

Notice of Meeting and Agenda
January 09, 2024

Regular, 1/9/2024 10:30:00 AM

BE IT REMEMBERED that on January 09, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk (ABSENT)

BECKY BERTRAND, COUNTY CLERK ADMINISTRATOR -
COURTS

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
January 09, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **09th** day of **January 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:00 am Workshop to receive information and consider a Pauper Cremation Policy.

9:30 am Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.074 to deliberate the appointment, employment, evaluation, duties, discipline or dismissal of a public officer or employee and/or to hear a complaint or charge against an officer of employee.

9:45 am Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.089 to deliberate security assessments relating to information resources technology and/or network security information.

10:15 am Announcement of an executive (closed) session pursuant to Texas

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Government Code Section` 551.0725 to deliberate business and financial issues relating to a contract being negotiated for economic development and real property, and security 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 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**

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 specifications for Request for Proposal (RFP 23-077/MR) Controlled Building Access System for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 71

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (b). Consider and approve specifications for Invitation for Bid (IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office. Funded by Port Security Grant 2023.

SEE ATTACHMENTS ON PAGES 72 - 131

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (c). Consider and approve Professional Services Agreement (PROF 24-003/JW) with Science Engineering (SEL Geotechnical Environmental Materials Testing) for Soil and Foundation Investigation (to include borings) for the repair and rehabilitation of the Midway at Ford Park, for a cost of \$2,000.00 which is not to be exceeded without prior approval. Funding provided by Capital Projects.

SEE ATTACHMENTS ON PAGES 132 - 133

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file an agreement (Agreement 24-004/DC) with Spectrum and Jefferson County for New and Revised Services located at the Downtown Courthouse Complex, 1149 Pearl Street, Beaumont, TX 77701; for a total monthly cost of \$294.94 and a one-time change 588 equipment installation fee of \$475.00.

SEE ATTACHMENTS ON PAGES 134 - 138

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer Road & Bridge Pct. 4 – additional cost for repairs.

SEE ATTACHMENTS ON PAGES 139 - 139

114-0405-431-4018	ROAD MACHINERY	\$10,000.00	
114-0402-431-3079	CRUSHED STONE		\$10,000.00

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

- (b). Consider and approve electronic disbursement for \$110,348.22 to State Comptroller for Intergovernmental Governmental Transfer for Jefferson County Local Provider Participation Fund for the Graduate Medical Education Program.

SEE ATTACHMENTS ON PAGES 140 - 142

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

- (c). Consider and approve electronic disbursement for \$553,489.56 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

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- (d). Consider and approve eliminating the Food Service Manager position budgeted at \$68,650. Consider and approve reclassing the Painter position (Grade 46) to a Corrections Maintenance Crew position and increasing the salary grade of the Corrections Maintenance Crew positions (2) to Grade 52 and increasing the budget position to \$62,148. In addition, increase the budgeted position of the Welder position to \$62,418 and the Electrician – Corrections position to \$75,102. The net effect of these changes will result in an estimated annual savings of \$67,000 including fringe benefits.

SEE ATTACHMENTS ON PAGES 143 - 143

Motion by: Sinegal

Second by: Branick

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

Action: APPROVED

- (e). Regular County Bills – check #513422 through check #513544.

SEE ATTACHMENTS ON PAGES 144 - 149

Motion by: Sinegal

Second by: Branick

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Conduct a public hearing, pursuant to Chapter 312.401 et seq. Property Tax Code, to consider approving an amendment to the Property Tax Agreement between Jefferson County and Linde, Inc. for the project located within the Golden Storage 2023 Reinvestment Zone.

JUDGE BRANICK OPENED THE FLOOR FOR PUBLIC HEARING. BEING NO COMMENTS, THE PUBLIC HEARING WAS CLOSED.

NO ATTACHMENTS

Motion by: Erickson

Second by: Pierce

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

Action: APPROVED

- (b). Consider, possibly approve and authorize the County Judge to execute an Amended Agreement between Jefferson County and Linde, Inc. to postpone the commencement of the abatement because of exigencies encountered that have caused delays in construction.

SEE ATTACHMENTS ON PAGES 150 - 151

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

CRIME LAB:

- (a). Consider, possibly approve, receive and file Resolution for Coverdell Forensic Sciences Improvement Program Grant for the Crime Lab for FY 2024.

SEE ATTACHMENTS ON PAGES 152 - 152

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

HUMAN RESOURCES:

- (a). Consider and possibly approve revisions to the Personnel Policies Practices and Procedures Manual for the following policies: Section 5.6 - Grounds for Immediate Suspension or Dismissal; Section 5.11 - Computer, Electronic Mail, and Internet Use; and Section 10.2 - Vacation.

SEE ATTACHMENTS ON PAGES 153 - 158

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

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2024 State Homeland Security Program Grant-Regular Projects SHSP-R. No matching funds are required.

SEE ATTACHMENTS ON PAGES 159 - 160

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

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- (b). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2024 State Homeland Security Program Grant-Regular Projects SHSP-R (MOTION AMENDED TO SHOW THE ACCURATE NAME OF THE GRANT TO LETPA). No matching funds are required.

CLERK'S NOTES: MOTION WAS AMENDED TO REFLECT THE CORRECTED NAME OF THE GRANT FROM SHSP-R TO LETPA. COMMISSIONER ALFRED MADE THE MOTION TO APPROVE THE NAME CORRECTION AND COMMISSIONER ERICKSON SECONDED. ALL APPROVED.

SEE ATTACHMENTS ON PAGES 161 - 162

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

- (c). Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Texas Comptroller of Public Account Office for the 2023-2024 Rural Counties Law Enforcement Project Funding, pursuant to SB 22, 88R. No matching funds are required.

SEE ATTACHMENTS ON PAGES 163 - 164

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Regular, January 9, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 9, 2024.

LEGAL NOTICE
Advertisement for Request for Proposal

January 9, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-077/MR), Controlled Building Access System for Jefferson County. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

There will be a Pre-Proposal Conference on, Tuesday, January 23, 2024, at 2:00 pm CT in the Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

PROPOSAL NAME: **Controlled Building Access System for Jefferson County**

PROPOSAL NUMBER: **RFP 23-077/MR**

DUE DATE/TIME: **11:00 AM CT, Wednesday, February 21, 2024**

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

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

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

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

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



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

<p>PUBLISH: Beaumont Enterprise & Port Arthur News: January 10, 2024 & January 17, 2024 The Examiner: January 11, 2024</p>

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- An acknowledgment and/or response to each section of the proposal.
- Form of business (e.g., corporation, sole proprietorship, partnership); if corporation the date and state of incorporation.
- Identification of three (3) entities for which the Proposer is providing or has provided building access security 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 building security access.

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 COMPLETED SAM.GOV BEHIND THIS PAGE.

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

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

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 8 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.			
4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5 Check only if there is 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 is _____, _____, _____, _____, _____ (street) (city) (state) (zip code) (country)			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed In _____ County, State of _____, on the _____ day of _____, 20____. (month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

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

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	<p>suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</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 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>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.</p>	2 CFR 200 APPENDIX II (H)
>\$100,000	<p>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</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 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or</p>	

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

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

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

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, February 21, 2024.

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

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at: mistey.reeves@jeffcotx.us. If no response ins 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or e-mail at: deb.clark@jeffcotx.us.

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2024):

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	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

There will be a Pre-Proposal Conference on Tuesday, January 23, 2024, at 2:00 pm CT, at Commissioners' Courtroom located at 1149 Pearl Street, 4th Floor, Beaumont, Texas 77701.

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, February 9, 2024.

3.4 TENTATIVE SCHEDULE OF EVENTS

January 9, 2024	Issuance of Request for Proposal
January 23, 2024	Pre-Proposal Conference
February 21, 2024	Deadline Submission (late proposals will not be considered)
February 23, 2024	Proposals distributed to Evaluation Committee
February 29, 2024	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
March 7, 2024	If Applicable: Conduct Interview/Best and Final Offer/Short List
March 12, 2024	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form (PAGE 41)
- 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 an updated controlled building access control system including hardware and software for various buildings and property sites. These specifications target security industry integrators with a thorough complement of brands and technologies at their disposal, who can effectively manage the design, install, train Jefferson County staff and service such systems. This RFP outlines the minimum requirements for a building access system and components which will serve as a starting point upon which Jefferson County can build their final desired system (through option add-on), as well as mediums for proposal evaluation. This RFP is issued to establish minimum design and performance standards for base unit system configurations and building access system components. A comprehensive list of components related to each submitted proposal shall be priced and included in proposal. Proposer must indicate if software and hardware are proprietary or non-proprietary. Offeror must have the ability to effectively sell and service the equipment to Jefferson County.

