

**Special, 1/23/2024 10:30:00 AM**

BE IT REMEMBERED that on January 23, 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 (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda*  
*January 23, 2024*

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 23, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **23rd** 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

**9:30 am - Workshop to receive information from Mr. Jaylon Brinkley and representatives of Pineywoods CCS Hub to provide public information regarding plans for work they intend to conduct in Jefferson County.**

**9:45 am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.071 to consult with our attorney regarding pending or anticipated litigation.**

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

*Notice of Meeting and Agenda*  
*January 23, 2024*

**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](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: Cary Erickson, Commissioner, Precinct Two**

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

*Notice of Meeting and Agenda*  
*January 23, 2024*

**PURCHASING:**

- (a). Consider and approve specifications for Request for Proposal (RFP 24-007/DC) Professional Attorney Services for Jefferson County.

SEE ATTACHMENTS ON PAGES 10 - 71

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

- (b). Receive and file bids for Invitation for Bid (IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County.

SEE ATTACHMENTS ON PAGES 72 - 255

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

- (c). Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 256 - 258

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

- (d). Consider and approve, execute, receive and file disposition of county phones as authorized by Local Government code §263.152 (3), for broken or obsolete items.

SEE ATTACHMENTS ON PAGES 259 - 263

**Motion by: Erickson**

**Second by: Alfred**

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

**Action: APPROVED**

**COUNTY AUDITOR:**

- (a). Consider and approve budget transfer - Road & Bridge Pct 3 - purchase of crane for mechanic truck.

SEE ATTACHMENTS ON PAGES 264 - 265



**Notice of Meeting and Agenda**  
**January 23, 2024**

113-0309-431-6018	POWER TOOLS & APPLIANCES	\$8,500.00	
113-0305-431-4018	ROAD MACHINERY		\$8,500.00

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

- (b). Consider and approve budget transfer - 58th District Court - additional cost for postage.

SEE ATTACHMENTS ON PAGES 266 - 266

120-2033-412-4052	POSTAGE	\$500.00	
120-2033-412-1095	EDUCATION PAY		\$500.00

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

- (c). Regular County Bills - check #513779 through check #513960.

SEE ATTACHMENTS ON PAGES 267 - 273

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

**COUNTY CLERK:**

- (a). Consider and possibly approve the Joint Resolution and Statistical Information For Joint Primary authorizing the Democratic Party and Republican Party of Jefferson County to enter into a 2024 Joint Primary Election Services contract with Jefferson County Clerk as the County Election Officer.

SEE ATTACHMENTS ON PAGES 274 - 274

**Motion by: Erickson**

**Second by: Pierce**

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

**Action: APPROVED**

## **COUNTY COMMISSIONERS:**

- (a). Consider and possibly approve a Resolution to approve an application for Grant No. 2103213 for the Victims of Crimes Clearinghouse/Assistance Center for FY 2024-2025 from the Office of the Governor, Criminal Justice Division.

SEE ATTACHMENTS ON PAGES 275 - 275

**Motion by: Pierce**

**Second by: Sinegal**

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

**Action: APPROVED**

- (b). Consider and possibly approve a Resolution for grant application for, grant number 1869019, from the Jefferson County Family Intervention Recovery Service Treatment for funding for FY 2024-2025 from the Office of the Governor, Criminal Justice Division.

SEE ATTACHMENTS ON PAGES 276 - 276

**Motion by: Pierce**

**Second by: Sinegal**

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

**Action: APPROVED**

## **COUNTY TREASURER:**

- (a). Receive and File Investment Schedule for December, 2023, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 277 - 279

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

- (b). Consider and possibly approve a \$68 wire transfer to Wells Fargo Securities for December, 2023 safekeeping fees.

NO ATTACHMENTS

**Motion by: Erickson**

**Second by: Sinegal**

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

**Action: APPROVED**

## **CRIME LAB:**

- (a). Consider and possibly approve out of state travel for Memling Altamirano, Courtney Rivers and Steve Mayes of the Crime Lab to attend the International Association for Chemical Testing (IACT) conference in San Diego, California, April 21 – 25, 2024. Travel is funded by the Coverdell Grant at no cost to the County.

SEE ATTACHMENTS ON PAGES 280 - 280

**Motion by: Alfred**

**Second by: Pierce**

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

**Action: APPROVED**

## **ENGINEERING DEPARTMENT:**

- (a). Consider and possibly approve a Minor Plat of Mike Bennett Addition, a subdivision of 18.49 acres, recorded in CF No. 2023024360 Official Public Records of Real Property Jefferson County, into Tract 1 -5.00 acres and Tract 2 - 13.484 acres in the S. Dean Survey, Abstract 16, City of China, Jefferson County, Texas. This replat is located off of North Broadway Street in Precinct #1. A portion of this property is in the City of China. This plat has met all of Jefferson County platting requirements.

SEE ATTACHMENTS ON PAGES 281 - 281

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

- (b). Execute, receive and file Pipeline Permit 01-P-24 to Texas Eastern Transmission, LP to replace existing 30” pipeline under Dawn Drive, and Gaulding Road. This project is located in Precinct #4.

SEE ATTACHMENTS ON PAGES 282 - 306

**Motion by: Alfred**

**Second by: Erickson**

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

**Action: APPROVED**

**RISK MANAGEMENT:**

- (a). Consider and possibly approve Interlocal Participation Agreement renewal for Employee and Retiree Health Benefits, with the Southeast Texas Government Employee Benefits Pool, effective January 1, 2024.

SEE ATTACHMENTS ON PAGES 307 - 309

**Motion by: Sinegal**

**Second by: Pierce**

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

**Action: APPROVED**

**OTHER BUSINESS:**

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

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

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

*Notice of Meeting and Agenda*  
*January 23, 2024*

**Special, January 24, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, January 24, 2024.



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

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

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

**LEGAL NOTICE**  
**Advertisement for Request for Proposal**

January 23, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 24-007/DC), **Professional Attorney Services for Jefferson County**. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

**PROPOSAL NAME: Professional Attorney Services for Jefferson County**

**PROPOSAL NUMBER: RFP 24-007/DC**

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

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

Any questions relating to these requirements should be directed to Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**The Port Arthur News:**  
 January 24, 2024 & January 31, 2024  
**The Examiner**  
 January 25, 2024 & February 1, 2024

**TABLE OF CONTENTS**

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**TABLE OF CONTENTS .....1**

**PROPOSAL SUBMITTAL CHECKLIST.....3**

**SECTION 1. INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS.....4**

1.1 Vendor Instructions ..... 4

1.2 Governing Law ..... 4

1.3 Ambiguity, Conflict, or Other Errors in RFP ..... 4

1.4 Notification of Most Current Address ..... 4

1.5 Proposal Preparation Cost..... 4

1.6 Signature of Proposal ..... 4

1.7 Economy of Presentation ..... 5

1.8 Proposal Obligation ..... 5

1.9 Incorporation by Reference and Precedence ..... 5

1.10 Governing Forms ..... 5

1.11 Implied Requirements..... 5

1.12 Compliance with RFP Specifications ..... 5

1.13 Vendor Registration: SAM (System for Award Management)..... 5

**SAM.GOV REGISTRATION (INSERTION PAGE) .....6**

1.14 FORM 1295 (Texas Ethics Commission) Requirement ..... 7

**SAMPLE OF COMPLETED FORM 1295.....8**

**FORM 1295 (INSERTION PAGE) .....9**

1.15 Emergency/Declared Disaster Requirements ..... 10

1.16 Evaluation ..... 10

1.17 Withdrawal of Proposal ..... 10

1.18 Minority-Women Business Enterprise Participation..... 10

1.19 Award..... 10

1.20 Ownership of Proposal ..... 10

1.21 Disqualification of Proposal ..... 10

1.22 Contractual Development..... 10

1.23 Assignment ..... 11

1.24 Contract Obligation ..... 11

1.25 Termination ..... 11

1.26 Inspections..... 11

1.27 Testing..... 11

1.28 Loss, Damage, or Claim ..... 11

1.29 Taxes ..... 11

1.30 Non-Discrimination ..... 11

1.31 Conflict of Interest..... 11

1.32 Confidentiality/Proprietary Information ..... 12

1.33 Waiver of Subrogation ..... 12

1.34 Acknowledgment of Insurance Requirements ..... 12

1.35 Insurance Requirements ..... 12

1.36 Workers Compensation Insurance ..... 13

**CERTIFICATE OF INSURANCE (INSERTION PAGE).....15**

**SECTION 2. FEMA MANDATED CONTRACT PROVISIONS.....16**

BYRD ANTI-LOBBYING CERTIFICATION FORM ..... 25

DEBARMENT/SUSPENSION CERTIFICATION ..... 26

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 27

## TABLE OF CONTENTS (CONTINUED)

<b>SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS</b> .....	29
3.1 Submission of Proposal .....	29
3.2 Pre-Proposal Conference .....	30
3.3 Questions and Deadline for Question(s) Submission .....	30
3.4 Tentative Schedule of Events .....	31
<b>SECTION 4. PROPOSAL FORMAT REQUIREMENTS</b> .....	32
4.1 Introduction to Proposal Format Requirements .....	32
4.2 Organization of Proposal Contents .....	32
4.3 Transmittal Letter .....	32
4.4 Table of Contents .....	33
4.5 Executive Summary .....	33
4.6 Proposer Identifying Information .....	33
4.7 Proposer Personnel and Organization .....	33
<b>SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES</b> .....	35
<b>SECTION 6. PROPOSAL REQUIREMENTS</b> .....	37
6.1 Objective .....	37
6.2 Proposer Experience .....	37
6.3 Type of Services Provided .....	37
6.4 Laws and Regulations .....	37
<b>SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS</b> .....	38
7.1 Introduction .....	38
7.2 Cost Proposal .....	38
7.3 Evaluation Committee .....	38
7.4 Evaluation Process .....	38
7.5 Proposal Evaluation Criteria .....	39
<b>ADDENDA (INSERTION PAGE)</b> .....	<b>40</b>
COST PROPOSAL FORM .....	41
NON-DISCLOSURE AGREEMENT .....	42
RESPONDENT INFORMATION FORM .....	43
VENDOR REFERENCES FORM .....	44
SIGNATURE PAGE .....	45
CERTIFICATION REGARDING LOBBYING .....	46
DISCLOSURE OF LOBBYING (SF-LLL) FORM (W/COMPLETION INSTRUCTIONS) .....	47
DISCLOSURE OF LOBBYING ACTIVITIES FORM .....	48
CONFLICT OF INTEREST QUESTIONNAIRE .....	49
GOOD FAITH EFFORT (GFE) .....	52
NOTICE OF INTENT (NOI) .....	53
SUBCONTRACTOR PARTICIPATION DECLARATION FORM (HUB) .....	54
RESIDENCE CERTIFICATION/TAX FORM .....	58
HOUSE BILL 89 VERIFICATION .....	59
SENATE BILL 252 CERTIFICATION .....	60
RFP AFFIDAVIT .....	61



**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 Professional Attorney Services of the type requested, including the name, position, and telephone number of a contact person at each entity.
- Completed and Signed FORM 1295.
- Copy of Certificate of Insurance (COI). The COI at a minimum should reflect your firm/company’s general insurance coverage.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

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

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

**Please read the “Proposal Submittal Checklist” included in this package.**

Company	Telephone Number
Address	Fax Number
Authorized Representative (Please print)	Title
Authorized Signature	Date

## **SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS**

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

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

### **1.1 VENDOR INSTRUCTIONS**

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

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

### **1.2 GOVERNING LAW**

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

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

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

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

### **1.4 NOTIFICATION OF MOST CURRENT ADDRESS**

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

### **1.5 PROPOSAL PREPARATION COST**

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

### **1.6 SIGNATURE OF PROPOSAL**

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

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

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

### **1.7 ECONOMY OF PRESENTATION**

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

### **1.8 PROPOSAL OBLIGATION**

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

### **1.9 INCORPORATION BY REFERENCE AND PRECEDENCE**

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

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

### **1.10 GOVERNING FORMS**

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

### **1.11 IMPLIED REQUIREMENTS**

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

### **1.12 COMPLIANCE WITH RFP SPECIFICATIONS**

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

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

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

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

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

**PROPOSER: INSERT SAM.GOV REGISTRATION 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](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)**

**SAMPLE: A sample of a completed FORM 1295 is included on PAGE 7.**

**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.**

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
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.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> <b>VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE</b>		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>	
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> <b>JEFFERSON COUNTY, TEXAS</b>			
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> <b>VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.</b>			
<b>4</b> Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary
<b>VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.</b>		X	
<b>VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.</b>			X
<b>5</b> Check only if there is NO Interested Party.		<b>CHECK BELOW IF APPLICABLE</b> <input type="checkbox"/>	
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b>			
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)			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

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

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

### **1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS**

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

### **1.16 EVALUATION**

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

### **1.17 WITHDRAWAL OF PROPOSAL**

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

### **1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION**

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

### **1.19 AWARD**

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

### **1.20 OWNERSHIP OF PROPOSAL**

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

### **1.21 DISQUALIFICATION OF PROPOSAL**

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

### **1.22 CONTRACTUAL DEVELOPMENT**

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



**1.23 ASSIGNMENT**

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

**1.24 CONTRACT OBLIGATION**

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

**1.25 TERMINATION**

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

**1.26 INSPECTIONS**

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

**1.27 TESTING**

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

**1.28 LOSS, DAMAGE, OR CLAIM**

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

**1.29 TAXES**

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

**1.30 NON-DISCRIMINATION**

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

**1.31 CONFLICT OF INTEREST**

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 24-007/DC) Professional Attorney Services for Jefferson County

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

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

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

### **1.32 CONFIDENTIAL/PROPRIETARY INFORMATION**

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

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

### **1.33 WAIVER OF SUBROGATION**

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

### **1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS**

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

### **1.35 INSURANCE REQUIREMENTS**

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

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

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

**Minimum Insurance Requirements:**

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

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

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

**Workers’ Compensation**                                      Statutory Coverage (See Section 1.36 Below)

**1.36 WORKERS’ COMPENSATION INSURANCE**

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

	<p>regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>&gt;\$2,000</p>	<p>Davis-Bacon Act, as amended (<a href="#">40 U.S.C. 3141-3148</a>). 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 (<a href="#">40 U.S.C. 3141-3144</a>, and <a href="#">3146-3148</a>) as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>, "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 (<a href="#">40 U.S.C. 3145</a>), as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 3</a>, “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 (<a href="#">40 U.S.C. 3701-3708</a>). 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 <a href="#">40 U.S.C. 3702</a> and <a href="#">3704</a>, as supplemented by Department of Labor regulations (<a href="#">29 CFR Part 5</a>). Under <a href="#">40 U.S.C. 3702</a> 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 <a href="#">40 U.S.C. 3704</a> 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 <a href="#">37 CFR § 401.2 (a)</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 <a href="#">37 CFR Part 401</a>, “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 (<a href="#">42 U.S.C. 7401-7671q.</a>) and the Federal Water Pollution Control Act (<a href="#">33 U.S.C. 1251-1387</a>), 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 (<a href="#">42 U.S.C. 7401-7671q</a>) and the Federal Water Pollution Control Act as amended (<a href="#">33 U.S.C. 1251-1387</a>). 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 <a href="#">2 CFR 180.220</a>) 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 <a href="#">2 CFR 180</a> 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 (<a href="#">31 U.S.C. 1352</a>) - 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 <a href="#">31 U.S.C. 1352</a> . 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 <a href="#">40 CFR part 247</a> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or</p>	

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

	<p>of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <a href="#">Public Law 115-232</a>, 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 <a href="#">Public Law 115-232</a>, section 889 for additional information.</p> <p>(d) See also <a href="#">§ 200.471</a>.</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, <b>Respondent</b> hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.</p>	Texas Government Code 2252.152
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor's Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor's Authorized Official**

\_\_\_\_\_  
**Date**

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

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

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

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

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

\_\_\_\_\_  
**Signature of Contractor’s Authorized Official**

\_\_\_\_\_  
**Name and Title of Contractor’s Authorized Official**

\_\_\_\_\_  
**Date**

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



## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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- 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.

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**Signature of Contractor's Authorized Official**

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**Name and Title of Contractor's Authorized Official**

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**Date**

**REQUIRED FORM**

**Proposer:**

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

## SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

### 3.1. SUBMISSION OF PROPOSAL

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

**Respondent is responsible for submitting: One (1) original and 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, 1<sup>st</sup> Floor  
Beaumont, TX 77701

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

**All submissions must be received by 11:00 am CT, Wednesday, 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 Deborah Clark, Purchasing Agent at 409-835-8593 or e-mail at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

#### **Courthouse Security:**

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

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

Respondents are strongly urged to plan accordingly.

