicles registered within our four-county coverage area in 2021. More than half of these vehicles are in Jefferson County, which is primarily urban and suburban areas. There were 962 auto thefts reported in the four-county project area for 2021 and 856 auto thefts reported for 2022. (Numbers obtained from Texas DPS Crime in Texas On- Line)

The entire population of the coverage area will be served by the task force. The amount of service will be dictated by the need for assistance from agencies in the coverage area, investigations that lead to different specific areas and on the rise or fall in the frequency of motor vehicle crimes in that specific community or geographic area.

#### Grant Problem Statement

- 2.1 Provide an assessment of the burglary from a motor vehicle (including theft of parts) problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

There were more than 3400 auto burglaries and thefts from vehicles reported in the coverage area during 2021-2022. This coupled with the tremendous increase in catalytic converter thefts over the same time period, equates to a huge financial loss for the citizens of the coverage area. Just in the City Limits of Beaumont, there were 255 reports of theft of Motor Vehicle Parts, which included the theft of catalytic converters from 289 vehicles in 2021. There were 365 reports of Theft of Motor Vehicle Parts in the City of Beaumont and over 350 vehicles involved in reports of Catalytic Converter thefts in 2022, averaging out to just under one theft per day for everyday of the calendar year. There was a slight reduction in auto burglaries for the entire project area in 2022, however, catalytic converter thefts showed a substantial increase for the same time period. Numbers for theft of parts from motor vehicles has proven to be very difficult to obtain from the agencies, as some are reported as theft of precious metal and some are reported as theft (Larceny). The NIBRS system has been down for over a month and not accessible. The auto burglary trends that have been noted in the past still remain the same. Unlocked car doors are the vast majority of the auto burglaries reported and firearms, cash, electronics, purses, backpacks and credit cards are all higher priority targets. Between January 1st and April 25th, just in the City of Beaumont, there were 271 auto burglaries reported and 58 firearms were reported stolen from those incidents. That means more than twenty percent of the auto burglaries reported thus far in 2023, involved the theft of a firearm. Only 10 of the auto burglaries reported, where firearms were taken, involved forced entry. That means more than 85% of all firearms taken in auto burglaries were taken from unlocked vehicles.

Predatory theft from vehicles has remained steady, though it is down somewhat from years past. There was an evolution here from only targeting victims leaving banks or financial institutions. Offenders began targeting victims using outdoor exercise venues, by sitting in the parking lots of these facilities such as parks, Hike and Bike trails and gym parking lots, during the Covid-19 pandemic. These incidents targeted mainly, purses, wallets, and cash, as well as other valuables. The offenders use the same method, watching potential victims park, then waiting to see if a wallet or purse was hidden while they observed. The offenders would then either walk over and look in the vehicle, or drive over and park next to the victims vehicle and use the vehicles as concealment. Once the vehicle was entered, generally by breaking the glass, the actors would take the property and leave the area. If there were credit cards, the actors would go to nearby stores and make fraudulent purchases. Many times the victim would receive notifications on their phones of the transactions, while they were still exercising. Task Force investigators collaborate with the Beaumont Police Department Fraud Unit in these investigations in an effort to identify these actors. This type of predatory theft has continued, though it has dropped off somewhat, during the past year.

Juveniles continue to be a pervasive problem, working in groups and "Car-Hopping" through parking lots and neighborhoods. These juvenile offenders are responsible for a large amount of the firearm thefts and as stated in the past, difficult to identify and very rarely serve any time in a correctional facility. These stolen firearms have been and are being used in drive-by shootings and other juvenile gang violence.

The Southeast Texas Auto Theft Task Force works diligently with the Juvenile Division of the Beaumont Police Department and has had good success by collaborating on the juvenile crime issue, pertaining to the motor vehicle crime problem in the area. This, however, is an on-going issue which is perpetuated every year with new offenders and repeat offenders as they become adults.

2.2 Provide an assessment of the motor vehicle theft problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

*The Southeast Texas Auto Theft Task Force coverage area did experience a slight reduction in Motor Vehicle Theft between 2021 and 2022. There were 937 Motor Vehicle Thefts reported in the coverage area in 2021 and 856 were reported in 2022. This is approximately an 11% reduction in reported Motor Vehicle Thefts. The reduction in part, can be attributed to a large scale investigation that the task force conducted, targeting a prolific criminal organization. This included the theft of over 50 heavy duty trucks and involved a white supremacy criminal gang. Most of these thefts were older model trucks and the steering column was broken to facilitate the theft. This investigation resulted in a Federal case being filed and the US Attorneys Office and the FBI are still pursuing the case in an investigatory capacity. Some jurisdictions in the coverage area did see a slight increase, mostly in the smaller jurisdictions, involving juvenile gangs that were stealing vehicles and going to the smaller cities in the coverage area. The offenders would then steal other vehicles and use them to commit mass / serial auto burglaries, auto thefts and other crimes. Many of these juvenile actors were identified and apprehended with the assistance of the task force and collaboration with the other agencies in the coverage area. Kia and Hyundai thefts also figure in to some of the motor vehicle theft increases. This also is a crime committed almost exclusively by juvenile offenders. These types of Motor Vehicle Thefts are usually committed and successful without the vehicle key. The majority of the other thefts reported are with keys, or proximity key FOB's left in the vehicle. Juveniles and juvenile gangs are still a factor and have required task force personnel to maintain a constant intelligence exchange with the juvenile division of the Beaumont Police Department, in order to target and identify these juvenile actors. The Southeast Texas Auto Theft Task Force has worked extensively with the Jefferson County DA's Office as well as the other Counties DA's Offices and has made headway in getting cases that have been presented, accepted by the DA's in the coverage area. The real issue is getting sentencing commensurate with the crimes. Convictions on good cases are occurring, the length of the terms of confinement are not increasing overall, creating the "In-and Out" for offenders of Motor Vehicle Crimes. The same holds true in the Juvenile system. Motor Vehicle Thefts disrupt everyday life for the working men and women in the communities that the Southeast Texas Auto Theft Task Force serves. The citizens not only feel less secure, they also are forced into circumstances that cause them to miss work, the ability to get their children to school, even being able to get food for their families. Businesses also suffer from the inability to continue providing the services that they would normally supply, thereby affecting other businesses as well, causing a domino effect and in some instances crippling a business or independent businessman, whose sole means of providing the service is the vehicle that was stolen. This equates to an enormous economic impact on the citizens and businesses in the coverage area.*

2.3 Provide an assessment of the fraud-related motor vehicle crime problem in the coverage area of this application. Include loss data consistent with the reported incident numbers above.

*The Southeast Texas Auto Theft Task Force has not noticed an uptick in Fraud Related Motor Vehicle Crimes over the past years. There were some title frauds, some insurance frauds and VIN frauds (Clones from out of the area). The 2022 grant year showed only seven fraud cases investigated by the task force. This number has already been surpassed in the 2023 grant year. The most recent cases involved "Cloned" vehicles from outside the coverage area. These types of cases seem to be on the rise and involve vehicles from the Houston area as well. The dealerships in the coverage area have mainly dealt with "Key FOB Swaps", and rarely have any fraudulent purchases, though a few have occurred. With the increase of internet sales from dealerships, remarkably, this area has seen very few cases arise from these sales. Title frauds have been minimal and almost all of the cases in the past have been vehicles purchased in Houston and brought to the Beaumont area to be registered, where it was discovered that the title was in fact fraudulent.*

2.4 Provide an assessment of motor vehicle crime not covered above like insurance fraud, preventing stolen vehicles from entering Mexico, bridge/port stolen vehicle export crime, disruption of cartels and organized criminal enterprises related to motor vehicle crime, etc...

*The Port of Beaumont has its own Police Department as well as the Jefferson County Marine Unit and the U.S. Coast Guard, which patrols the Port of Beaumont and the Neches and Sabine Rivers. These rivers are the inlets from the Gulf of Mexico which actually puts the Port of Beaumont, 42 miles inland and is still a deep water Port. The Port of Beaumont is also served by three rail carriers, BNSF, Kansas City Southern and Union Pacific. The Port of Beaumont is primarily a bulk cargo port, meaning very few if any vehicles go through the port for transport. The vehicles that do go through the port are almost exclusively U.S. Military vehicles. The Port of Beaumont is one of the main ports in the nation used for Military equipment transportation due to its location on the Gulf of Mexico and it is the Headquarters for the U.S. Army's 842nd Transportation Battalion, which specializes in port logistics. The Southeast Texas Auto Theft Task Force has a working relationship with the Port Police and are rarely, if ever, called upon by them in regard to a vehicle of interest. This is due to the type of cargo that enters and exits the port.*

### Grant Goals and Activities

There are two parts to this section: 1) Functions of Proposed Program and 2) Goals Strategies and Activities (GSA). In the following boxes, describe the functions of the proposed program and then complete a fillable form called GSA.

MVCPA programs must completely describe the actions, methods and tactics that law enforcement and civilian staff will perform for each of the categories below. Describe the reliance on technology or other program elements to solve the problem statement above and goals below. Functions must be detailed and consistent with the requested budget. If a grant is awarded, funds expended towards activities not described in this section will result in the reimbursement being denied.

#### Part 1

3.1 Functions of the proposed program related to burglary from a motor vehicle (including theft of parts)

*The Southeast Texas Auto Theft Task Force will utilize multiple Strategies, Goals and Activities to reduce the incidence of Burglary of a Motor Vehicle and Theft From a Motor Vehicle in a comprehensive program to confront and reduce the problem.*

*Strategy: Reduce the incidence of Burglary of a Motor Vehicle and Theft From a Vehicle / Catalytic Converter Theft*

**Goals: - Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign**

**Activities: Identify and target Offenders and Prolific Offenders:** Offenders in motor vehicle burglary and theft from a motor vehicle will be identified through offense reports, intelligence gained from arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, repair shop inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The Beaumont Police Department Crime Analyst is also used to a degree to determine patterns or trends in these offenses. The offenders will be the target of investigations based on the method of the crime, types of vehicles burglarized, property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). Covert operations will be used to target burglary of a motor vehicle offenders, such as, buys of stolen property from auto burglaries and predatory theft ("jagger") bait operations, to identify and determine if there is an organized criminal enterprise involved. Catalytic Converter Theft presents a more involved and difficult plan in addressing this crime. There are numerous individuals working alone and organized criminal rings, committing these thefts. There are no real patterns to follow, such as general time frames, as they occur at all times of the day; geographical areas are unlimited and random; when the crime is committed, the actors are generally not visible, as they are under a vehicle. The property taken is not traceable and may be sold in other states. Therefore, intelligence collection and collaboration with other law enforcement agencies, in and out of the coverage area will be essential. Developing relationships with privately owned businesses, in and out of the coverage area, that deal in catalytic converter sales or purchases, will be needed in order to obtain information or intelligence on potential or confirmed actors in these thefts. That type of networking is already in place and work is being done to expand those contacts.

**Collaboration with other law enforcement agencies and other organizations:** Collaboration with law enforcement agencies in and out of the project area and other MVCPA State Task Forces to determine crime trends, patterns, suspected offenders and recover stolen property, through intelligence sharing. This includes information or intelligence involving juvenile offenders. Assist other agencies with auto crime cases, which involve Burglary of a Motor Vehicle or Theft of Property or Parts from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, to help them understand the scope and importance of the crime(s) and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result.

**Community Crime Prevention and Awareness** is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, and Public Service Announcements through the Beaumont Police Department, along with Social Media and a Billboard advertising Motor Crimes Prevention campaign. The billboard advertising campaign will be as high profile as possible, focusing on Prevention tips to reduce burglary of a motor vehicle and presenting constant reminder via the billboards. The goal will be educating the public on locking vehicles, removing items of value, especially firearms, as well as personal identification, taking the keys out of the vehicle and learning how to reduce the chances of becoming a victim of a Motor Vehicle Crime. This strategy will be to give constant reminders of Motor Vehicle Crime Prevention by a saturation of messages via billboards which specifically target motor vehicle owners in high profile areas along major freeways, and roadways in the coverage area, concentrating on the highest populated areas where exposure will reach the biggest audience.

### 3.2 Functions of the proposed program related to motor vehicle theft.

The Southeast Texas Auto Theft Task Force will employ multiple Strategies, Goals and Activities to reduce the incidence of Motor Vehicle Theft in a comprehensive program to confront and reduce the problem.

**Strategy: Reduce the Incidence of Motor Vehicle Theft**

**Goals: - Identify and Target Offenders and Prolific Offenders - Collect Intelligence - Collaborate with Law Enforcement Agencies and other Organizations - Community Crime Prevention Campaign**

**Activities: Identify and target Offenders and Prolific Offenders:** Offenders involved in motor vehicle theft will be identified through intelligence gained from offense reports, arrests, informants, other law enforcement agencies, surveillance observations, bait vehicle operations, use of the LPR system, repair shop inspections, used car dealership inspections, salvage yard inspections, metal recycler inspections, as well as parts resale location inspections. The Beaumont Police Department Crime Analyst is also used to a degree to determine patterns or trends in these offenses. The offenders would be the target of investigations based on the method of the crime, types of vehicles stolen, other property taken, geographical location of the crimes and any information or evidence pointing to or linking them to the crime(s). The utilization of covert operations, such as surveillance of offenders and buys of stolen vehicles and/or parts to determine the origin and assist in the identification of other offenders or chop shops.

**Collaborate with other law enforcement agencies and other organizations:** Collaborate with law enforcement agencies in and out of the project area, to determine crime trends, patterns, suspected offenders and recover stolen vehicles and other property, through intelligence sharing, including juvenile offenders. Assist other agencies with auto crime cases, which involve Theft of a Motor Vehicle, or Theft of Component Parts from a Motor Vehicle. This collaboration will be necessary in determining if the crimes are being committed by an organized ring, if it is one individual, or a crime of opportunity. The collaboration would include the District Attorney's Offices in the jurisdictions affected, in order to help them understand the scope and importance of the crime(s), and provide any additional information that might be needed to properly prosecute the offender(s) for maximum result. The collaboration would also include working with other MVCPA State Task forces, NICB and insurance companies on insurance fraud cases, cargo thefts, and cloned or altered vehicles. It would also entail working with the Texas Department of Motor Vehicles and local tax offices on fraudulent titles, and conducting 68A inspections, to determine if vehicles are stolen.



*Community Crime Prevention and Awareness is a component of the overall program. Information and instruction for the public is important to aid in the prevention of even one auto related crime. The Task Force will continue the efforts to educate the public in as many forums as are available; Neighborhood Association Meetings, Civic Organizations, Citizens Police Academy, Media Interviews, Police / Community Events, and Public Service Announcements through the Beaumont Police Department, along with Social Media and a billboard advertising campaign. The billboard advertising campaign will be as high profile as possible, focusing on Prevention tips to reduce Motor Vehicle Theft, presenting constant reminders via the billboards. The goal will be educating the public on locking vehicles, removing items of value, especially firearms, as well as personal identification, taking the keys out of the vehicle and learning how to reduce the chances of becoming a victim of a Motor Vehicle Crime. This strategy will be to give constant reminders of Motor Vehicle Crime Prevention by a saturation of messages via billboards, which specifically target motor vehicle owners, in high profile areas along major freeways, and roadways in the coverage area, concentrating on the highest populated areas where exposure will reach the biggest audience. Messages that inform citizens and citizens will hopefully practice, taking the keys out of their vehicles, not leaving their vehicles running unattended, locking their vehicles and not leaving important personal identification and / or vehicle titles in the vehicle. This would include not buying vehicles without a title.*

### 3.3 Functions of the proposed program related to fraud-related motor vehicle crime (such as title and registration fraud)

*The Southeast Texas Auto Theft Task Force will Identify and Target Offenders and Prolific Offenders involved in Fraud Related Motor Vehicle Crimes. These actors will be identified through Intelligence gained from arrests, Informants, other Law Enforcement Agencies and Anonymous Tips with corroboration of the information received. The Task Force will utilize LPR's and data-mining to Develop and Identify Offenders, as well as, 68(A) inspections and NICB.*

*The Offenders will be Targets of investigations based on the Method of the crime, types of Vehicles stolen, where the vehicle is recovered and any information pointing to or linking the offender(s) to the crime(s). The Task Force will utilize covert operations to target offenders of these crimes, to include buying stolen vehicles using the internet, using undercover operatives to target Fraud-Related Motor Vehicle Theft offenders. The objective of these investigations will be to Identify, arrest and charge the actors, as well as determining if there is a criminal nexus to any organized criminal enterprises, which would broaden the investigations to reveal as many offenders as possible. The use of legally obtained search warrants for places, things, phones, phone records and other data bases will be employed to thoroughly investigate the cases, as well as tracking orders and other surveillance techniques as needed.*

*The Southeast Texas Auto Theft Task Force will Collaborate with Law Enforcement Agencies both in and out of the Project area, Other MVCPA State Task Forces, Tax Offices, TXDMV, NICB and Insurance Companies to ascertain crime trends, patterns, suspected offenders, recover stolen vehicles, property and share intelligence. The collaboration will include assisting other law enforcement agencies with Motor Vehicle Thefts. By doing so, essential intelligence and information can be used to determine if the crimes are being committed by individual or an Organized Criminal Network. The Task Force will also collaborate with District Attorney's Offices in the affected jurisdictions to help them understand the scope and importance of the crime(s) and provide additional information or expertise that would aid in the effective prosecution of the offender to provide a positive outcome for the victims, the community, the State of Texas and insurance companies as well.*

*The Southeast Texas Auto Theft Task Force will also conduct Law Enforcement and Community Education Awareness Presentations / Classes. The purpose of the presentations for Law Enforcement would be to increase their knowledge and awareness of Fraud-Related motor vehicle crime information, pertaining to trends in fraudulent titles, Registration Fraud, Insurance Fraud, Odometer Fraud, Vin Fraud and Identity Fraud Sales. The information presented to Law Enforcement officers will deal directly with detection and prevention of Fraud-Related Motor Vehicle Crimes. This would also allow officers to relay information to citizens personally and further educate the community about methods to avoid becoming a victim of a Fraud-Related Motor Vehicle Crime.*

*The Southeast Texas Auto Theft Task force has established a good working relationship and rapport with the community that we have served over that last 30 years. The Community Presentations would be used to strengthen that relationship and establish new contacts. Updated, relevant information pertaining to steps citizens can take to avoid becoming a victim of a fraud-related motor vehicle crime, would be presented in an effort to educate the community. This education would help reduce incidences of this type of crime. Things such as, always get a title and look closely at the title when purchasing vehicles from individuals and even dealerships. Also, if the deal looks too good to be true, it usually is. Other things would pertain to how the purchase, such as an internet sale, should be handled to avoid not just fraud, but bodily harm. Driving to pick-up an internet purchase with a large quantity of cash at a location of the sellers choosing is always a very bad idea. The task force would strive to stress the importance of safety and legality to avoid becoming a victim.*

### 3.4 Functions of the proposed program related to preventing motor vehicle crime (motor vehicle theft, burglary from a motor vehicle and fraud-related motor vehicle crime)

*The Southeast Texas Auto Theft Task Force will continue to reach out to the communities in the project area in an effort to increase the awareness and educate the public on the various types of motor vehicle crimes. The focus will remain, as it has been in the past, to instruct citizens in ways to avoid becoming a victim.*

*Motor Vehicle Theft The public will be educated in the manners in which a vehicle can be stolen, without giving away instructions on how to steal a vehicle. Leaving keys or FOB's in vehicles, leaving a vehicle running and unattended, loaning a vehicle and owning a vehicle that is prone to, or easily stolen, are all methods for theft of a vehicle. Keys left in vehicles are the highest percentage of Motor Vehicle Thefts and reiterating this point to the public is a priority. Making sure all keys are accounted for and not leaving a spare in the vehicle. Taking the keys out of the vehicle every time it is left and making sure it is locked. Leaving a vehicle running to warm it up, or cool it off, unattended; Leaving a vehicle running at the store unattended, or leaving the keys laying around in a public place where others have access to them will also be stressed. Vehicles that are prone to being stolen, such as older model trucks, where the steering column can be broken and the vehicle will start. Ideas for steering wheel immobilizing bars could be used, such as the old school "Club". Newer model vehicles such as Kia and Hyundai's can also use a "Club", but more importantly, there are now updates for these vehicles that will prevent easy thefts, which many in the public are not aware of. Presentations to citizens will be conducted*

*in numerous forums, such as using the local media interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements and a billboard advertising campaign stressing the importance of locking your vehicle, taking valuables from the vehicle, especially firearms and never leaving the keys in the vehicle or leaving the vehicle running unattended.*

*Burglary of a Motor Vehicle The public will be educated on the importance of taking valuables, especially firearms, out of the vehicle, leaving nothing in view from the outside of the vehicle, locking the vehicle and taking the keys. The public will receive instruction on personal safety as well. When parking a vehicle, paying attention to the surroundings, parking in well lit or visible areas. Ensuring that when they arrive, they thought ahead and hid or removed any items of value that are not going with them. Predators will wait in parking lots at the mall, gym, grocery store, hike and bike trails, parks, soccer fields, gas pumps or any other place to watch for a victim to hide their purse, laptop, or other items of value after arriving and walk away. The Predator now knows exactly what was hidden and where. When leaving a financial institution victims often walk out with envelopes in their hand. These predators are watching and will follow these victims to their first stop and as soon as the victim walks away, the offenders will strike and take the money that the victim just received. Paying attention to the surroundings, especially when leaving or arriving to a destination will be stressed. Presentations to citizens will be conducted in numerous forums, such as using the local media interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements and a billboard Motor Vehicle Crimes Prevention advertising campaign, focusing on locking vehicles, taking valuables out of the vehicle, especially firearms; never leaving the keys in the vehicle or leaving the vehicle running unattended. The billboards, which will be in high profile areas along freeways and roadways in the coverage area, will target motor vehicle owners and users as they are driving the roadways of the coverage area. The billboards will be rotated and digital billboards will also be employed.*

*Fraud Related Motor Vehicle Crimes Updated, relevant information pertaining to steps citizens can take to avoid becoming a victim of a fraud-related motor vehicle crime, would be presented in an effort to educate the community. This education would help reduce incidences of this type of crime. Things such as, always get a title and look closely at the title when purchasing vehicles from individuals and even dealerships. Also, if the deal looks too good to be true, it usually is. Other things would pertain to how the purchase, such as an internet sale, should be handled to avoid not just fraud, but bodily harm. Driving to pick-up an internet purchase with a large quantity of cash at a location of the sellers choosing is always a very bad idea. The task force would strive to stress the importance of safety and legality to avoid becoming a victim. Presentations to citizens will be conducted in numerous forums, such as using the local media for televised / radio interviews, social media, Neighborhood Association Meetings, Civic group meetings, Church group meetings, Cops and Kids events and Public Service Announcements.*

- 3.5 Functions of the proposed program for other motor vehicle crimes investigations and activities consistent with the statutory requirements (preventing stolen vehicles from entering Mexico, stopping illegal export of stolen vehicle from bridge/ outbound port operations, disruption of cartel or organized criminal enterprises using stolen motor vehicles or fraud related motor vehicle crime, insurance fraud, etc...)