Offers shall possess (and if a separate entity, Offeror's installation source) and submit evidence of with proposal, a current Texas Commission on Private Security license(s) for sales consulting and installation.

5.2 BACKGROUND

Jefferson County is located in Southeast Texas, with its County seat in Beaumont. Jefferson County is governed by a Commissioners' Court consisting of a County Judge and four (4) Precinct Commissioners. There are approximately forty-one (41) departments and approximately 1,123 full-time employees assigned to the following government operations:

- General Government
- Judicial & Law Enforcement
- Education & Recreation
- Health & Welfare
- Maintenance (Equipment & Structures)

Public access is available Monday-Friday, 7:30 AM to 5:30 PM except on major holidays. Employee access is available 24 hours a day, 365 days a year based on department requirements.

5.3 BASE SYSTEM – System must include all hardware and software to meet the requirements listed in this RFP. System must be on premise based, not cloud based.

- A. Access control points must include indoor and outdoor mounting options.
 1. Our current system has 52 access control doors.
 - i. In addition to the access control doors, 2 locations have a keypad that will need to be updated to the new system.
 2. We will be adding up to an additional 25 access control doors. Up to 12 of these locations will need to have keypad entry in addition to the access control doors.
 - i. System must be upgradable to add additional access control doors.
 3. System must allow for additional access control doors to be added for future needs of Jefferson County.
- B. System must offer a high reliability, consistent read-range for all locations.
- C. System must include unlimited users to be added at no additional cost to the County.
- D. System must include a dual sided badge printer with software compatible with Windows 10/11.
- E. System controls must include the following:
 1. Add/Remove Users.
 2. Temporarily suspend access.
 3. User access groups based on location and hours of access.
 4. Log door entry based on location, user, time and date.

5.4 MAINTENANCE AND REPAIR

All offerors shall include pricing on labor costs for maintenance and repair, in cost per hour and/or lot price scenarios. (Note: Maintenance contract pricing, such as a multi-year maintenance contracts/extended warranty options may be addressed.)

5.5 INSTALLATION: CABLE & LABOR COSTS

All offerors shall include pricing for all installation elements.

5.6 TRAINING

Offerors shall provide Jefferson County with comprehensive owner manuals, covering all components purchased in the specific systems. Jefferson County must have ongoing opportunity for communication with an engineer, sales engineer, or qualified technician, beginning at the time of installation and extending for the useful life of each system. Jefferson County prefers to have on-site training. Offerors shall include, pricing for system training, providing Jefferson County with detailed descriptions on training pricing. Offeror may present this in a price-per-hour and/or a set price scenario, but shall address training instructor costs, as well as training material, travel, and other relevant costs breakdowns. Where such training or training elements is standard and include in base prices, offeror shall provide details and describe it as "standard".

5.7 SURETY FOR INSURANCE

Jefferson County shall require the successful offeror to furnish, within ten (10) days after the date of the signing of a contract, a performance bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). Within ten (10) days after the date of the signing of a contract, the successful offeror shall furnish a payment bond to the County for the full amount of the contract, if the contract exceeds one hundred thousand dollars (\$100,000). If the contract is for one hundred thousand dollars (\$100,000) or less, the County may provide that no money be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County.

5.8 PRICING

Proposals shall include all charges for delivery, packaging, crating, containers, etc. Unless otherwise stated by the bidder, prices bid will be considered as being based on F.O.B. delivered, freight included.

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.

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. Building access security

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 41 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 41 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.

Cost/Fee Proposals may be submitted in any form(s). Cost will be a factor in the County's selection process.

Total Cost per specifications for existing entry doors and keypads	\$
Cost for each additional entry door added	\$
Cost for each additional keypad added	\$
Name of Proposer:	
Signature:	
Title:	

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 23-077/MR) Controlled Building Access System for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM**Proposer:**

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

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

REQUIRED FORM**Proposer:**

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

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

**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.**

**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.**

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
_____, 2024

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM

Proposer:

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

LEGAL NOTICE
Advertisement for Invitation for Bids

January 9, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office**. 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: Airboats for Jefferson County Sheriff's Office
BID NUMBER: IFB 23-078/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, February 7, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

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

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

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



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
January 11, 2024 & January 17, 2024
Pt. Arthur News:
January 13, 2024 & January 17, 2024
Examiner:
January 18, 2024

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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.**1.1 BIDS.**

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

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

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

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

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

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

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

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

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

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</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 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671g.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671g) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</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>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol style="list-style-type: none"> (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered 	2 CFR 200.216

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
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> <ol style="list-style-type: none"> (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section. 	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <ol style="list-style-type: none"> (a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. (b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period. (c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition. 	2 CFR 200.334

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

	<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>	
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date
REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, February 7, 2024.

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 (2024):

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 27	(Monday)	Memorial Day
June 19	(Wednesday)	Juneteenth
July 4	(Thursday)	Independence Day
September 2	(Monday)	Labor Day
November 11	(Monday)	Veteran's Day
November 28 & 29	(Thursday & Friday)	Thanksgiving
December 25 & 26	(Wednesday & Thursday)	Christmas
January 1, 2025	(Wednesday)	New Year's

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, **Friday, January 26, 2024**.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	OFFICE USE ONLY
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE	Must file online at www.ethics.state.tx.us/File
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS	

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

VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X

5 Check only if there is NO Interested Party. **CHECK BELOW IF APPLICABLE**

6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

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 23-078/MR) Airboats for Jefferson County Sheriff's Office

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-078/MR.

SCOPE OF PROJECT:

Jefferson County is soliciting bids for two new 18 foot airboats with a 600 HP motor and trailer. The airboats furnished under this Specification shall be the latest production model or newer and shall be of good quality workmanship and material. All units offered under this Specification shall meet or exceed the Required Features specified below.

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

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

Minimum Requirements: A copy of the manufacturer specifications and brochure, including full warranty terms, must be included with the bid submission for the airboat, motor and trailer.

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

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

Training: Awarded vendor will supply an eight (8) hour training course for six (6) operators and one (1) mechanic. Training shall include operation of equipment and controls, general maintenance and operation of watercraft on the water.

Required Specifications/Features

Each 18 foot airboat furnished under this Invitation for Bid must meet or exceed the following specifications.

1. Hull constructed of All Marine Alloy 5086 Aluminum
 - 3/16" bottom (No splicing will be allowed.)
 - 26" – 29" deep sides 1/8" thick
 - 26" transom 3/16" thick Marine Grade Alloy 5086 Aluminum
 - 3/16" bulkhead Marine Grade Alloy 5086 Aluminum
 - ¼" rear corner cage gussets welded top and bottom