**COUNTY HOLIDAYS (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**

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

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 **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us) or faxed at: 409-835-8456.

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**

<b>January 23, 2024</b>	<b>Issuance of Request for Proposal</b>
<b>February 21, 2024</b>	<b>Deadline Submission (late proposals will not be considered)</b>
<b>February 23, 2024</b>	<b>Proposals distributed to Evaluation Committee</b>
<b>February 29, 2024</b>	<b>Evaluation Committee Convenes to Tabulate Scoring and Determines Short List</b>
<b>March 5, 2024</b>	<b>If Applicable: Conduct Interview/Best and Final Offer/Short List</b>
<b>March 12, 2024</b>	<b>Recommendation for Award</b>

**Please note:**

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

## SECTION 4. PROPOSAL FORMAT REQUIREMENTS

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### 4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

### 4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

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

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### 5.1 PROJECT OBJECTIVE AND SCOPE OF SERVICES

#### **Purpose:**

This Request for Proposal (RFP) is to contract for legal services for a specialized area of litigation.

Only attorneys who are currently licensed to practice law in Texas and maintain an office in Texas, or law firms including such attorneys, may respond to the RFP.

#### **Background:**

Jefferson County has approximately 1,730 insured employees and dependents covered by the Jefferson County Employee Risk Poole. Jefferson County Public Health Department fills between 1,200 and 1,500 prescriptions per month.

#### **Scope of Services:**

To initiate necessary litigation after an investigation of any parties that have engaged in overcharging for prescription medications utilized by the Jefferson County public Health Department and/or the Jefferson County Employee Risk Poole during the last ten (10) years.

The Offeror shall be readily available to perform the following legal services, as requested by the Jefferson County Judge and Commissioners' Court for the scope of services.

#### Legal Services Desired:

1. Investigate potential civil claims for the overcharging of prescription medication utilized by the Jefferson County Public Health Department and Jefferson County Employee Risk Poole for the last 10 years;
2. If necessary, initiate litigation;
4. All other legal services required to conduct and complete any civil litigation;
5. Attend Commissioners' Court meetings as necessary or required.

Offeror shall be prepared to submit a detailed billing statements for all services billed at an hourly rate, if any, broken down into time increments of 6 minutes (6 minutes = .1, 12 minutes = .2, etc) and list the name and title of the person conducting the work along with their hourly rate. County reserves the right to reject or write-off work, time or cost considered secretarial work, overhead or unreasonable. Offeror shall also include summaries of work performed and time spent on services performed under the flat monthly fee, as discussed below. Alternatively, the County may enter into a contingent fee agreement with the contracted attorney for investigation and prosecution of claims related to overcharging for prescription medications utilized by either the Jefferson County Public Health or the Jefferson County Employee Risk Poole if said contingency fee contract is approved by the Texas Attorney General pursuant to Texas Government Code Sec. 2254.002.

#### **Proposal Content:**

Legal Experience. The Offeror should describe its legal experience, including the names, addresses, contact persons, and telephone numbers of at least three (3) clients, preferably including clients similar to Jefferson County. Experience should include the following categories:

1. Experience in advising and representing governmental organizations

2. Experience advising and representing clients conducting similar Public Health and Employee Risk Pool services and/or experience in the conduct of civil trial litigation, class-action litigation, personal injury litigation and similar litigation.

Organization, Size, Structure, and Areas of Practice. If the Offeror is a firm, it should describe its organization, size, structure, areas of practice, and office locations. Indicate,

Attorney Qualifications. The Offeror should have experience in the following areas: governmental organizations, civil litigation, pharmaceutical litigation or similar. The Offeror should describe the qualification of attorneys to be assigned to the representation. Description should include:

1. Professional and education background.
2. Overall supervision to be exercised.
3. Prior experience of the individual attorneys with respect to the experience listed above. Only include resumes of attorneys likely to be assigned to the representation. Education, position in firm, years and types of experience, and continuing professional education will be considered.

**Price:**

The Offeror's proposed price should include information on the hourly billing rates of each attorney or other legal staff who is expected to work on this representation and charges for expenses, if any, such as legal research, and copies. Also include a monthly flat fee that would be charges to advise on routine matters that could be handled over the telephone or otherwise without extensive research or other legal work. Alternatively, Offeror should advise as to the percentage contingent fee for representation and provide a sample contingent fee contract setting forth the terms upon which Offeror proposes to represent County.

## SECTION 6. PROPOSAL REQUIREMENTS

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### 6.1 OBJECTIVE OF PROPOSAL

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

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

### 6.2 PROPOSER EXPERIENCE

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

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

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

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

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

### 6.3 TYPE OF SERVICES PROVIDED BY PROPOSER

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

1. Professional Attorney Services

### 6.4 LAWS AND REGULATIONS

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

## SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

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### 7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

### 7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 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:**

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Include your cost proposal in accordance with Section 5 Project Objective/Scope of Services in Request for Proposals (RFP 24-007/DC) Professional Attorney Services for Jefferson County.

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

**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 24-007/DC

**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.

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

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

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

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

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

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

Approved by OMB  
0348-0046

**Disclosure of Lobbying Activities**

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

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

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

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

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

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

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

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

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

\*\*\*

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b>	
1 <b>Name of vendor who has a business relationship with local governmental entity.</b>	Date Received	
2 <input type="checkbox"/> <b>Check this box if you are filing an update to a previously filed questionnaire.</b> (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 <b>Name of local government officer about whom the information in this section is being disclosed.</b>  <div style="text-align: center; margin-bottom: 10px;">                     _____                      Name of Officer                 </div> <p>This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
4 _____ <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <span>Signature of vendor doing business with the governmental entity</span> <span>Date</span> </div>		

Adopted 8/7/2015

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



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

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

## GOOD FAITH EFFORT (GFE)

### Determination Checklist

*This information must be submitted with your proposal.*

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

#### Did the Prime Contractor/Consultant . . .

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

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

\_\_\_\_\_  
Printed Name of Authorized Representative

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**REQUIRED FORM**

**Proposer:**

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

### Notice of Intent (NOI) to Subcontract with Historically Underutilized Business (HUB)

*This information must be submitted with your proposal.*

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Contractor Representative Signature of Representative Date

\_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

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

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

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



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

Page 2 of 4

#### HUB Subcontractor Disclosure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

Page 4 of 4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

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

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

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

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

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



HOUSE BILL 89 VERIFICATION

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

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

**Pursuant to Section 2270.002, Texas Government Code:**

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

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared

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

Notary Seal

\_\_\_\_\_  
**Notary Signature**

\_\_\_\_\_  
**Date**

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

**RESPONDENT'S AFFIDAVIT**

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

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

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

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

\_\_\_\_\_  
NAME OF BUSINESS

BY:

Sworn to and subscribed before me  
this \_\_\_\_\_ day of  
\_\_\_\_\_, 2024

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME & TITLE, TYPED OR PRINTED

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
MAILING ADDRESS

State of \_\_\_\_\_

\_\_\_\_\_  
CITY, STATE, ZIP CODE

My Commission Expires: \_\_\_\_\_

( ) \_\_\_\_\_  
TELEPHONE NUMBER

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



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

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

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

November 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Legal Notices for Jefferson County  
**BID NUMBER:** IFB 23-072/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, January 10, 2024  
**MAIL OR DELIVER TO:** ✓ Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise &amp; Port Arthur News:</b>          November 29, 2023 &amp; December 6, 2023  <b>The Examiner:</b>          November 30, 2023</p>
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## TABLE OF CONTENTS

TABLE OF CONTENTS .....	1
SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT .....	2
SECTION 2: FEMA MANDATED CONTRACT PROVISIONS .....	12
BYRD ANTI-LOBBYING CERTIFICATION FORM .....	22
DEBARMENT/SUSPENSION CERTIFICATION .....	23
CIVIL RIGHTS COMPLIANCE PROVISIONS .....	24
SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....	26
<u>INSERTION PAGE</u> : SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF .....	29
SAMPLE FORM 1295 .....	31
<u>INSERTION PAGE</u> : FORM 1295 .....	32
SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....	33
<u>INSERTION PAGE</u> : CERTIFICATE OF INSURANCE (COI) PROOF .....	36
BIDDER INFORMATION FORM .....	37
SECTION 4: MINIMUM SPECIFICATIONS .....	38
OFFER TO CONTRACT FORM .....	39
ACCEPTANCE OF OFFER FORM .....	40
<u>INSERTION PAGE</u> : ADDENDA .....	41
BID FORM .....	42
VENDOR REFERENCES .....	43
SIGNATURE PAGE .....	44
CERTIFICATION REGARDING LOBBYING .....	45
CONFLICT OF INTEREST QUESTIONNAIRE .....	46
LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....	47
GOOD FAITH EFFORT DETERMINATION CHECKLIST .....	48
NOTICE OF INTENT .....	49
HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....	50
RESIDENCE CERTIFICATION/TAX FORM.....	54
HOUSE BILL 89 VERIFICATION .....	55
SENATE BILL 252 CERTIFICATION .....	56
BID AFFIDAVIT .....	57

### **BID SUBMISSIONS:**

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

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

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

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

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

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

### **1. BIDDING.**

#### **1.1 BIDS.**

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

#### **1.2 AUTHORIZED SIGNATURES.**

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

#### **1.3 LATE BIDS.**

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

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

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

#### **1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

#### **1.6 BID AMOUNTS.**

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

#### **1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

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

#### **1.8 ALTERNATES.**

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

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

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

**1.15 ADDENDA.**

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

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

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

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

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

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

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

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

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

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

### **2. PERFORMANCE.**

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

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

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

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

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

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

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

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

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

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



**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

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

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

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

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

### **2.16 EVALUATION.**

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



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

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

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

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"</u>). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671g</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671g</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	<i>See 2 CFR §200.323.</i>	2 CFR 200 APPENDIX II (J)
	<i>See 2 CFR §200.216.</i>	2 CFR 200 APPENDIX II (K)
	<i>See 2 CFR §200.322.</i>	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

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

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



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

## BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor, Beaumont Enterprises 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.

Leslie Braux  
 Signature of Contractor's Authorized Official

Leslie Braux, Director  
 Name and Title of Contractor's Authorized Official

12-5-23  
 Date

Date

**REQUIRED FORM**

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

The Contractor, Baumont Enterprise 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.

Leslie Braux

Signature of Contractor's Authorized Official

Leslie Braux, Director

Name and Title of Contractor's Authorized Official

12-5-23

Date

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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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.

*Leslie Breauy*

Signature of Contractor's Authorized Official

*Leslie Breauy, Director*

Name and Title of Contractor's Authorized Official

*12-5-23*

Date

**REQUIRED FORM**

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

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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

##### **All submissions must be received by 11:00 am CT, Wednesday, January 10, 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 (2023):**

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

**COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 29	(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](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, December 29, 2023.

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

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

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

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



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

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 31**.

#### FORM 1295 Implementation Background:

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

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

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

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

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

#### **FORM 1295 EXEMPTIONS:**

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

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

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

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

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

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**6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

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

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

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

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

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

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – **refer to Section 10 above.**

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

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

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

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

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

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

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

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

**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 23-072/MR) Term Contract for Legal Notices for Jefferson County

**Bidder's Company/Business Name:** Beaumont Enterprise

**Bidder's TAX ID Number:** 76-0556297

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Leslie Breauy **Title:** Director

**Phone Number (with area code):** 409-838-2838

**Alternate Phone Number if available (with area code):** \_\_\_\_\_

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** leslie.breaux@hearst.com

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

380 Main St.

Beaumont TX 77701

City, State, Zip Code

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-072/MR.

### **SCOPE OF PROJECT:**

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

### **Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### **Minimum Specifications**

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

**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:**

Baumont Enterprise  
Company Name

380 Main St  
Address

Baumont, Tx 7701  
City State Zip

Leslie Breaux  
Signature of Person Authorized to Sign

Leslie Breaux  
Printed Name

Director  
Title

**For clarification of this offer, contact:**

Leslie Breaux, Director  
Name & Title

409-838-2838  
Phone Fax

leslie.breaux@hearst.com  
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: Term Contract for Legal Notices for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-072/MR, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### COUNTERSIGNED:

---

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

---

**Date**

### ATTEST:

---

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

---

**Date**

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

**BID FORM**

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$52,400.00 during the 2022-2023 budget year.

Directions: Please complete the below form. Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$	\$
2	Newspaper with a circulation of under 50,000.	\$2.15/line	\$259/line

<b>Newspaper Liaison for Jefferson County:</b>				
Leslie Breauy, Director				
Name and Title				
409.838.2838				
Phone Fax				
leslie.breaux@news1.com				
Email				
320 Main St., Beaumont, TX 77701				
Mailing Address:	Street Address/PO	City	State	Zip

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: Jefferson County

Address: 1149 Pearl St. Port, 77701

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

Phone: 409.835.8411 Fax: \_\_\_\_\_

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

Scope of Work: Legal ads

REFERENCE TWO

Government/Company Name: Port of Beaumont

Address: PO Box 2297, Port, TX 77704

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

Phone: 409.835.5367 Fax: \_\_\_\_\_

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

Scope of Work: Legal ads

REFERENCE THREE

Government/Company Name: Hardin County

Address: PO Box 1990, Kountze, TX 77625

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

Phone: 409.246.3412 Fax: \_\_\_\_\_

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

Scope of Work: Legal Ads

**SIGNATURE PAGE**

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

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

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

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

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

<u>Beaumont Enterprise</u>	<u>Leslie Breauy</u>
Bidder (Entity Name)	Signature
<u>380 Main St.</u>	<u>Leslie Breauy</u>
Street & Mailing Address	Print Name
<u>Bmt., TX 77701</u>	<u>12-5-23</u>
City, State & Zip	Date Signed
<u>409.838.2838</u>	
Telephone Number	Fax Number
<u>leslie.breaux@harsco.com</u>	
E-mail Address	

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



## CERTIFICATION REGARDING LOBBYING

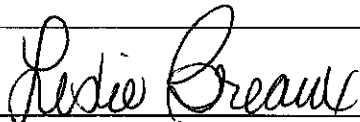
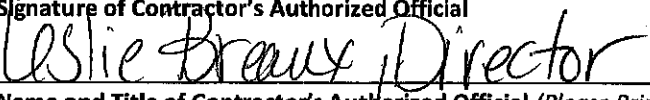
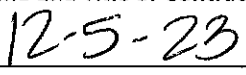
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

#### **REQUIRED FORM**

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p>						
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; font-size: 2em; margin-left: 100px;">N/A</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="font-size: x-small;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <span style="font-size: 2em; margin-left: 20px;">N/A</span> </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <span style="font-size: 2em; margin-left: 20px;">N/A</span> </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"> <input type="checkbox"/> Yes    <input type="checkbox"/> No    <span style="font-size: 2em; margin-left: 20px;">N/A</span> </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%; text-align: center;"> <p style="font-size: 2em; margin: 0;">N/A</p> <hr style="width: 80%; margin: 0 auto;"/> <p style="font-size: x-small; margin: 0;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: center;"> <p style="font-size: 2em; margin: 0;">N/A</p> <hr style="width: 80%; margin: 0 auto;"/> <p style="font-size: x-small; margin: 0;">Date</p> </div> </div>						

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

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

- Yes  No *N/A* 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 *N/A* 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No *N/A* 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 contract within the Prime Contractor/Consultant's organization)?
- Yes  No *N/A* 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No *N/A* 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No *N/A* 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.

*N/A*  
\_\_\_\_\_  
Printed Name of Authorized Representative

*N/A*  
\_\_\_\_\_  
Signature

*N/A*  
\_\_\_\_\_  
Title

*N/A*  
\_\_\_\_\_  
Date

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

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

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

Yes  No

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Printed Name of Contractor Representative

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of HUB

\_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Date

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

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

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

PAGE 1 OF 4

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

Yes  No

Prime Contractor: N/A HUB:  Yes  No

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

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

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: N/A

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

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

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

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

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

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

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

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



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING 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: \_\_\_\_\_

N/A

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: \_\_\_\_\_ N/A \_\_\_\_\_

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

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

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

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

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

Subcontractor Name: \_\_\_\_\_ N/A \_\_\_\_\_

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

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

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

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

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

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



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

PAGE 4 OF 4

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

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

Contact person: N/A 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: N/A Title: \_\_\_\_\_

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

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

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

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

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

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

Signature: N/A

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

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

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

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

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

Date: N/A

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

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

I certify that Beaumont Enterprise [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.):	76-0556297
Company Name submitting bid/proposal:	Beaumont Enterprise
Mailing address:	380 Main St., Bmt., TX 77701
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**
5453	380 Main St., Bmt., TX 77701
5456	"
171564	"

\* 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, Leslie Foreaux, the undersigned representative of (company or business name) Baumont Enterprise (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.