*The Port of Beaumont has its own Police Department as well as the Jefferson County Marine Unit and the U.S. Coast Guard, which patrols the Port of Beaumont and the Neches and Sabine Rivers. These rivers are the inlets from the Gulf of Mexico which actually puts the Port of Beaumont, 42 miles inland and is still a deep water Port. The Port of Beaumont is also served by three rail carriers, BNSF, Kansas City Southern and Union Pacific. The Port of Beaumont is primarily a bulk cargo port, meaning very few if any vehicles go through the port for transport. The vehicles that do go through the port are almost exclusively U.S. Military vehicles. The Port of Beaumont is one of the main ports in the nation used for Military equipment transportation due to its location on the Gulf of Mexico and it is the Headquarters for the U.S. Army's 842nd Transportation Battalion, which specializes in port logistics. The Southeast Texas Auto Theft task Force has a working relationship with the Port Police and are rarely, if ever, called upon by them in regard to a vehicle of interest. This is due to the type of cargo that enters and exits the port.*

- 3.6 Collaboration Effort -- Describe the taskforce method to collaborate, and not duplicate existing activities. Describe the cross boundaries regional approach to grant activity implementation. Describe how the applicant staff and jurisdiction will coordinate with other taskforces and law enforcement agencies to implement this program.

*The Southeast Texas Auto Theft Task Force, for the last 30 years, has established long-running working relationships with all of the law enforcement agencies in the coverage area, as well as taskforces and multiple other law enforcement agencies in the State of Texas, as well as the Federal Justice system. The reputation of the Southeast Texas Auto Theft Task Force is one of dedication, expertise and willingness to help throughout the region, state and even other states. Intelligence sharing and assistance to outside agencies, both in and out of the Project area has created and strengthened these relationships and friendships. The Southeast Texas Auto Theft Task Force has always set the bar high and prioritized the relationships, which are reciprocal. The task force continues to strive to be the best and most reliable task force for assistance and expertise in any type of motor vehicle crime, by constantly striving to be informed of the latest and most accurate motor vehicle crime trends. This expertise extends beyond law enforcement to Judicial agencies as well. The relationships with the four county coverage area District Attorney's Offices are good and cooperation is the "norm" on both sides. These collaborations have involved numerous cases of organized criminal activity as well as individuals and these relationships continue and grow stronger. The Task Force will also collaborate with numerous other state agencies, such as TXDMV, DPS, tax offices and other task forces throughout the state. These collaborations will include 68(A) inspections, title frauds at tax offices, TXDMV field offices and registration issues and crimes that will arise from those agencies. Communication and intelligence sharing with law enforcement and multiple points of contact within the task force, enable the task force to work with other task forces other law enforcement and civilian services related to working on motor vehicle crimes. This communication ensures that duplication of tasks is kept to a minimum.*

- 3.7 If the proposed application requests any exceptions or deviation from any general grant rules, RFA conditions or grant administrative policy, please indicate in the section below. Indicate the section of the specific issue and citation that you are asking the MVCPA to consider and the rationale for the request.

N/A



## Part II

## Goals, Strategies, and Activities

Select Goals, Strategies, and Activity Targets for the proposed program.

Click on the link above and select the method by which statutory measures will be collected. Law Enforcement programs must also estimate targets for the MVCPA predetermined activities. The MVCPA board has determined that grants programs must document specific activities that are appropriate under each of the three goals. Applicants are allowed to write a limited number of user defined activities.

ID	Activity	Measure	Target
<b>Statutory Motor Vehicle Theft Measures Required for all Grantees.</b>			
1.1.15	Increase the recovery rate of stolen motor vehicles	Report the number of vehicles recovered by taskforce	
1.1.16	Increase the clearance rate of MVTs	Report the number of MVT cases cleared	
1.1.17	Increase the number of persons arrested for motor vehicle theft	Report the number of persons arrested for motor vehicle theft by taskforce	
<b>Statutory Burglary of a Motor Vehicle Measures Required for all Grantees</b>			
2.1.12	Increase the clearance rate of motor vehicle burglaries	Report the number of BMV including parts cases cleared	
2.1.13	Increase the number of persons arrested for motor vehicle burglary	Report the number of persons arrested for burglary by taskforce	
<b>Statutory Fraud-Related Motor Vehicle Crime Measures Required for all Grantees</b>			
8.1.1	Increase the clearance rate of fraud-related motor vehicle crime cases.	Report the number of fraud-related motor vehicle cases cleared	
8.1.2	Increase the number of persons arrested for fraud-related motor vehicle crimes.	Report the number of persons arrested for fraud-related motor vehicle crimes	
<b>Measures for Grantees. Add Target values for those that you will measure.</b>			
1	<b>Goal 1: Reduce the Incidence of Motor Vehicle Theft through Enforcement Strategies</b>		
1.1	<b>Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Motor Vehicle Theft</b>		
1.1.1	Identify groups of auto theft offenders through intelligence gathering, crime analysis and the use of informants	Number of MVT groups identified. Include gangs, cartels or other criminal enterprise with two or more members	15
1.1.2	Identify and document/record prolific MVT offenders [Prolific is defined as "linked to MVT offenses three or more times"]	Number identified/documentated offenders	15
1.1.5	Conduct inspections of local businesses related to vehicle enterprise (transportation code or occupation code authorized companies such as salvage yard, repair shop, parts recycling center, used car dealership, salvage rebuilder, title service company, other). (see 1.3.3 to report the number of vehicles inspected in these businesses)	Number of businesses inspected	40
1.1.6	Conduct bait vehicle operations that target MVT offenders	Number of bait vehicle deployments. Include BMV bait operations here.	12
1.1.8	Deploy license plate readers (LPR)	Number of times LPR deployed. Deploy: If stationary unit then total number of days or partial days unit was operable and on. Mobile unit number of days the unit was on and operable.	
1.1.9	Respond to taskforce license plate reader (LPR) alert notifications	Number of times investigators responded to taskforce LPR alert notifications regardless of whether vehicle was located	
1.1.12	Conduct covert operations targeting MVT offenders	Number of covert operations	2
1.1.13	Conduct warrant "round-up" operations targeting motor vehicle crime offenders, including people wanted for MVTs, motor vehicle burglaries, theft of vehicle parts and motor vehicle fraud related crime.	Number of warrant round-up operations performed for MVT, BMV and FRMVC.	
1.1.20	Number of Altered Vehicles Recovered	Report the total number of vehicles recovered with altered Vehicle Identification Number. Note: Please remember that a vehicle recovered must be reported in 1.1.15	
1.2	<b>Strategy 2: Conduct Collaborative Efforts that Result in Reduction of Incidents of Motor Vehicle Theft</b>		
1.2.1	Provide Agency Assists for MVT and motor vehicle related fraud	Number of agency assists related to MVT. Assist means responding or answering questions via phone, e-mail, or in person. Providing	100

ID	Activity	Measure	Target
		<p>recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.</p>	
1.2.2	<p>Collaborate with other units or divisions (i.e. homicide, vice, narcotics, etc.) within the taskforce department(s) where a motor vehicle was used in the commission of the crime (includes identification of vehicles). Include all participating jurisdiction departments here.</p>	<p>Number of times collaborated within departments or SOs participating in taskforce related to MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.</p>	100
1.2.3	<p>Collaborate with all other outside LE agencies and other organizations that assist in the reduction of MVTs. Include all coverage jurisdictions here.</p>	<p>Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of MVT. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of MVTtheft investigations.</p>	100
1.2.5	<p>Conduct intelligence information-sharing (Personal attendance)</p>	<p>Number of intelligence meetings attended (Include attending as presenter, participant or attendee)</p>	30
1.2.6	<p>Conduct intelligence information-sharing (Written information)</p>	<p>Crime analysis bulletins disseminated (include information distributed to law enforcement agencies via text, e-mail, or intra-net communications)</p>	30
1.2.7	<p>Collaborate with other MVCPA taskforces</p>	<p>Number of times collaborated with other MVCPA taskforces that assist in the reduction in MVT, BMV and FRMVC.</p>	10
1.3	<p><b>Strategy 3: Prevent and Reduce the Incidence of Fraud-Related Motor Vehicle Activities</b></p>		
1.3.1	<p>Collaborate with agencies relating to investigation and enforcement of vehicle insurance fraud and FRMVC</p>	<p>Number of collaborations</p>	10
1.3.2	<p>Conduct confidential 68(A) inspections (for TxDMV assignment or reassignment of VIN required by Tx Trans. Code §501.032)</p>	<p>Number of vehicles inspected to complete a TxDMV 68A inspection form per TxDMV (VIN assignment, reassignment, bonded title)</p>	500
1.3.3	<p>Conduct VIN verification inspections. (All other reasons except bridge or port)</p>	<p>Number of vehicles inspected by taskforce to identify the vehicles not reported in confidential (68A) or bridge and port sections.</p>	50
1.3.4	<p>Coordinate with TxDMV/Tax Offices relating to investigation and enforcement of fraudulent titles and registration of stolen vehicles</p>	<p>Number of collaborations with TxDMV HQ, TxDMV Regional Service Centers or County Tax Assessor Collector offices.</p>	15
2	<p><b>Goal 2: Reduce the Incidence of Theft from Motor Vehicles through Enforcement Strategies</b></p>		
2.1	<p><b>Strategy 1: Conduct Activities that Result in the Arrest, Clearance, and Recoveries of Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories</b></p>		
2.1.1	<p>Conduct bait vehicle operations that target vehicle burglary offenders</p>	<p>Number of bait vehicle burglary deployments</p>	12
2.1.2	<p>Identify "prolific BMV offenders" through informants and intelligence [Prolific is defined as "linked to BMV and theft of vehicle parts and accessories offenses three or more times"]</p>	<p>Number of offenders identified</p>	20
2.2	<p><b>Strategy 2: Conduct Collaborative Efforts that Result in the Reduction of Incidents of Theft From a Motor Vehicle</b></p>		
2.2.1	<p>Provide Agency Assists BMV.</p>	<p>Number of agency assists related to BMV or stolen parts. Assist means responding or answering questions via phone, e-mail, or in person. Providing recommendation, guidance, strategy, support or information that other LEOs will use to resolve their cases. The assist generally does not have the direct responsibility for an investigation nor uses LEO authority. The assist helps another LEO or agency investigate cases. Analysts and civilian employees will record their assists to outside LEOs and agencies met here along with officers.</p>	75
2.2.2	<p>Collaborate with other units or divisions within the taskforce department(s) (i.e. homicide, vice, narcotics, etc.) where theft of parts occurred in the commission of the crime (includes identification of vehicle).</p>	<p>Number of times collaborated within departments or SOs participating in taskforce related to BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview</p>	50

ID	Activity	Measure	Target
	Include all participating jurisdiction departments here.	witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of BMV theft investigations.	
2.2.3	Collaborate with all other outside LE agencies and other organizations where theft of parts occurred in the commission of the crime (includes identification of vehicle). Include all coverage jurisdictions here.	Number of times collaborated with coverage area agencies or other law enforcement agencies and organizations that assist in the reduction of BMV or stolen parts. Collaboration means physically using law enforcement resources, tactics and authority to perform activity on cases that draw upon or aid in the investigation intended to further the resolution of any case, identify parties to crime, identify vehicles, interview witnesses/suspects and apprehend suspects. Collaboration will include any help, recommendation, contribution or support requested from or provided to another unit or offered by the taskforce that aids in the furtherance of motor vehicle theft investigations.	100
<b>3 Goal 3: Educate/Train Citizens and Qualified Personnel in Detection and Prevention of Motor Vehicle Theft, Burglary of Motor Vehicles and Theft of Vehicle Parts and Accessories</b>			
<b>3.1 Strategy 1: Conduct Public Awareness Related Activities Used to Educate Citizens</b>			
3.1.1	Conduct educational outreach events (include trade show, exhibits, booths at community events, vehicle displays, brochures, etc.)	Number of outreaches	2
3.1.2	Conduct educational presentations to the public	Number of presentations. Presentation means in person, on-line, original written document, article, or webpage.	10
3.1.4	Conduct vehicle identification initiative/event	Number of etching events. Include windows, component parts, VIN stamps and catalytic converters.	
3.1.4.1	Conduct vehicle identification initiative/event	Number of Participants/Attendees (Vehicles Marked)	
3.1.5	Purchase advertisements in local outlets	Number of advertisements purchased or provided complimentary for taskforce. Include all types of media purchased or provided free (social, tv, utility inserts, billboards, transportation, etc.). Describe in 6.1.1.	
3.1.6	Conduct vehicle report card initiatives.	Number report cards issued	100
3.1.7	Utilize social media outlets (Facebook, Twitter, Instagram, etc.)	Number of postings in social media outlets	30
3.1.8	Deploy outdoor public notification signage	Number of deployments per month (if sign remains several months, count as 1 deployment per month)	12
3.1.10	Conduct media outreach, including, public service announcements, press releases, and interviews	Number of outreaches	10
<b>3.2 Strategy 2: Conduct Law Enforcement Training Activities to Educate Officers on Recognition and Apprehension of Stolen Vehicles and Property</b>			
3.2.1	Conduct law enforcement training (TCOLE)	Number of classes provided for TCOLE credit	1
3.2.3	Conduct vehicle crimes presentations to law enforcement agencies (non TCOLE)	Number of classes or presentations. Presentations may include electronic roll call documents, shift BOLOs and other written or presented materials based on local practices.	10

**Grant Evaluation**

4.1 Describe the local method and/or practice used to collect the data for reporting Goals, Strategies, and Activities and to evaluate the grant program effectiveness. Describe management and staff participation. Include descriptions of systems (forms and software) that will be used to ensure reliable and accurate data is collected and reported. Describe any other evaluation methods used in the applicant agency to determine effectiveness or cost efficiency of the program.

*The local evaluation process establishes accountability and measurement of progress through collection of data and information throughout the chain of command. Investigators are required to keep activity logs and submit monthly reports to the Program Manager. The Task Force Supervisor reviews cases and monitors the activities of investigators. The Program Director oversees the entire operation, including the field supervisor, and maintains records of activity and spending. The Program Director works closely with the Beaumont CFO's grant coordinator and reports as necessary to the department heads of the participating agencies to discuss progress and/or problems.*

*NIBRS data for all agencies within the project area will be closely monitored to determine the overall impact of Task Force efforts. Personal activity logs and specific reports will be maintained to log progress on stated objectives. These include information detailing such things as the number of bail operations, inspections and public awareness initiatives performed. They will also record other items like arrests made, cases filed, vehicles recovered, properties seized NADA and other values of the property, as well as the dispositions of the property upon completion of the cases.*

*Progress of the program will be evaluated monthly. Each investigator will complete a monthly report based on MVCPA reporting categories and the specific strategies, activities and goals of this grant. Each report will be accompanied by documentation supporting*

*the information given. The Project Manager will then compile that information into the quarterly Progress Reports that are forwarded to MVCPA. All other MVCPA required reporting will be completed by the Program Manager, such as the year end progress report.*

4.2 Provide any other suggested measures that would better reflect the law enforcement or prevention work that the proposed program will perform. If the suggested measure fits into one of the stated goals above please indicate.

N/A

#### **TxGMS Standard Assurances by Local Governments**

We acknowledge reviewing the [TxGMS Standard Assurances by Local Governments](#) as promulgated by the Texas Comptroller of Public Accounts and agree to abide by the terms stated therein.

#### **Current Documents in folder**

[Resolution.pdf](#) (5/11/2023 8:33:09 AM)

#### **Certifications**

The certifying official is the authorized official, Kenneth Williams, City Manager.

By submitting this application I certify that I have been designated by my jurisdiction as the authorized official to accept the terms and conditions of the grant. The statements herein are true, complete, and accurate to the best of my knowledge. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties.

By submitting this application I certify that my jurisdiction agrees to comply with all terms and conditions if the grant is awarded and accepted. I further certify that my jurisdiction will comply with all applicable state and federal laws, rules and regulations in the application, acceptance, administration and operation of this grant.

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**Exhibit B**

**FY24 Resolution and Statement of Grant Award and  
Acceptance**

RESOLUTION NO. 23-259

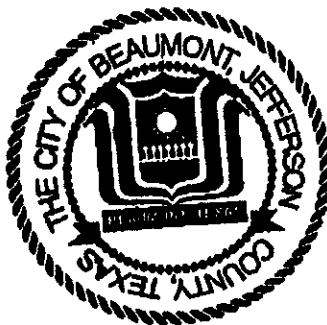
BE IT RESOLVED BY THE CITY COUNCIL

OF THE CITY OF BEAUMONT:

THAT the City Manager be and he is hereby authorized to execute all documents necessary to accept new funding for the Southeast Texas Auto Theft Task Force in the amount of \$889,335.00.

The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

PASSED BY THE CITY COUNCIL of the City of Beaumont this the 19th day of September, 2023.



- Mayor Roy West -





**FY24 Motor Vehicle Crime Prevention Authority  
Statement of Taskforce Grant Award and Grantee Acceptance Notice**

Grant Number: **608-24-1230100**  
 Grantee: **City of Beaumont**  
 Program Title: **Southeast Texas Auto Theft Task Force**  
 Grant Award Amount: **\$711,619**  
 Total Cash Match Amount: **\$177,716**  
 In-Kind Match Amount: **\$404,000**  
 Reimbursement Percent\*: **80.02%**  
 Grant Term: **September 1, 2023 to August 31, 2024**

**Grant Budget Summary: City of Beaumont (App ID: 220)**

Budget Category	MVCPA Expenditures	Cash Match Expenditures	Total Expenditures	In-Kind Match
Personnel	\$237,250	\$49,750	\$287,000	\$296,000
Fringe	\$85,971	\$18,029	\$104,000	\$108,000
Overtime	\$10,335	\$2,165	\$12,500	\$0
Professional and Contract Services	\$166,000	\$60,000	\$226,000	
Travel	\$13,160	\$3,240	\$16,400	
Equipment	\$36,000	\$9,000	\$45,000	
Supplies and Direct Operating Expenses (DOE)	\$162,903	\$35,532	\$198,435	
<b>Totals</b>	<b>\$711,619</b>	<b>\$177,716</b>	<b>\$889,335</b>	<b>\$404,000</b>

\*Reimbursement Percent: 80.02% - \$711,619-MVCPA Amt / (\$889,335-MVCPA Amt. plus \$177,716-Cash Match)

That whereas, **City of Beaumont** (hereinafter referred to as Grantee), has heretofore submitted a grant application in response to the Request for Application issued on March 13, 2023, to the Motor Vehicle Crime Prevention Authority, State of Texas, entitled **Southeast Texas Auto Theft Task Force** and further identified by grant number **608-24-1230100** and

Whereas, the Motor Vehicle Crime Prevention Authority has approved the grant application as evidenced by this FY24 Statement of Grant Award and certain special requirements from the Motor Vehicle Crime Prevention Authority dated **08/29/2023** and

Whereas, the Grantee desires to accept the FY24 grant award and use all funds for purposes and in compliance with the following requirements that are adopted in their entirety by reference:

- Texas Transportation Code Chapter 1006;
- Texas Administrative Code: Title 43; Part 3; Chapter 57;
- Texas Grant Management Standards (TxGMS) as promulgated by the Texas Comptroller of Public Accounts including TxGMS Standard Assurances by Local Governments and Standards for Financial and Program Management;
- The Request for Applications issued on March 13, 2023;

- The current Motor Vehicle Crime Prevention Authority Grant Administrative Manual and forms and subsequently adopted grantee instruction manuals and forms;
- The Final Adopted Application attached to this Statement of Grant Award; and
- The Approved Grant Budget Summary

Now, therefore, the Grantee accepts the FY24 Statement of Grant Award under the conditions above including the special requirements in the grant application and the Statement of Grant Award as evidenced by this agreement, executed by the official authorized to sign the original grant application, or the official's designated successor, as presiding officer of and on behalf of the governing body of this grantee; and

The Motor Vehicle Crime Prevention Authority has awarded the above-referenced grant subject to the availability of state funds. The approved budget is reflected in the above Approved Grant Budget Summary. This grant is subject to and conditioned upon the acceptance of the MVCPA Grant Administrative Guide promulgated for this specific program fund (referenced above) by the Motor Vehicle Crime Prevention Authority. Applicable special conditions are listed below.