- Dual 1" drain holes with plugs (Port and Starboard).
 - Deck length of 42" flush mounted aluminum hatch and hinges with LED lights inside, shock resistant arm, water resistant for dry storage.
 - Heavy duty mid-ship gusset constructed of 2 ½" x 3" welded I-beam for support and strength.
 - Floor covering T-bars with non-skid surface.
 - 2 heavy duty bow eyes. Top eye constructed for trailer tow, bottom constructed for securing to trailer.
 - 24" grass/splash rake with step with one (1) 30" white LED light bar facing forward and two (2) white 10" LED light bars facing starboard and port.
 - Gun wales running full length of boat (both sides with closed ends).
 - 3/8" silicone impregnated polymer on bottom of boat with 5/16" aircraft rivets countersunk to hold.
 - 3/8" silicone impregnated polymer on each side of boat with 5/16" aircraft rivets countersunk to hold.
 - All bolts, nuts and washers must be stainless steel.
2. Pleasure Craft Marine 600 HP supercharged engine producing 620 FP torque at 3800 rpm
 - EZ drain oil line
 - Stainless steel mufflers and flex hoses on exhaust ports.
 - Heavy duty oil cooler with dual pass radiator mounted low, supercharger cooler mounted high (all constructed with heavy duty marine grade hoses and stainless steel clamps.)
 - All weather engine cover
 - Inline fuel filter with water separator with EZ drain
 - In-tank fuel pump
 - Dual heavy duty cranking batteries with selector switch.
 - 50 gallon fuel tank with visual gauge and EZ fill mounted on 4 rubber supports.
 - CH3 Belted Reduction Drive Unit, 2.3:1 ratio with upgraded 5" Blackhawk belt
 - Computer diagnostic program and cable
 3. 5' Air Foil Rudders
 - 3 Blade 84" extended composite propeller to match drive train dynamically balanced.
 - All stainless metalwork to include: Propeller guard constructed of 304 stainless steel 18 gauge tubing covered with 1/8" gauge 2" x 4" stainless steel wire mesh at the lower section of the prop guard for safety and 4" x 4" stainless steel wire mesh at the top section of the prop guard for max air flow, 304 stainless steel 16 gauge square tubing engine stand and seat package all as one unit.
 4. Seating
 - Side by side rear operator seating mounted on 4 point rubber bushings.
 - The pilot and co-pilot seats need to be wide enough to accommodate gun belts and waders.
 - Seating must be equipped with handles for grip in turns.
 - Black seat covers with white embroidered 2" lettering to read "JEFFERSON COUNTY SHERIFF".
 - 3 man seat in front of operator's seat to include black seat cushions, rain cover able to secure for trailer travel and handles on each side.
 5. Custom Aluminum Instrument Panel to Include:
 - Engine Tachometer
 - Engine Oil Pressure
 - Engine Temperature
 - Volt Meter
 - Hour Meter
 - HELIX 7 MSI GPS G4 Item #411930-0 recessed in dash panel

- Ignition kill switch with lanyard
 - Rubber booted toggle switches for bilge pumps, lighting and circuit breakers
 - Cover for travel and storage.
 - Accessory plugs in the console near the GPS and accessory plugs accessible to the front bench seat for spotlights and phone charging.
6. Communication
- Five (5) Motorola RLN6490B XBT Bluetooth BTN behind the head heavy duty headsets with accessory kits
7. Finish
- Paint: All metal work garnet blasted and primer painted. Finish paint with an industrial grade epoxy paint (Black), and sealed with baked finish.
 - Outside Hull: All aluminum finish with black webbing on inside to reduce glare.
 - Black Non-Skid on all walking surfaces.
 - Cage and engine stand painted black.
 - Seat stands, handles and dash painted black.
 - Lettering 4" black letters to read "JEFFERSON COUNTY SHERIFF" on each side of the boat.
8. Lighting
- Eight (8) blue LED flashing strobe lights mounted on engine cage visible from all directions with separate switch.
 - Cage Lighting: Two (2) LED white 30" cage lights on top of engine cage facing forward. Two (2) white 10" LED lights on each side of cage facing outward with a separate switch.
9. Anchoring
- Two (2) 8 foot black Minn Kota Raptor Power poles.
 - Mounted at stern with electronic switch at the control panel.
 - Stern mounted anchor point loops to anchor the stern of the boat to the trailer with tie straps.
10. Miscellaneous
- All weather glove box
 - Two (2) 2200 GPH bilge pumps. One activated by switch and one activated by auto float.
 - One (1) 5 pound mounted fire extinguisher
 - Mounted bow and stern ropes with cleats on all 4 corners of boat.
 - USCG approved navigation LED lighting with separate switch.
 - Mounted Minn Kota Battery Tender trickle charger
11. Trailer
- New 18' x 18' aluminum tandem axel trailer
 - Heavy duty torsion axel
 - 4 bunk boards covered with carpet
 - 15" galvanized 5 lug wheels with greasable hubs
 - All welded aluminum frame to fit specified airboat
 - Equipped with surge brakes
 - Equipped with submersible LED trailer lights
 - Running lights with 7 pin heavy duty harness
 - All electrical connections on the trailer are to be heat shrunk for water resistance.
 - Winch with 2" heavy duty strap
 - Custom welded attachment point for turn buckle to attach to boat for travel security
 - Rear safety straps attached to boat
 - Trailer equipped with coupler to fit onto 2" trailer ball.
 - All bolts, nuts and washers are to be stainless steel.

- Side guides at rear of trailer
- Fenders with non-skid installed
- Mounted spare tire
- Mounted trailer tongue jack

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Airboats, motors and trailers.

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 23-078/MR. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Item No.	Item Description	Bid Price (Each)	Projected Delivery Time from Date of Purchase
1	18 Foot Airboat with Motor		
2	Trailer for Airboat		

REQUIRED FORM

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

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

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

REQUIRED FORM

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

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

**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 . . . ?

- | | | |
|------------------------------|-----------------------------|---|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

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

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

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

Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
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.

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

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

**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 _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named
_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____



December 13, 2023
Revised January 3, 2024

ATTEST *[Signature]* - Chief
DATE 01-09-2024 Deputy

Jefferson County Courthouse
1149 Pearl Street, 5th Floor
Beaumont, Texas 77701

Attn: Ms. Michelle Falgout, CFM, P.E.

Re: Proposal for Geotechnical Investigation for
Ford Park Paving Rehabilitation
Beaumont, Texas



Science Engineering, Ltd. (SEL) is pleased to submit the following proposal for a soil and foundation investigation. The purpose of the study is to explore subsurface soil conditions and to develop recommendations for the design of the foundation of the proposed project referenced above.

Field exploration will consist of nine (9) core borings drilled to depths of approximately three (3) feet below the existing ground surface. Suitable representative portions of all samples will be sealed and packaged for transportation to our laboratory. A laboratory testing program will be planned to determine the pertinent physical properties of the foundation soils. An engineering analysis will be made of the field and laboratory data. From this analysis, recommendations for foundation design criteria will be developed. The findings, conclusions and recommendations of SEL will be presented in an engineering report.

The estimated cost of this service will not exceed **\$2,000.00** without your prior approval.

The cost estimate for Geotechnical services assumes that underground obstructions will not be encountered during boring that requires boring relocation(s). SEL will do its part to ensure no underground utilities are damaged by calling 811 prior to drilling to locate lines; however, SEL is not responsible for damage to underground utilities, man-made objects, etc. However, SEL will remain liable for its negligence in causing damage. It also assumes that the site is accessible to a truck-mounted rig. The cost of clearing, if required, will be billed at cost + 15%. The cost of concrete/asphalt coring, if encountered, will be additional.

Upon your acceptance of this estimate and initialing of the "General Conditions" page, we will begin the field exploration. Provided the site(s) is accessible to drill and the weather is clear, the investigation(s) will be completed subsuming a written report within the following fifteen business days.

Respectfully submitted for the firm;

[Signature]

Yousef Rahmani, P.E.
President

Accepted By: JEFFERSON COUNTY
[Signature] January 9, 2024
Signature Date
Jeff R. Branick, County Judge
Print Name



SERVICE ORDER

THIS SERVICE ORDER ("Service Order"), is executed and effective upon the date of the signature set forth in the signature block below ("Effective Date") and is by and between Charter Communications Operating, LLC on behalf of those operating subsidiaries providing the Service(s) hereunder ("Spectrum") and Customer (as shown below) and is governed by and subject to the Spectrum Enterprise Commercial Terms of Service posted to the Spectrum Enterprise website, <https://enterprise.spectrum.com/> (or successor url) or, if applicable, an existing services agreement mutually executed by the parties (each, as appropriate, a "Service Agreement"). Except as specifically modified herein, all other terms and conditions of the Service Agreement shall remain unamended and in full force and effect.