Leslie Foreaux  
Signature of Company Representative

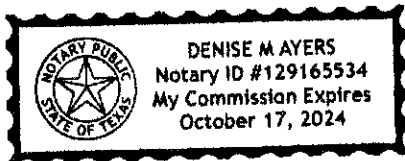
12-5-23  
Date

On this 5 day of December, 2023, personally appeared

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

Notary Seal Denise M. Ayers  
Notary Signature

December 5, 2023  
Date



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

**SENATE BILL 252 CERTIFICATION**

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

Braumont Enterprise  
Company Name

23-072/MR  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Leslie Poreaux, who  
(name)

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

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

Fax: \_\_\_\_\_ Telephone# 409.838.2838  
by: Leslie Poreaux Title: Director  
(print name)

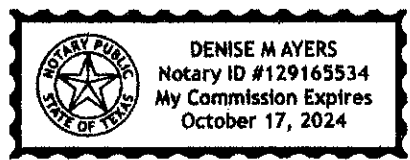
Signature: Leslie Poreaux

SUBSCRIBED AND SWORN to before me by the above-named

\_\_\_\_\_ on  
this the 5th day of December, 2023.

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

Denise M. Ayers  
Notary Public in and for  
the State of Texas





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

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

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

November 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-072/MR) **Term Contract for Legal Notices for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Legal Notices for Jefferson County  
**BID NUMBER:** IFB 23-072/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, January 10, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise &amp; Port Arthur News:</b>          November 29, 2023 &amp; December 6, 2023  <b>The Examiner:</b>          November 30, 2023</p>
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**TABLE OF CONTENTS**

TABLE OF CONTENTS .....1

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

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

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

DEBARMENT/SUSPENSION CERTIFICATION ..... 23

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 24

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

INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF .....29

SAMPLE FORM 1295 .....31

INSERTION PAGE: FORM 1295 .....32

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....33

INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF .....36

BIDDER INFORMATION FORM .....37

SECTION 4: MINIMUM SPECIFICATIONS .....38

OFFER TO CONTRACT FORM .....39

ACCEPTANCE OF OFFER FORM .....40

INSERTION PAGE: ADDENDA .....41

BID FORM .....42

VENDOR REFERENCES .....43

SIGNATURE PAGE .....44

CERTIFICATION REGARDING LOBBYING .....45

CONFLICT OF INTEREST QUESTIONAIRE .....46

LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....47

GOOD FAITH EFFORT DETERMINATION CHECKLIST .....48

NOTICE OF INTENT .....49

HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM .....50

RESIDENCE CERTIFICATION/TAX FORM .....54

HOUSE BILL 89 VERIFICATION .....55

SENATE BILL 252 CERTIFICATION .....56

BID AFFIDAVIT .....57

**BID SUBMISSIONS:**

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

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

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

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

	<p>Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (<u>40 U.S.C. 3145</u>), as supplemented by Department of Labor regulations (<u>29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"</u>). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (<u>40 U.S.C. 3701-3708</u>). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u>, as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (<u>42 U.S.C. 7401-7671g</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671g</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>



None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

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

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

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

The Contractor The Examiner Corporation 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.

Don J Doda  
Signature of Contractor's Authorized Official

Don J. DODA C.E.O.  
Name and Title of Contractor's Authorized Official

12/5/2023  
Date

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

The Contractor The Examiner Corporation 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.

*Don J. Dodd*

Signature of Contractor's Authorized Official

Don J. Dodd

Name and Title of Contractor's Authorized Official

12/5/2023

Date

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

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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

Don J. DODD  
 \_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

12/5/2023  
 \_\_\_\_\_  
 Date

**REQUIRED FORM**

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

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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, January 10, 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 (2023):**

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

#### **COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 29	(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](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us).

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, December 29, 2023.

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

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

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

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

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

< Back to Workspace

Entity Registration

Core Data

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Security Information

Assertions

### THE EXAMINER CORPORATION

Unique Entity ID  
**LML1KVC7CAK9**

CAGE/NCAGE  
**50YH2**

Physical Address  
**795 Willow ST  
Beaumont, Texas  
77701-1829, United States**

Registration Status

● Active Registration

Expiration Date

Mar 16, 2024

Purpose of Registration  
**All Awards**

Mailing Address  
**795 Willow ST.  
Beaumont, Texas  
77701-1829, United States**

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 31**.

### FORM 1295 Implementation Background:

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

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

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

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

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

### **FORM 1295 EXEMPTIONS:**

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>													
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at <a href="http://www.ethics.state.tx.us/File">www.ethics.state.tx.us/File</a>													
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS															
<b>3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE.															
<b>4</b>	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)												
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px;">Controlling</td> <td style="width: 50%; padding: 2px;">Intermediary</td> </tr> <tr> <td style="text-align: center; padding: 2px;">X</td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="text-align: center; padding: 2px;">X</td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> <tr> <td style="padding: 2px;"></td> <td style="padding: 2px;"></td> </tr> </table>	Controlling	Intermediary	X			X						
Controlling	Intermediary														
X															
	X														
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.														
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.														
<b>5</b> Check only if there is NO Interested Party. <span style="float: right;"><b>CHECK BELOW IF APPLICABLE</b></span> <input type="checkbox"/>															
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> My name is _____, and my date of birth is _____ My address: _____ (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) _____ Signature of authorized agent of contracting business entity (Declarant)															
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>															

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

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

# CERTIFICATE OF INTERESTED PARTIES

164  
FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.  
The Examiner Corporation  
Beaumont, TX United States

Certificate Number:  
2023-1100867

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

Date Filed:  
12/05/2023

Date Acknowledged:

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

IFB 23-072/MR  
Term contract for legal notices Jefferson County

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Reaud, Wayne	Beaumont, TX United States	X	
	Dodd, Don	Beaumont, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Don J. Dodd, and my date of birth is 07/24/1954

My address is 795 Willow St. Beaumont Tx 77701 US  
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 5 day of December, 2023.  
(month) (year)

*Don J. Dodd*

Signature of authorized agent of contracting business entity  
(Declarant)



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

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**6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

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

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

Improvements & 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/05/2023

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

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

<b>PRODUCER</b> Waltery Insurance Brokers 7411 Old Branch Avenue Clinton, MD 20735 Waltery Large Accounts	800-638-8791	<b>CONTACT NAME:</b> William J. Coady, AAI <b>PHONE (A/C, No, Ext):</b> 800-638-8791 <b>FAX (A/C, No):</b> 301-868-2611 <b>E-MAIL ADDRESS:</b> bcoady@waltery.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>		
<b>INSURED</b> The Examiner Corporation <b>THE EXAMINER</b> Don J. Dodd, Publisher 795 Willow Street Beaumont, TX 77701	INSURER A:	Hartford Fire Insurance Co	19682
	INSURER B:	Hartford Underwriters Ins Co	30104
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

### COVERAGES

### CERTIFICATE NUMBER:

### REVISION NUMBER:

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

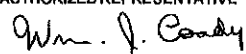
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		42SBAKV4271	10/03/2023	10/03/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			42SBAKV4271	10/03/2023	10/03/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10000			42SBAKV4271	10/03/2023	10/03/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below			42WECGO3101	10/03/2023	10/03/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Property Section			42SBAKV4271	10/03/2023	10/03/2024	BPP 265,200

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

Jefferson County is listed as additional insured with respect to the insureds operation when required by written contract per policy form SS00080405

### CERTIFICATE HOLDER

### CANCELLATION

JEFFER1  Jefferson County Purchasing Department 1149 Pearl Street, 1st Floor Beaumont, TX 77701	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

### BIDDER INFORMATION FORM

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

**Bid Number & Name:** (IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County

**Bidder's Company/Business Name:** The Examiner Corporation

**Bidder's TAX ID Number:** 76-0479932

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Don Dodd Title: C.E.O.

**Phone Number (with area code):** (409) 832-1400

**Alternate Phone Number if available (with area code):** (409) 781-8782

**Fax Number (with area code):** (409) 832-6222

**Email Address:** dodd@theexaminer.com

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

795 Willow st.

Address Beaumont, TX 77701

City, State, Zip Code

Alternate contact:  
Donna Broussard  
legalnotice@theexaminer.com

**REQUIRED FORM**

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

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-072/MR.

### **SCOPE OF PROJECT:**

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

### **Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

### **Minimum Specifications**

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

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): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_. N/A

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

The Examiner Corporation  
Company Name

For clarification of this offer, contact:

795 Willow St.  
Address

Don J. Dodd C.E.O.  
Name & Title

Beaumont Tx 77701  
City State Zip

409 832-1400 Fax 832-6222  
Phone Fax

Don J. Dodd  
Signature of Person Authorized to Sign

dodd@theexaminer.com  
E-mail

Don J. Dodd  
Printed Name

C.E.O.  
Title

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



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

## BID FORM

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$52,400.00 during the 2022-2023 budget year.

Directions: Please complete the below form. Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$	\$
2	Newspaper with a circulation of under 50,000.	\$1,50	\$

*per line*

<b>Newspaper Liaison for Jefferson County:</b>				
<i>Donna Broussard Office Manager</i>				
Name and Title				
<i>409 832-1400</i>		<i>409 832-6222</i>		
Phone		Fax		
<i>legalnotice@theexaminer.com</i>				
Email				
<i>795 Willow</i>		<i>Beaumont</i>		<i>Tx</i>
Mailing Address: Street Address/PO		City	State	Zip
				<i>77701</i>

**REQUIRED FORM**

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

## ACCEPTANCE OF OFFER

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-072/MR, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

### COUNTERSIGNED:

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

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**Date**

### ATTEST:

---

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

---

**Date**

## 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: City of Beaumont  
 Address: 801 Main St. Beaumont Tx 77701  
 Contact Person and Title: Tina Broussard City Clerk  
 Phone: 409 980-8311 Fax: \_\_\_\_\_  
 Email Address: tina.broussard@beaumonttx.us Contract Period: 2007 to current  
 Scope of Work: legal notices

## REFERENCE TWO

Government/Company Name: Jefferson County DD 6  
 Address: 6550 Walden rd Beaumont, Tx  
 Contact Person and Title: Karen Johnson  
 Phone: 409 842-1818 Fax: \_\_\_\_\_  
 Email Address: kstewart@ddb.org Contract Period: 2007 to current  
 Scope of Work: legal notices

## REFERENCE THREE

Government/Company Name: District Clerk - Jefferson County  
 Address: 1085 Pearl St. #203 Beaumont, Tx 77701  
 Contact Person and Title: Sherrye Kodler Chief Deputy  
 Phone: 409 835-8580 Fax: \_\_\_\_\_  
 Email Address: districtclerk@jeffco.tx.us Contract Period: 2007 to current  
 Scope of Work: legal notices

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.

The Examiner Corporation  
Bidder (Entity Name)

795 Willow St.  
Street & Mailing Address

Beaumont, TX 77701  
City, State & Zip

409 832-1400  
Telephone Number

dodd@theexaminer.com  
E-mail Address

Don J Dodd  
Signature

Don J. Dodd  
Print Name

12/05/2023  
Date Signed

409 832-6222  
Fax Number

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

## CERTIFICATION REGARDING LOBBYING

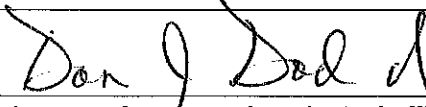

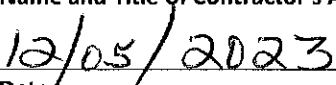
### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

 <hr style="border: 0; border-top: 1px solid black;"/>
<b>Signature of Contractor's Authorized Official</b>
 <hr style="border: 0; border-top: 1px solid black;"/>
<b>Name and Title of Contractor's Authorized Official (Please Print)</b>
 <hr style="border: 0; border-top: 1px solid black;"/>
<b>Date</b>

#### REQUIRED FORM

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>		
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="padding: 2px;">Date Received</td> </tr> </tbody> </table>		OFFICE USE ONLY	Date Received
OFFICE USE ONLY				
Date Received				
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="font-size: 1.2em; margin-left: 20px;"><i>The Examiner Corporation</i></p>				
<p><b>2</b> <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em; margin-left: 20px;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>				
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: right; font-size: 1.2em; margin-right: 20px;"><i>None</i></p> <hr style="width: 30%; margin: 0 auto;"/> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p style="font-size: 0.8em;">This section (item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p><b>A.</b> Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>B.</b> Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>C.</b> Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p><b>D.</b> Describe each employment or business and family relationship with the local government officer named in this section.</p>				
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;"> <p style="font-size: 1.5em; margin: 0;"><i>Don J. Dodt</i></p> <p style="font-size: 0.8em; margin: 0;">Signature of vendor doing business with the governmental entity</p> </div> <div style="text-align: center;"> <p style="font-size: 1.5em; margin: 0;"><i>12/05/2023</i></p> <p style="font-size: 0.8em; margin: 0;">Date</p> </div> </div>				

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes  No

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

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

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

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

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

*Don J. Dodd*

Printed Name of Authorized Representative

*Don J Dodd*

Signature

*C.E.O.*

Title

*12/05/2023*

Date

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

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

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

Yes  No

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

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

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

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

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

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

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

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

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

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: \_\_\_\_\_

Don J. Doss  
 Printed Name of Contractor Representative

Don J. Doss  
 Signature of Representative

12/05/2023  
 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.**









**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 The Examiner Corporation [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.):		76-0479932
Company Name submitting bid/proposal:		The Examiner Corporation
Mailing address:	795 Willow St. Beaumont, TX 77701	
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**
172039	795 Willow St. Beaumont TX 77701

\* 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, DON J. DODD the undersigned representative of (company or business name) The Examiner Corporation (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.

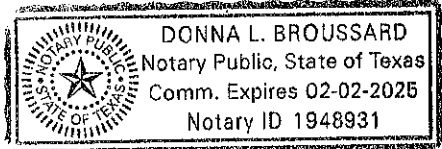
Don J. Dodd  
Signature of Company Representative

12/05/2023  
Date

On this 5 day of Dec, 2023 personally appeared

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

Notary Seal Donna L. Broussard



Notary Signature  
Donna L. Broussard  
Date  
12/5/2023

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



**SENATE BILL 252 CERTIFICATION**

---

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

---

**Company Name**

---

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

---

**Purchasing Representative**

---

**Date**

<b>THIS FORM IS FOR OFFICE USE ONLY</b>
---

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Don J. Dodd, who  
(name)

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

"I, Don J. Dodd am a duly authorized officer of/agent  
(name)  
for The Examiner Corporation and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said The Examiner Corporation.  
(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: The Examiner Corporation  
795 Willow St. Beaumont, TX 77701

Fax: 409 832-6222 Telephone# (409) 832-1400

by: Don J. Dodd Title: C.E.O.  
(print name)

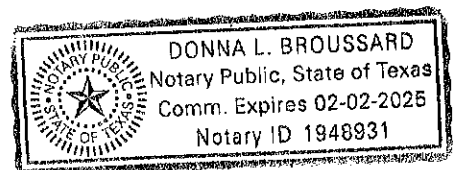
Signature: Don J. Dodd

SUBSCRIBED AND SWORN to before me by the above-named  
Don J. Dodd on

this the 5th day of December, 2023

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

Donna L. Broussard  
Notary Public in and for  
the State of Texas





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

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

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

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

November 28, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

Bids are to be sealed and addressed to the Purchasing Agent with the bid number and name marked on the outside of the envelope or box. Bidders shall forward an original and one (1) copy of their bid to the address shown below. Jefferson County does not accept bids submitted electronically. Late bids will be rejected as non-responsive. Bids will be publicly opened and read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701, at the time and date below. Bidders are invited to attend the sealed bid opening.