**Special Conditions and Requirements (MVCPA will only apply special conditions to applicable jurisdictions):**

  X   **Border Security Report Requirement** – This Grantee is designated as a MVCPA Border Security Grant which is located along the United States of America border with the United States of Mexico and those that are adjacent to the Gulf Intracoastal Waterway. This designation requires grantee to provide additional report information required by the General Appropriations Act of the 87th Texas Legislature, Regular Session. The Governor or Legislative Budget Board may request additional information regarding the report data during the term of the grant.

  X   **Non-Supplanting** - The grantee agrees that funds will be used to supplement, not supplant, funds that would otherwise be available for the activities under this grant. This includes demonstrating that new funded positions will be added to the department and not replacing local funds with state funds.

  X   **Intelligence Sharing** - The grantee is required to ensure that Law Enforcement personnel funded in whole or in part by this grant actively participate in Law Enforcement intelligence sharing webinars and Motor Vehicle Crime Investigator Virtual Command Centers organized and promoted on behalf of the MVCPA program operation and statewide collaboration.

  X   **Multi-agency grant** - The grantee is required to complete and maintain interlocal agreement with all participating subgrantees as required by law and TxGMS. The grantee must complete a process to monitor and ensure grant compliance of subgrantees. The grantee must maintain the process locally and document compliance with that plan.

  X   **Multi-agency Grant Operational Plan** – The grantee is required to provide an operational plan describing the communication process with participating and coverage jurisdictions. The operational plan must include how meetings are held, how often, and whether meetings are held in person or remotely. The grantee must report meetings in quarterly progress reports.



APPROVED AND ACCEPTED BY:



Authorized Official

Remoth Williams - City Manager

Printed Name and Title

9-20-23

Date Signed

September 19, 2023

COMMISSIONERS COURT

- 6 Consider, possibly approve a Property Tax Agreement for Phase 1 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).



STATE OF TEXAS                   §  
   §  
 COUNTY OF JEFFERSON         §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE GOLDEN  
 TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as "GTS" or "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of an underground storage cavern and related improvements (hereinafter referred to collectively as the "PROJECT"); and

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

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

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

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.**

## 3. DEFINITIONS

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

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

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

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

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

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

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2026 and shall terminate on December 31, 2035, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2024, this AGREEMENT shall be null and void.

## 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2025, maintain a level of not less than two (2) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below two (2) full-time jobs for total on site employment by owner during said term. In the event that such employment falls below two (2) full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

$$\begin{aligned} A1 &= \text{initial Abatement } \$s \\ A2 &= \text{revised Abatement } \$s \\ E1 &= 2 \text{ full-time jobs} \\ E2 &= \text{revised employee count} \\ A2 &= A1 \times (E2/E1) \end{aligned}$$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$45 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

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

an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

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

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



and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

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

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will

provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

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

## 6. VALUE OF ABATEMENT

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

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

## 7. QUARTERLY MONITORING MEETINGS

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

## 8. TAXABILITY

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

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

## 9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

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

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### 10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

## 11. EVENT OF DEFAULT

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

## 12. RECAPTURE OF TAXES

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

## 13. TERMINATION

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

## 14. ASSIGNMENT

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

#### 15. ENTIRE AGREEMENT

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

#### 16. SUCCESSORS AND ASSIGNS

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

#### 16. NOTICE

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

**OWNER:** David Saindon  
Golden Triangle Storage LLC  
919 Milam Street, Suite 2425  
Houston, Texas 77002  
dsaindon@calichestorage.com

With a copy to: John Johnson  
Griffith Moseley Johnson  
2901 Turtle Creek Drive, Suite 445  
Port Arthur, Texas 77642  
jjohnson@gmjinc.com

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

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

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

#### **17. MERGER**

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

#### **18. INTERPRETATION**

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

#### **19. APPLICABLE LAW AND VENUE**


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

#### **20. SEVERABILITY**

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

Executed in duplicate this the 14<sup>th</sup> day of SEP, 202023.

**FOR THE COUNTY:**

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

**FOR OWNER:**

  
\_\_\_\_\_  
Jerry H. Smith - CFO

**EXHIBIT A "Description of Project"**

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 1

An underground storage cavern and a new control building. The estimated investment is \$45 million with 2 new permanent full-time employees and 40 peak construction jobs. The cavern is intended to store helium assets, which requires a trucking terminal for distribution (which is being developed by a strategic partner and is the subject of a separate agreement).

**"Tax Abatement Schedule"**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2026	85%
2	2027	85%
3	2028	85%
4	2029	85%
5	2030	85%
6	2031	85%
7	2032	85%
8	2033	85%
9	2034	85%
10	2035	85%

**EXHIBIT B "Base Year Property"**



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

**EXHIBIT C – “Reinvestment Zone Order”**



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

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

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



Signed this 19<sup>th</sup> day of September, 2023.

Jeff Branick  
JEFF R. BRANICK  
County Judge

Vernon Pierce  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

Michael S. Sinegal  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

Cary Erickson  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

Everette D. Alfred  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

ATTEST [Signature]  
DATE 9-19-2023





GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE  
 LATITUDE AND LONGITUDE OF BOUNDARY

OID_	LAT	LONG	LAT_DMS	LONG_DMS
1	30.02577203	-94.07493341	30° 01' 32.77929720" N	094° 04' 29.76029040" W
2	30.02382416	-94.0737189	30° 01' 25.76696520" N	094° 04' 25.38805440" W
3	30.01934877	-94.07599953	30° 01' 09.65556480" N	094° 04' 33.59831520" W
4	30.0162643	-94.07597435	30° 00' 58.55147280" N	094° 04' 33.50765280" W
5	30.01575218	-94.07655606	30° 00' 56.70784800" N	094° 04' 35.60181960" W
6	30.02289483	-94.08101592	30° 01' 22.42137360" N	094° 04' 51.65730120" W
7	30.02415855	-94.07834447	30° 01' 26.97078000" N	094° 04' 42.04011000" W
8	30.02879873	-94.08122891	30° 01' 43.67543160" N	094° 04' 52.42407600" W
9	30.02632595	-94.08648208	30° 01' 34.77342360" N	094° 05' 11.33549520" W
10	30.02665149	-94.08668447	30° 01' 35.94535320" N	094° 05' 12.06409200" W
11	30.02912427	-94.08143129	30° 01' 44.84738280" N	094° 04' 53.15262960" W
12	30.02922894	-94.08120892	30° 01' 45.22417320" N	094° 04' 52.35212280" W
13	30.02426361	-94.07812237	30° 01' 27.34900320" N	094° 04' 41.24053560" W
15	30.01654966	-94.07705066	30° 00' 59.57875800" N	094° 04' 37.38237960" W
16	30.01504447	-94.08024822	30° 00' 54.16008480" N	094° 04' 48.89360640" W
17	30.01417418	-94.07970615	30° 00' 51.02705880" N	094° 04' 46.94213280" W
18	30.01295747	-94.08229072	30° 00' 46.64689200" N	094° 04' 56.24657760" W
19	30.01416262	-94.08325705	30° 00' 50.98543560" N	094° 04' 59.72536920" W
20	30.01485603	-94.08178412	30° 00' 53.48171880" N	094° 04' 54.42282480" W
21	30.01446683	-94.08154168	30° 00' 52.08057720" N	094° 04' 53.55006240" W
22	30.01506864	-94.08026328	30° 00' 54.24710760" N	094° 04' 48.94780800" W
23	30.01657384	-94.07706569	30° 00' 59.66583120" N	094° 04' 37.43649480" W

**EXHIBIT D – “List of HUB/ DBE Companies”**



## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
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Texas Black Pages  
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**Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
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Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
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LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
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\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
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**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
Bab's Carpet  
4940 Highland Ave.  
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Beaumont, TX 77701  
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Cell1: 409-617-1862  
Cell2: 409-338-9907  
Fax: 409-833-3230

Raymon and Sharonne Morris  
Morris and Morris Floor Covering  
4515 Ironton  
Beaumont, TX 77703  
Home: 409-833-5011  
Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
601 Woodworth  
Port Arthur, TX 77642  
Tel1: 409-982-3528  
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David Leaven / Marcus Frank  
F & L Computer Solutions  
P.O. Box 328-A  
Winnie, TX 77665  
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**Consultant**

Felicia Young, Owner  
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**Contractors / Construction Services / Community Development /  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
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Celestine's Construction  
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### **Commodities**

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LG Supplies  
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**Copy Services**

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**Electrical/ Mechanical Contractors**

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\*Gregory T. Johnson, Sr.  
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\*Joseph C. Ledet, III  
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Ray Marsh

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### **Home Repair & Maintenance**

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Clint's Maintenance and Repairs  
8345 Lawrence Drive  
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Tel: 409-899-4547

### **Industrial Consultant**

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9692 Westhiemer Rd., Suite 83  
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Beaumont, TX 77707  
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Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
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### **Investment**

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### **Lawn Care**

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B & A Lawn Care Service  
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Beaumont Warehouse-Transportation  
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### **Misc.**

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Delois Roy  
Art World  
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J.M. Kaufman Materials Co.  
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#### **Office Supply**

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Select Business Products  
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Beaumont, TX 77720  
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#### **Pest Control**

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Sonny Perkins  
Sonny's Video  
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Beaumont, TX 77701  
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**Plumbing**

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Cell: 409-338-1365  
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Southern Delight Restaurant  
3195 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-840-5025

Frank Owens, Proprietor  
Dairy Queen  
3755 College St.  
Beaumont, TX 77701  
Tel: 409-838-4723

Nolan Hines, Jr.  
Taste of Orleans  
672 Orleans St.  
Beaumont, TX 77701  
Tel: 409-833-9460  
Cell: 409-553-4632  
Fax: 409-833-9470

Website: [www.tasteofleansonline.com](http://www.tasteofleansonline.com)

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX  
John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supplies**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
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The Invisible Armor  
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### **Trophies**

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### **Trucking/Heavy Hauling**

Alex J. Jeanmard

J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
Tel: 409-832-8347

Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard  
Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

\*Lovetts Trucking  
Kima K. Lovett Sr/Owner  
P.O. Box 12342  
Beaumont, Texas 77726  
Ph: (409) 455-1399  
*Email: [lovettstruckingllc@gmail.com](mailto:lovettstruckingllc@gmail.com)*

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

**Jefferson County Abatement Policy**

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

**EXHIBIT "F" - AFFILIATES OF OWNER**



## JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

### STATEMENT OF PURPOSE

#### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

### DEFINITIONS

#### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.



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

(c) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(d) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(e) **"Bulk Buys"** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(f) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) **"Eligible Facilities"** or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(i) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.



(j) "**Expansion**" means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) "**Field Buys**" include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) "**Modernization**" means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) "**Facility**" means property improvements completed or in the process of construction which together comprise and integral whole.

(n) "**New Facility**" means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) "**Productive Life**" means the number of years a property improvement is expected to be in service in a facility.

## WHEN ABATEMENT AUTHORIZED

### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,

improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate **by an independent economic impact analysis** that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

### **Factors Considered By County In Considering Abatement Requests**

#### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

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

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its



principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

**(1) The value of ineligible property shall be fully taxable; and**

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

## APPLICATION PROCESS

### SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds **which includes GPS coordinates (pursuant to a directive from**

the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## **AGREEMENT**

### **SECTION VI**

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.



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

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

## ADMINISTRATION

### SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

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



(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

## **AGREEMENT**

### **SECTION IX**

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

## **SUNSET PROVISION**

### **SECTION X**

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## **DISCRETION OF THE COUNTY**

### **SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

### **QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

#### **General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

#### **Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

#### **Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

#### **Maps and Plats**

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

#### **Questions to be Answered**

- (1) Is your project within a city limit? \_\_\_\_\_. Name of City \_\_\_\_\_
- (2) Is your project within an ETJ? Name of City ETJ \_\_\_\_\_
- (3) Is your project within an Enterprise or Reinvestment Zone? Which? \_\_\_\_\_
- (4) Will you own the realty or lease the realty? \_\_\_\_\_
- (5) Present Appraisal District value of land and any EXISTING improvements owned by the  
OWNER:  
(Answer this question based on Appraisal District records for the specific site you select.)  
Cost of Land (If you are purchasing): \$ \_\_\_\_\_  
Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_
- (6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.) \_\_\_\_\_

\_\_\_\_\_  
Type of construction:  
(Tiltwall, Build-Out of Existing Facility, Etc.)  
Value of Construction:  
Value of Equipment:

**Value of Pollution Control Devices:** It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

- (7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_
- (8) Number of existing jobs to be retained by proposed improvements: \_\_\_\_\_  
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)
- (9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_  
Include in this answer the number of Jefferson County residents that will be employed.
- (10) Amount of Annual local payroll to be created: \_\_\_\_\_.
- (11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? \_\_\_\_\_

(12) Amount property tax base valuation will be increased:  
During term of abatement: \_\_\_\_\_  
After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_  
(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_  
(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

\_\_\_\_\_  
\_\_\_\_\_

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:

\_\_\_\_\_

\_\_\_\_\_  
(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

\_\_\_\_\_

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**



September 19, 2023

COMMISSIONERS COURT

H

Consider, possibly approve a Property Tax Agreement for Phase 2 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).





STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE  
GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as "GTS" or "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of two underground storage caverns and related improvements (hereinafter referred to collectively as the "PROJECT"); and

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

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit "C." It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project,



and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

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

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.**

## 3. DEFINITIONS

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

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

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

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

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

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of

electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2027 and shall terminate on December 31, 2036, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

#### 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2026, maintain a level of not less than three (3) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below three (3) full-time jobs for total on site employment by owner during said term. In the event that such employment falls below three (3) full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 3 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$125 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;

- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);
- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
  - i. "Local labor" is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. "Local vendors" and "local suppliers" shall include only those located or having a principal office in Jefferson County. "Local subcontractors" shall include only those located or having a principal office in Jefferson County;
  - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER'S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this "buy local" provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
  - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;

- h. OWNER will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

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

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
- i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
  - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
  - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
  - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of

HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

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

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

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

## **6. VALUE OF ABATEMENT**

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

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

## **7. QUARTERLY MONITORING MEETINGS**

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

## **8. TAXABILITY**

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

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

## **9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE**

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

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### 10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.



## 11. EVENT OF DEFAULT

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

## 12. RECAPTURE OF TAXES

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

## 13. TERMINATION

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

## 14. ASSIGNMENT

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

#### 15. ENTIRE AGREEMENT

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

#### 16. SUCCESSORS AND ASSIGNS

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

#### 16. NOTICE

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

**OWNER:** David Saindon  
Golden Triangle Storage LLC  
919 Milam Street, Suite 2425  
Houston, Texas 77002  
dsaindon@calichestorage.com

With a copy to: John Johnson  
Griffith Moseley Johnson  
2901 Turtle Creek Drive, Suite 445  
Port Arthur, Texas 77642  
jjohnson@gmjinc.com

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

(409) 839-2311 (facsimile)

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

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

### **17. MERGER**

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

### **18. INTERPRETATION**

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

### **19. APPLICABLE LAW AND VENUE**

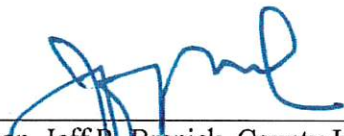
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

### **20. SEVERABILITY**

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

Executed in duplicate this the 15<sup>th</sup> day of SEPT, 20 23.

**FOR THE COUNTY:**

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

**FOR OWNER:**

  
\_\_\_\_\_  
Dan H. Smith - CFO

**EXHIBIT A "Description of Project"**

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 2

Two underground storage caverns with an estimated investment of \$125 million with 3 new permanent full-time employees and 40 peak construction jobs.

**"Tax Abatement Schedule"**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2027	85%
2	2028	85%
3	2029	85%
4	2030	85%
5	2031	85%
6	2032	85%
7	2033	85%
8	2034	85%
9	2035	85%
10	2036	85%

**EXHIBIT B "Base Year Property"**

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

**EXHIBIT C – “Reinvestment Zone Order”**

STATE OF TEXAS	§	IN THE COMMISSIONERS COURT
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON  
COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE  
PURSUANT TO SEC 312. 401 et seq. OF THE TAX CODE  
(THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Golden Triangle Storage 2023 facility in the Beaumont, TX ETJ as reinvestment zone, pursuant to Sec. 312.401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF  
JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property at 6679 Highland Ave, Beaumont, TX 77705 (mailing purpose), further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 19<sup>th</sup> day of September, 2023.

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

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

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



Signed this 19<sup>th</sup> day of SEPTEMBER, 2023.

Jeff Branick  
JEFF R. BRANICK  
County Judge

Vernon Pierce  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

Michael S. Sinegal  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

Cary Erickson  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

Everette D. Alfred  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

ATTEST [Signature]  
DATE 9-19-2023





GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE  
LATITUDE AND LONGITUDE OF BOUNDARY

OID_	LAT	LONG	LAT_DMS	LONG_DMS
1	30.02577203	-94.07493341	30° 01' 32.77929720" N	094° 04' 29.76029040" W
2	30.02382416	-94.0737189	30° 01' 25.76696520" N	094° 04' 25.38805440" W
3	30.01934877	-94.07599953	30° 01' 09.655556480" N	094° 04' 33.59831520" W
4	30.0162643	-94.07597435	30° 00' 58.55147280" N	094° 04' 33.50765280" W
5	30.01575218	-94.07655606	30° 00' 56.70784800" N	094° 04' 35.60181960" W
6	30.02289483	-94.08101592	30° 01' 22.42137360" N	094° 04' 51.65730120" W
7	30.02415855	-94.07834447	30° 01' 26.97078000" N	094° 04' 42.04011000" W
8	30.02879873	-94.08122891	30° 01' 43.67543160" N	094° 04' 52.42407600" W
9	30.02632595	-94.08648208	30° 01' 34.77342360" N	094° 05' 11.33549520" W
10	30.02665149	-94.08668447	30° 01' 35.94535320" N	094° 05' 12.06409200" W
11	30.02912427	-94.08143129	30° 01' 44.84738280" N	094° 04' 53.15262960" W
12	30.02922894	-94.08120892	30° 01' 45.22417320" N	094° 04' 52.35212280" W
13	30.02426361	-94.07812237	30° 01' 27.34900320" N	094° 04' 41.24053560" W
15	30.01654966	-94.07705066	30° 00' 59.57875800" N	094° 04' 37.38237960" W
16	30.01504447	-94.08024822	30° 00' 54.16008480" N	094° 04' 48.89360640" W
17	30.01417418	-94.07970615	30° 00' 51.02705880" N	094° 04' 46.94213280" W
18	30.01295747	-94.08229072	30° 00' 46.64689200" N	094° 04' 56.24657760" W
19	30.01416262	-94.08325705	30° 00' 50.98543560" N	094° 04' 59.72536920" W
20	30.01485603	-94.08178412	30° 00' 53.48171880" N	094° 04' 54.42282480" W
21	30.01446683	-94.08154168	30° 00' 52.08057720" N	094° 04' 53.55006240" W
22	30.01506864	-94.08026328	30° 00' 54.24710760" N	094° 04' 48.94780800" W
23	30.01657384	-94.07706569	30° 00' 59.66583120" N	094° 04' 37.43649480" W

**EXHIBIT D – “List of HUB/ DBE Companies”**



## Minority Business Directory

\* Indicates certification as a HUB/DBE has been obtained

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
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Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
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Joanne Spooner  
South Park ComPRO Tax  
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Fax: 409-832-1661  
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\*Stephanie Clark  
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Fax: 409-813-3404  
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999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
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Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue / Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
Bab's Carpet  
4940 Highland Ave.  
Beaumont, TX 77705  
Tel: 409-833-7484  
Fax: 409-790-4218

Delores Fruge  
Power Stretch Carpet  
502 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Home: 409-832-8626  
Cell1: 409-617-1862  
Cell2: 409-338-9907  
Fax: 409-833-3230

Raymon and Sharonne Morris  
Morris and Morris Floor Covering  
4515 Ironton  
Beaumont, TX 77703  
Home: 409-833-5011  
Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
601 Woodworth  
Port Arthur, TX 77642  
Tel1: 409-982-3528  
Tel2: 409-982-3529

David Leaven / Marcus Frank  
F & L Computer Solutions  
P.O. Box 328-A  
Winnie, TX 77665  
Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
Five Star Business Solutions  
Tel: 409-466-6038

**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
Tel: 409-866-6245

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier Coastal Industrial Services, Inc. P.O. Box 158 Port Neches, TX 77651 Tel: 409-736-3797 Cell: 409-728-5072	205 West Hwy 365, Ste. A Port Arthur, TX 77640 Fax: 409-736-2270 Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>
---	---

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Beaumont, TX 77708  
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Donald Ray Wise



Wise Barricades  
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Eddie Senigaur  
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Gulf Coast Full Circle LLC  
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Port Arthur, TX 77642  
409—543-1643  
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Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
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Ories Holmes Construction  
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Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
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Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar  
Owner / Superintendent  
GP Realty Building Co.  
648 Orleans  
Beaumont, TX 77701  
Richard Tel: 281-895-7773  
Bruce Tel: 409-454-6356  
Fax: 409-835-6775

\*Roosevelt Petry  
GP Industrial Contractors, Inc.  
rpetry@gpic2000.com  
Port Arthur, TX 77640  
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Steve Andrus  
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Cell: 409-466-1860

William Kenebrew, Sr.  
Kenebrew Masonary  
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### **Commodities**

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LG Supplies  
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Beaumont, TX 77707  
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**Copy Services**

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**Council**

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**Electrical/ Mechanical Contractors**

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\*Gregory T. Johnson, Sr.  
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P.O. Box 22735  
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Fax: 409-866-6962

\*Joseph C. Ledet, III  
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Cell: 409-791-1366

Ray Marsh

RAM Electrical & Mechanical Contractors  
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Beaumont, TX 77705  
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### **Employment Services**

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Beaumont, TX 77701  
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Silva Employment Network  
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Port Arthur, TX 77642  
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Fax: 409-727-4094  
Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

### **Energy**

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Apex Petroleum & Energy Xpress, LLC  
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### **Engineers**

\*Andy Chica  
Chica & Associates Inc.  
595 Orleans, Suite 508  
Beaumont, TX 77701  
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Sina K. Nejad, P.E.  
Sigma Engineers, Inc.