Spectrum Enterprise Contact Information	
Contact: Altoria Prince	
Telephone: 409-217-1760	
Email: altoria.prince@charter.com	

Customer Information		
Customer Name JEFFERSON COUNTY (HQ)	Order # 13980465	
Address 1149 Pearl St Beaumont TX 77701		
Telephone (409) 835-8599	Email: syphrett@co.jefferson.tx.us	
Contact Name Deb Clark	Telephone (409) 835-8599	Email: syphrett@co.jefferson.tx.us
Billing Address 1149 Pearl St Beaumont TX 77701		
Billing Contact Name Deb Clark	Telephone (409) 835-8599	Email: syphrett@co.jefferson.tx.us



NEW AND REVISED SERVICES AT 1149 Pearl St , Beaumont TX 77701				
Service Description	Order Term	Quantity	Monthly Recurring Charge(s)	Total Monthly Recurring Charge(s)
Deluxe	36 Months	1	\$100.00	\$100.00
SBB Equipment	36 Months	19	\$10.26	\$194.94
<u>TOTAL*</u>				\$294.94

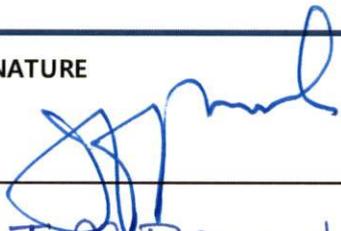
ONE TIME CHARGE(S) AT 1149 Pearl St , Beaumont TX 77701			
Service Description	Quantity	One Time Charge(s)	Total One Time Charge(s)
SBB Installation Fee	19	\$25.00	\$475.00
<u>TOTAL*</u>			\$475.00





- 1. **TOTAL CHARGE(S).** Total Monthly Recurring Charges and Total One-Time Charges are due in accordance with the monthly invoice.
- 2. **TAXES.** Plus applicable taxes, fees, and surcharges as presented on the respective invoice(s).
- 3. **SPECIAL TERMS.**

By signing below, the signatory represents they are duly authorized to execute this Service Order.

CUSTOMER SIGNATURE
Signature: <u></u>
Printed Name: <u>Jeff Branick</u>
Title: <u>County Judge</u>
Date: <u>01/09/2024</u>

ATTEST 
DATE 01/09/2024





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Jefferson County

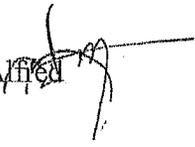


Precinct Four

Everette "Bo" Alfred
Commissioner

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

MEMO

TO: Ms. Fran Lee, Auditor
FROM: Commissioner Everette Alfred 
DATE: January 3, 2024
RE: **Transfer Funds --Out of Series**

Please make the following transfer as indicated. Thank you.

Transfer **\$10,000** from account # 114-0402-431.30-79 (Crushed Stone) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

EA/nr

Graduate Medical Education Program IGT Notification – 2024 Non-State Public & Private Payment – Jefferson LPPF

Luba Kubinski <luba@ahcv.com>

Wed 1/3/2024 10:44 AM

To: Fran Lee <Fran.Lee@jeffcotx.us>; Patrick Swain <Patrick.Swain@jeffcotx.us>

Cc: Colt Sullivan <colt@ahcv.com>; Justin Flores <justin@ahcv.com>

📎 1 attachments (32 KB)

GME FY24 Adv Allocation Summary - Jefferson LPPF.xlsx;

Caution! This message was sent from outside your organization.

[Allow sender](#) | [Block sender](#)

Good morning Fran,

As you know, the upcoming FY24 GME Advance IGT is taking place on **Thursday, January 11th**. Accordingly, the hospitals participating within the Jefferson County LPPF would like to request the following IGT amount noted below. (Please review the accompanying allocation.)

FY24 GME Advance – Requested IGT Amount \$110,348.22

HHSC requires this IGT amount to be entered into TexNet no later than the close of business **1/11/2024 with a settlement date of 1/12/2024**. These funds will need to be placed in the "GME" Bucket. Upon successful completion of the IGT, please submit the PDF of the TexNet Trace Sheet and allocation form to PFD_GME_Payments@hhs.texas.gov.

AHCV also kindly requests to be copied on the TexNet submission to HHSC on or before the deadline noted above.

Please do not hesitate to contact us with any questions.

Best regards,

Luba Kubinski

Financial Analyst

AHCV - Adelanto HealthCare Ventures L.L.C.

401 W. 15th Street, Suite 840

Austin, TX 78701

Direct: 512-508-9545

<https://ahcv.com/>

From: Texas Health and Human Services Commission <txhhs@public.govdelivery.com>

Sent: Thursday, December 21, 2023 4:34 PM

Subject: Graduate Medical Education Program IGT Notification – 2024 Non-State Public & Private Payment

CAUTION EXTERNAL EMAIL: This email originated from an external email address. Do not click links, open attachments, or share information unless you recognize the sender and know the content is safe.



Graduate Medical Education Program IGT Notification – 2024 Non-State Public & Private Payment

HHSC is providing notification of the Intergovernmental Transfers (IGT) call for the Graduate Medical Education (GME) Non-State 2024 First Payment.

Both the Public and Private calculation files are updated as of December 21, 2023, and can be found on [the Provider Finance website](#).

Public Hospitals

The FFY 2024 Non-State Public GME Payment file is located under the "Non-State Public Hospitals" heading of the webpage. Payment amounts for the first payment can be found in column N and the amount of IGT that each entity should submit is in **column P** on the "Public GME" tab.

Private Hospitals

The FFY 2024 Private GME Payment file is located under the "Non-State Private Hospitals" heading of the webpage. Payment amounts for the first payment can be found in column S and the amount of IGT that should be transferred by sponsoring governmental entities is in **column V** on the "Private GME FFY 2024" tab.

To ensure that all government entities receive this notification, HHSC strongly encourages providers to send this information to any government entity that is completing an IGT on their behalf.

Below are the pertinent dates associated with the 2024 GME Non-State payment applicable to both Public and Private hospitals:

- January 11, 2024: Last date to schedule transfer in TexNet
- January 12, 2024: IGT settlement date

- January 31, 2024: Latest possible payment date

Please be sure to select the GME bucket in TexNet when you enter your IGT. It is imperative that you send a screen shot/PDF copy of the confirmation/trace sheet from TexNet to the Payments Team. TexNet instructions are available on the Texas Comptroller's website.

You have subscribed to get updates about Texas Health and Human Services (HHS). For more information about HHS, [please visit our website](#).

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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 Shaubarger
Chief of Corrections
John.Shaubarger@jeffcotx.us

MEMORANDUM

DATE: January 3, 2024

TO: Honorable Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette "Bo" Alfred

FROM: Chief John Shaubarger

RE: Salary Adjustments

Consider and approve eliminating the Food Service Manager position budgeted at \$68,650. Consider and approve reclassing the Painter position (Grade 46) to a Corrections Maintenance Crew position and increasing the salary grade of the Correction Maintenance Crew positions (2) to Grade 52 and increasing the budget position to \$62,418. In addition, increase the budgeted position of the Welder position to \$62,418 and the Electrician - Corrections position to \$75,102. The net effect of these changes will result in an estimated annual savings of \$67,000.

The Sheriff's Office has experienced a difficulty in hiring and keeping qualified individuals in our maintenance department. Several factors have been identified. The maintenance crew positions must be able to perform a multitude of task across all maintenance skills including but not limited to structural repairs, electrical, plumbing, heating, painting, and air conditioning systems. Another factor is that while performing their duties they are constantly working near inmates of all classifications (violent and non-violent) and confined to the facility during their work hours. Most applicants do not wish to work in a highly secure environment with direct contact of inmates. Also, a salary comparison with current Jefferson County electricians and other skilled maintenance has shown that this increase would bring us closer to the average wages being paid in our area. Given these factors the requested increases would improve our ability to hire and maintain maintenance employees, which has become a necessity due to the age and condition of our facility.