**BID NAME:** Term Contract for Legal Notices for Jefferson County  
**BID NUMBER:** IFB 23-072/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, January 10, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
1149 Pearl Street, 1<sup>st</sup> Floor  
Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise & Port Arthur News:**  
November 29, 2023 & December 6, 2023  
**The Examiner:**  
November 30, 2023

TABLE OF CONTENTS .....1

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

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

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

DEBARMENT/SUSPENSION CERTIFICATION ..... 23

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 24

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

INSERTION PAGE: SYSTEM FOR AWARD MANAGEMENT (SAM) REGISTRATION PROOF .....29

SAMPLE FORM 1295 .....31

INSERTION PAGE: FORM 1295 .....32

SECTION 3 (CONTINUED): SPECIAL REQUIREMENTS/BID SUBMISSION REQUIREMENTS .....33

INSERTION PAGE: CERTIFICATE OF INSURANCE (COI) PROOF .....36

BIDDER INFORMATION FORM .....37

SECTION 4: MINIMUM SPECIFICATIONS .....38

OFFER TO CONTRACT FORM .....39

ACCEPTANCE OF OFFER FORM .....40

INSERTION PAGE: ADDENDA .....41

BID FORM .....42

VENDOR REFERENCES .....43

SIGNATURE PAGE .....44

CERTIFICATION REGARDING LOBBYING .....45

CONFLICT OF INTEREST QUESTIONAIRE .....46

LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....47

GOOD FAITH EFFORT DETERMINATION CHECKLIST .....48

NOTICE OF INTENT .....49

HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....50

RESIDENCE CERTIFICATION/TAX FORM.....54

HOUSE BILL 89 VERIFICATION .....55

SENATE BILL 252 CERTIFICATION .....56

BID AFFIDAVIT .....57

**BID SUBMISSIONS:**

One (1) Original and one (1) Bid Copy; 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.

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

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

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

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

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

**19. CERTIFICATION.**

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

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

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

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

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

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

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

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

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

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

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

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



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

	Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, Contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act ( <u>40 U.S.C. 3145</u> ), as supplemented by Department of Labor regulations ( <u>29 CFR Part 3</u> , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act ( <u>40 U.S.C. 3701-3708</u> ). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with <u>40 U.S.C. 3702</u> and <u>3704</u> , as supplemented by Department of Labor regulations ( <u>29 CFR Part 5</u> ). Under <u>40 U.S.C. 3702</u> of the Act, each Contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of <u>40 U.S.C. 3704</u> are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under <u>37 CFR § 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401</u> , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act ( <u>42 U.S.C. 7401-7671g</u> .) and the Federal Water Pollution Control Act ( <u>33 U.S.C. 1251-1387</u> ), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act ( <u>42 U.S.C. 7401-7671g</u> ) and the Federal Water Pollution Control Act as amended ( <u>33 U.S.C. 1251-1387</u> ). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)

>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see <u>2 CFR 180.220</u> ) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at <u>2 CFR 180</u> that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment ( <u>31 U.S.C. 1352</u> ) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <u>31 U.S.C. 1352</u> . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	<i>See 2 CFR §200.323.</i>	2 CFR 200 APPENDIX II (J)
	<i>See 2 CFR §200.216.</i>	2 CFR 200 APPENDIX II (K)
	<i>See 2 CFR §200.322.</i>	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i>  <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p>	

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

	<p>telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in <u>Public Law 115-232</u>, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under <u>Public Law 115-232</u>, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See <u>Public Law 115-232</u>, section 889 for additional information.</p> <p>(d) See also <u>§ 200.471</u>.</p>	
<p>None</p>	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
<p>None</p>	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	<p>2 CFR 200.112</p>

None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p> <p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime Contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	2 CFR 200.321
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p>	2 CFR 200.334

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

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



**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

The Contractor Port Arthur News 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

Stephen Hemelt, Publisher  
Name and Title of Contractor's Authorized Official

December, 29, 2023  
Date

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

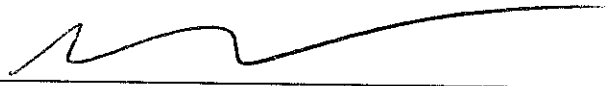
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Port Arthur News 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

Stephen Hemelt, Publisher

Name and Title of Contractor's Authorized Official

December 29, 2023

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

Stephen Hennelt, Publisher  
Name and Title of Contractor's Authorized Official

December 29, 2023  
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 one (1) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet **in its entirety.**

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

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

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

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

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

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

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

**All submissions must be received by 11:00 am CT, Wednesday, January 10, 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 (2023):**

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

#### **COUNTY HOLIDAYS (2024):**

January 15	(Monday)	Martin Luther King, Jr. Day
March 29	(Friday)	Good Friday
May 29	(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](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, December 29, 2023.

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


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

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

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

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



Reset 

< 1 of 1 >

Results per page  
25

Sort by  
Expiration Date Ascending

**PORT ARTHUR NEWSMEDIA LLC** Active Registration 

Unique Entity ID: <b>NP8BFL1JCCD8</b>	Doing Business As: <b>(blank)</b>	Purpose of Registration: <b>All Awards</b>	Expiration Date <b>Dec 25, 2024</b>
--	--------------------------------------	---	--

CAGE/NCAGE: <b>8A9W2</b>	Physical Address: <b>2349 MEMORIAL BLVD PORT ARTHUR, TX 77640-2822 USA</b>
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Feedback

**Our Website**

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- [Release Notes](#)
- [System Alerts](#)

**Policies**

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- [Disclaimers](#)
- [Freedom of Information Act](#)
- [Accessibility](#)

**Our Partners**

- [Acquisition.gov](#)
- [USASpending.gov](#)
- [Grants.gov](#)
- [More Partners](#)

**Customer Service**

- [Help](#)
- [Check Entity Status](#)
- [Federal Service Desk](#)
- [External Resources](#)
- [Contact](#)



**WARNING**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY."** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary

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

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

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

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

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

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

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

A sample of a completed FORM 1295 is included on **PAGE 31**.

#### FORM 1295 Implementation Background:

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

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

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

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

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

#### **FORM 1295 EXEMPTIONS:**

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

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

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

**CERTIFICATE OF INTERESTED PARTIES**

**FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.	<b>OFFICE USE ONLY</b>
---	------------------------

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

VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

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 \_\_\_\_\_  
(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](http://www.ethics.state.tx.us) Revised 12/22/2017  
**NOTE: JEFFERSON COUNTY WILL KEEP A COPY OF THIS FORM ON FILE FOR EACH BID/PROPOSAL/CONTRACT/AGREEMENT AND EACH VENDOR RESPONDING TO BIDS/PROPOSALS.**

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

225

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

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

Port Arthur News  
Port Arthur, TX United States

Certificate Number:  
2023-1107491

Date Filed:  
12/29/2023

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

Jefferson County, TX

Date Acknowledged:

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

IFB 23-072/MR  
Legal Notices

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Hemelt, Stephen	Port Arthur, TX United States		X

5 Check only if there is NO Interested Party.


6 UNSWORN DECLARATION

My name is Stephen Hemelt and my date of birth is 12-9-80

My address is 719 N. 10<sup>th</sup> St Nederland, TX, 77627, US  
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 29 day of 12, 2023.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

### **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, 7<sup>th</sup> floor  
Beaumont, TX 77701.

#### **9. USAGE REPORTS.**

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

#### **10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE**

## 11.1 Definitions:

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

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

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

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

11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.

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

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

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

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

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

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

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

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



**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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/10/2023

230

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

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

<b>PRODUCER</b> Pritchett-Moore Insurance 1120 Queen City Avenue PO Box 2086 Tuscaloosa AL 35403	<b>CONTACT NAME:</b> Cathy Appling <b>PHONE (A/C, No, Ext):</b> 205-349-6558 <b>E-MAIL ADDRESS:</b> cappling@prtchett-moore.com	<b>FAX (A/C, No):</b> 205-349-6558
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Boone Newsmedia, Inc. PO Box 2370 Tuscaloosa AL 35403	<b>INSURER A:</b> Hartford Underwriters Insurance Company	
	<b>INSURER B:</b> Hartford Insurance Company	
	<b>INSURER C:</b> Gray Surplus Lines Insurance Co	
	<b>INSURER D:</b> Atlantic Specialty Ins. Co.	
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1905441822

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		21UENAX8DKV	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Maximum Annual \$ \$6,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			21UENDQ7658	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B C	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		21XHUAX8HZY GSL101454	7/1/2023 7/1/2023	7/1/2024 7/1/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 Each Occurrence \$ 5,000,000
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	21WEAX8DL4	7/1/2023	7/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liability			MEP3011623	7/1/2023	7/1/2024	Each Wrongful Act 10,000,000 Aggregate 10,000,000 Deductible 25,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Jefferson County is additional insured as respects general liability coverages as required by written contract with named insured.  
 This certificate of insurance neither affirmatively nor negatively amends, extends or alters the coverages afforded by all policies shown above.

**CERTIFICATE HOLDER****CANCELLATION**
 Jefferson County  
 1149 Pearl Street  
 1st Floor  
 Beaumont TX 77701

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

AUTHORIZED REPRESENTATIVE

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## Additional Named Insureds

231

**Other Named Insureds**

Albemarle Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Albert Lea Newspapers, Inc.	Corporation, Additional Named Insured
Americus Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Andalusia Newspapers, Inc.	Corporation, Additional Named Insured
Atmore Newspapers, Inc.	Corporation, Additional Named Insured
Austin Newspapers, Inc.	Corporation, Additional Named Insured
Bainbridge Media, LLC	Limited Liability Company, Additional Named Insured
Batesville Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Bluegrass Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Bogalusa Newsmedia, LLC	Additional Named Insured
Boone Publications, Inc.	Corporation, Additional Named Insured
Bowling Green Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Brewton Newspapers, Inc.	Corporation, Additional Named Insured
Brookhaven Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Carpenter Holdings, Inc.	Corporation, Additional Named Insured
Carpenter Newsmedia, LLC	Additional Named Insured
Clanton Newspapers, Inc.	Corporation, Additional Named Insured
Cordele Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Digital Newsmedia Partners, LLC	Limited Liability Company, Additional Named Insured
Elizabethton Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Farmville Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Fergus Falls Newspapers, Inc.	Corporation, Additional Named Insured
Frankfort Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Franklin County Newspapers, Inc.	Corporation, Additional Named Insured
Greenville Newspapers, LLC	Limited Liability Company, Additional Named Insured

## Additional Named Insureds

**Other Named Insureds**

Harlan Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Hartselle Newspapers, LLC	Limited Liability Company, Additional Named Insured
Ironton Publications, Inc.	Corporation, Additional Named Insured
LaGrange Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Lake Charles Newsmedia, LLC-The American Press	Limited Liability Company, Additional Named Insured
Lake Charles Newsmedia, LLC The Southwest Daily News	Limited Liability Company, Additional Named Insured
LaPlace Newsmedia, LLC (VIP Magazine)	Limited Liability Company, Additional Named Insured
LCN - beauregard Daily News	Limited Liability Company, Additional Named Insured
LCN - Leesville Daily Leader	Limited Liability Company, Additional Named Insured
Leader Publications, LLC	Limited Liability Company, Additional Named Insured
Madison Publications, LLC	Limited Liability Company, Additional Named Insured
Middlesboro-Tazewell Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Minnesota Publishers, Inc.	Corporation, Additional Named Insured
Natchez Newspapers, Inc.	Corporation, Additional Named Insured
Newsmedia Leasing, LLC	Limited Liability Company, Additional Named Insured
Orange Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Outer Banks Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Oxford Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Picayune Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Port Arthur Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Roanoke-Chowan Publications, LLC	Limited Liability Company, Additional Named Insured
Salisbury Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Selma Newspapers, Inc.	Corporation, Additional Named Insured
Shelby County Newspapers, Inc.	Corporation, Additional Named Insured
Smithfield Newsmedia LLC	Limited Liability Company, Additional Named Insured

# Additional Named Insureds

233

## Other Named Insureds

SMSI: Freeborn County Shopper	DBA, Additional Named Insured
SMSI: Mower County Shopper	DBA, Additional Named Insured
Southern Minnesota Shoppers, Inc.	Corporation, Additional Named Insured
Storemore of MS	DBA, Additional Named Insured
Suffolk Publications, LLC	Limited Liability Company, Additional Named Insured
Tallapoosa Publishers, Inc.	Corporation, Additional Named Insured
Tidewater Publications, LLC	Limited Liability Company, Additional Named Insured
Troy Publications, Inc.	Corporation, Additional Insured
Tryon Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Valley Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Vicksburg Newsmedia, LLC	Limited Liability Company, Additional Named Insured
Washington Newsmedia, LLC	Limited Liability Company, Additional Named Insured

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-072/MR) Term Contract for Legal Notices for Jefferson County

Bidder's Company/Business Name: Port Arthur News

Bidder's TAX ID Number: 47-1864778

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

Contact Person: Asha Sahadeo Title: Financial Manager

Phone Number (with area code): 409-721-2543

Alternate Phone Number if available (with area code): 409-721-2400

Fax Number (with area code): N/A

Email Address: Asha.Sahadeo@panews.com

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

2349 Memorial Blvd

Address  
Port Arthur, Tx 77640

City, State, Zip Code

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

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-072/MR.

**SCOPE OF PROJECT:**

Vendor shall provide Publication of Legal Notices for Jefferson County subject to the terms and conditions stated for an initial period of one (1) year with an option to renew for four (4) additional years beginning on or about Date of Award.

Prices quoted shall remain firm for one (1) year from date of award.

**Contract**

This bid, when properly accepted by Jefferson County Commissioners' Court, shall constitute a contract equally binding between the successful bidder and Jefferson County. No different or additional terms will become a part of this contract.

**Minimum Specifications**

Publish legal advertisements in classified advertisement section of newspaper as required. These will include public notices, notices to bidders, etc.

Publisher's affidavits and tear sheets will be provided free of charge with each corresponding invoice sent to the County.

Jefferson County reserves the right to award multiple contracts. Advertising will be rotated among contractors at the discretion of the County using department. Award of contract does not guarantee that every advertising notice of Jefferson County will be published every time with resulting contractor.

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:

Port Arthur News  
Company Name

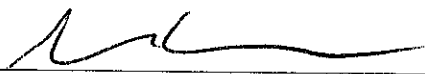
For clarification of this offer, contact:

2349 Memorial Blvd.  
Address

Stephen Hemelt, Publisher  
Name & Title

Port Arthur, Tx 77640  
City State Zip

252-529-8115  
Phone Fax

  
Signature of Person Authorized to Sign

stephen.hemelt@panews.com  
E-mail

Stephen Hemelt  
Printed Name

Publisher  
Title

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



**ACCEPTANCE OF OFFER**

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-072/MR, Term Contract for Legal Notices for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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

\_\_\_\_\_  
**Date**

**ATTEST:**

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

\_\_\_\_\_  
**Date**

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

Notice to Bidders: Jefferson County purchased classified advertising in the approximate amount of \$52,400.00 during the 2022-2023 budget year.

Directions: Please complete the below form. Should a Line Item not apply to your publication, please write "N/A" in the column.

Item	Description	Daily Rate	Sunday Rate
1	Newspaper with a circulation of 50,000 or more.	\$ N/A	\$ N/A
2	Newspaper with a circulation of under 50,000.	\$ 9.70 PCI	\$ 9.70 PCI

<b>Newspaper Liaison for Jefferson County:</b>				
Viridiana Romero, Telecommunication Director				
Name and Title				
409-721-2401				
Phone	Fax			
public.notices@panews.com				
Email				
2349 Memorial Blvd				
Mailing Address:	Street Address/PO	City	State	Zip
	Port Arthur, Tx 77640			

**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: City of Port Arthur  
 Address: PO Box 1089 Port Arthur, TX 77641  
 Contact Person and Title: Bella LeBlanc  
 Phone: 409-983-8115 Fax: N/A  
 Email Address: bella.leblanc@portarthurtx.gov Contract Period: N/A  
 Scope of Work: Legal Notices

## REFERENCE TWO

Government/Company Name: Motiva Port Arthur Refinery  
 Address: 4241 Savannah Ave Port Arthur, TX 77640  
 Contact Person and Title: Legal Department  
 Phone: 409-886-6012 Fax: N/A  
 Email Address: N/A Contract Period: N/A  
 Scope of Work: Legal Notices

## REFERENCE THREE

Government/Company Name: Jefferson Co. Drainage District  
 Address: PO Box 3244 Port Arthur, TX 77643  
 Contact Person and Title: Carole Kidder  
 Phone: 409-985-4369 Fax: N/A  
 Email Address: ckidder@dd7.org Contract Period: N/A  
 Scope of Work: Legal Notices

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.