4099 Calder Avenue  
 Beaumont, TX 77706  
 Tel: 409-898-1001  
 Fax: 409-898-3420  
 Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)

### **Environmental**

Bennard L. Nelson, Jr.  
 Legacee Environmental  
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 Houston, TX 77035  
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 Fax: 713-218-8649  
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\* Tiffany Liepke, President  
 Chemical and Petrochemical Inspections L.P.  
 5300 39<sup>th</sup> Street – P.O. Box 387  
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 409-962-1318  
 Mobile: 409-460-0484  
 Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
 Website: [cpilaboratory.com](http://cpilaboratory.com)

### **Florists- Retail**

Mr. Walter McCloney  
 McCloney Florist  
 2690 Park St  
 Beaumont, TX 77701  
 Tel: 409-838-6861  
 Fax: 409-838-0085  
 Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

### **Home Repair & Maintenance**

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 Clint's Maintenance and Repairs  
 8345 Lawrence Drive  
 Beaumont, TX 77708  
 Tel: 409-899-4547

### **Industrial Consultant**

B.D. Belvin and Assoc.

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9692 Westhiemer Rd., Suite 83  
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Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
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### **Insurance**

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Mark A. Williams  
Protectors Insurance & Financial Services  
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Beaumont, TX 77720  
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Tarik Cooper  
Frank and Cooper, Inc.  
125 IH 10 North Street, Suite 410  
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Cell: 409-939-0247

Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
Tel2: 409-4661822  
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### **Investment**

Connie D. Gist  
EdwardJones  
4414 Dowlen Road, Suite 102



Beaumont, TX 77706  
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Toll Free2: 888-898-7188  
Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
B & A Lawn Care Service  
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Tel3: 409-651-9954

\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
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Fax: 409-883-4208  
Cell: 409-299-0053  
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### **Maintenance**

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KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
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### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
Area Impressions Caps & T's  
Tel: 409-833-4561  
Email: [bprados@swbell.net](mailto:bprados@swbell.net)

### **Office Supply**

Howard Giron  
Select Business Products  
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Beaumont, TX 77720  
Tel: 409-866-3224  
Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
Moore Superior Pest Control, Inc.  
Tel: 409-899-1799

### **Petroleum Testing/Marine Barge/Ship Inspection**

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
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Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: [cpilaboratory.com](http://cpilaboratory.com)

**Photography**

Harold's Photography  
2705 S. Fourth St  
Beaumont, TX 77705  
Tel: 409-794-5376  
Fax: 409-842-4143  
Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
Photographer & Videographer  
2906 Roberts St.  
Beaumont, TX 77701  
Tel: 409-842-3903

Sonny Perkins  
Sonny's Video  
2290 Morrison  
Beaumont, TX 77701  
Tel: 409-832-9380

**Plumbing**

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Martha's Sewage and Drainage Service  
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Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

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KFDM 6 & WB 10 KWBB  
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Fax: 409-892-7305  
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Helen Hunter Tubbs

Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
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Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
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Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
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CUSH Magazine  
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### **Purchasing/ Procurement**

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2396 Eastex Freeway  
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Fax: 409-898-8591  
Cell: 409-893-0735  
Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
G-Team Real Estate  
3229 Washington Blvd.  
Beaumont, TX 77705  
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Fax: 409-832-2515  
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Mrs. Dee Richard Chavis  
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Fax: 409-839-4395  
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Mrs. Patricia Beckett White  
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999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
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Mrs. Willie Mae Thomas  
 Five Brothers Investments  
 6140 W. Windemere Dr.  
 Beaumont, TX 77713  
 Tel: 409-898-4100  
 Cell: 409-201-0777  
 Fax: 409-898-4090  
 Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
 2875 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-3444  
 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: [kyles@aol.com](mailto:kyles@aol.com)

### **Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470

Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX  
John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supplies**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard

J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
Tel: 409-832-8347

Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard  
Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

\*Lovetts Trucking  
Kima K. Lovett Sr/Owner  
P.O. Box 12342  
Beaumont, Texas 77726  
Ph: (409) 455-1399  
*Email: [lovettstruckingllc@gmail.com](mailto:lovettstruckingllc@gmail.com)*



**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

**Jefferson County Abatement Policy**

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

**EXHIBIT "F" - AFFILIATES OF OWNER**



## JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

### STATEMENT OF PURPOSE

#### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

### DEFINITIONS

#### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

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

(c) **"Agreement"** means a contractual agreement between a property owner and/or lessee and the County.

(d) **"Base Year"** means the calendar year in which the abatement contract is executed (signed).

(e) **"Bulk Buys"** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(f) **"Deferred Maintenance"** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) **"Distribution Center"** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) **"Eligible Facilities"** or "Eligible Projects" means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(i) **"Eligible Property"** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(n) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

## WHEN ABATEMENT AUTHORIZED

### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,



improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

- (1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and
- (2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.
- (3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.
- (4) Must demonstrate **by an independent economic impact analysis** that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

### **Factors Considered By County In Considering Abatement Requests**

#### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

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

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;



(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its

principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
  - (2) The applicant has insufficient financial capacity;
  - (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
  - (4) The project would cause a violation of state or federal laws; or
  - (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.
- (f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

**(1) The value of ineligible property shall be fully taxable; and**

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

## APPLICATION PROCESS

### SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds **which includes GPS coordinates (pursuant to a directive from**

the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## AGREEMENT

### SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.



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

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

## ADMINISTRATION

### SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

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

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

## **AGREEMENT**

### **SECTION IX**

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

## **SUNSET PROVISION**

### **SECTION X**

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## **DISCRETION OF THE COUNTY**

### **SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

### **QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

#### **General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

#### **Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

#### **Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

#### **Maps and Plats**

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

### **Questions to be Answered**



(1) Is your project within a city limit? \_\_\_\_\_. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ \_\_\_\_\_

Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

\_\_\_\_\_  
Type of construction:  
(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

**Value of Pollution Control Devices:** It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

(8) Number of existing jobs to be retained by proposed improvements: \_\_\_\_\_  
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_  
Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: \_\_\_\_\_.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? \_\_\_\_\_



(12) Amount property tax base valuation will be increased:  
During term of abatement: \_\_\_\_\_  
After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_  
(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_  
(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

\_\_\_\_\_  
\_\_\_\_\_

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:

\_\_\_\_\_

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

\_\_\_\_\_

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**

September 19, 2023

COMMISSIONERS COURT

I

Consider, possibly approve a Property Tax Agreement for Phase 3 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).



STATE OF TEXAS

§

COUNTY OF JEFFERSON

§

§

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE GOLDEN  
TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as "GTS" or "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of an underground storage cavern and related improvements (hereinafter referred to collectively as the "PROJECT"); and

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

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

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

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.**

## 3. DEFINITIONS

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

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

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

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

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

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

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2028 and shall terminate on December 31, 2037, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2026, this AGREEMENT shall be null and void.

## 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2027, maintain a level of not less than one (1) new full-time job (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below one (1) full-time job for total on site employment by owner during said term. In the event that such employment falls below one (1) full-time job for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$\$  
 A2 = revised Abatement \$\$  
 E1 = 1 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$35 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

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



an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

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

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

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and

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

- o. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will

provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.

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

## 6. VALUE OF ABATEMENT

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

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

## 7. QUARTERLY MONITORING MEETINGS

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

## 8. TAXABILITY

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

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

## 9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

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

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### 10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

## 11. EVENT OF DEFAULT

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

## 12. RECAPTURE OF TAXES

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

## 13. TERMINATION

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

## 14. ASSIGNMENT

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

#### 15. ENTIRE AGREEMENT

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

#### 16. SUCCESSORS AND ASSIGNS

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

#### 16. NOTICE

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

**OWNER:** David Saindon  
Golden Triangle Storage LLC  
919 Milam Street, Suite 2425  
Houston, Texas 77002  
dsaindon@calichestorage.com

With a copy to: John Johnson  
Griffith Moseley Johnson  
2901 Turtle Creek Drive, Suite 445  
Port Arthur, Texas 77642  
jjohnson@gmjinc.com

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

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

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

#### **17. MERGER**

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

#### **18. INTERPRETATION**

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

#### **19. APPLICABLE LAW AND VENUE**

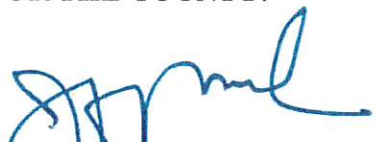
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### **20. SEVERABILITY**

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

Executed in duplicate this the 19<sup>th</sup> day of SEPT, 2023.

**FOR THE COUNTY:**

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

**FOR OWNER:**



**EXHIBIT A “Description of Project”**

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 3

An underground storage cavern with an estimated investment of \$35 million with 1 new permanent full-time employee and 40 peak construction jobs



**"Tax Abatement Schedule"**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2028	85%
2	2029	85%
3	2030	85%
4	2031	85%
5	2032	85%
6	2033	85%
7	2034	85%
8	2035	85%
9	2036	85%
10	2037	85%

**EXHIBIT B "Base Year Property"**

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

**EXHIBIT C – “Reinvestment Zone Order”**



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

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

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



Signed this 19<sup>th</sup> day of SEPTEMBER, 2023.

*Jeff Branick*  
\_\_\_\_\_  
JEFF R. BRANICK  
County Judge

*Vernon Pierce*  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

*Michael S. Sinegal*  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

*Cary Erickson*  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

*Everette D. Alfred*  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

ATTEST *[Signature]*  
\_\_\_\_\_

DATE 9-19-2023





GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE  
 LATITUDE AND LONGITUDE OF BOUNDARY

OID_	LAT	LONG	LAT_DMS	LONG_DMS
1	30.02577203	-94.07493341	30° 01' 32.77929720" N	094° 04' 29.76029040" W
2	30.02382416	-94.0737189	30° 01' 25.76696520" N	094° 04' 25.38805440" W
3	30.01934877	-94.07599953	30° 01' 09.65556480" N	094° 04' 33.59831520" W
4	30.0162643	-94.07597435	30° 00' 58.55147280" N	094° 04' 33.50765280" W
5	30.01575218	-94.07655606	30° 00' 56.70784800" N	094° 04' 35.60181960" W
6	30.02289483	-94.08101592	30° 01' 22.42137360" N	094° 04' 51.65730120" W
7	30.02415855	-94.07834447	30° 01' 26.97078000" N	094° 04' 42.04011000" W
8	30.02879873	-94.08122891	30° 01' 43.67543160" N	094° 04' 52.42407600" W
9	30.02632595	-94.08648208	30° 01' 34.77342360" N	094° 05' 11.33549520" W
10	30.02665149	-94.08668447	30° 01' 35.94535320" N	094° 05' 12.06409200" W
11	30.02912427	-94.08143129	30° 01' 44.84738280" N	094° 04' 53.15262960" W
12	30.02922894	-94.08120892	30° 01' 45.22417320" N	094° 04' 52.35212280" W
13	30.02426361	-94.07812237	30° 01' 27.34900320" N	094° 04' 41.24053560" W
15	30.01654966	-94.07705066	30° 00' 59.57875800" N	094° 04' 37.38237960" W
16	30.01504447	-94.08024822	30° 00' 54.16008480" N	094° 04' 48.89360640" W
17	30.01417418	-94.07970615	30° 00' 51.02705880" N	094° 04' 46.94213280" W
18	30.01295747	-94.08229072	30° 00' 46.64689200" N	094° 04' 56.24657760" W
19	30.01416262	-94.08325705	30° 00' 50.98543560" N	094° 04' 59.72536920" W
20	30.01485603	-94.08178412	30° 00' 53.48171880" N	094° 04' 54.42282480" W
21	30.01446683	-94.08154168	30° 00' 52.08057720" N	094° 04' 53.550006240" W
22	30.01506864	-94.08026328	30° 00' 54.24710760" N	094° 04' 48.94780800" W
23	30.01657384	-94.07706569	30° 00' 59.66583120" N	094° 04' 37.43649480" W

**EXHIBIT D – “List of HUB/ DBE Companies”**



## Minority Business Directory

**\* Indicates certification as a HUB/DBE has been obtained**

### **Accountants/ Certified Public**

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)



Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

### **Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

### **Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

### **Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
Bab's Carpet  
4940 Highland Ave.  
Beaumont, TX 77705  
Tel: 409-833-7484  
Fax: 409-790-4218

Delores Fruge  
Power Stretch Carpet  
502 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Home: 409-832-8626  
Cell1: 409-617-1862  
Cell2: 409-338-9907  
Fax: 409-833-3230

Raymon and Sharonne Morris  
Morris and Morris Floor Covering  
4515 Ironton  
Beaumont, TX 77703  
Home: 409-833-5011  
Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
601 Woodworth  
Port Arthur, TX 77642  
Tel1: 409-982-3528  
Tel2: 409-982-3529

David Leaven / Marcus Frank  
F & L Computer Solutions  
P.O. Box 328-A  
Winnie, TX 77665  
Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
Five Star Business Solutions  
Tel: 409-466-6038

**Contractors /Construction Services/Community Development/  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
Tel: 409-866-6245

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
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Donald Ray Wise

Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
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Fax: 409-842-2983

Jerry Ball- VP  
EnviroTech Services LLC  
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409-543-1643  
409-543-1991  
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Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane

Beaumont, TX 77708  
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Joseph D. Deshotel  
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\*Kenny Timms  
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Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)

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Faith Construction  
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Mr. Matt Hopson  
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Paul Buxie  
Buxie Builders  
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Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
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Ray Marsh  
RAM Contracting Services  
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Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar  
Owner / Superintendent  
GP Realty Building Co.  
648 Orleans  
Beaumont, TX 77701  
Richard Tel: 281-895-7773  
Bruce Tel: 409-454-6356  
Fax: 409-835-6775

\*Roosevelt Petry  
GP Industrial Contractors, Inc.  
rpetry@gpic2000.com  
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Steve Andrus  
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Beaumont, TX 77703  
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Cell: 409-466-1860

William Kenebrew, Sr.  
Kenebrew Masonary  
Tel: 409-866-3310

---

### **Commodities**

\*Loma George  
LG Supplies  
9545 Riggs Street  
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lomageorge@att.net  
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**Copy Services**

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**Council**

Beverly L. Hatcher- President  
Golden Triangle Minority Council, Inc.  
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Fax: 409-898-8077  
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Website: [www.gtmbc.com](http://www.gtmbc.com)

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\*Gregory T. Johnson, Sr.  
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Fax: 409-866-6962

\*Joseph C. Ledet, III  
Ledet Electrical Services  
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Ray Marsh



RAM Electrical & Mechanical Contractors  
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### **Employment Services**

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Silva Employment Network  
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Port Arthur, TX 77642  
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### **Energy**

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Apex Petroleum & Energy Xpress, LLC  
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9100 SW Freeway, Suite 201  
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Fax: 713-541-5535  
Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

### **Engineers**

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Chica & Associates Inc.  
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Sina K. Nejad, P.E.  
Sigma Engineers, Inc.

4099 Calder Avenue  
Beaumont, TX 77706  
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Fax: 409-898-3420  
Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)

### **Environmental**

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Legacee Environmental  
6001 Savoy, Suite 204  
Houston, TX 77035  
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Fax: 713-218-8649  
Email: [bnelson@legaceenvironmental.com](mailto:bnelson@legaceenvironmental.com)

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
5300 39<sup>th</sup> Street – P.O. Box 387  
Groves, TX 77619  
409-962-1318  
Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: [cpilaboratory.com](http://cpilaboratory.com)

### **Florists- Retail**

Mr. Walter McCloney  
McCloney Florist  
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Beaumont, TX 77701  
Tel: 409-838-6861  
Fax: 409-838-0085  
Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

### **Home Repair & Maintenance**

Clinton Ford  
Clint's Maintenance and Repairs  
8345 Lawrence Drive  
Beaumont, TX 77708  
Tel: 409-899-4547

### **Industrial Consultant**

B.D. Belvin and Assoc.

Consulting Business Development  
9692 Westhiemer Rd., Suite 83  
Houston, TX 77063  
Tel: 512-789-8178  
Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
Website: [wwwbdbelvin.com](http://wwwbdbelvin.com)

Glenn J. Walters  
Home Sweet Home Enterprise, Inc.  
5212 Culpepper PL  
Wesley Chapel, FL 33544  
Tel: 813-907-9499  
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Fax: 813-994-9557  
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### **Insurance**

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Byron Lewis  
LRC Insurance, Inc.  
190 S. Dowlen Road  
Beaumont, TX 77707  
Tel: 409-866-7073  
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Charles E. Taylor  
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3355 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-8300  
Home: 409-866-8412  
Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

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Beaumont, TX 77701  
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Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
Insurance Medical Services, Inc.  
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Port Arthur, TX  
Tel & Fax: 409-722-0077  
Cell: 409-289-0945

Mark A. Williams  
Protectors Insurance & Financial Services  
2600 South Loop West, Suite 520  
Houston, TX 77054  
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Fax: 713-660-9977  
Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
Farmers Insurance Co.  
3355 Washington Blvd.  
P.O. Box 22897  
Beaumont, TX 77720  
Tel: 409-842-8300  
Fax: 409-842-8304  
Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
Frank and Cooper, Inc.  
125 IH 10 North Street, Suite 410  
Beaumont, TX 77707  
Tel: 409-284-5341  
Cell: 409-939-0247

Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
Tel2: 409-4661822  
Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
EdwardJones  
4414 Dowlen Road, Suite 102

Beaumont, TX 77706  
Tel1: 409-896-5852  
Toll Free1: 888-368-2620  
Toll Free2: 888-898-7188  
Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
B & A Lawn Care Service  
P.O. Box 22855  
Tel1: 409-866-9399  
Tel2: 409-651-9955  
Tel3: 409-651-9954

\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
Area Impressions Caps & T's  
Tel: 409-833-4561  
Email: [bprados@swbell.net](mailto:bprados@swbell.net)

### **Office Supply**

Howard Giron  
Select Business Products  
P.O. Box 22741  
Beaumont, TX 77720  
Tel: 409-866-3224  
Fax: 409-866-1401

### **Pest Control**

Colton (Bubba) Moore, Owner  
Moore Superior Pest Control, Inc.  
Tel: 409-899-1799

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### **Petroleum Testing/Marine Barge/Ship Inspection**

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
5300 39<sup>th</sup> Street – P.O. Box 387  
Groves, TX 77619  
409-962-1318  
Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: [cpilaboratory.com](http://cpilaboratory.com)



**Photography**

Harold's Photography  
2705 S. Fourth St  
Beaumont, TX 77705  
Tel: 409-794-5376  
Fax: 409-842-4143  
Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
Photographer & Videographer  
2906 Roberts St.  
Beaumont, TX 77701  
Tel: 409-842-3903

Sonny Perkins  
Sonny's Video  
2290 Morrison  
Beaumont, TX 77701  
Tel: 409-832-9380

**Plumbing**

A.J.  
Martha's Sewage and Drainage Service  
2370 Columbia Street  
Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs

Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
Cumulus  
755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio  
2531 Calder Ave.  
Beaumont, TX 77702  
Tel: 409-833-0990  
Fax: 281-424-7588

Tracie Payne  
CUSH Magazine  
P.O. Box 22197  
Beaumont, TX 77720  
Tel: 409-212-1111  
Website: [www.cush.com](http://www.cush.com)

**Purchasing/ Procurement**

Odell Wynn  
WGN Procurement  
2626 South Loop West, Suite 545  
Houston, TX 77054



Tel: 713-857-8359

**Real Estate**

Dr. Kevin Moulton  
Synergy International Realty  
2955 Laurel St.  
Beaumont, TX 77702  
Tel: 409-835-1111  
Fax: 409-866-5463  
Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
ERA Team REALTORS  
2396 Eastex Freeway  
Beaumont, TX 77703  
Tel: 409-898-0701  
Fax: 409-898-8591  
Cell: 409-893-0735  
Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
G-Team Real Estate  
3229 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-832-2500  
Fax: 409-832-2515  
Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)

Mrs. Dee Richard Chavis  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
 Dee Richard Real Estate  
 999 S. 4<sup>th</sup> St.  
 Beaumont, TX 77701  
 Tel: 409-839-4580  
 Fax: 409-839-4395  
 Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
 Five Brothers Investments  
 6140 W. Windemere Dr.  
 Beaumont, TX 77713  
 Tel: 409-898-4100  
 Cell: 409-201-0777  
 Fax: 409-898-4090  
 Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
 Insurance- Real Estate- Construction  
 2875 Washington Blvd  
 Beaumont, TX 77705  
 Tel: 409-842-3444  
 Fax: 409-842-9770  
 Cell: 409-338-1365  
 Email: [kyles@aol.com](mailto:kyles@aol.com)

### **Restaurants**

Floyd & Carol Dixon  
 Southern Delight Restaurant  
 3195 Washington Blvd.  
 Beaumont, TX 77705  
 Tel: 409-840-5025

Frank Owens, Proprietor  
 Dairy Queen  
 3755 College St.  
 Beaumont, TX 77701  
 Tel: 409-838-4723

Nolan Hines, Jr.  
 Taste of Orleans  
 672 Orleans St.  
 Beaumont, TX 77701  
 Tel: 409-833-9460  
 Cell: 409-553-4632  
 Fax: 409-833-9470

Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX  
John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supplies**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard

J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
Tel: 409-832-8347

Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard  
Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

\*Lovetts Trucking  
Kima K. Lovett Sr/Owner  
P.O. Box 12342  
Beaumont, Texas 77726  
Ph: (409) 455-1399  
Email: [lovettstruckingllc@gmail.com](mailto:lovettstruckingllc@gmail.com)

**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

**Jefferson County Abatement Policy**

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

**EXHIBIT "F" - AFFILIATES OF OWNER**



## JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

### STATEMENT OF PURPOSE

#### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

### DEFINITIONS

#### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.