Respectfully,

Chief John Shaubarger

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	188.35	513525	188.35**
ROAD & BRIDGE PCT.#1			
M&D SUPPLY	497.97	513455	
ACE IMAGEWEAR	146.72	513460	
AT&T	96.72	513464	741.41**
ROAD & BRIDGE PCT.#2			
CITY OF NEDERLAND	52.37	513446	
ENTERGY	189.80	513451	
CHARTER COMMUNICATIONS	166.68	513539	408.85**
ROAD & BRIDGE PCT. # 3			
BEAUMONT TRACTOR COMPANY	1,389.32	513442	
ENTERGY	197.56	513451	
AT&T	103.17	513464	
SOUTHERN TIRE MART, LLC	1,071.76	513470	
TEXAS GAS SERVICE	242.04	513484	
WINDSTREAM	48.97	513488	
O'REILLY AUTO PARTS	46.99	513514	
CHARTER COMMUNICATIONS	155.22	513530	
MUNRO'S UNIFORM SERVICES, LLC	23.95	513542	3,278.98**
ROAD & BRIDGE PCT.#4			
SPIDLE & SPIDLE	4,435.17	513441	
CITY OF BEAUMONT - WATER DEPT.	24.21	513444	
ENTERGY	974.45	513451	
M&D SUPPLY	91.89	513455	
SAM'S CLUB DIRECT	778.85	513499	
O'REILLY AUTO PARTS	92.78	513514	
GULF COAST	4,616.30	513516	
MUNRO'S UNIFORM SERVICES, LLC	64.75	513542	10,892.84**
PARKS & RECREATION			
ENTERGY	965.14	513451	965.14**
GENERAL FUND			
TYLER TECHNOLOGIES INC	2,559.60	513517	2,559.60*
TAX OFFICE			
ACE IMAGEWEAR	41.92	513460	
SOUTHEAST TEXAS WATER	342.75	513461	
UNITED STATES POSTAL SERVICE	394.30	513476	
UNITED STATES POSTAL SERVICE	22.47	513477	
WORLD DATA CORPORATION	360.00	513502	
TEXAS COMPTROLLER OF PUBLIC ACCOUNT	60.00	513503	
ODP BUSINESS SOLUTIONS, LLC	1,086.29	513540	2,307.73*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	1.07	513476	1.07*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	1.26	513476	
ODP BUSINESS SOLUTIONS, LLC	480.42	513540	481.68*
COUNTY CLERK			
TAC - TEXAS ASSN. OF COUNTIES	150.00	513465	
UNITED STATES POSTAL SERVICE	145.45	513476	
UNITED STATES POSTAL SERVICE	27.84	513477	323.29*
COUNTY JUDGE			

NAME	AMOUNT	CHECK NO.	TOTAL
CAYLA CALAMIA	1,000.00	513443	
BEAUMONT ENTERPRISE	125.88	513448	
UNITED STATES POSTAL SERVICE	3.67	513476	
GRACE NICHOLS	900.00	513492	
THOMSON REUTERS-WEST	133.38	513501	2,162.93*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	132.10	513476	132.10*
PRINTING DEPARTMENT			
FUNCTION 4 LLC	270.00	513508	270.00*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.96	513476	
CINTAS CORPORATION	88.73	513505	91.69*
GENERAL SERVICES			
VERIZON WIRELESS	303.92	513474	
CROWN CASTLE INTERNATIONAL	1,939.38	513485	
ROCHESTER ARMORED CAR CO INC	6,663.79	513495	
BOSWORTH PAPERS	6,904.86	513524	
CHARTER COMMUNICATIONS	2,442.76	513528	
CHARTER COMMUNICATIONS	646.35	513531	
CHARTER COMMUNICATIONS	232.00	513532	19,133.06*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	131.34	513476	
AMG PRINTING & MAILING LLC	29,791.59	513510	29,922.93*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	11.28	513476	11.28*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	259.71	513476	
ODP BUSINESS SOLUTIONS, LLC	43.50	513540	303.21*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	8.77	513476	8.77*
58TH DISTRICT COURT			
MELISSA NAIL	199.00	513506	199.00*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT	5.99	513479	5.99*
136TH DISTRICT COURT			
LEXIS-NEXIS	211.00	513478	211.00*
252ND DISTRICT COURT			
NATHAN REYNOLDS, JR.	800.00	513458	
UNITED STATES POSTAL SERVICE	.63	513476	
THE SAMUEL FIRM, PLLC	800.00	513515	1,600.63*
317TH DISTRICT COURT			
CHARLES ROJAS	330.00	513472	
GLEN M. CROCKER	220.00	513481	
LANGSTON ADAMS	880.00	513482	
BRITTANIE HOLMES	440.00	513500	
SHELANDER LAW OFFICE	440.00	513526	2,310.00*
JUSTICE COURT-PCT 1 PL 1			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE	15.13	513476	15.13*
JUSTICE COURT-PCT 1 PL 2			
HERNANDEZ OFFICE SUPPLY, INC.	451.98	513453	
TAC - TEXAS ASSN. OF COUNTIES	160.00	513467	
UNITED STATES POSTAL SERVICE	9.87	513476	621.85*
JUSTICE COURT-PCT 6			
TEXAS STATE UNIVERSITY SAN MARS	50.00	513463	
UNITED STATES POSTAL SERVICE	4.83	513476	54.83*
JUSTICE COURT-PCT 7			
AT&T	48.36	513464	48.36*
JUSTICE OF PEACE PCT. 8			
UNITED STATES POSTAL SERVICE	138.78	513477	138.78*
COURT MASTER			
RICHARD D HUGHES ATTORNEY AT LAW	2,100.00	513522	2,100.00*
SHERIFF'S DEPARTMENT			
AT&T	320.88	513464	
UNITED STATES POSTAL SERVICE	1,057.17	513476	
UNITED STATES POSTAL SERVICE	24.90	513477	1,402.95*
JAIL - NO. 2			
AT&T	1,204.44	513464	1,204.44*
JUVENILE PROBATION DEPT.			
LARONDA TURNER	137.55	513456	
CHERYL TARVER	65.50	513469	
UNITED STATES POSTAL SERVICE	12.44	513476	
SHERONDA LEE	113.32	513513	
BRENDA WOOD	117.90	513521	
NICOLE BONSALE	119.21	513543	565.92*
JUVENILE DETENTION HOME			
ATTABOY TERMITE & PEST CONTROL	77.10	513493	
AL FILTER SERVICE COMPANY	229.74	513496	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,801.23	513498	
WILLBANKS CONTRACTOR SUPPORT LLC	725.00	513504	2,833.07*
CONSTABLE PCT 1			
TEXAS STATE UNIVERSITY SAN MARS	630.00	513462	
TAC - TEXAS ASSN. OF COUNTIES	225.00	513466	
ODP BUSINESS SOLUTIONS, LLC	210.60	513540	1,065.60*
CONSTABLE-PCT 2			
ODP BUSINESS SOLUTIONS, LLC	62.56	513540	62.56*
CONSTABLE-PCT 4			
ODP BUSINESS SOLUTIONS, LLC	9.59	513540	9.59*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	13.90	513476	13.90*
COUNTY MORGUE			
PROCTOR'S MORTUARY INC	7,250.00	513494	7,250.00*
AGRICULTURE EXTENSION SVC			

NAME	AMOUNT	CHECK NO.	TOTAL
ODP BUSINESS SOLUTIONS, LLC	25.98	513540	25.98*
HEALTH AND WELFARE NO. 1			
ENERGY	70.00	513452	
EZEA D EDE MD	3,140.91	513520	3,210.91*
HEALTH AND WELFARE NO. 2			
GABRIEL FUNERAL HOME, INC.	1,500.00	513449	
AT&T	48.36	513464	
CLAYBAR HAVEN OF REST	2,480.00	513475	
UNITED STATES POSTAL SERVICE	173.34	513477	
SIERRA SPRING WATER CO. - BT	28.47	513480	
EZEA D EDE MD	3,140.91	513520	
CHARTER COMMUNICATIONS	184.58	513534	7,555.66*
ENVIRONMENTAL CONTROL			
AT&T	48.36	513464	48.36*
INDIGENT MEDICAL SERVICES			
DUVALL'S RV LLC	294.99	513511	294.99*
MAINTENANCE-BEAUMONT			
CITY OF BEAUMONT - WATER DEPT.	18,055.94	513444	
ECOLAB	242.59	513447	
ENERGY	32,750.20	513451	
M&D SUPPLY	220.27	513455	
SANITARY SUPPLY, INC.	459.20	513459	
ACE IMAGEWEAR	264.04	513460	
AT&T	5,058.85	513464	
WORTH HYDROCHEM OF THE GULF COAST	290.00	513468	
TEXAS FIRE & COMMUNICATIONS	110.00	513473	
CENTERPOINT ENERGY RESOURCES CORP	6,263.47	513487	
FIRETROL PROTECTION SYSTEMS, INC.	1,785.00	513490	
FLOORING DESIGN CENTER	3,877.93	513491	
FERGUSON ENTERPRISES INC	1,702.02	513509	
CHARTER COMMUNICATIONS	196.42	513538	
ODP BUSINESS SOLUTIONS, LLC	98.31	513540	
BADGER DAYLIGHTING CORP	1,368.98	513541	72,743.22*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	614.32	513445	
ENERGY	167.46	513451	
SANITARY SUPPLY, INC.	511.20	513459	
AT&T	1,813.48	513464	
TEXAS GAS SERVICE	166.49	513483	
ATTABOY TERMITE & PEST CONTROL	168.72	513493	
CHARTER COMMUNICATIONS	481.17	513537	3,922.84*
MAINTENANCE-MID COUNTY			
CITY OF NEDERLAND	80.01	513446	
ENERGY	402.53	513451	482.54*
SERVICE CENTER			
ACTION AUTO GLASS	352.09	513440	
J.K. CHEVROLET CO.	11.20	513454	
PHILPOTT MOTORS, INC.	105.66	513457	
BUMPER TO BUMPER	2,100.00	513486	
MIDNIGHT AUTO	119.95	513507	
O'REILLY AUTO PARTS	663.96	513514	
MUNRO'S UNIFORM SERVICES, LLC	274.24	513542	3,627.10*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	3.15	513477	3.15*
MOSQUITO CONTROL FUND			171,337.69**