Port Arthur News

Bidder (Entity Name)



Signature

2349 Memorial Blvd

Street & Mailing Address

Stephen Hennelt

Print Name

Port Arthur, TX 77640

City, State & Zip

12/29/23

Date Signed

409-721-2400

Telephone Number

N/A

Fax Number

asha.sahadeo@panews.com

E-mail Address

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

**CERTIFICATION REGARDING LOBBYING**


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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


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

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


<p>Signature of Contractor's Authorized Official</p>
<p>Stephen Hemelt, Publisher</p>
<p>Name and Title of Contractor's Authorized Official (Please Print)</p>
<p>12/29/23</p>
<p>Date</p>

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<b>OFFICE USE ONLY</b> Date Received	
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p align="center" style="font-size: 1.5em;">N/A</p>		
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p align="center">_____</p> <p align="center">Name of Officer</p> <p>This section (Item 3 including subparts A, B, C, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p align="center"> <input type="checkbox"/> Yes      <input type="checkbox"/> No                 </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p align="center">                       _____                      Signature of vendor doing business with the governmental entity                 </p> </div> <div style="width: 45%; text-align: right;"> <p align="center" style="font-size: 1.5em;">12/29/23</p> <p align="center">_____ Date</p> </div> </div>		

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**



### GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

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

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

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

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

Stephen Hemelt, Publisher  
Printed Name of Authorized Representative

[Signature]  
Signature

Publisher  
Title

12/29/23  
Date

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

1-6:

Vendor: Port Arthur News

Bid #: IFB 23-072/MR

Explanation: On good faith effort check list

No subcontractors, no HUB will be used as all of our legal notices are placed in house.



# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

Prime Contractor: N/A HUB:  Yes  No

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

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

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

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

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

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

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

**FOR HUB OFFICE USE ONLY:**

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

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: N/A

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

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity):

Certifying Agency: [ ] Tx. Bldg & Procurement Comm. [ ] Jefferson County [ ] Tx Unified Certification Prog.

Address: Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity):

Certifying Agency: [ ] Tx. Bldg & Procurement Comm. [ ] Jefferson County [ ] Tx Unified Certification Prog.

Address: Street City State Zip

Contact person: Title:

Phone (with area code): Fax (with area code):

Proposed Subcontract Amount: \$ Percentage of Prime Contract: %

Description of Subcontract Work to be Performed:

All HUB Subcontractor Participation may be verified with the
HUB Subcontractor(s) listed on Part I.

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS

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: all legal Notices are done in house

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: N/A
Address:
Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

Subcontractor Name: N/A
Address:
Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

REQUIRED FORM
Bidder: Please complete this form
and include with bid submission.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: N/A  
Address: \_\_\_\_\_  
Street City State Zip  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %  
Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: N/A  
Address: \_\_\_\_\_  
Street City State Zip  
Contact person: \_\_\_\_\_ Title: \_\_\_\_\_  
Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_  
Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %  
Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Stephen Hemelt  
Title: Publisher  
Signature: [Signature]  
Date: 12/29/23  
E-mail address: Stephen.hemelt@panews.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Viridiana Romero  
Title: Telecommunication Director  
Date: 12/29/23  
E-mail address: public\_notices@panews.com

**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 Port Arthur News [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.):	47.1864778
Company Name submitting bid/proposal:	Port Arthur News
Mailing address:	2349 Memorial Blvd Port Arthur, TX 77640
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	
N/A	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**
006700-000/010200-00000	2349 Memorial Blvd Port Arthur, TX 77640
700000-000/485563-00000	2349 Memorial Blvd Port Arthur, TX 77640

\* 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.**



I, Stephen Hemelt, the undersigned representative of (company or business name) Port Arthur News (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]  
Signature of Company Representative

12/29/23  
Date

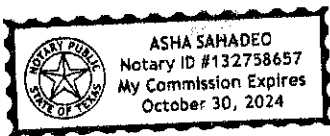
On this 29 day of December, 2023, personally appeared

Stephen Hemelt, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

[Signature: Asha Sahadeo]  
Notary Signature

12/29/23  
Date



**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**SENATE BILL 252 CERTIFICATION**

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**IFB/RFP/RFQ number**

**Certification check performed by:**

\_\_\_\_\_  
**Purchasing Representative**

\_\_\_\_\_  
**Date**

**THIS FORM IS FOR  
OFFICE USE ONLY**

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Jefferson

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas,

on this day personally appeared Stephen Hemelt, who  
(name)

after being by me duly sworn, did depose and say:

"I, Stephen Hemelt am a duly authorized officer of/agent  
(name)  
for Port Arthur News and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Port Arthur News.  
(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: Port Arthur News  
2349 Memorial Blvd Port Arthur, TX 77640

Fax: N/A Telephone# 409-721-2400

by: Stephen Hemelt Title: Publisher  
(print name)

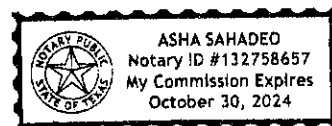
Signature: [Handwritten Signature]

SUBSCRIBED AND SWORN to before me by the above-named  
Stephen Hemelt on

this the 29 day of December, 2023

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

Asha Sahadeo  
(Notary Public in and for  
the State of Texas)





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark   
Purchasing Agent

Date: January 23, 2024

Re: Disposal of Salvage Property – Computers and Equipment

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

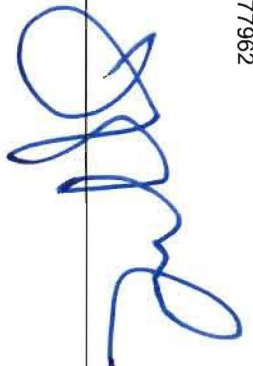
## Jefferson County Surplus for Disposal

Description of Property	Serial #	Department Assigned	Asset #
<b>PERSONAL COMPUTERS</b>			
Dell Optiplex 7010	ZOHJ8Y1	Jail-MID CO	62BT-34543
Dell Optiplex 7010	1X8HFX1	Sheriff's Dept - BMT	59BT-34488
Dell Optiplex 7010	2W1WRW1	Sheriff's Dept - BMT	59BT-34441
Dell Optiplex 9020	HHCXJ02	Crime Lab	60BT-34773
Dell Optiplex 9020	HHBXJ02	Crime Lab	60BT-34772
Dell Optiplex 9020	HHFRJ02	Crime Lab	60BT-34768
Dell Optiplex 9020	HHFVJ02	Crime Lab	60BT-34776
Dell Optiplex 9020	HHDRJ02	Crime Lab	60BT-34777
Dell Optiplex 780	8HW8HN1	Crime Lab	60BT-33693
Gateway E6610	39280595	Crime Lab	60BT-32112
Dell Optiplex 9020	HHCRJ02	Crime Lab	60BT-34769
Dell Optiplex 9020	HHCWJ02	Crime Lab	60BT-34774
Dell Optiplex 9020	2R3GSS22	Crime Lab	60BT-35093
Dell Optiplex 7010	1TCMM02	Sheriff's Dept - BMT	59BT-34858
Dell Optiplex GX 7010	46DN9Y1	Tax Off BMT	11BT-34587
Dell Optiplex GX 7010	H1SL9Y1	Tax Off BMT	11BT-34577
Dell Optiplex 9020	HHCSJ02	Crime Lab	60BT-34771
Dell Optiplex GX 380	4G9MFC01	County Clerk	14BT-33933
Dell Optiplex GX 755	6X4VFG1	County Clerk	14BT-32933
Dell Optiplex 7010	2QCH8Y1	Comm Superv BMT	58BT-34548
Dell Optiplex 7010	J10HW12	Comm Superv BMT	58BT-34890
Dell Optiplex 755	5NSQRH1	H&W   BMT	74BT-33238
Dell Optiplex 7010	ZL4CL02	H&W   BMT	74BT-34799
Dell Optiplex 7010	ZL4DL02	H&W   BMT	74BT-34800
Dell Optiplex 790	F144JS1	252nd	37BT-34151
<b>LAPTOPS</b>			
Panasonic Toughbook	ZATSA94706	Sheriff's Off Bmt	59BT-35851
<b>MISCELLANEOUS</b>			
Alcatel 6450 Switch	W17812008	MIS	25BT-36312
Motion J3500 Tablet	389034	MIS	25BT-34222
Bosanova E TWINAX Controller	00E0724885	MIS	25BT-30305
<b>PRINTERS</b>			
Lexmark T652N	79565RH	JP 1/1	41BT-34159
InfoPrint 1532	792Y	JP 8	50PA-33862
Lexmark Forms Printer		Sheriff's Off BMT	59BT-35384
Lexmark 4062	7957WZZ	JP 2	43PA-34162
HP CP1518NI LaserJet	CNAC85C0WB	HR	12BT-33330

HP LaserJet 400 M475DN	CND8F3F8G6	Historical Comm	97HC-34475
Lexmark 2590 Receipt Printer	S3777962	JP 1/2	42BT-35598

Other misc broken, unusable, untagged monitors, printers, scanners

Approved by Commissioners' Court



ATTEST  
 DATE 1/23/2024 





**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah Clark, Purchasing Agent*

---

1149 Pearl Street, Beaumont, TX 77701 Phone: 409-835-8593 Fax: 409-835-8456

**MEMORANDUM**

To: Commissioners' Court

From: Deborah Clark  
Purchasing Agent 

Date: January 23, 2024

Re: Disposal of County Phones

Consider and approve, execute, receive and file disposition of county phones as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

**APPENDIX A: EQUIPMENT ORDER LIST**

**Jefferson County  
CS 1000E, SRGs, CallPilot, and TM**

Equipment Code	Description	QTY
<b>Main Equipment Section</b>		
NTHU60AA	CS1000E CPPM 0L/0T HA Chassis	1
NT8D02HA	Card 16-port XDLC	39
NT8D09CA	Ext. Analogue MW Line Card	5
NT8D14CB	Card 8 Port UXT	2
NTAK20ADE5	Stratum 3 Clock Contr D/Board	2
NTBK80BA	Ground Bar Assy Opt11	2
NTDU22HA	MG1000E Chassis -R5	6
NTDU23AC	MG 1000 Chassis Expander	7
NTDU41GA	Media Card 32S (MC 32S)	1
NTDW62AAE5	MGC DSP Daughterboard 32	8
NTE907AA	1 Prem Analog Set License -R5	72
NTE907CA	1 Prem Digital Set License -R5	608
NTE907EA	1 Prem IP Set License -R5	722
NTE980HA	H.323 Access Port License	207
NTHU62AA	CPPM SS (Chassis/Cabinet) -R5	2
NTSF6800	Tmdi Pkg (1.5MB Dti/Pri)	6
NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	15
NT2K13BE	M1 Attendant PC SW	3
NTAG58BA	PC CONSOLE INTERFACE UNIT ASSY	3
NTMN33GA70	M3903 Enhanced Charcoal	226
NTMN34GC70E6	M3904 Prof Char RoHS	374
NTZR09BB	ATTENDANT PC LAN INTERFACE S/W	3
NTDU91BC70E6	IP Phone 2002 Char/Bez Eng Tex	24
NTDU92BC70E6	IP Phone 2004 Char/Bez Eng Tex	93
NTDW83BA	2050 SW Client Package	14
NTDW89AA	NN Mobile Voice Client 2050	14
NTEX14MD	2050 SW Phn w/USB Mon headset	14
A0796517	TM/OTM Rate Tables	1
NTTL04FA	TM Sets Expansions(250)	2
NTTL04GA	TM Sets Expansions(1000)	1
NTTL05CA	TM/OTM Bill Gen 50 RUs	1
NTTL06AA	TM/OTM Bill Gen 250 RUs Exp	2
NTTL06BA	TM/OTM Bill Gen 1000 RUs Exp	1
NTTL19AA	TM/OTM Additional Client 1 PC	1





## Addendum to Comprehensive Service Order Attachment

NTTL51DB	TM 3.1 Svr Lic-50Set-USB Dong	1
NTE900CD	CS1000E CPPM HA SYS SW -R5	1
NTE95006	SW Pkg 57-BARS-BASIC Alternate	1
NTRB18CAE5	MGATE Card	1
NTRH9234E5	Combo Key/Mouse	1
NTRH9235E6	17in LCD Monit.	1
NTRH9236E6	SLR75 Tape Drive	1
NTRH9242E6	1005r/600r Modem	1
NTTK14ABE6	PWR Cord 9.9ft 11CM 125VA	1
NTZE07BA	CP(F) 2 Add Fax Channels	1
NTZE07EA	CP(F) Voice Channels 2 Add	14
NTZE10HB	CP FAX Capability - 20 Users	1
NTZE11HA	CP Desktop Messaging 20 Users	1
NTZE14DA	CP NMS Networking Channel 1-96	1
NTZE19EA	Multimedia Mailbox /Voice-500	1
NTZE19FA	Multimedia Mailbox /Voice-1000	1
NTZE39AB	CP_M1 CS1000M E S/W Intgratn	1
NTZE4001	Callpilot New Sys (NO Charge)	1
NTZE67AAE5	600r Base System	1
MPR05201	Enterprise Multimedia Systems (EMS) New System Discount (NSD) -	1
AA0020046E6	PWR CRD 10A/110-120V NA	1
NT5B04AAAE5	BCM Digital Trunk MBM	1
NT5B16AAAJE5	BCM GASM8 MBM	2
NT5B44BAAEE5	GATM4 REL2 8 PORT AN TRUNK MBM	1
NTBB80AAABE5	Media Services PecIII	2
NTDU88BA	SRG 1.5 and BCM 400 Mkt Pkg	1
N0021175	Power Cord (C5) NA	1
NT9T6325E5	Small System Rackmount Shelf	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	1
NT9T6325E5	Small System Rackmount Shelf	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	2
NT5B44BAAEE5	GATM4 REL2 8 PORT AN TRUNK MBM	1
NT9T6325E5	Small System Rackmount Shelf	1
NT9T6402E5	BCM50 Expansion	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1



**Addendum to Comprehensive Service Order Attachment**

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N0021175	Power Cord (C5) NA	2
NT5B44BAAEE5	GATM4 REL2 8 PORT AN TRUNK MBM	1
NT9T6325E5	Small System Rackmount Shelf	1
NT9T6402E5	BCM50 Expansion	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	1
NT9T6325E5	Small System Rackmount Shelf	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	2
NT5B44AAEE5	GATM8 REL2 8 PORT AN TRUNK MBM	1
NT9T6325E5	Small System Rackmount Shelf	1
NT9T6402E5	BCM50 Expansion	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	2
NT5B44BAAEE5	GATM4 REL2 8 PORT AN TRUNK MBM	1
NT9T6325E5	Small System Rackmount Shelf	1
NT9T6402E5	BCM50 Expansion	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	1
NT9T6325E5	Small System Rackmount Shelf	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	1
NT9T6325E5	Small System Rackmount Shelf	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	1
NT9T6325E5	Small System Rackmount Shelf	1
NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1
N0021175	Power Cord (C5) NA	2
NT5B44BAAEE5	GATM4 REL2 8 PORT AN TRUNK MBM	1
NT9T6325E5	Small System Rackmount Shelf	1
NT9T6402E5	BCM50 Expansion	1

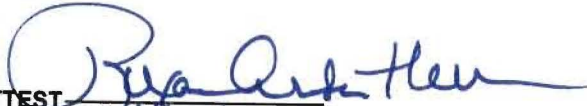
**Addendum to Comprehensive Service Order Attachment**

NTAT0103	BCM50 rack Mount Patch Panel	1
NTDW93BA	R3.0 NA CS1000 Bdle	1

**Ancillary Equipment Section**

AA0132895	SEB Netpath 4 port, 10 SNMP segment with modem	1
AA0133502	Cable Required for SEB Netpath	1
AA0093865	Gray 7' relay rack 1 for every 2 Gateways	5
AA0072073	Horizontal Cable Guide (PR)	5
AA0072074	Blank Panel 15"	5
AA0072075	Vertical Cable Guide	5
AA0137848	6 outlet non surge suppressing outlet strip 1 per gateway	5
241SB-025	Great Lakes Wire & Cab. Blue CAT5E Patch Cord - 25 ft.	30
AA0066271	KENTROX T1 CSU W/ CABLES, STAND ALONE	6
AA0093865	Gray 7' relay rack 1 for every 2 Gateways	12
AA0137848	6 outlet non surge suppressing outlet strip 1 per gateway	12
241SB-025	Great Lakes Wire & Cab. Blue CAT5E Patch Cord - 25 ft.	80
AA0066271	KENTROX T1 CSU W/ CABLES, STAND ALONE	1
AA0055547	1.4KVA UPS pkg: 120V, 2hr run	12

**JEFFERSON COUNTY, TEXAS**  
  
**Jeff Branick, County Judge**

  
 ATTEST \_\_\_\_\_  
 DATE 1/23/2024



**Jefferson County  
Precinct #3**

# Memo

To: Fran Lee - Auditors  
From: Kimberly Doyle  
CC: Commissioner Singal  
Date: January 11, 2024  
Re: Leftmoore Crane Unit B-24

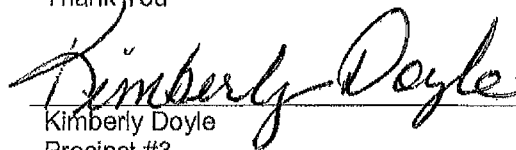
Fran Please Put on the agenda the estimate for the mechanic trucks  
liftmoore crane.