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

(c) “**Agreement**” means a contractual agreement between a property owner and/or lessee and the County.

(d) “**Base Year**” means the calendar year in which the abatement contract is executed (signed).

(e) “**Bulk Buys**” include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes “Bulk Buys” historically represent a significant percentage of the material purchase for a project.

(f) “**Deferred Maintenance**” means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) “**Distribution Center**” means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) “**Eligible Facilities**” or “Eligible Projects” means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

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

(j) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) **"Facility"** means property improvements completed or in the process of construction which together comprise and integral whole.

(n) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

## WHEN ABATEMENT AUTHORIZED

### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,

improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate **by an independent economic impact analysis** that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

### **Factors Considered By County In Considering Abatement Requests**

#### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;



(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

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

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its

principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse affect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;
- (4) The project would cause a violation of state or federal laws; or
- (5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

## APPLICATION PROCESS

### SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds **which includes GPS coordinates (pursuant to a directive from**



the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## AGREEMENT

### SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.



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

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

## ADMINISTRATION

### SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

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

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

## **AGREEMENT**

### **SECTION IX**

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

## **SUNSET PROVISION**

### **SECTION X**

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## **DISCRETION OF THE COUNTY**

### **SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

### **QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

#### **General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

#### **Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

#### **Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

#### **Maps and Plats**

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

#### **Questions to be Answered**



(1) Is your project within a city limit? \_\_\_\_\_. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ \_\_\_\_\_

Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

\_\_\_\_\_  
Type of construction:  
(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

**Value of Pollution Control Devices:** It is understood and agreed that Applicant will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

(8) Number of existing jobs to be retained by proposed improvements: \_\_\_\_\_  
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_  
Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: \_\_\_\_\_.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? \_\_\_\_\_

(12) Amount property tax base valuation will be increased:  
During term of abatement: \_\_\_\_\_  
After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_  
(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_  
(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:  
\_\_\_\_\_  
\_\_\_\_\_

(List any facilities from which the public might benefit.)  
(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:  
\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:  
\_\_\_\_\_

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:  
\_\_\_\_\_

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**

September 19, 2023

COMMISSIONERS COURT

J

Consider, possibly approve a Property Tax Agreement for Phase 4 between Jefferson County and Golden Triangle Storage LLC property the Beaumont, TX pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act).



STATE OF TEXAS           §  
                                       §  
 COUNTY OF JEFFERSON   §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE GOLDEN  
 TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the "AGREEMENT") is made and entered into by and between Jefferson County (hereinafter sometimes referred to as "the COUNTY"), and Golden Triangle Storage, LLC. (hereinafter sometimes referred to as "GTS" or "OWNER").

**1. RECITALS**

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the "REINVESTMENT ZONE"); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit "A" attached hereto and which will involve construction of an underground storage cavern and related improvements (hereinafter referred to collectively as the "PROJECT"); and

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

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



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

## 2. AUTHORIZATION

**THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.**

## 3. DEFINITIONS

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

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

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

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

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

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

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

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

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

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

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

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

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

#### 4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by both parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2029 and shall terminate on December 31, 2038, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2027, this AGREEMENT shall be null and void.

## 5. OWNER REPRESENTATIONS/OBLIGATIONS

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

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter, 2028, maintain a level of not less than one (1) new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of June 1, 2023 as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below one (1) full-time jobs for total on site employment by owner during said term. In the event that such employment falls below one (1) full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s  
 A2 = revised Abatement \$s  
 E1 = 1 full-time jobs  
 E2 = revised employee count  
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment in excess of \$75 million;
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

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

an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

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

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

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT relating to the use of union or non-union, local and HUB/DBE vendors, suppliers or sub- contractors. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph;

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

## 6. VALUE OF ABATEMENT

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

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

## 7. QUARTERLY MONITORING MEETINGS

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

## 8. TAXABILITY

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

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

## 9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

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

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

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

#### **10. POLLUTION CONTROL EXEMPTION**

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2020 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.



## 11. EVENT OF DEFAULT

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

## 12. RECAPTURE OF TAXES

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

## 13. TERMINATION

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

## 14. ASSIGNMENT

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

#### 15. ENTIRE AGREEMENT

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

#### 16. SUCCESSORS AND ASSIGNS

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

#### 16. NOTICE

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

**OWNER:** David Saindon  
Golden Triangle Storage LLC  
919 Milam Street, Suite 2425  
Houston, Texas 77002  
dsaindon@calichestorage.com

With a copy to: John Johnson  
Griffith Moseley Johnson  
2901 Turtle Creek Drive, Suite 445  
Port Arthur, Texas 77642  
jjohnson@gmjinc.com

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

(409) 839-2311 (facsimile)

With a copy to:

Ms. Kathleen Kennedy, Chief Civil Attorney  
Criminal District Attorney  
1149 Pearl Street, 3<sup>rd</sup> Floor  
Beaumont, Texas 77701  
(409) 835-8550  
(409) 835-8573 (facsimile)

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

#### **17. MERGER**

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

#### **18. INTERPRETATION**

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

#### **19. APPLICABLE LAW AND VENUE**

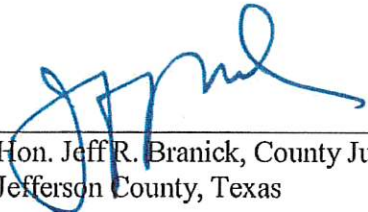
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

#### **20. SEVERABILITY**

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

Executed in duplicate this the 14<sup>th</sup> day of SEPT, 2023.

**FOR THE COUNTY:**

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

**FOR OWNER:**

Don H. Sur-LFO

**EXHIBIT A "Description of Project"**

The proposed project is a facility to CONSTRUCT:

Golden Triangle Storage Phase 4

An underground storage cavern with an estimated investment is \$75 million with 40 peak construction jobs.

**"Tax Abatement Schedule"**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2029	85%
2	2030	85%
3	2031	85%
4	2032	85%
5	2033	85%
6	2034	85%
7	2035	85%
8	2036	85%
9	2037	85%
10	2038	85%

**EXHIBIT B "Base Year Property"**

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

**EXHIBIT C – “Reinvestment Zone Order”**

STATE OF TEXAS                      §            IN THE COMMISSIONERS COURT  
COUNTY OF JEFFERSON            §            OF JEFFERSON COUNTY, TEXAS

AN ORDER OF THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS DESIGNATING A REINVESTMENT ZONE PURSUANT TO SEC 312. 401 et seq. OF THE TAX CODE (THE PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT)

WHEREAS, the Commissioners Court of Jefferson County, Texas desires to create the proper economic and social environment to induce the Investment of private resources in productive business enterprises located in the county and to provide employment to residents of the area; and,

WHEREAS, it is in the best interest of the County to designate the Golden Triangle Storage 2023 facility in the Beaumont, TX ETJ as reinvestment zone, pursuant to Sec. 312. 401, Tax Code (The Property Redevelopment and Tax Abatement Act)

IT IS THEREFORE ORDERED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS

Section 1. That the Commissioners Court hereby designates the property at 6679 Highland Ave, Beaumont, TX 77705 (mailing purpose), further described in the legal description attached hereto as Exhibit "A", and made apart hereof for all purposes, as a Reinvestment Zone (the "Zone") (Pursuant to the directives of the Comptroller's office, all surveys must contain GPS coordinates for each point

Section 2 That the Commissioners Court finds that the Zone area meets the qualifications of the Texas Redevelopment and Tax Abatement Act (hereinafter referred to as the "Act".)

Section 3. That the Commissioners Court has heretofore adopted Guidelines and Criteria for Granting Tax Abatements in Reinvestment Zones in Jefferson County, Texas

Section 4 That the Commissioners Court held a public hearing to consider this Order on the 19<sup>th</sup> day of September, 2023.

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

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

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



Signed this 19<sup>th</sup> day of September, 2023.

Jeff R. Branick  
JEFF R. BRANICK  
County Judge

Vernon Pierce  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

Michael S. Sinegal  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

Cary Erickson  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

Everette D. Alfred  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No 4

ATTEST [Signature]

DATE 9-19-2023





**GOLDEN TRIANGLE STORAGE**  
REINVESTMENT ZONE 2023 BOUNDARY

Legend

Google Earth

3000 ft

GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE  
 LATITUDE AND LONGITUDE OF BOUNDARY

OID_	LAT	LONG	LAT_DMS	LONG_DMS
1	30.02577203	-94.07493341	30° 01' 32.77929720" N	094° 04' 29.76029040" W
2	30.02382416	-94.0737189	30° 01' 25.76696520" N	094° 04' 25.38805440" W
3	30.01934877	-94.07599953	30° 01' 09.65556480" N	094° 04' 33.59831520" W
4	30.0162643	-94.07597435	30° 00' 58.56147280" N	094° 04' 33.50765280" W
5	30.01575218	-94.07655606	30° 00' 56.70784800" N	094° 04' 35.60181960" W
6	30.02289483	-94.08101592	30° 01' 22.42137360" N	094° 04' 51.65730120" W
7	30.02415855	-94.07834447	30° 01' 26.97078000" N	094° 04' 42.04011000" W
8	30.02879873	-94.08122891	30° 01' 43.67543160" N	094° 04' 52.42407600" W
9	30.02632595	-94.08648208	30° 01' 34.77342360" N	094° 05' 11.33549520" W
10	30.02665149	-94.08668447	30° 01' 35.94535320" N	094° 05' 12.06409200" W
11	30.02912427	-94.08143129	30° 01' 44.84738280" N	094° 04' 53.15262960" W
12	30.02922894	-94.08120892	30° 01' 45.22417320" N	094° 04' 52.35212280" W
13	30.02426361	-94.07812237	30° 01' 27.34900320" N	094° 04' 41.24053560" W
15	30.01654966	-94.07705066	30° 00' 59.57875800" N	094° 04' 37.38237960" W
16	30.01504447	-94.08024822	30° 00' 54.16008480" N	094° 04' 48.89360640" W
17	30.01417418	-94.07970615	30° 00' 51.02705880" N	094° 04' 46.94213280" W
18	30.01295747	-94.08229072	30° 00' 46.64689200" N	094° 04' 56.24657760" W
19	30.01416262	-94.08325705	30° 00' 50.98543560" N	094° 04' 59.72536920" W
20	30.01485603	-94.08178412	30° 00' 53.48171880" N	094° 04' 54.42282480" W
21	30.01446683	-94.08154168	30° 00' 52.08057720" N	094° 04' 53.55006240" W
22	30.01506864	-94.08026328	30° 00' 54.24710760" N	094° 04' 48.94780800" W
23	30.01657384	-94.07706569	30° 00' 59.66583120" N	094° 04' 37.43649480" W

**EXHIBIT D – “List of HUB/ DBE Companies”**



## Minority Business Directory

\* Indicates certification as a HUB/DBE has been obtained

### Accountants/ Certified Public

ComPRO Tax  
Denise White  
2720 N. 11<sup>th</sup> Street  
Beaumont, TX 77703  
Tel: 409-924-7777  
Fax: 409-924-0610  
Website: [www.comprotax.com](http://www.comprotax.com)

Fedric Zeno, Sr.  
ComPRO Tax, Inc.  
2905 Laurel Ave.  
Beaumont, TX 77703  
Tel: 409-832-1099  
Fax: 409-832-2108  
Home: 409-840-5129  
Email: [zenoandassociate@aol.com](mailto:zenoandassociate@aol.com)

Gayle Botley  
Botley & Associates, CPA's  
Tel: 409-833-8757

Joanne Spooner  
South Park ComPRO Tax  
4390 Highland Avenue  
Beaumont, TX 77705  
Tel: 409-832-8299  
Fax: 409-832-1661  
Website: [www.comprotax.com](http://www.comprotax.com)

\*Stephanie Clark  
The Ann Group  
2700 Blanchette St. (01)  
Tel: 409-813-3696  
Fax: 409-813-3404  
Email: [sclark@theanngroup.com](mailto:sclark@theanngroup.com)

Mr. Yusuf Muhammad  
ComPRO Tax  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-832-3565  
Fax: 409-832-2252  
Website: [www.comprotax.com](http://www.comprotax.com)

Ms. Margaret Bostic  
That Too  
Tel: 409-842-6966

**Advertising & Public Relations**

Jessie Haynes & Associates  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.haynespr.com](http://www.haynespr.com)

Texas Black Pages  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222  
Website: [www.texasblackpages.com](http://www.texasblackpages.com)

**Agricultural**

Lloyd J. Hebert  
Cooperative Extension Program  
1295 Pearl St  
Beaumont, TX 77701  
Tel: 409-835-8461  
Cell: 409-351-1331

**Air Conditioning Repair**

Big-O Air Conditioning & Heating  
1370 Lavaca  
Beaumont, TX 77705  
Tel: 409-833-4817  
Cell: 409-656-0827

J&W A/C Heating  
Ivory Joe Harris  
5465 Emerald Dr.  
Beaumont, TX 77705  
Tel: 409-842-2389

Jon D. Welch  
Coushatta  
P.O. Box 13071  
Beaumont, TX 77726  
Tel: 409-899-2552  
Email: [jon@coushatta-services.com](mailto:jon@coushatta-services.com)  
Website: [www.coushatta-services.com](http://www.coushatta-services.com)

LanLos Appliance & Air Conditioning Repair  
P.O. Box 5513  
Beaumont, TX 77726  
Tel: 409-724-4101

Villery's  
Refrigeration & Air Conditioning Service  
Tel: 409-838-2233

**Barbecue/ Caterers**

Charlie Dean  
Dean's Bar-B-Q & Catering  
805 Magnolia  
Beaumont, TX 77701  
Tel: 409-835-7956

Eugene Sam  
Tillmans Barbecue Pit  
1104 Sherman St  
Beaumont, TX 77701  
Tel: 409-838-5592

Gerard's Barbecue Diner  
3730 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-9135

Jack Patillo Barbecue  
2775 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-833-3154

Leonard Broussard  
Broussard's Bar-B-Q  
2930 S. 11<sup>th</sup> Street  
Beaumont, TX 77701  
Tel: 409-842-1221

\*Mouton's Catering  
3845 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-4933

**Carpet/ Flooring**

\*Alton & Michelle Babineaux  
Bab's Carpet  
4940 Highland Ave.  
Beaumont, TX 77705  
Tel: 409-833-7484  
Fax: 409-790-4218

Delores Fruge  
Power Stretch Carpet  
502 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Home: 409-832-8626  
Cell1: 409-617-1862  
Cell2: 409-338-9907  
Fax: 409-833-3230

Raymon and Sharonne Morris  
Morris and Morris Floor Covering  
4515 Ironton  
Beaumont, TX 77703  
Home: 409-833-5011  
Tel: 409-553-9861

**Computer Service & Repair**

Chris Martin  
601 Woodworth  
Port Arthur, TX 77642  
Tel1: 409-982-3528  
Tel2: 409-982-3529

David Leaven / Marcus Frank  
F & L Computer Solutions  
P.O. Box 328-A  
Winnie, TX 77665  
Tel: 409-351-1256

**Consultant**

Felicia Young, Owner  
Five Star Business Solutions  
Tel: 409-466-6038

**Contractors / Construction Services / Community Development /  
Home Builders**

Al Armstrong  
SEATECH  
3227 Highland Ave  
Beaumont, TX 77701  
Tel: 409-350-5620

Albert Ceaser  
CMM Construction  
Tel 409-842-1250

Arthur Limbrick, Sr.  
Lim Construction, Inc.  
Commercial & Residential Building  
4935 Fannett Road  
Beaumont, TX 77705  
Tel: 409-842-9765  
Fax: 409-842-9141  
Cell: 409-338-0832

\*Bruce's General Construction, Inc.  
1175 Reynolds Rd  
Beaumont, TX 77707  
Tel: 409-866-6245

Celestine's Construction  
510 Palm St.  
Beaumont, TX 77705  
Tel: 409-832-1342

*Christene Sonnier	
Coastal Industrial Services, Inc.	
P.O. Box 158	205 West Hwy 365, Ste. A
Port Neches, TX 77651	Port Arthur, TX 77640
Tel: 409-736-3797	Fax: 409-736-2270
Cell: 409-728-5072	Email: <a href="mailto:www.coastaltxs@aol.com">www.coastaltxs@aol.com</a>

Cornelius Harris  
Alamo Contractors

Don LaFleur  
Don LaFleur Construction & Homes  
5681 Eastex Freeway  
Beaumont, TX 77708  
Tel: 409-347-0593

Donald Ray Wise



Wise Barricades  
Tel: 409-835-5113

Eddie Senigaur  
Senigaur Home Builder & General Contractor  
3196 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-5220  
Fax: 409-842-2983

Jerry Ball- VP  
EnviroTech Services LLC  
Southeast Texas Division  
3024 Commerce St.  
Port Arthur, TX 77642  
Tel: 409-790-5910  
Toll Free: 800-286-3695  
Email: [jerry.ball@osfinc.net](mailto:jerry.ball@osfinc.net)

\*Joshua Allen  
J. Allen contractors, Inc.  
Tel: 409-833-8947  
Email: [office@jallenmgmt.com](mailto:office@jallenmgmt.com)

Lloyd Broussard  
EnviroTech Services, LLC  
4002 Caroline Street  
Houston, TX 77004  
Tel: 713-551-6671

Gulf Coast Full Circle LLC  
Alice Washington  
3008 East 7<sup>th</sup> St.  
Port Arthur, TX 77642  
409—543-1643  
409-543-1991  
[gcfc2019@gmail.com](mailto:gcfc2019@gmail.com)

Ernestine Wade  
Gulf Coast Industrial Contractors, Inc.  
Tel: 409-842-1522

Joe Wheaton  
Joe Wheaton Construction Co.

Johnny Casmore  
Builders, Inc.  
7295 Ellen Lane

Beaumont, TX 77708  
Tel: 409-892-2223  
Fax: 409-466-1251

Joseph D. Deshotel  
DEZ-TEX Construction, Inc.  
Tel: 409-842-4844

\*Kenny Timms  
KT Maintenance  
Tel: 409-982-9952  
Email: [Kenny.tims@ktmaintenance.com](mailto:Kenny.tims@ktmaintenance.com)

Mr. Vories Lornette, Sr.  
Faith Construction  
Tel: 409-794-2615

Mr. Matt Hopson  
Southeast TX Community Development  
1460 Gladys  
Beaumont, TX 77701  
Tel: 409-835-7527  
Fax: 409-835-1680  
Email: [mhopson@setcdc.org](mailto:mhopson@setcdc.org)

Mrs. Antoinette J. Hardy  
Beaumont Community Development  
505 E. Florida  
Beaumont, TX 77705  
Tel: 409-813-2158  
Fax: 409-813-2165  
Email: [ahardy1969@yahoo.com](mailto:ahardy1969@yahoo.com)

Ms. Mary Randall  
J&M construction  
Tel: 409-842-0967

Naomi Lawrence-Lee  
CNB Development Group  
Tel: 409-767-8037  
Email: [nlee@cnbhomes.com](mailto:nlee@cnbhomes.com)

Ories Holmes  
Ories Holmes Construction  
Tel: 409-842-3943

Paul Buxie  
Buxie Builders  
Tel: 409-833-2028

Perkins brown  
Brown Fencing & construction  
Tel: 409-833-1533

R. Anthony Lewis II  
Custom Home Design & Building  
Tel: 409-839-4735

Ray Marsh  
RAM Contracting Services  
Tel: 214-597-0541  
Email: ray@rammep.com

Richard Gilbert / Bruce Dunbar  
Owner / Superintendent  
GP Realty Building Co.  
648 Orleans  
Beaumont, TX 77701  
Richard Tel: 281-895-7773  
Bruce Tel: 409-454-6356  
Fax: 409-835-6775

\*Roosevelt Petry  
GP Industrial Contractors, Inc.  
rpetry@gpic2000.com  
Port Arthur, TX 77640  
Tel: 281-850-8889

Steve Andrus  
Andrus Construction  
Beaumont, TX 77703  
Home: 409-835-4397  
Work: 409-835-8629  
Cell: 409-466-1860

William Kenebrew, Sr.  
Kenebrew Masonary  
Tel: 409-866-3310

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### **Commodities**

\*Loma George  
LG Supplies  
9545 Riggs Street  
Beaumont, TX 77707  
lomageorge@att.net  
Tel: 409-782-4086

**Copy Services**

Jeanette Rideau  
Reliable Copy Service  
2498 Washington Blvd -B  
Beaumont, TX 77705  
Tel: 409-835-1218  
Fax: 409-838-0064  
Email: [jeanetteRCS@sbcglobal.net](mailto:jeanetteRCS@sbcglobal.net)

**Council**

Beverly L. Hatcher- President  
Golden Triangle Minority Council, Inc.  
P.O. Box 21664  
Beaumont, TX 77720-1664  
Tel: 409-962-8530  
Fax: 409-898-8077  
Email: [gtmbc@ih2000.net](mailto:gtmbc@ih2000.net)  
Website: [www.gtmbc.com](http://www.gtmbc.com)

**Electrical/ Mechanical Contractors**

Calvin Walker  
Walker's Electric Company  
2916 Magnolia Street  
Beaumont, TX 77703  
Tel: 409-212-9244  
Fax: 409-212-9245

\*Gregory T. Johnson, Sr.  
GJETCO  
P.O. Box 22735  
Beaumont, TX 77720  
Tel: 409-866-3829  
Fax: 409-866-6962

\*Joseph C. Ledet, III  
Ledet Electrical Services  
Tel: 409-896-5471  
Cell: 409-791-1366

Ray Marsh

RAM Electrical & Mechanical Contractors  
3467 Elinor  
Beaumont, TX 77705  
Cell: 214-597-0541  
Fax: 972-539-2422  
Email: [ray@ram4mep.com](mailto:ray@ram4mep.com)

### **Employment Services**

Imogene Chargois  
Texas Workforce Centers of Southeast Texas  
304 Pearl Street  
Beaumont, TX 77701  
Tel: 409-839-8045  
Fax: 409-835-0774  
Email: [imogene.chargois@setworks.org](mailto:imogene.chargois@setworks.org)

\*Luis G. Silva  
Silva Employment Network  
2901 Turtle Creek Drive, Suite 205  
Port Arthur, TX 77642  
Tel: 409-727-4024  
Fax: 409-727-4094  
Email: [lgsilva1940@aol.com](mailto:lgsilva1940@aol.com)

### **Energy**

Syed Mohiuddin  
Apex Petroleum & Energy Xpress, LLC  
The Apex Plaza  
9100 SW Freeway, Suite 201  
Houston, TX 77074  
Tel: 713-541-2755  
Fax: 713-541-5535  
Website: [www.syed@apexgroupofcompaines.com](http://www.syed@apexgroupofcompaines.com)

### **Engineers**

\*Andy Chica  
Chica & Associates Inc.  
595 Orleans, Suite 508  
Beaumont, TX 77701  
Tel: 409-833-4343

Sina K. Nejad, P.E.  
Sigma Engineers, Inc.