NAME	AMOUNT	CHECK NO.	TOTAL
ACE IMAGEWEAR	246.97	513460	
CHARTER COMMUNICATIONS	82.92	513533	
			329.89**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,168.00	513519	
LAW LIBRARY FUND			1,168.00**
THOMSON REUTERS-WEST	465.06	513501	
EMPG GRANT			465.06**
CHARTER COMMUNICATIONS	122.62	513536	
COMMUNITY SUPERVISION FND			122.62**
UNITED STATES POSTAL SERVICE	5.37	513476	
UNITED STATES POSTAL SERVICE	51.03	513477	
CHARTER COMMUNICATIONS	184.58	513535	
COUNTY CLERK - RECORD MGT			240.98**
KOFILE TECHNOLOGIES INC	428.31	513497	
HOTEL OCCUPANCY TAX FUND			428.31**
CITY OF BEAUMONT - WATER DEPT.	410.41	513444	
CHARTER COMMUNICATIONS	130.63	513529	
AIRPORT FUND			541.04**
CITY OF NEDERLAND	271.71	513446	
DISH NETWORK	119.18	513489	
SE TX EMP. BENEFIT POOL			390.89**
EXPRESS SCRIPTS INC	140,438.01	513512	
UNITED HEALTHCARE SERVICES INC	131,176.68	513518	
BAY BRIDGE ADMINISTRATORS LLC	195,377.68	513523	
PAYROLL FUND			466,992.37**
JEFFERSON CTY. - FLEXIBLE SPENDING	18,083.69	513422	
CLEAT	5,044.00	513423	
JEFFERSON CTY. TREASURER	13,518.50	513424	
INTERNAL REVENUE SERVICE	208.00	513425	
JEFFERSON CTY. COMMUNITY SUP.	6,769.77	513426	
JEFFERSON CTY. TREASURER - HEALTH	550,194.24	513427	
JEFFERSON CTY. TREASURER - GENERAL	55.00	513428	
JEFFERSON CTY. TREASURER - PAYROLL	2,061,286.90	513429	
JEFFERSON CTY. TREASURER - PAYROLL	692,741.21	513430	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,533.29	513431	
JEFFERSON CTY. TREASURER - TCDRS	822,682.79	513432	
JEFFERSON COUNTY TREASURER	3,792.97	513433	
JEFFERSON COUNTY - TREASURER -	10,062.09	513434	
NECHES FEDERAL CREDIT UNION	29,742.86	513435	
JEFFERSON COUNTY - NATIONWIDE	57,458.59	513436	
SBA - U S DEPARTMENT OF TREASURY	309.28	513437	
ALLSTATE BENEFITS	6,791.68	513438	
COMBINED INSURANCE COMPANY OF AMERI	6,849.10	513439	
LANGUAGE ACCESS FUND			4,287,123.96**
RUBEN ZAPATA	700.00	513544	
ARPA CORONAVIRUS RECOVERY			700.00**
MOTOROLA SOLUTIONS INC	626,724.53	513471	
J C ASSISTANCE DISTRICT 4			626,724.53**
ENTERGY	10.56	513451	
GLO DISASTER RECOVERY			10.56**

NAME	AMOUNT	CHECK NO.	TOTAL
FREESE AND NICHOLS, INC MARINE DIVISION	101.97	513527	101.97**
CITY OF NEDERLAND	23.40	513446	23.40** 5,573,176.84***

149

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY
AND LLINDE, INC.FOR PROPERTY LOCATED
IN THE LINDE, INC. REINVESTMENT ZONE

1. Jefferson County, Texas (“County”) and Linde, Inc.(“Owner”), (together, the “Parties”) entered into a Tax Abatement Agreement (“Agreement”) on January 23, 2023 (attached hereto as Exhibit “A”) with respect to the abatement of certain *ad valorem* property taxes on a new plant facility (the “Project”) to be constructed by OWNER, in the Linde, Inc. Reinvestment Zone which was originally adopted by Jefferson County on January 23, 2023.

2. Linde, Inc. is the owner of record in County’s real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement because of exigencies they are encountering in securing materials and equipment necessary to complete this project as originally scheduled.

3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the continuation of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to Article 4: Term of Abatement, as reflected on the schedule on the attached page.

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this ____ day of _____, 2024.

FOR THE COUNTY:

FOR THE OWNER:

Hon. Jeff R. Branick, County Judge

Jefferson County, Texas

AMENDED TAX ABATEMENT SCHEDULE
FOR LINDE, INC SHALL BE

		UNIT 1 CONSTR Q122
TAX YEAR		UNIT 2 CONSTR NOT STARTED
		\$325 MI
	ABATMT YR	20 JOBS
2026	1	100
2027	2	100
2028	3	100
2029	4	90
2030	5	80
2031	6	70
2032	7	60
2033	8	60
2034	9	50
2035	10	50*



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 9th day of January, 2024, on motion made by Everette D. Alfred, Commissioner of Precinct No. 4, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

COVERDELL FORENSIC SCIENCES IMPROVEMENT PROGRAM

WHEREAS, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Crime Laboratory Improvement Project be operated for the 2024 project year; and

WHEREAS, this grant will not require matching funds; and

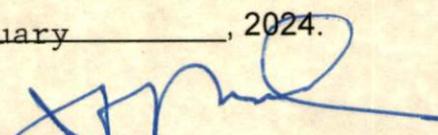
WHEREAS The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the Criminal Justice Division in full; and

WHEREAS, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

NOW, THEREFORE, BE IT RESOLVED Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Crime Laboratory Improvement Project to the Office of the Governor, Criminal Justice Division.

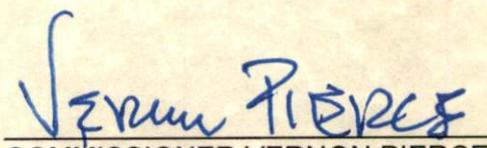
Grant /Application Number 4406102

SIGNED this 9th day of January, 2024.