113-0309-431-6018 @ 8,500

113-0305-431-4018 @ 8,500

If you have any questions please give me a call (409) 736-2851

Thank You



Kimberly Doyle  
Precinct #3

# ESTIMATE

**TRUX Service Body & Rigging**  
 1550 East Cardinal  
 Beaumont, TX 77705

rlowrance@truxsbr.com  
 409-832-8407



## JEFFERSON COUNTY PRECINT 3

**Bill to**  
 JEFFERSON COUNTY PRECINT 3

**Ship to**  
 JEFFERSON COUNTY PRECINT 3

**Estimate details**

Estimate no.: 2098  
 Estimate date: 01/10/2024  
 Expiration date: 02/12/2024

#	Date	Product or service	SKU	Qty	Rate	Amount
1.		<b>*LIFTMOORE</b> LIFTMOORE CRANE MODEL L-8 WITH STANDARD PEDESTAL		1	\$4,487.00	\$4,487.00
2.		<b>SHOP LABOR</b> SHOP LABOR TO REMOVE SERVICE BODY, STEEL TO REINFORCE BODY FOR CRANE, INSTALLATION OF CRANE WITH WIRING AND MASTER SWITCH, REPAIR OF DAMAGED BEDLINER AFTER WELDING AND CUTTING OF CRANE HOLE AND REINSTALL SERVICE BODY		1	\$2,800.00	\$2,800.00
3.		<b>SHOP LABOR</b> SHOP LABOR TO INSTALL AND WIRE CUSTOMER SUPPLIED AIR COMPRESSOR		1	\$375.00	\$375.00
4.		<b>SuperSprings</b> HELPER SPRING SUPER SPRINGS SPSSSA16 INSTALLED ON 2023 CHEVROLET 2500		1	\$824.00	\$824.00
<b>Total</b>						<b>\$8,486.00</b>

Expiry date: 02/12/2024

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**MEMORANDUM**

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**TO:** COMMISSIONERS COURT  
**FROM:** **FRAN LEE**  
**SUBJECT:** BUDGET TRANSFER  
**DATE:** JANUARY 17, 2024

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The following budget transfer for the 58<sup>th</sup> District Court is necessary for additional cost for postage.

120-2033-412-4052	Postage	\$500	
120-2033-412-1095	Education Pay		\$500

NAME	AMOUNT	CHECK NO. <sup>267</sup>	TOTAL
JURY FUND			
CHAPMAN VENDING	775.35	513941	775.35**
ROAD & BRIDGE PCT.#1			
ENTERGY	793.99	513820	793.99**
ROAD & BRIDGE PCT.#2			
DYNAMIC POWER SYSTEM, INC.	54.41	513810	
ENTERGY	638.02	513820	
S.E. TEXAS BUILDING SERVICE	520.00	513848	
AT&T	145.08	513850	
BUMPER TO BUMPER	1,109.91	513888	
CENTERPOINT ENERGY RESOURCES CORP	188.26	513890	2,655.68**
ROAD & BRIDGE PCT. # 3			
SPIDLE & SPIDLE	2,214.35	513800	
BEAUMONT TRACTOR COMPANY	931.42	513804	
CITY OF PORT ARTHUR - WATER DEPT.	59.38	513807	
FARM & HOME SUPPLY	17.12	513813	
TEJAS TRUCK & RV SUPERSTORE	370.53	513853	
SOLAR	103.65	513878	
LOWE'S HOME CENTERS, INC.	171.75	513880	
CENTERPOINT ENERGY RESOURCES CORP	51.85	513890	
ASCO	1,572.66	513907	
1800RADIATOR & AC	614.56	513916	
MUNRO'S UNIFORM SERVICES, LLC	23.95	513950	
CHOICE TRAILER MANUFACTURING LTD	3,800.00	513957	9,931.22**
ROAD & BRIDGE PCT.#4			
AT&T	110.86	513850	
UNITED STATES POSTAL SERVICE	9.39	513872	
TEXAS CONFERENCE OF URBAN COUNTIES	450.00	513881	
EVERETT D ALFRED	177.08	513884	
SAM'S CLUB DIRECT	233.74	513904	
WALMART CAPITAL ONE	105.42	513944	1,086.49**
ENGINEERING FUND			
VERIZON WIRELESS	125.63	513869	
UNITED STATES POSTAL SERVICE	1.59	513872	127.22**
PARKS & RECREATION			
BEAUMONT TRACTOR COMPANY	364.53	513804	
ENTERGY	1,347.13	513820	
SPRINT WASTE SERVICES LP	789.19	513913	2,500.85**
GENERAL FUND			
JEFFERSON CTY. CLERK	2,422.11	513797	2,422.11*
TAX OFFICE			
PITNEY BOWES INC	111.98	513837	
TAC - TEXAS ASSN. OF COUNTIES	225.00	513851	
UNITED STATES POSTAL SERVICE	404.33	513872	741.31*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	340.00	513833	340.00*
AUDITOR'S OFFICE			
TAC - TEXAS ASSN. OF COUNTIES	415.00	513852	
UNITED STATES POSTAL SERVICE	1,828.89	513872	2,243.89*
COUNTY CLERK			

NAME	AMOUNT	CHECK NO. <sup>268</sup>	TOTAL
UNITED STATES POSTAL SERVICE	351.15	513872	351.15*
COUNTY JUDGE			
JOHN EUGENE MACEY	500.00	513830	
UNITED STATES POSTAL SERVICE	4.35	513872	
SNIDER LAW FIRM PLLC	500.00	513912	1,004.35*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.26	513872	1.26*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	62.70	513872	62.70*
PRINTING DEPARTMENT			
PARKER BUSINESS FORMS	208.00	513896	
BOSWORTH PAPERS	1,783.46	513939	
AMAZON CAPITAL SERVICES	104.53	513953	2,095.99*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	3.57	513872	
AMAZON CAPITAL SERVICES	39.97	513953	43.54*
GENERAL SERVICES			
NUTRITION & SERVICES FOR SENIORS	65,000.00	513835	
TEXAS WORKFORCE COMMISSION	82.68	513855	65,082.68*
VOTERS REGISTRATION DEPT			
POSTMASTER	1,000.00	513838	
UNITED STATES POSTAL SERVICE	476.55	513872	1,476.55*
DISTRICT ATTORNEY			
UNITED STATES POSTAL SERVICE	216.12	513872	
TRANSUNION RISK AND ALTERNATIVE	2,128.00	513918	2,344.12*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE	431.21	513872	
FUNCTION 4 LLC	570.00	513923	
ODP BUSINESS SOLUTIONS, LLC	76.29	513949	1,077.50*
CRIMINAL DISTRICT COURT			
DAVID GROVE	4,375.00	513801	
DONALD W. DUESLER & ASSOC.	8,750.00	513809	
MARSHA NORMAND	8,750.00	513834	
KEVIN PAULA SEKALY PC	8,750.00	513845	
KEVIN S. LAINE	4,375.00	513860	
JOHN D WEST	8,750.00	513864	
LANGSTON ADAMS	8,750.00	513882	
KIMBERLY R. BROUSSARD	1,496.00	513895	
JASON ROBERT NICKS	4,375.00	513897	58,371.00*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	126.00	513872	126.00*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	36.27	513872	36.27*
172ND DISTRICT COURT			
RENE MULHOLLAND	165.00	513858	165.00*
252ND DISTRICT COURT			



NAME	AMOUNT	CHECK NO. <sup>269</sup>	TOTAL
EDWARD B. GRIPON, M.D., P.A.	795.00	513818	
WENDELL RADFORD	600.00	513840	
MIKE VAN ZANDT	8,750.00	513857	
KEVIN S. LAINE	4,375.00	513860	
CHARLES ROJAS	8,750.00	513863	
UNITED STATES POSTAL SERVICE	17.06	513872	
JOEL WEBB VAZQUEZ	6,150.00	513887	
JASON ROBERT NICKS	4,375.00	513897	
ALLEN PARKER	8,750.00	513898	
BRITTANIE HOLMES	8,750.00	513905	
MARVIN LEWIS JR	8,750.00	513929	
279TH DISTRICT COURT			60,062.06*
JACK LAWRENCE	325.00	513802	
MARVA PROVO	325.00	513839	
KIMBERLY PHELAN, P.C.	325.00	513892	
317TH DISTRICT COURT			975.00*
MARVA PROVO	975.00	513839	
UNITED STATES POSTAL SERVICE	.63	513872	
THE PARDUE LAW FIRM, PLLC	583.00	513935	
JUSTICE COURT-PCT 1 PL 1			1,558.63*
UNITED STATES POSTAL SERVICE	71.52	513872	
JUSTICE COURT-PCT 1 PL 2			71.52*
TEXAS STATE UNIVERSITY SAN MARS	260.00	513849	
UNITED STATES POSTAL SERVICE	33.33	513872	
JUSTICE COURT-PCT 4			293.33*
AT&T	110.86	513850	
US POSTAL SERVICE	1,020.00	513879	
JUSTICE COURT-PCT 6			1,130.86*
UNITED STATES POSTAL SERVICE	56.23	513872	
COUNTY COURT AT LAW NO.1			56.23*
UNITED STATES POSTAL SERVICE	16.38	513872	
SIERRA SPRING WATER CO. - BT	54.97	513873	
COUNTY COURT AT LAW NO. 2			71.35*
TODD W LEBLANC	250.00	513798	
DAVID GROVE	250.00	513801	
DONALD BOUDREAUX	250.00	513806	
A. MARK FAGGARD	500.00	513812	
EDWARD B. GRIPON, M.D., P.A.	1,590.00	513818	
MARVA PROVO	400.00	513839	
CHARLES ROJAS	500.00	513863	
UNITED STATES POSTAL SERVICE	23.31	513872	
SIERRA SPRING WATER CO. - BT	37.97	513874	
LAW OFFICE OF GILES R COLE & ASSOC	650.00	513940	
COUNTY COURT AT LAW NO. 3			4,451.28*
A. MARK FAGGARD	350.00	513812	
NATHAN REYNOLDS, JR.	300.00	513841	
UNITED STATES POSTAL SERVICE	1.26	513872	
JOEL WEBB VAZQUEZ	250.00	513887	
THE SAMUEL FIRM, PLLC	250.00	513930	
COURT MASTER			1,151.26*
LAWRENCE E THORNE III	1,567.45	513900	
ODP BUSINESS SOLUTIONS, LLC	64.58	513949	
MEDIATION CENTER			1,632.03*

NAME	AMOUNT	CHECK NO. 270	TOTAL
UNITED STATES POSTAL SERVICE	1.89	513872	1.89*
SHERIFF'S DEPARTMENT			
ENTERGY	545.40	513820	
HARBOR FREIGHT TOOLS	719.82	513823	
JEFFERSON CTY. SHERIFF'S DEPARTMENT	1,120.00	513824	
CASH ADVANCE ACCOUNT	464.61	513826	
KIRKSEY'S SPRINT PRINTING	24.95	513828	
AT&T	193.44	513850	
UNITED STATES POSTAL SERVICE	1,080.40	513872	
LOWE'S HOME CENTERS, INC.	460.04	513880	
SIRCHIE FINGER PRINT LABORATORIES	138.57	513902	
GALLS LLC	275.10	513920	
ODP BUSINESS SOLUTIONS, LLC	203.13	513949	5,225.46*
CRIME LABORATORY			
ALLOMETRICS INC.	1,626.00	513799	
AGILENT TECHNOLOGIES	215.42	513803	
FISHER SCIENTIFIC	155.61	513814	
AIRGAS USA, LLC	629.70	513928	2,626.73*
JAIL - NO. 2			
COASTAL WELDING SUPPLY INC	44.91	513808	
ECOLAB	4,147.60	513811	
GRAYBAR ELECTRIC COMPANY, INC.	397.48	513817	
CASH ADVANCE ACCOUNT	452.73	513826	
M&D SUPPLY	256.55	513829	
OVERHEAD DOOR CO.	173.00	513836	
AT&T	1,543.38	513850	
TEXAS DEPT OF LICENSING &	60.00	513854	
LOWE'S HOME CENTERS, INC.	330.94	513880	
TEXAS GAS SERVICE	926.60	513885	
INTERCONTINENTAL JET CORP	2,294.00	513889	
CINTAS CORPORATION	1,603.40	513922	
CY-FAIR TIRE	88.40	513932	
I-CON SYSTEMS INC	1,201.60	513938	
WORKQUEST	2,572.08	513942	
WALMART CAPITAL ONE	345.32	513944	
ODP BUSINESS SOLUTIONS, LLC	1,668.50	513949	
HOBART SERVICE	102.95	513956	
COPSPLUS	1,791.90	513959	20,001.34*
JUVENILE PROBATION DEPT.			
SAM HOUSTON STATE UNIVERSITY	150.00	513843	
UNITED STATES POSTAL SERVICE	16.38	513872	166.38*
JUVENILE DETENTION HOME			
SANITARY SUPPLY, INC.	1,982.74	513844	
S.E. TEXAS BUILDING SERVICE	2,250.00	513848	
CENTERPOINT ENERGY RESOURCES CORP	531.94	513890	
WASTEWATER TRANSPORT SERVICES LLC	1,040.71	513914	
AMERICAN RED CROSS	190.00	513919	5,995.39*
CONSTABLE PCT 1			
MOTOROLA SOLUTIONS INC	117.45	513861	
UNITED STATES POSTAL SERVICE	29.21	513872	
GOT YOU COVERED WORK WEAR & UNIFORM	160.05	513946	306.71*
CONSTABLE-PCT 4			
GT DISTRIBUTORS, INC.	181.65	513815	
AT&T	55.43	513850	
ALAN ROBERTS	150.00	513921	
TND WORKWEAR CO LLC	52.95	513924	440.03*
CONSTABLE-PCT 6			

NAME	AMOUNT	CHECK NO. <sup>271</sup>	TOTAL
UNITED STATES POSTAL SERVICE CONSTABLE PCT. 7	15.24	513872	15.24*
TND WORKWEAR CO LLC CONSTABLE PCT. 8	39.95	513924	39.95*
ODP BUSINESS SOLUTIONS, LLC AGRICULTURE EXTENSION SVC	11.98	513949	11.98*
CORENA N FITZGERALD HALLEE M SMITH ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES	109.70 30.66 38.99 54.40	513931 513945 513949 513953	233.75*
HEALTH AND WELFARE NO. 1 MERCY FUNERAL HOME MCKESSON MEDICAL-SURGICAL INC CLAYBAR HAVEN OF REST UNITED STATES POSTAL SERVICE SIERRA SPRING WATER CO. - BT	1,500.00 645.98 2,480.00 110.04 47.93	513831 513862 513870 513872 513876	4,783.95*
HEALTH AND WELFARE NO. 2 MCKESSON MEDICAL-SURGICAL INC SIERRA SPRING WATER CO. - BT LISA WASHINGTON	686.05 35.96 174.23	513862 513877 513952	896.24*
NURSE PRACTITIONER LESLIE RIGGS	179.99	513915	179.99*
INDIGENT MEDICAL SERVICES CARDINAL HEALTH 110 INC ODP BUSINESS SOLUTIONS, LLC	59,015.39 41.98	513910 513949	59,057.37*
EMERGENCY MANAGEMENT VERIZON WIRELESS WALMART CAPITAL ONE	150.00 92.55	513867 513944	242.55*
MAINTENANCE-BEAUMONT SPIDLE & SPIDLE JOHNSON CONTROLS, INC. ACE IMAGEWEAR SOLAR A1 FILTER SERVICE COMPANY PLUMBING SOLUTIONS	2,732.24 3,250.11 1,471.32 31.64 732.70 9,092.00	513800 513827 513847 513878 513903 513943	17,310.01*
MAINTENANCE-PORT ARTHUR BETA TECHNOLOGY ENTERGY WES VICE HARDWOODS & SUPPLY INC ODP BUSINESS SOLUTIONS, LLC PARKER'S BUILDING SUPPLY JUST IN TIME LOCK AND KEY	135.14 3,729.60 101.89 49.07 86.37 260.00	513805 513820 513933 513949 513951 513958	4,362.07*
MAINTENANCE-MID COUNTY ENTERGY METAL-MART SETZER HARDWARE, INC. S.E. TEXAS BUILDING SERVICE CENTERPOINT ENERGY RESOURCES CORP	2,604.77 1,163.03 13.48 3,249.99 399.81	513820 513832 513846 513848 513890	7,431.08*
SERVICE CENTER			