4099 Calder Avenue  
Beaumont, TX 77706  
Tel: 409-898-1001  
Fax: 409-898-3420  
Email: [mail@sigmaengineers.com](mailto:mail@sigmaengineers.com)

### **Environmental**

Bennard L. Nelson, Jr.  
Legacee Environmental  
6001 Savoy, Suite 204  
Houston, TX 77035  
Tel: 713-218-8647  
Fax: 713-218-8649  
Email: [bnelson@legaceenvironmental.com](mailto:bnelson@legaceenvironmental.com)

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
5300 39<sup>th</sup> Street – P.O. Box 387  
Groves, TX 77619  
409-962-1318  
Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: [cpilaboratory.com](http://cpilaboratory.com)

### **Florists- Retail**

Mr. Walter McCloney  
McCloney Florist  
2690 Park St  
Beaumont, TX 77701  
Tel: 409-838-6861  
Fax: 409-838-0085  
Email: [waltermccloney@sbcglobal.net](mailto:waltermccloney@sbcglobal.net)

### **Home Repair & Maintenance**

Clinton Ford  
Clint's Maintenance and Repairs  
8345 Lawrence Drive  
Beaumont, TX 77708  
Tel: 409-899-4547

### **Industrial Consultant**

B.D. Belvin and Assoc.

Consulting Business Development  
9692 Westhiemer Rd., Suite 83  
Houston, TX 77063  
Tel: 512-789-8178  
Email: [david@bdbelvin.com](mailto:david@bdbelvin.com)  
Website: [www.bdbelvin.com](http://www.bdbelvin.com)

Glenn J. Walters  
Home Sweet Home Enterprise, Inc.  
5212 Culpepper PL  
Wesley Chapel, FL 33544  
Tel: 813-907-9499  
Cell: 813-503-8896  
Fax: 813-994-9557  
Email: [glennjwalters@aol.com](mailto:glennjwalters@aol.com)

### **Insurance**

Bobby L. Holmes  
Farmers Insurance Group  
1120 Woodworth Blvd.  
Port Arthur, TX 77640  
Tel: 409-982-1200  
Fax: 409-982-1300  
Email: [bholmes@farmeragent.com](mailto:bholmes@farmeragent.com)

Byron Lewis  
LRC Insurance, Inc.  
190 S. Dowlen Road  
Beaumont, TX 77707  
Tel: 409-866-7073  
Cell: 409-466-3664  
Email: [lrcinsurance@yahoo.com](mailto:lrcinsurance@yahoo.com)

Charles E. Taylor  
Farmers Insurance Group  
3355 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-842-8300  
Home: 409-866-8412  
Email: [mrcharlestaylor@cs.com](mailto:mrcharlestaylor@cs.com)

O'Dell E. Harmon  
A & M Marketing  
595 Orleans, Suite 1128  
Beaumont, TX 77701  
Tel: 409-466-2533  
Email: [odharm21@yahoo.com](mailto:odharm21@yahoo.com)



Website: [www.coloniallife.com](http://www.coloniallife.com)

Lora Brooks Francis  
Insurance Medical Services, Inc.  
8100 Lemon Tree Court  
Port Arthur, TX  
Tel & Fax: 409-722-0077  
Cell: 409-289-0945

Mark A. Williams  
Protectors Insurance & Financial Services  
2600 South Loop West, Suite 520  
Houston, TX 77054  
Tel: 832-347-6080  
Fax: 713-660-9977  
Email: [mwilliams@protectorinsurance.com](mailto:mwilliams@protectorinsurance.com)

Mr. Lawrence Evans  
Farmers Insurance Co.  
3355 Washington Blvd.  
P.O. Box 22897  
Beaumont, TX 77720  
Tel: 409-842-8300  
Fax: 409-842-8304  
Email: [levansinsurance@msn.com](mailto:levansinsurance@msn.com)

Tarik Cooper  
Frank and Cooper, Inc.  
125 IH 10 North Street, Suite 410  
Beaumont, TX 77707  
Tel: 409-284-5341  
Cell: 409-939-0247

Thelma Jefferson  
Discount Medical & Dental  
5125 Folsom  
Beaumont, TX 77706  
Tel1: 409-899-9194  
Tel2: 409-4661822  
Email: [cautiousscenery@aol.com](mailto:cautiousscenery@aol.com)

### **Investment**

Connie D. Gist  
EdwardJones  
4414 Dowlen Road, Suite 102



Beaumont, TX 77706  
Tel1: 409-896-5852  
Toll Free1: 888-368-2620  
Toll Free2: 888-898-7188  
Website: [www.edwardjones.com](http://www.edwardjones.com)

### **Lawn Care**

Ava S. Hamilton  
B & A Lawn Care Service  
P.O. Box 22855  
Tel1: 409-866-9399  
Tel2: 409-651-9955  
Tel3: 409-651-9954

\*Michael Alfred  
The Garden of Gethsemane  
Tel: 409-842-2773

### **Logistic**

\*Ray Deshotel  
Beaumont Warehouse-Transportation  
P.O. Box 20477  
Beaumont, TX 77720  
Tel: 409-883-9997  
Fax: 409-883-4208  
Cell: 409-299-0053  
Email: [ldeshotel@pnx.com](mailto:ldeshotel@pnx.com)

### **Maintenance**

Kenny L. Tims, Sr.- President  
KT Maintenance Company, Inc.  
800 Proctor Street  
Port Arthur, TX 77640  
Tel: 409-982-9952  
Fax: 409-982-4851  
Email: [kenny.tims@ktmaintenance.com](mailto:kenny.tims@ktmaintenance.com)

### **Misc.**

Clarence C. Jones  
M&R Cleaning Services  
Tel: 409-833-4535

Delois Roy  
Art World  
Tel: 409-892-7638

J.M. Kaufman  
J.M. Kaufman Materials Co.  
Tel: 409-985-4906

James Holmes  
James Holmes Enterprises, Inc.  
Tel: 409-842-3685

\*Toni Prados  
Area Impressions Caps & T's  
Tel: 409-833-4561  
Email: bprados@swbell.net

#### **Office Supply**

Howard Giron  
Select Business Products  
P.O. Box 22741  
Beaumont, TX 77720  
Tel: 409-866-3224  
Fax: 409-866-1401

#### **Pest Control**

Colton (Bubba) Moore, Owner  
Moore Superior Pest Control, Inc.  
Tel: 409-899-1799

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#### **Petroleum Testing/Marine Barge/Ship Inspection**

\* Tiffany Liepke, President  
Chemical and Petrochemical Inspections L.P.  
5300 39<sup>th</sup> Street – P.O. Box 387  
Groves, TX 77619  
409-962-1318  
Mobile: 409-460-0484  
Email: [liepke@cpilaboratory.com](mailto:liepke@cpilaboratory.com)  
Website: [cpilaboratory.com](http://cpilaboratory.com)

**Photography**

Harold's Photography  
2705 S. Fourth St  
Beaumont, TX 77705  
Tel: 409-794-5376  
Fax: 409-842-4143  
Email: [haynes.haynes@sbcglobal.net](mailto:haynes.haynes@sbcglobal.net)

Johnny Beatty Barry  
Photographer & Videographer  
2906 Roberts St.  
Beaumont, TX 77701  
Tel: 409-842-3903

Sonny Perkins  
Sonny's Video  
2290 Morrison  
Beaumont, TX 77701  
Tel: 409-832-9380

**Plumbing**

A.J.  
Martha's Sewage and Drainage Service  
2370 Columbia Street  
Beaumont, TX 77701  
Tel: 409-833-2796

Charles chevis  
Joe Simon Plumbing & Heating  
Tel: 409-842-0490

**News/ Media/ Publications**

Angel San Juan  
KFDM 6 & WB 10 KWBB  
P.O. Box 7128  
Beaumont, TX 77726-7128  
Tel: 409-895-4661  
Fax: 409-892-7305  
Email: [angels@kfdm.com](mailto:angels@kfdm.com)

Helen Hunter Tubbs

Spotlight Magazine  
P.O. Box 41203  
Beaumont, TX 77725  
Tel: 409-832-3494  
Fax: 409-832-6171

Jesse Samuels, Sr.  
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755 S. 11<sup>th</sup> Street, Suite 102  
Beaumont, TX 77701  
Tel: 409-833-9421  
Fax: 409-833-9296  
Home: 409-983-5404

Jessie Haynes  
NAC Publishing- 10 Stupid Things  
P.O. Box 22577  
Beaumont, TX 77720  
Tel: 409-838-2222

Mr. A. B. Bernard  
BGI Enterprise  
PO Box 22077  
Beaumont, TX 77720-2077  
Tel: 409-833-0303  
Fax: 409-833-0744

Ms. Vicke Frank  
KZZB Radio  
2531 Calder Ave.  
Beaumont, TX 77702  
Tel: 409-833-0990  
Fax: 281-424-7588

Tracie Payne  
CUSH Magazine  
P.O. Box 22197  
Beaumont, TX 77720  
Tel: 409-212-1111  
Website: [www.cush.com](http://www.cush.com)

**Purchasing/ Procurement**

Odell Wynn  
WGN Procurement  
2626 South Loop West, Suite 545  
Houston, TX 77054

Tel: 713-857-8359

**Real Estate**

Dr. Kevin Moulton  
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2955 Laurel St.  
Beaumont, TX 77702  
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Fax: 409-866-5463  
Email: [drvinnie@sbcglobal.net](mailto:drvinnie@sbcglobal.net)

Kim Fenner  
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Fax: 409-898-8591  
Cell: 409-893-0735  
Email: [kim.fenner@era.com](mailto:kim.fenner@era.com)  
Website: [www.erateamrealtors.com](http://www.erateamrealtors.com)

Mr. Pat Gibbs  
G-Team Real Estate  
3229 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-832-2500  
Fax: 409-832-2515  
Email: [phgibbs@sbcglobal.net](mailto:phgibbs@sbcglobal.net)

Mrs. Dee Richard Chavis  
Dee Richard Real Estate  
999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
Tel: 409-839-4580  
Fax: 409-839-4395  
Email: [drealestate@gt.rr.com](mailto:drealestate@gt.rr.com)

Mrs. Patricia Beckett White  
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999 S. 4<sup>th</sup> St.  
Beaumont, TX 77701  
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Fax: 409-839-4395  
Email: [drealestate@ft.rr.com](mailto:drealestate@ft.rr.com)

Mrs. Willie Mae Thomas  
Five Brothers Investments  
6140 W. Windemere Dr.  
Beaumont, TX 77713  
Tel: 409-898-4100  
Cell: 409-201-0777  
Fax: 409-898-4090  
Email: [grannysboy4@yahoo.com](mailto:grannysboy4@yahoo.com)

Walter Kyles, Jr. & Co.  
Insurance- Real Estate- Construction  
2875 Washington Blvd  
Beaumont, TX 77705  
Tel: 409-842-3444  
Fax: 409-842-9770  
Cell: 409-338-1365  
Email: [kyles@aol.com](mailto:kyles@aol.com)

### **Restaurants**

Floyd & Carol Dixon  
Southern Delight Restaurant  
3195 Washington Blvd.  
Beaumont, TX 77705  
Tel: 409-840-5025

Frank Owens, Proprietor  
Dairy Queen  
3755 College St.  
Beaumont, TX 77701  
Tel: 409-838-4723

Nolan Hines, Jr.  
Taste of Orleans  
672 Orleans St.  
Beaumont, TX 77701  
Tel: 409-833-9460  
Cell: 409-553-4632  
Fax: 409-833-9470

Website: [www.tasteoforleansonline.com](http://www.tasteoforleansonline.com)

### **Roofing**

John & Lawrence  
Norman & Norman Roofing  
Beaumont, TX  
John Tel: 409-454-8586  
Lawrence Tel: 409-838-4266

### **Sanitary Supplies**

Armstead Price, Owner  
MVP Janitorial Inc.  
5430 Concord Road, Suite A  
P.O. Box 22961-2961  
Beaumont, Tx 77720  
Tel: 409-347-4100  
Cell: 409-454-5100

\*S and S – Enterprises  
PO Box 1983  
Beaumont, TX 77704  
Tel: 409-842-0594  
Fax: 409-842-0594  
Pager: 409-726-3624

The Invisible Armor  
Tammy Powell  
P.O. Box 22492  
Beaumont, TX 77720  
Tel: 409-840-9801  
Fax: 409-840-9815  
Email: [www.iarmor.net](http://www.iarmor.net)

### **Trophies**

\*Harold Williams & Sherrie Charles  
AAA Trophy Shop & Etc.  
4570 Highland Ave  
Beaumont, TX 77705  
Tel: 409-651-6050  
Fax: 409-842-6473  
Email: [aaatrophysshop@yahoo.com](mailto:aaatrophysshop@yahoo.com)

### **Trucking/Heavy Hauling**

Alex J. Jeanmard

J&J Trucking  
Tel: 409-833-3026

Erwin Charles  
Charles Trucking  
Tel: 409-835-5805

Delisa Bean  
Dawn Express  
2005 Broadway, Suite 113  
Beaumont, TX 77702  
Tel: 409-212-8222

Frank Patillo  
Frank Patillo Trucking  
Tel: 409-833-0804

Gerald Castille  
G&S Trucking & Mowing  
Tel: 409-832-8347

Chris Gobert  
Gobert Trucking Company  
Tel: 409-838-5079

Jerry P. Bernard  
Bernard's Trucking  
Tel: 409-842-1259

Joseph Charles  
J&P Trucking  
Tel: 409-835-3119

Mrs. Shelia M. Mire  
W&S Mire Trucking

Roland Eaglin  
Roland Eaglin Trucking  
Tel: 409-835-0100

\*Lovetts Trucking  
Kima K. Lovett Sr/Owner  
P.O. Box 12342  
Beaumont, Texas 77726  
Ph: (409) 455-1399  
*Email: [lovettstruckingllc@gmail.com](mailto:lovettstruckingllc@gmail.com)*



**Wrecker Services**

Mr. Chuck Guillory  
Chuck's Wrecker Service  
2945 Blanchette Service  
Beaumont, TX 77701  
Tel: 409-832-8228  
Fax: 409-833-8348

Tommy Guillory  
Guillory's Wrecker Services  
4020 Fannett Rd  
Beaumont, TX 77705  
Tel: 409-842-5106  
Bernard Simon  
Mirror Shine & Shoe Repair  
657 Park  
Beaumont, TX 77701  
Tel: 409-835-5722

**Property Owner may acknowledge the County has previously provided this.**

**Exhibit "E"**

### **Jefferson County Abatement Policy**

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

**EXHIBIT "F" - AFFILIATES OF OWNER**



## JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

### ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

### STATEMENT OF PURPOSE

#### SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

### DEFINITIONS

#### SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

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

(c) “**Agreement**” means a contractual agreement between a property owner and/or lessee and the County.

(d) “**Base Year**” means the calendar year in which the abatement contract is executed (signed).

(e) “**Bulk Buys**” include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes “Bulk Buys” historically represent a significant percentage of the material purchase for a project.

(f) “**Deferred Maintenance**” means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) “**Distribution Center**” means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) “**Eligible Facilities**” or “Eligible Projects” means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

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

(j) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) **"Facility"** means property improvements completed or in the process of construction which together comprise and integral whole.

(n) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

## WHEN ABATEMENT AUTHORIZED

### SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,



improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

- (1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and
- (2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.
- (3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.
- (4) Must demonstrate **by an independent economic impact analysis** that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

### **Factors Considered By County In Considering Abatement Requests**

#### **Section IV**

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

- (1) Existing improvements, if any;
- (2) Type and value of proposed improvements;
- (3) Productive life of proposed improvements;
- (4) Number of existing jobs to be retained by proposed improvements;
- (5) Number and types of new jobs to be created by proposed improvements;
- (6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

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

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;



(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

---

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its

principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

## APPLICATION PROCESS

### SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds **which includes GPS coordinates (pursuant to a directive from**

the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30th) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

## AGREEMENT

### SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

## RECAPTURE

### SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.



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

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

## ADMINISTRATION

### SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

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

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

## AGREEMENT

### SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

## SUNSET PROVISION

### SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

## **DISCRETION OF THE COUNTY**

### **SECTION XI**

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

### **QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY**

#### **General:**

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

#### **Opening Paragraph:**

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

#### **Economic Impact Analysis:**

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

#### **Maps and Plats**

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

#### **Questions to be Answered**



(1) Is your project within a city limit? \_\_\_\_\_. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$ \_\_\_\_\_

Number of Acres: \_\_\_\_\_ or Square Feet: \_\_\_\_\_

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

\_\_\_\_\_  
Type of construction:  
(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

**Value of Pollution Control Devices:** It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: \_\_\_\_\_ years, or term of initial lease: \_\_\_\_\_

(8) Number of existing jobs to be retained by proposed improvements: \_\_\_\_\_  
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: \_\_\_\_\_  
Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: \_\_\_\_\_.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? \_\_\_\_\_



(12) Amount property tax base valuation will be increased:  
During term of abatement: \_\_\_\_\_  
After term of abatement: \_\_\_\_\_

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: \_\_\_\_\_  
(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: \_\_\_\_\_  
(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

\_\_\_\_\_  
\_\_\_\_\_

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

\_\_\_\_\_

(18) The impact on the business opportunities of existing businesses:

\_\_\_\_\_

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

\_\_\_\_\_

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRCC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

**NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.**



## AN ORDER TO RESTRICT OF OUTDOOR BURNING IN UNINCORPORATED AREAS OF JEFFERSON COUNTY

WHEREAS, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

WHEREAS, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

WHEREAS, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in all of the unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

WHEREAS, due to conditions that prevail, it is necessary to ban all outdoor burning is banned in all areas south of State Highway 73 to the Gulf of Mexico in Jefferson County, from the Chambers County line east to the Taylor Bayou bridge on Highway 73 in Port Arthur, thence south along Taylor Bayou to the Gulf Intracoastal waterway, thence south along the Sabine-Neches ship channel to the Gulf of Mexico.