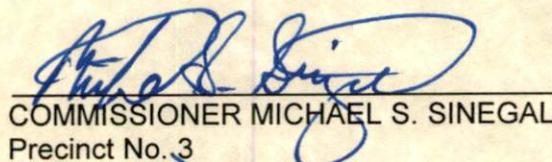


JUDGE JEFF R. BRANICK
County Judge

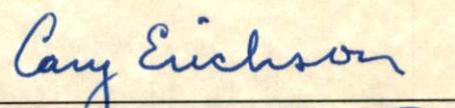




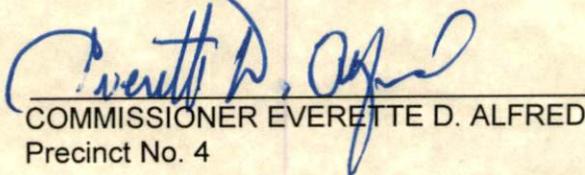
COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER ~~DARRELL BUSH~~
Precinct No. 2 **CARY ERICKSON**



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

SECTION 5.6

GROUNDS FOR IMMEDIATE SUSPENSION OR DISMISSAL

Jefferson County will comply with all applicable laws and regulations, and expects all employees to maintain the highest possible ethical and moral standards as per the guidelines outlined in this policy manual and in the [Jefferson County Internal Ethics and Compliance Program](#). Employees are expected to perform their duties within the laws of the State of Texas, and other rules and regulations as may be set forth by Commissioners' Court. The County expects that all employees will conduct themselves in a manner that will reflect positively upon the County, and refrain from dishonest, illegal, immoral, unethical or unsafe conduct. Employees may be subject to disciplinary action up to and including termination of employment for violation of Departmental or County guidelines. The following gross violations of the County's code of conduct and rules are grounds for immediate suspension or dismissal:

1. Insubordination – may involve verbal or physical abuse of a supervisor or refusal to obey or carry out reasonable and legitimate orders or instructions as issued by a supervisor.
2. Possession, consumption or being under the influence of alcohol or illegal drugs while at work or on County property.
3. Possession or use of **unauthorized** firearms, explosives or other weapons while on County property.
4. Immoral or indecent conduct including but not limited to, the harassment or sexual harassment of any employee; sexual misconduct; attempting to access and/or accessing sexually explicit, profane, obscene, intimidating, defamatory, inappropriate, offensive, and/or illegal content on county devices.
5. Threatening, intimidating, coercing, use of abusive or obscene language or interfering with the performance of others.
6. Advocacy of, participation in, or failure to report the unlawful seizure, theft or distribution of County property, or engaging in fraud or theft.
7. Willful or repeated violation of County Policies and or Procedures.
8. Willful violation or negligence of the safety and security of county employees, county or public property, and/or county network.
9. At the discretion of the Department Head/Elected Official, violation of tardiness, attendance or departmental call-in procedures.
10. Fraud, to include but not limited to, falsifying employment application and/or resume whenever discovered, timekeeping records, personnel or other County documents.
11. Fighting, throwing things, horseplay, practical jokes or other disorderly conduct which may endanger the well-being of any employee or County operation.

Section 5.6 – Continued

12. Performance, which in the Department Head's/Elected Official's opinion, does not meet the requirements of the position.
13. Failure to report to work for three (3) consecutive workdays without calling in.
14. Personal use of county equipment/vehicles by an employee is prohibited.
15. Other circumstances for which the County feels that corrective action is warranted.
16. Use of confidential or personal information, trade secrets, development of systems, processes, products, know-how and technology used other than for the intended business purpose.
17. **ANY EMPLOYEE MAY BE DISMISSED AT ANY TIME WHEN, IN THE JUDGMENT OF THE DEPARTMENT HEAD/ELECTED OFFICIAL, THE QUALITY OF THE EMPLOYEE'S WORK OR CONDUCT IS NOT SUCH AS TO MERIT CONTINUATION IN SERVICE TO THE COUNTY.**

Note: The actions numbered are not listed in order of importance and are not the only actions for which an employee may be discharged or otherwise disciplined, but are given to illustrate conduct that is subject to discipline. It is not intended to be comprehensive and does not alter the employment-at-will relationship between employees and the County. Employees must also observe departmental or special rules or instructions. Moreover, some actions that are generally acceptable elsewhere may not be acceptable on the part of County employee

SECTION 5.11

COMPUTER, ELECTRONIC MAIL, AND INTERNET USE

It is the policy of Jefferson County to ensure that the use of computers and electronic communications equipment is consistent with the County's legitimate business interests. Therefore, Jefferson County Management Information Systems Department (MIS), as an authorized representative of Jefferson County, reserves and intends to exercise the right to access and monitor the use of such equipment as deemed necessary. Employees shall adhere to the following guidelines when using computer and/or electronic communications equipment:

1. Computers, computer files, software, the E-Mail* system and the Internet furnished to employees are County property intended primarily for business use only. Limited personal use of the Internet is allowed. However, employees are reminded that use of any and all Jefferson County property is primarily for the use and purpose of County-related business. Any personal use of the Internet is expected to be on the user's own time and is not to interfere with the person's job responsibilities. Employees should not use a password, access a file, or retrieve any stored communication without authorization. County employees are prohibited from installing any software on County computers without the approval of the MIS Department. This includes software and software upgrades available on the Internet. Of specific note are those software products such as Kazaa, BearShare, Gnutella, Limewire, Wrapster, etc. that afford peer to peer connectivity and open up portals which pose a significant security risk to the County's Network. In addition, County employees are prohibited from accessing personal, outside email accounts from any device that accesses the County's private network.

The use of radio station software programs, all of which utilize large amounts of bandwidth, are also prohibited on county machines, unless otherwise authorized, as the use of these programs interferes with the operation of the County's network. Such software (peer to peer and radio stations software) should never be installed on County owned computers or any computer attached to the County's network. Existing installations of such software should be reported to the MIS Department so that it may be removed immediately.

County employees are prohibited from installing County software on their (non-county) personal computer, unless otherwise authorized. In addition, employees are prohibited from altering the existing hardware or making additions to hardware on County computers.

* County E-Mail is provided for County Employees at the written request of their immediate supervisor. E-Mail is also provided for all Department Heads and Elected Officials. When a County Employee, Department Head or Elected Official leaves their position with the County, their e-mail account will be removed their last day of employment.

2. The County prohibits the use of computers, the E-mail system or the Internet in ways that are disruptive to others. Foul, inappropriate, or offensive messages or documents containing racial or religious slurs or sexually explicit language/photographs are prohibited. Employees should also note that E-mail messages and other contents of a computer hard

drive are public record and are open to public inspection in accordance with the Open Records Act of the State of Texas.

3. The County purchases and licenses the use of various types computer software for business purposes. The County does not own the copyright to this software or its related documentation and unless authorized by the software developer, does not have the right to reproduce it. Employees shall use the software only in accordance with the license agreement. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties including fines and imprisonment.
4. The Internet is to be used primarily for County business only and is not to be used for personal gain. Employees should adhere to the highest professional/ethical standards when using the Internet as they are representatives of the County. Employees should not access the Internet without County-authorized virus detection software enabled. Material that is fraudulent, harassing, sexually explicit, profane, obscene, intimidating, defamatory, inappropriate, offensive (including offensive material concerning race, color, religion, sex, national origin, age, disability, or any other category protected by law), or otherwise unlawful may not be downloaded from the Internet, viewed, stored in, or distributed from County-owned equipment.
5. Employees having knowledge of the misuse of any computer equipment, electronic communications equipment or software shall notify their respective Department Head or Elected Official. The Department Head or Elected Official should notify the Human Resources Department and/or the Management Information Systems Department.
6. Employees logging on to a County Domain are required to save (backup) all County related documents and computer files, in general, to the County server. Doing so allows for nightly backup and guarantees the preservation of all such County documents and/or files. Employees who use computers on the county network are responsible for determining that they have the proper knowledge and understanding required to access and save County records to the County server. Employees who believe they do not possess these skills should contact (or have their immediate supervisor contact) the county MIS Department.
7. Employees in violation of any portion of this policy shall be subject to disciplinary action, up to and including termination.

SECTION 10.2 VACATION

The County requires each employee to take an annual vacation entitlement as paid time off away from work. Vacations may be taken by separate weeks, days or by hours. The County prefers, however, that employees take at least one vacation period of at least five consecutive days. Subject to the availability of funds, with the exception of those employees having fifteen years or more of service, the County generally does not provide vacation pay unless vacation time is actually taken as time off from work, or upon separation. In addition, employees shall not be allowed to borrow vacation time against future vacation accrual.