NAME	AMOUNT	CHECK NO. 272	TOTAL
AT&T	96.72	513850	
JEFFERSON CTY. TAX OFFICE	7.50	513865	
JEFFERSON CTY. TAX OFFICE	7.50	513866	111.72*
VETERANS SERVICE			
PANORAMIC SOFTWARE INC	2,475.00	513960	2,475.00*
MOSQUITO CONTROL FUND			341,353.80**
ENTERGY	521.56	513820	
TRIANGLE ENGINE DIST.	188.94	513856	
CENTERPOINT ENERGY RESOURCES CORP	474.55	513890	
TDATA, INC	507.95	513891	
O'REILLY AUTO PARTS	111.56	513927	1,804.56**
BREATH ALCOHOL TESTING			
CASH ADVANCE ACCOUNT	186.00	513826	
ALDINGER COMPANY	187.00	513906	373.00**
LAW LIBRARY FUND			
THOMSON REUTERS-WEST	293.28	513908	293.28**
EMPG GRANT			
VERIZON WIRELESS	89.01	513867	89.01**
JUVENILE PROB & DET. FUND			
EDWARD B. GRIPON, M.D., P.A.	275.00	513818	
NISHA AMIN	2,905.00	513894	
GRAYSON COUNTY DEPT OF JUVENILE	8,060.00	513917	11,240.00**
GRANT A STATE AID			
YOUTH ADVOCATE PROGRAMS INC	3,683.75	513893	
GRAYSON COUNTY DEPT OF JUVENILE	8,060.00	513917	
TCSI, LLC	3,254.52	513934	14,998.27**
COMMUNITY SUPERVISION FND			
UNITED STATES POSTAL SERVICE	120.51	513872	120.51**
LAW OFFICER TRAINING GRT			
VECTOR SECURITY	134.85	513926	134.85**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.26	513872	1.26**
HOTEL OCCUPANCY TAX FUND			
AT&T	105.30	513850	
UNITED STATES POSTAL SERVICE	5.04	513872	
SIGN INTERNATIONAL	1,855.00	513886	
PARKER BUSINESS FORMS	1,447.15	513896	
FERGUSON ENTERPRISES INC	198.84	513925	
TEXAS TRAVEL ALLIANCE	465.00	513937	
MUNRO'S UNIFORM SERVICES, LLC	65.23	513950	
KMI SPORTS CONSTRUCTION	89,997.32	513954	94,138.88**
CAPITAL PROJECTS FUND			
TIM RICHARDSON	9,000.00	513911	9,000.00**
AIRPORT FUND			
DYNAMIC POWER SYSTEM, INC.	3,317.59	513810	
ENTERGY	14,346.97	513822	

NAME	AMOUNT	CHECK NO. 273	TOTAL
CASH ADVANCE ACCOUNT	51.83	513826	
AT&T	501.22	513850	
CENTERPOINT ENERGY RESOURCES CORP	541.94	513890	
CHARTER COMMUNICATIONS	115.59	513948	
AIRPORT IMPROVE. GRANTS			18,875.14**
GARVER LLC	47,089.60	513899	
TOLUNAY-WONG ENGINEERS INC	300.00	513901	
PAYROLL FUND			47,389.60**
JEFFERSON CTY. - FLEXIBLE SPENDING	18,238.69	513779	
CLEAT	5,124.00	513780	
JEFFERSON CTY. TREASURER	13,518.50	513781	
INTERNAL REVENUE SERVICE	208.00	513782	
JEFFERSON CTY. COMMUNITY SUP.	6,930.20	513783	
JEFFERSON CTY. TREASURER - HEALTH	554,309.36	513784	
JEFFERSON CTY. TREASURER - GENERAL	25.00	513785	
JEFFERSON CTY. TREASURER - PAYROLL	2,255,186.18	513786	
JEFFERSON CTY. TREASURER - PAYROLL	806,412.02	513787	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,509.12	513788	
JEFFERSON CTY. TREASURER - TCDRS	926,244.90	513789	
JEFFERSON COUNTY TREASURER	3,797.05	513790	
JEFFERSON COUNTY - TREASURER -	10,050.59	513791	
NECHES FEDERAL CREDIT UNION	29,742.86	513792	
JEFFERSON COUNTY - NATIONWIDE	125,004.85	513793	
SBA - U S DEPARTMENT OF TREASURY	309.28	513794	
ALLSTATE BENEFITS	6,801.58	513795	
CHUBB	6,942.49	513796	
JUSTICE COURT SUPPORT FND			4,770,354.67**
KIRKSEY'S SPRINT PRINTING	44.60	513828	
LANGUAGE ACCESS FUND			44.60**
MASTERWORD SERVICES, INC	3,237.37	513947	
RUBEN ZAPATA	200.00	513955	
ARPA CORONAVIRUS RECOVERY			3,437.37**
W. JEFFERSON COUNTY M.W.D.	28,555.00	513859	
TIDAL BASIN GOVERNMENT CONSULTING	11,886.25	513936	
KMI SPORTS CONSTRUCTION	89,997.28	513954	
CHOICE TRAILER MANUFACTURING LTD	93,675.00	513957	
MARINE DIVISION			224,113.53**
W.W. GRAINGER, INC.	189.09	513816	
ENTERGY	827.18	513820	
JACK BROOKS REGIONAL AIRPORT	1,473.38	513825	
RITTER @ HOME	76.71	513842	
AT&T	94.92	513850	
SIERRA SPRING WATER CO. - BT	36.99	513875	
AERO PRODUCTS	105.44	513883	
VECTOR SECURITY	51.93	513926	
SHERIFF - COMMISSARY			2,855.64**
WALMART CAPITAL ONE	1,435.69	513944	
SHERIFF-SPINDLETOP GRANT			1,435.69**
VERIZON WIRELESS	114.39	513868	
			114.39**
			5,560,038.85***



Prescribed by Secretary of State (Form 20-3)  
Elections PRIM/jresolution.doc

Joint Resolution Contract; Texas Administrative Code rule §81.157  
Section 172.126, Texas Election Code 9/2023

# JOINT RESOLUTION AND STATISTICAL INFORMATION FOR JOINT PRIMARY

## JOINT RESOLUTION

WHEREAS, the Democratic Party of Jefferson County, Texas, and the  
Republican Party of Jefferson County, Texas, desire to enter into a 2024 Joint  
(year)  
Primary Election Services Contract with the Jefferson County Election Administrator/  
County Clerk, as the County Election Officer.

AND WHEREAS, the Commissioners Court of Jefferson County, Texas desires to give  
authorization for said Contract.

NOW THEREFORE BE IT RESOLVED BY THE COMMISSIONERS COURT OF  
Jefferson, COUNTY, TEXAS, THAT:

Said Commissioners Court authorizes a Joint Contract by and among, Ava Graves,  
Democratic Party Chair, and Joe Evans, Republican County Chair, and  
Roxanne Acosta-Hellberg, County Election Officer of Jefferson County, Texas, for the conduct and  
supervision of the Jefferson County Joint Primary Election on March 5, 2024,  
and the Jefferson County Joint Primary Runoff Election, if necessary, on May 28, 2024.

PASSED AND APPROVED, THIS 23 DAY OF August, 2024.

Steven Perez  
Signature of Commissioner, Precinct 1

[Signature]  
Signature of County Judge  
Cary Erickson  
Signature of Commissioner, Precinct 2



[Signature]  
Signature of Commissioner, Precinct 3

[Signature]  
Signature of Commissioner, Precinct 4

Jefferson County Democratic Party  
By: [Signature], County Chair  
County Elections Official

Jefferson County Republican Party  
By: [Signature] Secretary  
for Joe Evans  
County Chair

By: [Signature] County Election Administrator/County Clerk





# Victims of Crime Act Resolution

**Whereas**, the Jefferson County Commissioners' Court finds it in the best interest of the citizens of Jefferson County that the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center be operated for the Fiscal Year 2024–2025; and

**Whereas**, Jefferson County Commissioners' Court agrees to provide any applicable matching funds for the said project as required by the Victims of Crime Act grant application; and

**Whereas**, Jefferson County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division funds, Jefferson County Commissioners' Court assures that the funds will be returned to the Criminal Justice Division in full; and

**Whereas**, Jefferson County Commissioners' Court designates the County Judge 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, does hereby approve submission of the grant application for the Jefferson County Crime Victims' Clearinghouse/Victims' Assistance Center to the Office of the Governor, Criminal Justice Division.

Grant Application Confirmation Number: 2103213

SIGNED this 23 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



# Resolution

**WHEREAS,** The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Family Intervention Recovery Service Treatment be operated for the 2024-2025 fiscal year and the grant funds may be available through criminal Justice Division; and

**WHEREAS,** Commissioners Court of Jefferson County recognizes that the Court has been established since June 2005 and will continue to be operational for the 2024-2025 fiscal year,

**WHEREAS,** Commissioners Court of Jefferson County agrees that in the event of loss or misuse of the Criminal Justice Division Funds Commissioners court of Jefferson County assures that the funds will be returned to the Criminal Division in full; and

**WHEREAS,** Commissioners Court of Jefferson County designates the County Judge, as the grantee's authorized official and authorized official is given the power to apply for, accept, reject or terminate the grant on behalf of the applicant agency; and

**WHEREAS,** this grant will not require matching funds and it is a grant that is sought annually.

**NOW, THEREFORE, BE IT RESOLVED** Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Family Intervention Recovery Service Treatment to the Office of the Governor, Criminal Justice Division.

Grant/ Application Number 1869019

Signed this 23 day of January, 2024



\_\_\_\_\_  
**JUDGE JEFF R. BRANICK**  
County Judge

Vernon Pierce  
**COMMISSIONER VERNON PIERCE**  
Precinct No. 1

Michael S. Sinegal  
**COMMISSIONER MICHAEL S. SINEGAL**  
Precinct No. 3

Cary Erickson  
**COMMISSIONER CARY ERICKSON**  
Precinct No. 2

Everette D. Alfred  
**COMMISSIONER EVERETTE D. ALFRED**  
Precinct No. 4





Clint Turner  
Chief Deputy  
E-Mail  
[Clint.Turner@jeffcotx.us](mailto:Clint.Turner@jeffcotx.us)

Tim Funchess  
County Treasurer  
1149 Pearl Street – Basement  
Beaumont, Texas 77701

Office (409) 835-8509  
Fax (409) 839-2347  
E-Mail  
[tim.funchess@jeffcotx.us](mailto:tim.funchess@jeffcotx.us)

January 17, 2024

Judge Jeff R. Branick and  
Commissioners Court  
Jefferson County Courthouse  
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of December 31, 2023, including interest earnings.

The weighted average yield to maturity on the County's investments is 4.589%. The 90 day Treasury discount rate on December 31, 2023 was 5.20% and the interest on your checking accounts for the month of December was 5.00%

Included in the attached report are the balances for the County's pledged collateral.

This report meets the requirements for investment officers in compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda January 23, 2024, to be received and filed.

Sincerely,

Tim Funchess, CCT, CIO  
Enclosure

Agenda should read:

Receive and File Investment Schedule for December, 2023, including the year to date total earnings on County funds.







# FISCAL YEAR 2023-2024

279

## YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER	5.250%	\$783,873.65	5.080%		
DECEMBER	5.200%	\$690,029.18	5.000%		
JANUARY					
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
<b>ANNUAL TOTALS</b>		<b>\$2,099,637.76</b>		<b>\$0.00</b>	<b>\$2,099,637.76</b>

**Compliance with  
OUT OF STATE TRAVEL POLICY**

Memling Altamirano, Courtney Rivers and Steve Mayes attendance at the:  
IACT (International Association for Chemical Testing) Conference  
April 21-25, 2024  
San Diego, California

1. It is not included in the yearly budget. All travel expenses will be covered by the Coverdell Grant awarded to the Laboratory.
2. The attendance at this conference allows the scientists to earn continuing education hours that are required by the Texas Forensic Science Commission to maintain forensic licensing and by the Texas DPS to maintain Breath Testing Certification and directly impacts the scientist's ability to perform their assigned tasks.
3. The benefit is worth the cost of the employee's time away from the laboratory because the training is directly related to the analysis performed at the laboratory. This training allows the Lab to obtain current information from sources outside of our own area but within the Lab's accredited fields.
4. This training is occasionally offered in Texas but is out of state in 2024.



**Certificate of County Approval:**

Approved by the Commissioners Court of Jefferson County, Texas of the \_\_\_\_\_ day of \_\_\_\_\_, 2024, authorizing the filing for record of this plat. Jefferson County assumes no obligations for the maintenance of streets, road, drainage or any other improvements.

Commissioner, Precinct No. 1  
Jefferson County, Texas

Commissioner, Precinct No. 2  
Jefferson County, Texas

Commissioner, Precinct No. 3  
Jefferson County, Texas

Commissioner, Precinct No. 4  
Jefferson County, Texas

County Judge  
Jefferson County, Texas

Certificate of County Engineer:  
I, \_\_\_\_\_ County Engineer of Jefferson County, Texas do hereby certify that this plat complies with all existing rules and regulations of this office as adopted by the commissioner's court of Jefferson County, Texas.

County Engineer

**Ownership Certificate:**

State of Texas  
County of Jefferson

KNOW ALL MEN BY THESE PRESENTS, That I, Michael Lance Bennett and Tammy Ann Bennett, owners of that called 18.49 acre tract recorded in Clerk's File No. 2023024360, Official Public Records of Jefferson County, Texas, DO HEREBY SUBDIVIDE said property in accordance with the plat shown hereon, subject to any and all easements or restrictions heretofore granted and do hereby dedicate to the public the streets and easements shown hereon.

Witness my hand, this 12th day of January, 2024.

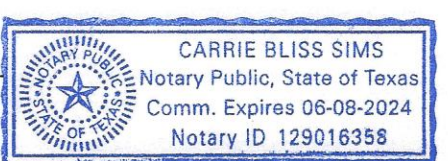
*Michael Lance Bennett*  
Michael Lance Bennett (Owner)

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Michael Lance Bennett known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 12th day of January, 2024.

By: *Carrie Bliss Sims*  
Notary public in and for the state of Texas



*Tammy Ann Bennett*  
Tammy Ann Bennett (Owner)

State of Texas  
County of Jefferson

BEFORE ME, the undersigned authority, on this day personally appeared Tammy Ann Bennett known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein stated.

Given under my hand and seal of office this the 12th day of January, 2024.

By: *Carrie Bliss Sims*  
Notary public in and for the state of Texas



**Field Notes:**

BEING an 18.484 acre tract of land, lying in the S. Dean Survey, Abstract No. 16, Jefferson County, Texas, being all of a called 18.49 acre tract of land recorded in County Clerk File No. 2023024360, Official Public Records of Jefferson County, Texas (OPRJCT). Said 18.484 acres of land being more particularly described as follows:  
 Note: All bearings referenced hereon are based on the Texas State Plane Coordinate System of 1983 (NAD 83), South Central Zone.  
**BEGINNING** at a rod and cap 'Wortech' found for the Southwest corner of a 3 acre tract of land recorded in Volume 558, Page 45, Deed Records of Jefferson County, Texas (DRJCT), and the Northwest corner of said 18.49 acres and the herein described tract, also being in the Easterly right-of-way line of North China Road. Said rod has a Texas State Plane Coordinate Value of: N = 13,967,404.42 and E = 3,442,981.44;  
**THENCE South 82°48'52" East** (called S 83°37'07" E) along and with the South line of said 3 acres for a distance of 741.03 feet (called 741.03') to a rod and cap 'Wortech' found for the Southeast corner of said 3 acres, the Northeast corner of said 18.49 acres and the herein described tract, being in the West line of a called 22.575 acre tract of land recorded in County Clerk File No. 9637944, OPRJCT. A rod and cap found bears N 07°19'12" E 182.70 feet;  
**THENCE South 07°22'06" West** (called S 06°33'17" W) along and with the West line of said 18.49 acres for a distance of 507.56 feet (called 507.70') to a rod and cap 'Wortech' found for the Southwest corner of said 22.575 acres, being the most Northerly Northwest corner of a called 15.088 acre tract of land recorded in County Clerk File No. 200103207, OPRJCT, also being an angle point in the East line of said 18.49 acres and the herein described tract;  
**THENCE South 07°21'27" West** (called S 06°33'15" W) along and with the West line of said 15.088 acres and the East line of said 18.49 acres for a distance of 576.47 feet (called 576.38') to a 3/4" iron rod found for the Southeast corner of said 18.49 acres and the herein described tract, being the Northeast corner of a called 5 acre tract of land recorded in County Clerk File No. 103 09 0769, Real Property Records of Jefferson County, Texas;  
**THENCE North 83°13'25" West** (called N 80°26'00" W) along and with the South line of said 18.49 acres and the North line of said 5 acres for a distance of 740.96 feet (called 741.00') to a 3/4" iron rod found for the Southwest corner of said 18.49 acres and the herein described tract, the Northwest corner of said 5 acres, being in the Easterly right-of-way line of said North China Road;  
**THENCE North 07°21'25" East** (called N 06°33'13" E) long and with the Easterly right-of-way line of said North China Road and the West line of said 18.49 acres, passing at 584.1 feet a rod and cap 'Wortech' found, and continuing for a total distance of 1,089.32 feet (called 1,089.42') the POINT AND PLACE OF BEGINNING, containing 18.484 acres of land, more or less.