WHEREAS, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,

WHEREAS, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

IT IS THEREFORE ORDERED that OUTDOOR BURNING IS PROHIBITED IN ALL UNINCORPORATED AREAS OF JEFFERSON COUNTY for 10 days (except for said exemptions stipulated above) unless terminated earlier based on a determination that the public safety hazard no longer exists by the County Judge or Commissioners' Court. A violation of this Order is a Class C misdemeanor with a penalty accessible of up to \$500.00. This Order shall be effective at 10:55 a.m., October 25, 2023

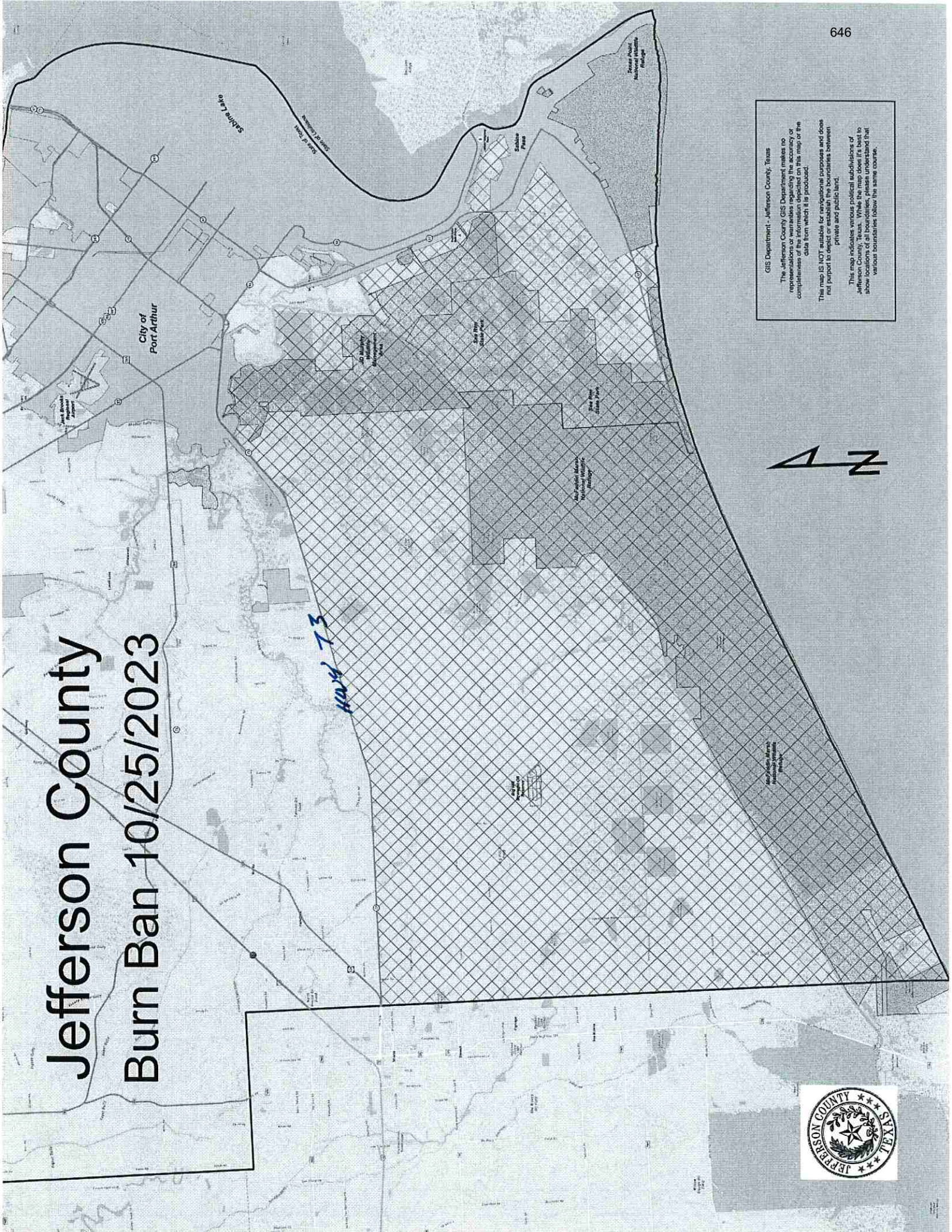
SIGNED this 25<sup>th</sup> day of October, 2023.

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Judge Jeff R. Branick  
County Judge



# Jefferson County Burn Ban 10/25/2023



GIS Department - Jefferson County, Texas  
The Jefferson County GIS Department makes no representations or warranties regarding the accuracy or completeness of the information depicted on this map or the data from which it is produced.  
This map IS NOT suitable for navigational purposes and does not purport to depict or establish the boundaries between private and public land.  
This map includes various political subdivisions of Jefferson County, Texas. While the map does its best to show locations of all boundaries, please understand that various boundaries follow the same course.







**AN ORDER TO EXTEND RESTRICTION OF OUTDOOR BURNING IN UNINCORPORATED AREAS OF JEFFERSON COUNTY**

**WHEREAS**, there exists a present danger that fires being used to burn debris may not be adequately controlled and spread and ultimately result in extensive damage and losses; and,

**WHEREAS**, fire departments and emergency responders are not adequately staffed and equipped to respond to fires that are not controlled adequately; and,

**WHEREAS**, pursuant to Sec. 352.081 of the Texas Local Government Code, the Commissioners' Court, by court order, may prohibit or restrict outdoor burning in all and/or part of the unincorporated areas of the county if the Commissioners' Court makes a finding that circumstances are present in the southern unincorporated areas of the county create a public safety hazard that would be exacerbated by outdoor burning; and,

**WHEREAS**, an order issued under this section shall not apply to outdoor burning activities related to public health and safety that are authorized by the Texas Commission on Environmental Quality for: firefighter training, public utility, natural gas pipeline, or mining operations, or harvesting agricultural crops; and,

**WHEREAS**, a person commits a Class C misdemeanor if the person knowingly or intentionally violates prohibition or restriction established by an order stopped under Sec. 352.081; and,

**WHEREAS**, the County Judge of Jefferson entered an Order prohibiting outdoor burning on October 25, 2023.

**IT IS THEREFORE ORDERED** that OUTDOOR BURNING IS PROHIBITED IN ALL UNINCORPORATED AREAS OF JEFFERSON County (except for said exemptions stipulated above) for a period of 90 days effective October 31, 2023, unless terminated earlier based on a determination that the public safety hazard no longer exists by the County Judge and/or Commissioners' Court. A violation of this Order is a Class C misdemeanor with a penalty accessible of up to \$500.00.

SIGNED this OCTOBER 31, 2023.

ATTEST [Signature]  
DATE 10/31/2023  
\_\_\_\_\_  
Judge Jeff R. Branick  
County Judge







### PROCLAMATION

STATE OF TEXAS	§	COMMISSIONERS COURT
	§	
COUNTY OF JEFFERSON	§	OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 31 day of October, 2023, on motion made by Everette "Bo" Alfred Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following Proclamation was adopted:

#### VETERAN'S DAY

WHEREAS America's veterans have fought to defend our country, its values, and its interests, since the first days of our founding, to defeat tyrants, eliminate terrorists, and secure freedom at home and abroad; and

WHEREAS, their courage and fortitude, in the face of adversity, they serve as an example for all Americans, we should to pay tribute to all who have proudly worn our Nation's uniforms as soldiers, sailors, airmen, marines, and Coast Guardsmen selflessly to protect others before themselves that can enjoy peace, prosperity; and.

WHEREAS, because of their love and dedication, they endured the rigors of loneliness, fatigue, and loss, at their own cost; and.

WHEREAS, many sustained permanent life-altering physical and mental injuries and disabilities that will scar them and make us realize we can never repay the debt we owe them; and

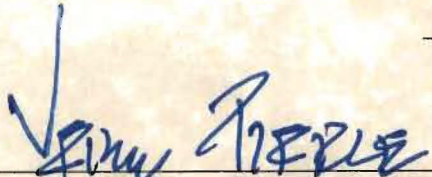
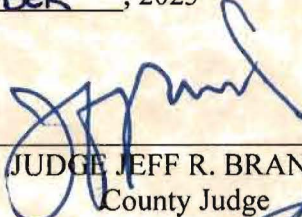

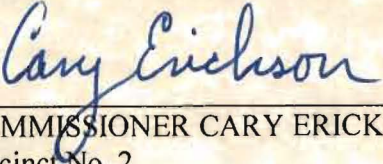
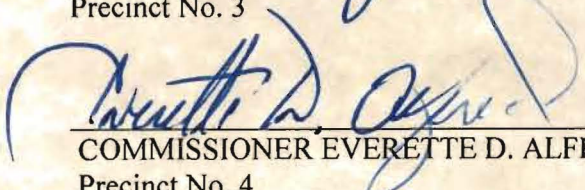
WHEREAS, their mental health and welfare is a critical issue and tragically, an average of 22 veterans die by suicide each day and our veterans deserve the best America can provide them; and

WHEREAS, Congress has declared that each November 11th shall be set aside as a legal public holiday to acknowledge these men and women, every background and walk of life, who have answered the call to defend our country..

NOW, THEREFORE, the Commissioners Court of Jefferson County, does hereby proclaim November 11, 2023, as Veterans Day and we encourage all to take time to thank and honor our veterans at ceremonies, with our thoughts and prayers and to display our flag.

Signed this 31<sup>ST</sup> day of OCTOBER, 2023



 _____ COMMISSIONER VERNON PIERCE Precinct No. 1	 _____ JUDGE JEFF R. BRANICK County Judge	 _____ COMMISSIONER MICHAEL S. SINEGAL Precinct No. 3
 _____ COMMISSIONER CARY ERICKSON Precinct No. 2		 _____ 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 31 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:

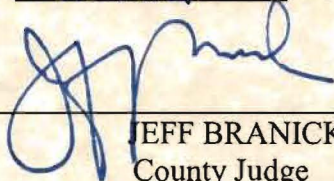
WHEREAS, Pam Yates, has devoted 29 years of her life to the service of the taxpaying citizens of Jefferson County; and,

WHEREAS, that service was provided through the Office of Assessor-Collector of Taxes for Jefferson County where she served as Tax Deputy, Assistant Supervisor, Supervisor, and the Mid-County Tax Office Manager; and,

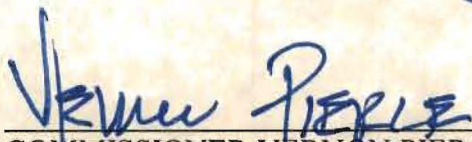
WHEREAS, Pam Yates dedicated her talents and services to the many activities for the daily functioning of the Jefferson County Tax Office; and


NOW THEREFORE, be it resolved that the Jefferson County Commissioners Court does hereby honor and commend Pam Yates for her dedicated service of Jefferson County and wishes her well in her retirement.


SIGNED this 31<sup>st</sup> day of October, 2023.


  
\_\_\_\_\_  
JEFF BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

**STATE OF TEXAS           §**

**COUNTY OF TRAVIS       §**

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the **County of Jefferson**, acting by and through its duly authorized officials, called the “Local Government.”

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at **Erie Street at LNVA Canal**, and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number **116073**, dated **August 31, 2021**; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:



TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A. The Agreement is terminated in writing with the mutual consent of the parties;
- B. The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C. The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D. The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

## 6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

## 7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

## 8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

## 9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### 10. Architectural and Engineering Services

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

#### 11. Construction Responsibilities

- A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

#### 12. Project Maintenance

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

#### 13. Local Project Sources and Uses of Funds

- A. A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B. Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name	CR 336 (Erie St) @ LNVA Canal			<i>AFA Not Used For Research &amp; Development</i>	

above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L. The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M. Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: **Michelle Falgout, P.E.**  
**Jefferson County**  
**1149 Pearl Street, 5<sup>th</sup> Floor**  
**Beaumont, TX 77701**

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

### 18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

### 20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

### 21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

### 22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

### 23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations



TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name	CR 336 (Erie St) @ LNVA Canal			AFA Not Used For Research & Development	

*discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

## 27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A.** No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B.** 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C.** The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

## 30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name	CR 336 (Erie St) @ LNVA Canal			<i>AFA Not Used For Research &amp; Development</i>	

### 31. Single Audit Report

- A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B. If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C. If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D. For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name	CR 336 (Erie St) @ LNVA Canal			<i>AFA Not Used For Research &amp; Development</i>	

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### 33. Signatory Warranty

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name	CR 336 (Erie St) @ LNVA Canal			AFA Not Used For Research & Development	

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

DocuSigned by:

*Jeff Branick, Jefferson County Judge*

F0BD00D0EE6E4F5...

Signature

Jeff Branick, Jefferson County Judge

Typed or Printed Name

County Judge

Title

7/7/2023

Date

**THE STATE OF TEXAS**

DocuSigned by:

*Graham A. Bettis, P.E.*

0B572EEDBD114E7...

Graham Bettis, P.E.

Bridge Division Director

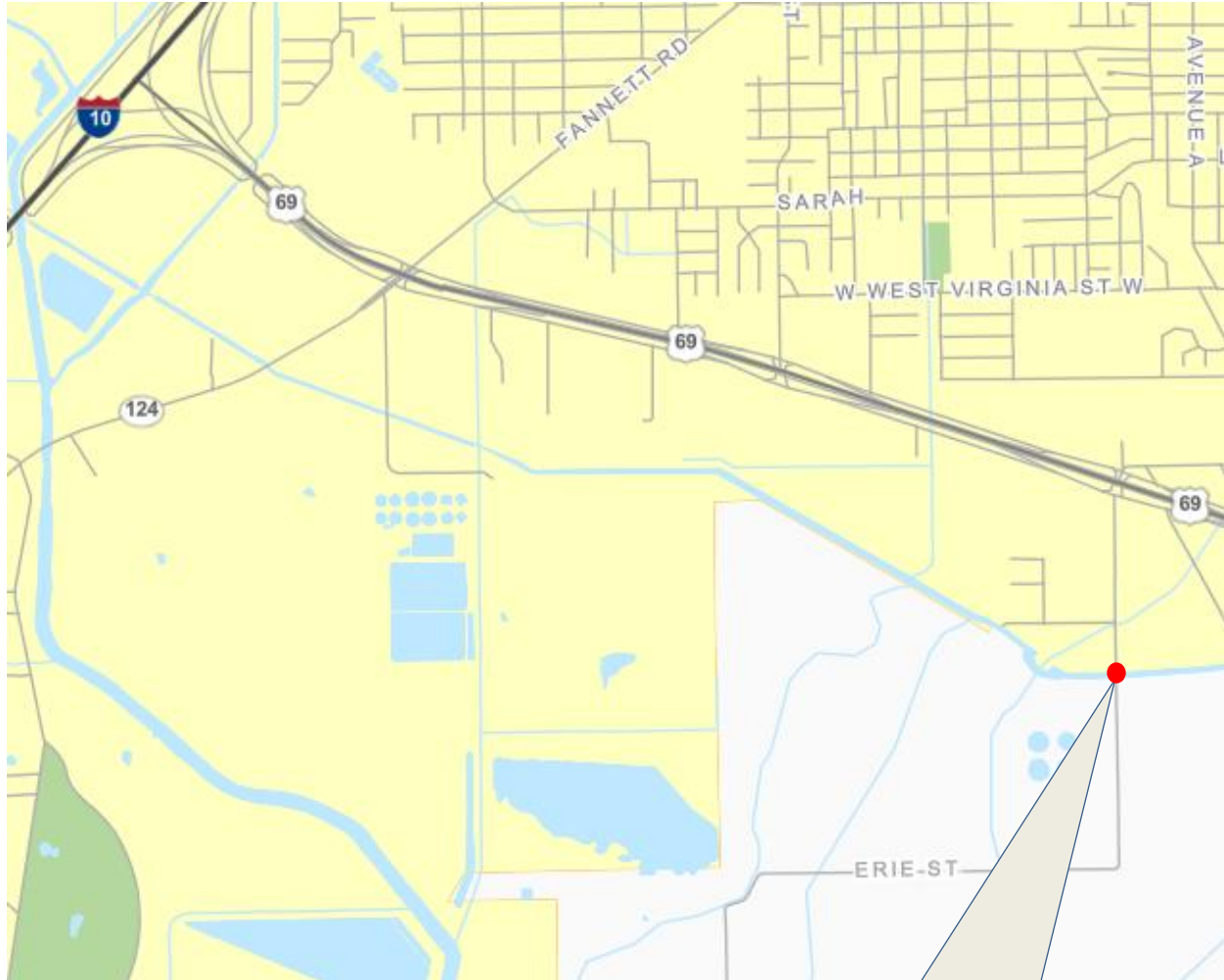
Texas Department of Transportation

8/3/2023

Date

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

## ATTACHMENT A PROJECT LOCATION MAP



**BRIDGE: CR 336 (ERIE ST) @ LNVA CANAL**  
**CSJ: 0920-38-287**  
**NBI: 20-124-0-AA03-36-002**

TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287				
District #	20	Code Chart 64#	50124	CFDA No.	20.205
Project Name	CR 336 (Erie St) @ LNVA Canal			CFDA Title	Highway Planning and Construction
<i>AFA Not Used For Research &amp; Development</i>					

**ATTACHMENT B \*\***  
**LIST OF DISTRICT ENGINEER APPROVED**  
**EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A	N/A	N/A	N/A	N/A
Total				N/A
EMP work credited to this PWP*				N/A
Balance of EMP work available to associated PWPs				N/A
Associated PWPs CSJs			Amount to be Credited to Associated PWPs	
N/A			N/A	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

\*\*This attachment not applicable for non-PWPs.





TxDOT:				NBI Structure #	20-124-0-AA03-36-002
CCSJ #		AFA ID	Z000006025	Federal Highway Administration:	
AFA CSJs	0920-38-287			CFDA No.	20.205
District #	20	Code Chart 64#	50124	CFDA Title	Highway Planning and Construction
Project Name	CR 336 (Erie St) @ LNVA Canal			AFA Not Used For Research & Development	

## ATTACHMENT D

### RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

The State of Texas  
County of **Jefferson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, (**County of Jefferson**), hereinafter referred to as the Local Government owns bridges located at (**CR 336 (Erie St) at LNVA Canal**), National Bridge Inventory (NBI) Structure Number (**20-124-0-AA03-36-002**), State Control-Section-Job (CSJ) Number (**0920-38-287**); and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number (**116073**). Dated (**August 31, 2021**); and


WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for **CSJ 0920-38-287**.

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The (County Judge) is authorized to execute the agreement on behalf of the Local Government.

Approved this the 7 day of July, 2023.

Approved:   
Name Jeff Branick, Jefferson County Judge  
Title County Judge  
Date: 7/7/2023

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research &amp; Development</i>	

STATE OF TEXAS           §

COUNTY OF TRAVIS       §

**ADVANCE FUNDING AGREEMENT  
For Bridge Replacement or Rehabilitation  
Projects Where the LG Match Contribution is Waived  
Off the State System**

**THIS Advance Funding Agreement (the Agreement)** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the “State”, and the County of Jefferson, acting by and through its duly authorized officials, called the “Local Government.”

**WITNESSETH**

**WHEREAS**, Title 23 United States Code Section 144 authorizes federal funds to assist the states in the replacement or rehabilitation of deficient bridges located on public highways, roads, and streets, including those under the jurisdiction of local governments; and

**WHEREAS**, the Texas Transportation Code Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

**WHEREAS**, the Local Government owns one or more bridges on a public road or street located at Mason Road at Pignut Gully and these bridges are included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order Number 116292 dated August 30, 2022; and

**WHEREAS**, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance, which is attached to and made a part of this agreement as Attachment D for the development of the specific programmed replacement or rehabilitation project, called the “Project”. The Project is identified in the location map shown as Attachment A, which is attached to and made a part of this agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties, to be by them respectively kept and performed as set forth, it is agreed as follows:

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

## AGREEMENT

### 1. Period of this Agreement

This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

### 2. Termination of this Agreement

This Agreement shall remain in effect until the Project is completed and accepted by all parties, unless:

- A.** The Agreement is terminated in writing with the mutual consent of the parties;
- B.** The Agreement is terminated by one party because of a breach, in which case any cost incurred because of the breach shall be paid by the breaching party;
- C.** The Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for one-hundred percent (100%) of its reasonable actual direct and indirect costs incurred for the project; or
- D.** The project is inactive for thirty-six (36) months or longer and no expenditures have been charged against federal funds, in which case the State may at its discretion terminate the agreement.

### 3. Amendments

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon written amendment executed by all parties to this Agreement.

### 4. Remedies

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

### 5. Scope of Work

The scope of work for this Agreement is the replacement or rehabilitation of the bridges identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications, and estimates developed in accordance with this Agreement and which are incorporated in this agreement by reference.

<b>TxDOT:</b>				<b>NBI Structure #</b>	20-124-0-AA02-24-001
<b>CSJ #</b>	0920-38-297			<b>Federal Highway Administration:</b>	
<b>District #</b>	20-BMT	<b>AFA ID</b>	Z00004088	<b>CFDA No.</b>	20.205
<b>Code Chart 64 #</b>	50124			<b>CFDA Title</b>	Highway Planning and Construction
<b>Project Name</b>	Mason Road at Pignut Gully			<i>AFA Not Used For Research &amp; Development</i>	

## 6. Right of Way and Real Property

- A. The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.
- B. The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the sites of these bridges and adjacent right of way or relocation right of way to perform surveys, inspections, construction, and other activities necessary to replace or rehabilitate these bridges and approaches.

## 7. Adjustment of Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable state laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

## 8. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

- A. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
- B. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment C, Estimate of Direct Costs.
- C. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment.
- D. The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

## 9. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

#### **10. Architectural and Engineering Services**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

#### **11. Construction Responsibilities**

- A.** The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
- B.** Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

#### **12. Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

#### **13. Local Project Sources and Uses of Funds**

- A.** A Project Cost Estimate is provided in Attachment C, Estimate of Direct Costs.
- B.** Attachment C provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
- C.** The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HRRP. The Local Government is also responsible for any cost

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

resulting from changes made at the request of the Local Government. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information.

- D.** If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled *Local Government Project Procedures Qualification for the Texas Department of Transportation*. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.
- E.** After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government shall remit to the State the amount specified in Attachment C for the Local Government's contribution for preliminary engineering. The Local Government will pay, at a minimum, its funding share for this estimated cost of preliminary engineering.
- F.** Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owed.
- G.** If, at the completion or termination of the Project, the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
- H.** Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government shall remit a check or warrant made payable to the "Texas Department of Transportation". The check or warrant shall be deposited by the State and managed by the State. The funds may only be applied to the State Project.
- I.** Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
- J.** The State will not pay interest on any funds provided by the Local Government.
- K.** The Local Government funding participation responsibilities include ROW Acquisition, Utility Relocation, and any additional requested work by the LG

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

above what is eligible for Category 6 funding, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.