1. Subject to the schedules and restrictions set out below, regular employees will be allowed absence for vacation at the employee's regular rate of pay and according to the employee's regular schedule. The Department Head/Elected Official will be responsible for scheduling vacations so that additional employees will not be needed, except in special cases approved in advance by the Commissioners' Court.
2. Requests for vacation should be submitted to the Department Heads/Elected Officials at least 24 hours in advance. Preference in selection of dates will be granted based on length of employee service.
3. Employees who have completed at least twelve consecutive months of service with the County shall be paid for any accrued but unused vacation to which they are entitled upon separation.
4. Employees who are separated before completing twelve consecutive months of service shall not be entitled to payment for accrued vacation.
5. Employees having fifteen (15) **consecutive** years or more of service may request to receive payment in lieu of vacation for a maximum of eighty (80) hours, subject to the availability of funds. **Such requests are limited to twice annually, and do not include carry forward vacation hours.**
6. Ordinarily, persons who have commenced their vacations may not seek to have their vacation time rescheduled due to unforeseen occurrences, or request vacation time be converted to sick leave or emergency leave. However, documented cases of hospitalization, serious illness or other unexpected emergencies may be submitted to the Department Head/Elected Official, along with request for rescheduling of vacation days affected. Granting or refusal of such request shall be at the discretion of the Department Head/Elected Official.
7. If a County-paid holiday falls during an employee's vacation, the holiday will not be counted as vacation taken. The employee may extend the vacation by one day or take the vacation day at a later date.
8. Vacation may be carried forward from year to year only if it is in the best interest of the County and with the approval of their Department Head/Elected Official. Vacation carried forward must be reported to the Auditor's Office no later than January 7 and must be used by March 15 of the year following the year the vacation was due. Employees who carry forward vacation but terminate employment with the County prior to March 15 will not receive payment for any remaining unused vacation carried forward at the date of termination. Employees will not receive payment for vacation carried forward.

Section 10.2 – Continued

9. No employee shall be entitled to take vacation time until after working twelve (12) consecutive months. Upon completion of twelve (12) consecutive months, an employee will be entitled to vacation, based on the following schedule, during the remainder of that calendar year:

Month of Employment	Hours of Vacation
January	80
February	72
March	64
April	60
May	56
June	48
July	40
August	32
September	24
October	20
November	16
December	8

10. In subsequent years, for the purpose of computing vacations, “commencement of employment” shall be January 1, of the calendar year in which the employee was last employed.
11. Vacation leave credits are not transferable between employees.
12. Vacation is accrued on an annual basis for use the following year. The rate of accrual depends upon the years of service. An employee accrues vacation consistent with the years of employment shown on the schedule below, as measured from the “commencement of employment” as defined above.

Schedule of Vacation Allowances

At Least	Employment of But Less Than	Vacation Allowance	Rate of Accrual Per Pay Period
0 months	1 year	Prorated by date employed – not usable until after one year.	
1 year	5 years	80 hours	3.08 hours
5 years	10 years	120 hours	4.62 hours
10 years	15 years	160 hours	6.15 hours
15 years	-----	200 hours	7.69 hours

**JEFFERSON COUNTY SHERIFF'S OFFICE***Zena Stephens, Sheriff*

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauberger

Chief of Corrections

John.Shauberger@jeffcotx.us

DATE: January 4, 2024

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2024 State Homeland Security Program Grant-Regular Projects SHSP-R. No matching funds are required.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

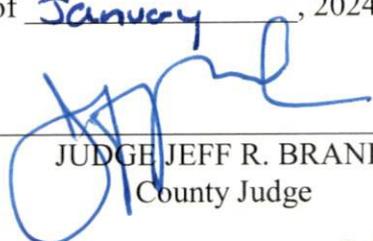
WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the State Homeland Security Program Grant SHSP-R be operated for the 2024-2025 calendar year; and that this Grant does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the State Homeland Security Program Grant SHSP-R to the Office of the Governor.

SIGNED this 9th day of January, 2024.



JUDGE JEFF R. BRANICK
County Judge





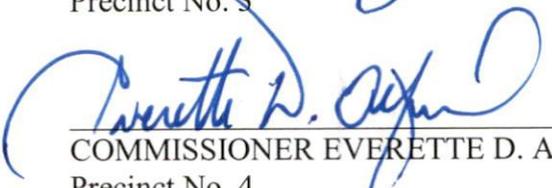
COMMISSIONER VERNON PIERCE
Precinct No. 1



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*

1001 Pearl Street, Suite 103
Beaumont, TX 77701
(409) 835-8411

Donta Miller

Chief of Law Enforcement
Donta.Miller@jeffcotx.us

John Shaubberger

Chief of Corrections
John.Shaubberger@jeffcotx.us

DATE: January 3, 2024

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Office of the Governor for the 2024 LEPTA Sustaining Special Response Team Project Funding. No matching funds are required.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

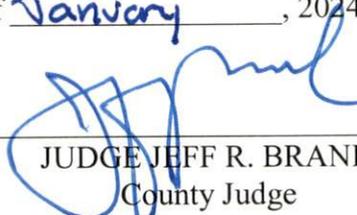
WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the LEPTA Sustaining Special Response Teams Grant be operated for the 2024-2025 calendar year; and that this Grant does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

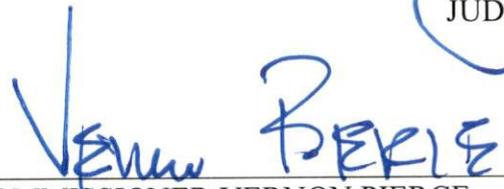
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the LEPTA Sustaining Special Response Teams Grant to the Office of the Governor.

SIGNED this 9th day of January, 2024.



JUDGE JEFF R. BRANICK
County Judge





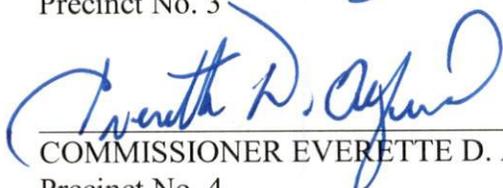
COMMISSIONER VERNON PIERCE
Precinct No. 1



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***

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shauberger

Chief of Corrections

John.Shauberger@jeffcotx.us

DATE: January 3, 2024

TO: Judge Jeff Branick
Commissioner Vernon Pierce
Commissioner Cary Erickson
Commissioner Michael Sinegal
Commissioner Everette Alfred

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a resolution to authorize the County Judge to execute a grant application with the Texas Comptroller of Public Account Office for the 2023-2024 Rural Counties Law Enforcement Project Funding. No matching funds are required.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

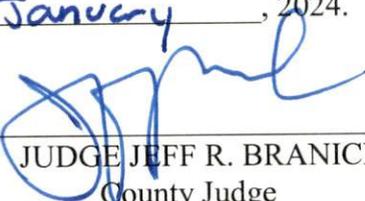
WHEREAS, The Commissioner's Court of Jefferson County Texas finds it in the best interest of the citizens of Jefferson County, Texas that the Rural Law Enforcement Grant through the Texas Comptroller of Public Accounts be operated for the 2023-2024 calendar year; and that this Grant does not require any matching funds.

WHEREAS, The Commissioners Court of Jefferson County Texas agrees that in the event of loss or misuse of the Office of the Governor funds, The Commissioners Court of Jefferson County Texas assures that the funds will be returned to the Office of the Texas Comptroller of Public Accounts in full.

WHEREAS, The Commissioners Court of Jefferson County Texas designates the Honorable Judge Jeff Branick as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

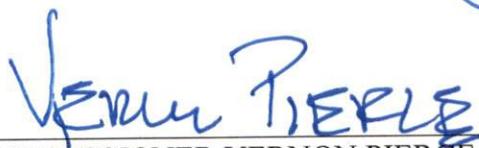
NOW THEREFORE, BE IT RESOLVED that The Commissioners Court of Jefferson County, Texas approves submission of the grant application for the Texas that the Rural Law Enforcement Grant to the Office of the Governor.

SIGNED this 9th day of January, 2024.



JUDGE JEFF R. BRANICK
County Judge





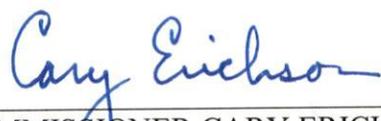
COMMISSIONER VERNON PIERCE

Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL

Precinct No. 3



COMMISSIONER CARY ERICKSON

Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED

Precinct No. 4