- L.** The amounts shown on Attachment C are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for federal participation under the federal HBRRP. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.
- M.** Projects approved for 100% federal and State funding under the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP), do not require local participation for costs eligible for federal funding. For IIJA and HBRRP funded projects, adjustments to the typical local participation as provided by Texas Transportation Code Section 222.053 do not apply.
- N.** The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
- O.** The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under this contract or indirectly through a subcontract under this contract. Acceptance of funds directly under this contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.
- P.** The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.



TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research &amp; Development</i>	

**14. Performance by Local Government of Equivalent-Match Projects (EMP) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWP)**

A. Projects approved for 100% federal and state funding under the Infrastructure Investment and Jobs Act (IIJA) and the Highway Bridge Replacement and Rehabilitation Program (HBRRP) do not require local participation for costs eligible for federal funding. Since no cost offset through the performance of Equivalent-Match work is required, this Article is not applicable.

**15. Notices**

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

State: Director, Bridge Division  
Texas Department of Transportation  
125 E. 11<sup>th</sup> Street  
Austin, Texas 78701

Local Government: County Commissioner  
Jefferson County, Precinct 1  
1149 Pearl Street, 4<sup>th</sup> Floor  
Beaumont, TX 77701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

**16. Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

**17. Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

### 18. Ownership of Documents

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

### 19. Compliance with Laws

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

### 20. Sole Agreement

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the subject matter of this Agreement.

### 21. Office of Management and Budget (OMB) Cost Principles

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in 2 CFR 200 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

### 22. Procurement and Property Management Standards

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

### 23. Inspection of Books and Records

The parties to the Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA) and the U.S. Office of the Inspector General, or their duly authorized representatives, for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, the FHWA, and their duly authorized representatives shall have

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

## 24. Civil Rights Compliance

- A. Compliance with Regulations:** The Local Government will comply with the Acts and the Regulations relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation (USDOT), the Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this agreement.
- B. Nondiscrimination:** The Local Government, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Local Government will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Local Government for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier will be notified by the Local Government of the Local Government's obligations under this contract and the Acts and Regulations relative to Nondiscrimination on the grounds of race, color, or national origin.
- D. Information and Reports:** The Local Government will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations or directives. Where any information required of the Local Government is in the exclusive possession of another who fails or refuses to furnish this information, the Local Government will so certify to the State or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance:** In the event of the Local Government's noncompliance with the Nondiscrimination provisions of this contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
1. withholding of payments to the Local Government under the contract until the Local Government complies and/or
  2. cancelling, terminating, or suspending of the contract, in whole or in part.
- F. Incorporation of Provisions:** The Local Government will include the provisions of paragraphs (A) through (F) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Acts, the Regulations

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

and directives issued pursuant thereto. The Local Government will take such action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Local Government becomes involved in, or is threatened with, litigation with a subcontractor or supplier because of such direction, the Local Government may request the State to enter into such litigation to protect the interests of the State. In addition, the Local Government may request the United States to enter into such litigation to protect the interests of the United States.

## 25. Disadvantaged Business Enterprise (DBE) Program Requirements

- A. The parties shall comply with the Disadvantaged Business Enterprise Program requirements established in 49 CFR Part 26.
- B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.
- C. The Local Government shall set an appropriate DBE goal consistent with the State's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Local Government shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.
- D. The Local Government shall follow all other parts of the State's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address [http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou\\_attachments.pdf](http://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf).
- E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- F. Each contract the Local Government signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not*

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research &amp; Development</i>	

*discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

## 26. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Local Government certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

## 27. Lobbying Certification

In executing this Agreement, each signatory certifies to the best of that signatory's knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties to any person for influencing or attempting to influence an officer or employee of any federal 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.
- B. 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 federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The parties shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and all sub-recipients shall certify and disclose accordingly. Submission of this

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. 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.

## 28. Federal Funding Accountability and Transparency Act Requirements

- A.** Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf> and <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf>.
- B.** The Local Government agrees that it shall:
1. Obtain and provide to the State, a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than \$25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: <https://sam.gov/SAM/pages/public/index.jsf>;
  2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website <http://fedgov.dnb.com/webform>; and
  3. Report the total compensation and names of its top five (5) executives to the State if:
    - i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25,000,000; and
    - ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

## 29. Successors and Assigns

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

## 30. Local Government Restrictions

In the case that the Local Government has an existing, future, or proposed local ordinance, commissioners court order, rule, policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b>AFA Not Used For Research &amp; Development</b>	

### 31. Single Audit Report

- A.** The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.
- B.** If threshold expenditures of \$750,000 or more are met during the fiscal year, the Local Government must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Compliance Division, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Compliance Division at [singleaudits@txdot.gov](mailto:singleaudits@txdot.gov).
- C.** If expenditures are less than the threshold during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Compliance Division as follows: "We did not meet the \$\_\_\_\_\_ expenditure threshold and therefore, are not required to have a single audit performed for FY\_\_\_\_\_."
- D.** For each year the project remains open for federal funding expenditures, the Local Government will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

### 32. Pertinent Non-Discrimination Authorities

During the performance of this contract, the Local Government, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

- A.** Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- B.** The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
- C.** Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), as amended, (prohibits discrimination on the basis of sex).
- D.** Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
- E.** The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
- F.** Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
- G.** The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age

<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b><i>AFA Not Used For Research &amp; Development</i></b>	

Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not).

- H.** Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
- I.** The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
- J.** Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
- K.** Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).
- L.** Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

### **33. Signatory Warranty**

Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.



<b>TxDOT:</b>				<b>NBI Structure #</b>	<b>20-124-0-AA02-24-001</b>
<b>CSJ #</b>	<b>0920-38-297</b>			<b>Federal Highway Administration:</b>	
<b>District #</b>	<b>20-BMT</b>	<b>AFA ID</b>	<b>Z00004088</b>	<b>CFDA No.</b>	<b>20.205</b>
<b>Code Chart 64 #</b>	<b>50124</b>			<b>CFDA Title</b>	<b>Highway Planning and Construction</b>
<b>Project Name</b>	<b>Mason Road at Pignut Gully</b>			<b>AFA Not Used For Research &amp; Development</b>	

**THIS AGREEMENT IS EXECUTED** by the State and the Local Government in duplicate.

**THE LOCAL GOVERNMENT**

DocuSigned by:

*Jeff Branick, Jefferson County Judge*

F0B80D0FE6E4F5...  
Signature

Jeff Branick, Jefferson County Judge

\_\_\_\_\_  
Typed or Printed Name

County Judge

\_\_\_\_\_  
Title

5/19/2023

\_\_\_\_\_  
Date

**THE STATE OF TEXAS**

DocuSigned by:

*Graham A. Bettis, P.E.*

0B572EED8D114E7...

Graham Bettis, P.E.  
Bridge Division Director  
Texas Department of Transportation

6/14/2023

\_\_\_\_\_  
Date

<b>TxDOT:</b>				<b>NBI Structure #</b>	20-124-0-AA02-24-001
<b>CSJ #</b>	0920-38-297			<b>Federal Highway Administration:</b>	
<b>District #</b>	20-BMT	<b>AFA ID</b>	Z00004088	<b>CFDA No.</b>	20.205
<b>Code Chart 64 #</b>	50124			<b>CFDA Title</b>	Highway Planning and Construction
<b>Project Name</b>	Mason Road at Pignut Gully			<i>AFA Not Used For Research &amp; Development</i>	

## ATTACHMENT A PROJECT LOCATION MAP



**Bridge: Mason @ Pignut Gully**  
**CJS: 0920-38-297**  
**NBI: 20-124-0-AA02-24-001**

TxDOT:				NBI Structure #	20-124-0-AA02-24-001
CSJ #	0920-38-297			Federal Highway Administration:	
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction
Project Name	Mason Road at Pignut Gully			<i>AFA Not Used For Research &amp; Development</i>	

**ATTACHMENT B\*\*  
LIST OF DISTRICT ENGINEER APPROVED  
EQUIVALENT-MATCH PROJECTS**

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
N/A	N/A	N/A	N/A	N/A
<b>Total</b>				N/A
<b>EMP work credited to this PWP*</b>				N/A
<b>Balance of EMP work available to associated PWPs</b>				N/A
<b>Associated PWPs CSJs</b>			<b>Amount to be Credited to Associated PWPs</b>	
N/A			N/A	

\*This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment C.

\*\*This attachment not applicable for non-PWPs.

TxDOT:				NBI Structure #	20-124-0-AA02-24-001	686
CSJ #	0920-38-297			Federal Highway Administration:		
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205	
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction	
Project Name	Mason Road at Pignut Gully			AFA Not Used For Research & Development		

## ATTACHMENT C ESTIMATE OF DIRECT COSTS

	<u>Estimated Cost</u>	<u>Local Government Participation</u>
Preliminary Engineering (PE)	<u>(1)68,750.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of PE for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Construction	<u>\$275,000.00</u>	
Engineering and Contingency (E&C)	<u>\$ 44,000.00</u>	
The Sum of Construction and E&C	<u>(2)\$319,000.00</u>	
Ten Percent (10%) or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation – WAIVED BY TxDOT		<u>\$0</u>
Amount of Advance Funds Paid by Local Government *		<u>\$0</u>
Amount of Advance Funds to be Paid by Local Government *		<u>\$0</u>
Balance of Local Government Participation which is to be Waived where the Project is a PWP		<u>\$0</u>
<b>Total Project Direct Cost</b>	<b><u>(1+2)\$387,750.00</u></b>	

\*Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment B. \$0

TxDOT:				NBI Structure #	20-124-0-AA02-24-001	687
CSJ #	0920-38-297			Federal Highway Administration:		
District #	20-BMT	AFA ID	Z00004088	CFDA No.	20.205	
Code Chart 64 #	50124			CFDA Title	Highway Planning and Construction	
Project Name	Mason Road at Pignut Gully			AFA Not Used For Research & Development		

**ATTACHMENT D**  
**RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT**  
RESOLUTION

The State of Texas  
County of **Jefferson**

WHEREAS, the federal off-system bridge program is administered by the Texas Department of Transportation (the State) to replace or rehabilitate structurally deficient and functionally obsolete (collectively referred to as deficient) bridges located on public roads and streets off the designated state highway system; and

WHEREAS, **the County of Jefferson**, hereinafter referred to as the Local Government owns bridges located at **Mason Road at Pignut Gully**, National Bridge Inventory (NBI) Structure Number **20-124-0-AA02-24-001**, State Control-Section-Job (CSJ) Number **0920-38-297**; and

WHEREAS, a project to remedy the bridge is included in the currently approved program of projects as authorized by Texas Transportation Commission Minute Order Number **116292** Dated **August 30, 2022**; and

WHEREAS, federally-eligible items of work for this project are approved for 100% federal and state funding through the Infrastructure Investment and Jobs Act (IIJA) as well as the Highway Bridge Replacement and Rehabilitation Program (HBRRP).

WHEREAS, the typical estimated local match fund participation requirement for federally-eligible items of work is waived in full for **CSJ 0920-38-297**.

WHEREAS, any non-eligible items of work will be paid by the Local Government; and

THEREFORE, BE IT RESOLVED that the Local Government approves the execution of an Advance Funding Agreement with the State. The (\_\_\_\_\_County Judge\_\_\_\_\_) is authorized to execute the agreement on behalf of the Local Government.

Approved this the 16<sup>th</sup> day of May, 2023.

Approved: DocuSigned by:  
*Jeff Branick, Jefferson County Judge*  
F0BD80D0EE0E4F5...  
Name Jeff Branick, Jefferson County Judge  
Title County Judge  
Date: 5/19/2023

**PUBLIC OFFICIAL BOND  
(Definite Term)**

**Travelers Casualty and Surety Company of America**

Bond No. 107929963

KNOW ALL MEN BY THESE PRESENTS, That we TERRY WUENSCHEL  
of 7986 SOUTH DR, BEAUMONT, TX 77705-9053  
as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of  
Connecticut, as Surety, are held and firmly bound unto JEFFERSON COUNTY COMMISSIONERS COURT  
as Obligee, in the penal sum of One Hundred Thousand  
( \$100,000.00 ) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made,  
said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been Appointed to the office of Interim Tax Assessor  
for a definite term beginning October 10, 2023, and ending December 31, 2024, and is required to furnish a bond for  
the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as  
hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the  
persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or  
delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor  
all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force  
and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from  
the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall  
be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written  
notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall  
be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

SEALED and dated this October 19, 2023.

**TERRY WUENSCHEL**

Witness By:

Terry Wuenschel Principal

**Travelers Casualty and Surety Company of America**

By:

Vickie Lacy  
**Vickie Lacy, Attorney in Fact**





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aubert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young and Ryan J. Varela of Houston, Texas,** their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on, behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF,** the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of October, 2023



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**

**PUBLIC OFFICIAL BOND  
(Definite Term)**

**Travelers Casualty and Surety Company of America**

Bond No. 107929971

KNOW ALL MEN BY THESE PRESENTS, That we TERRY WUENSCHER  
of 7986 SOUTH DR, BEAUMONT, TX 77705-9053  
as Principal, and Travelers Casualty and Surety Company of America, a corporation duly incorporated under the laws of the State of  
Connecticut, as Surety, are held and firmly bound unto STATE OF TEXAS, COMPTROLLER  
as Obligee, in the penal sum of One Hundred Thousand  
( \$100,000.00 ) Dollars, lawful money of the United States of America, for the payment of which well and truly to be made,  
said Principal binds himself/herself, his/her heirs, executors, administrators and assigns, and said Surety binds itself, its successors  
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said Principal has been Appointed to the office of Interim Tax Assessor  
for a definite term beginning October 10, 2023, and ending December 31, 2024, and is required to furnish a bond for  
the faithful performance of the duties of the said office or position.

NOW, THEREFORE THE CONDITION OF THIS OBLIGATION is such that if the above bounden Principal shall (except as  
hereinafter provided) faithfully perform the duties of his/her said office or position during the said term, and shall pay over to the  
persons authorized by law to receive the same all moneys that may come into his/her hands during the said term without fraud or  
delay, and at the expiration of said term, or in case of his/her resignation or removal from office, shall turn over to his/her successor  
all records and property which have come into his/her hands, then this obligation to be null and void; otherwise to remain in full force  
and effect.

PROVIDED, HOWEVER, that the above named Surety shall not be liable hereunder for any loss of any public fund resulting from  
the insolvency of any bank or banks in which said funds are deposited; and, if this provision shall be held void, this entire bond shall  
be void.

AND PROVIDED FURTHER, that the Surety may cancel bond at any time during the said term by giving to the obligee a written  
notice of its desire so to cancel and at the expiration of thirty (30) days from the receipt of such notice by the obligee the surety shall  
be completely released as to all liability thereafter accruing. If this provision shall be held void, this entire bond shall be void.

SEALED and dated this October 19, 2023.

**TERRY WUENSCHER**

\_\_\_\_\_  
Witness By:

\_\_\_\_\_  
**TERRY WUENSCHER** Principal

**Travelers Casualty and Surety Company of America**

By:   
**Vickie Lacy,** Attorney in Fact





**Travelers Casualty and Surety Company of America**  
**Travelers Casualty and Surety Company**  
**St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Marc W. Boots, Vickie Lacy, Susan Golla, Maria D. Zuniga, Richard Covington, Joseph R. Aubert, Ashley Koletar, Heather Noles, Stephanie Moore Harold, Dylan Young and Ryan J. Varela** of Houston, Texas, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on, behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, 2021.



State of Connecticut

City of Hartford ss.

By:   
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, 2021, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

**IN WITNESS WHEREOF**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2026



  
 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 19th day of October, 2023.



  
 Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.**  
**Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

Donta Miller  
Chief of Law Enforcement  
Donta.Miller@jeffcotx.us

John Shauberg  
Chief of Corrections  
John.Shauberg@jeffcotx.us

## MEMORANDUM

DATE: October 25, 2023

TO: Honorable Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauberg

RE: Jeanette C Dotson retirement

Please consider and possibly approve a resolution for Jeanette C Dotson a Corrections Officer for 34 years and 5 months of service and wishing her well in her retirement.

Sincerely,

Chief John Shauberg





# Resolution

STATE OF TEXAS

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§

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 31 day of October, 2023, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS, Jeannette C. Dotson**, has devoted 34 years and 5 months of her life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Jeannette C. Dotson**, has dedicated her talents and services as a Corrections Officer, Sergeant, Lieutenant, Law Office Officer, and Classification Officer in the Correctional Facility for the Jefferson County Sheriff's Office; and

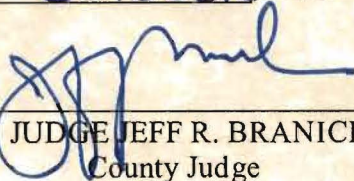
**WHEREAS, Jeannette C. Dotson**, has pledged her services as a Corrections Officer, Sergeant, Lieutenant, at the Jefferson County Correctional Facility, which includes supervising staff in the Jefferson County Correctional Facility, as well as following policies, procedures, rules and regulations for the care and custody of inmates, as Law Office Officer and as Classification, and also responding to emergency situations involving the evacuation of inmates for several hurricanes, for the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, **Jeannette C. Dotson**, has earned the respect of her colleagues and the citizens of Jefferson County; and

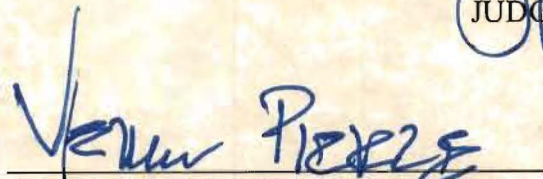
**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **Jeannette C. Dotson**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by her friends and co-workers.

**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Jeannette C. Dotson**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.


SIGNED this 31<sup>ST</sup> day of OCTOBER, 2023.

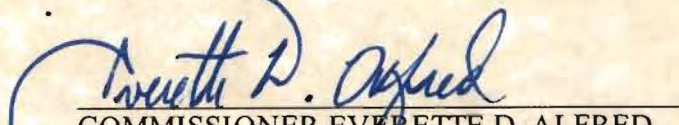
  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4





## JEFFERSON COUNTY SHERIFF'S OFFICE

*Zena Stephens, Sheriff*

5030 Hwy 69 S.  
Beaumont, TX 77705  
(409) 726-2500

Donta Miller  
Chief of Law Enforcement  
Donta.Miller@jeffcotx.us

John Shauburger  
Chief of Corrections  
John.Shauburger@jeffcotx.us

## MEMORANDUM

DATE: October 25, 2023

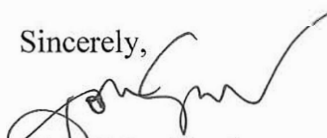
TO: Honorable Judge Jeff Branick  
Commissioner Vernon Pierce  
Commissioner Cary Erickson  
Commissioner Michael Sinegal  
Commissioner Everette "Bo" Alfred

FROM: Chief John Shauburger

RE: Stephen Pieper retirement

Please consider and possibly approve a resolution for Stephen Pieper a Maintenance Employee at the Correctional Facility for 9 years and 7 months of service and wishing him well in his retirement.

Sincerely,

  
Chief John Shauburger





# 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 31 day of October, 2023, on motion made by Michael S. Sinegal, Commissioner of Precinct No. 3, and seconded by Cary Erickson, Commissioner of Precinct No. 2, the following Resolution was adopted:

**WHEREAS, Stephen C. Pieper**, has devoted 9 years and 7 months of his life serving the people of Jefferson County with pride and professionalism; and

**WHEREAS, Stephen C. Pieper**, has dedicated his talents and services as a Maintenance Worker in the Correctional Facility for the Jefferson County Sheriff's Office; and

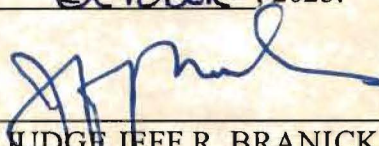
**WHEREAS, Stephen C. Pieper**, has pledged his services as a Maintenance Worker, working in the facility at the Jefferson County Correctional Facility, which includes maintaining and repairing infrastructure in the facility and keeping facility in good working condition, for the Jefferson County Sheriff's Office; and

**WHEREAS**, through hard work and commitment to excellence, **Stephen C. Pieper**, has earned the respect of his colleagues and the citizens of Jefferson County; and

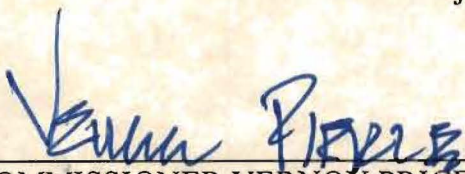
**WHEREAS**, having made a significant contribution to the Jefferson County Sheriffs' Office, **Stephen C. Pieper**, is recognized for his unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will always be missed by his friends and co-workers.


**NOW THEREFORE, BE IT RESOLVED** that the Jefferson County Commissioners Court does hereby honor and commend **Stephen C. Pieper**, for his dedicated service as a valuable employee of Jefferson County and wishes him well in his retirement.


SIGNED this 31<sup>st</sup> day of OCTOBER, 2023.


  
\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



  
\_\_\_\_\_  
COMMISSIONER VERNON PRICE  
Precinct No. 1

  
\_\_\_\_\_  
COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

  
\_\_\_\_\_  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

  
\_\_\_\_\_  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4