Firm No. 10136400

Commercial - Industrial - Residential  
 11025 Old Voth Road - Beaumont, Texas 77713  
 Telephone (409) 838-6322 Facsimile 838-6122  
 www.access-surveyors.com § rpls5163@aol.com  
 File No. 2023661 § Bliss Sims 12-22-2023

State of Texas, County of Jefferson

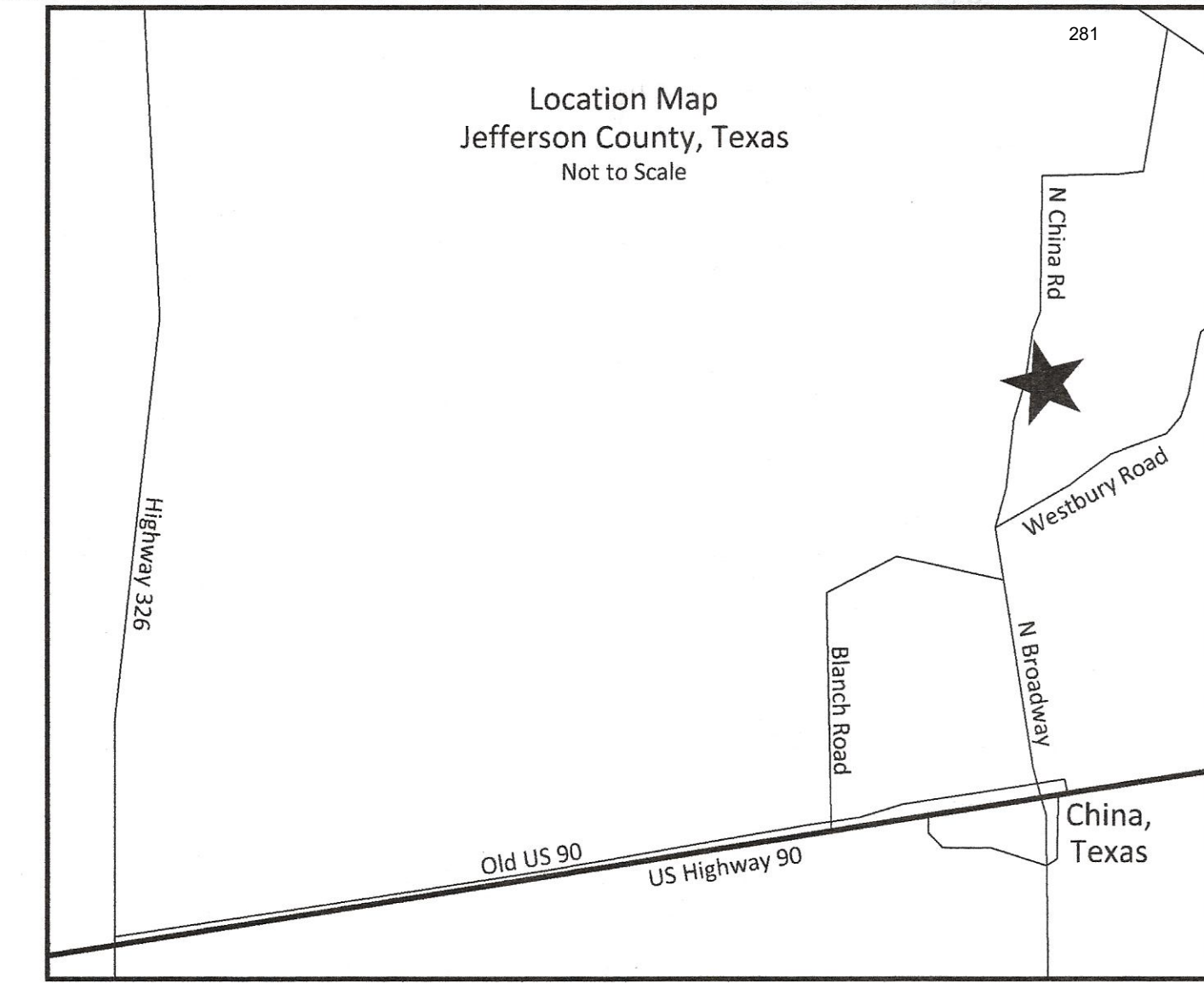
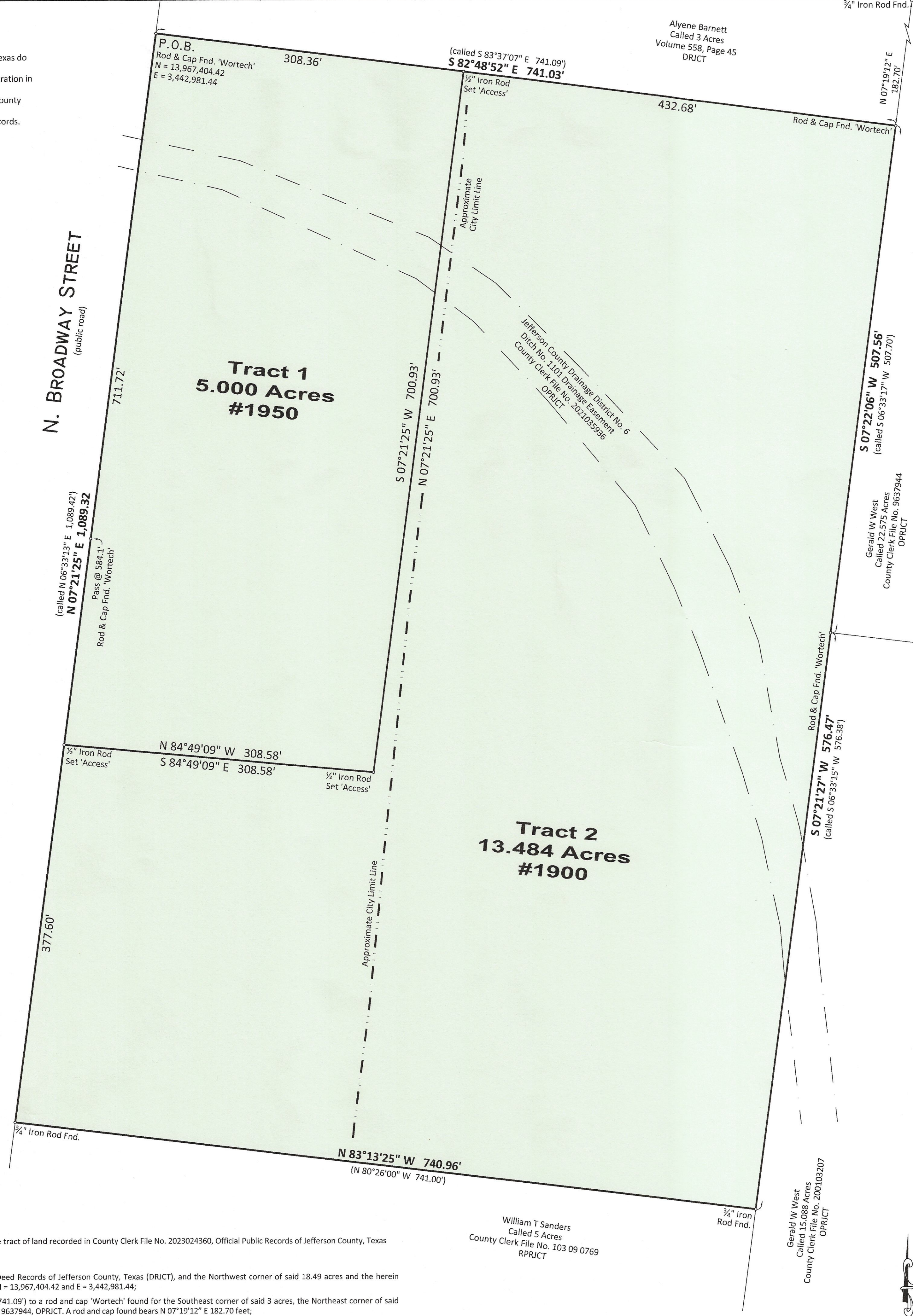
I, \_\_\_\_\_, County Clerk of Jefferson County, Texas do

hereby certify that the within instrument was filed for registration in my office and duly recorded on \_\_\_\_\_, 2024, in County

Clerk's File No. \_\_\_\_\_ Jefferson County Plat Records.

County Clerk, Jefferson County, Texas

By: \_\_\_\_\_, Deputy



Required Clear Space for an On-Site Sewage Facility (OSSF)				
Type of Facility	Usage Rate - Gallons per Day (without water saving devices)	Required Clear Area for OSSF (in Square Feet)	Usage Rate - Gallons per Day (with water saving devices)	Required Clear Area for OSSF (in Square Feet)
Single Family Dwelling (1 or 2 Bedrooms) < 2500 sq. ft.	325	6428	180	5143
Single Family Dwelling (3 Bedrooms) < 3500 sq. ft.	300	8571	240	6857
Single Family Dwelling (4 Bedrooms) < 4500 sq. ft.	375	10714	300	8571
Single Family Dwelling (5 Bedrooms) < 4500 sq. ft.	450	12857	360	10286
Single Family Dwelling (6 Bedrooms) < 5500 sq. ft.	525	15000	420	12000

Note: SAMPLE - consult the TCEQ Regulations for proper sizes

**Development Regulations Notes:**  
 No construction or other development within this plat may begin until all Jefferson County development requirements have been met.

**School District Note:**  
 This minor plat is within the boundaries of the HARDIN-JEFFERSON ISD.

**Utility Notes:**  
 Electric Utility Service will be provided by: Entergy Texas  
 Telephone utility service will be provided by: AT&T  
 Gas utility service will be provided by: CENTERPOINT ENERGY  
 Water utility service will be provided by: N/A  
 Sewer utility service will be provided by: N/A  
 Cable utility service will be provided by: N/A

**Sewage Disposal Note:**  
 No structure in this subdivision shall be occupied until connected to a public sewer system or to an on-site wastewater system, which has been approved and permitted by Jefferson County.

**Individual Water Supply Note:**  
 No structure in this subdivision shall be occupied until connected to a public water supply, state approved community water system, or engineered rainwater collection system.

- Surveyor's Notes:**
- This survey was completed without the benefit of a title commitment, and not all easements or servitudes, whether of record or not, were researched at the time of this survey or shown hereon.
  - All bearings, distances, coordinates, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone.
  - According to FEMA Flood Insurance Rate Map No. 480385 0125 C, Dated August 06, 2002, the subject property is located in Flood Zone "X".
  - Survey plotted for property conveyance only. No improvements shown.

**Surveyor's Certificate:**

I, Scott N Brackin, a Registered Professional Land Surveyor in the State of Texas, certify that this plat has been prepared from an actual standard land survey on the ground, that all corners were found or set as noted, and that this plat correctly represents said survey by me and is in accordance with the subdivision regulations of Jefferson County, Texas.



Survey Dated: December 12, 2023  
 Plat Dated: December 22, 2023

*Scott N. Brackin*  
 REGISTERED PROFESSIONAL LAND SURVEYOR No. 6650

Minor Plat  
**Mike Bennett Addition**  
 a subdivision of  
**18.49 Acres**  
 record in  
 County Clerk File No. 2023024360, OPRJCT  
 into  
**Tract 1 - 5.000 Acres &  
 Tract 2 - 13.484 Acres**  
 in the S. Dean Survey, Abstract 16  
 China, Jefferson County, Texas





Permit Number: 01 - P - 24  
Precinct Number: 4  
Bond Number: BDIO-400100-024

APPLICATION FOR PIPE LINE PERMIT

Date: 1/9/24

HONORABLE COMMISSIONERS' COURT  
JEFFERSON COUNTY  
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Texas Eastern Transmission, LP, (Company)  
does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow:  
Replace existing 30" pipeline under Dawn Drive, and Gaulding Road per attached drawings.

Number of drawings attached 2  
Construction will begin on or after Feb 12th 20 24

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on Rev 2020 and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>2</u>	Road crossing @\$100.00	\$ <u>100.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
	TOTAL	\$ <u>200</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

<u>Texas Eastern Transmission, LP</u>	<u>915 N. Eldridge Pkwy Houston, TX 77079</u>
<small>Company Name</small>	<small>Address</small>
<u>Cory Rivenburgh</u>	<u>(936)234-9343</u>
<small>Company Representative Name/Title</small>	<small>Phone Number</small>

# ENGINEERING ACTION FORM

The minimum standard bond required is \$ 10,000.00

Michael J. ...  
County Engineer

01/23/23

Date

## COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is **ORDERED** that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 10,000.00.  
Special conditions of construction (are/are not) attached hereto.

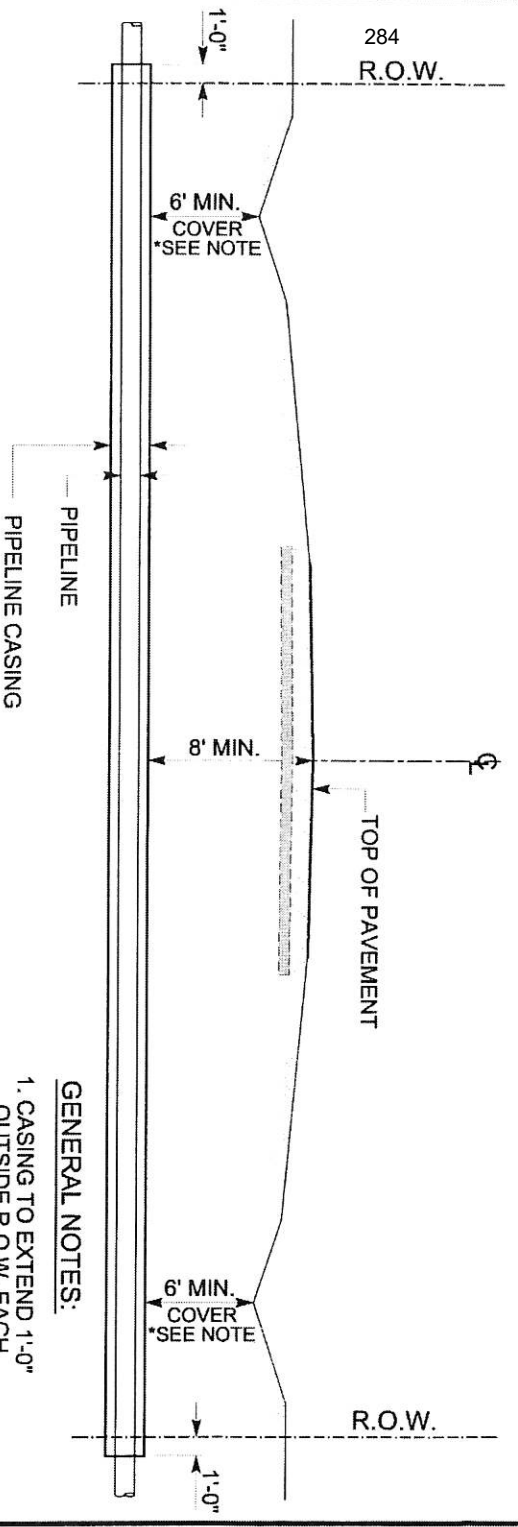
COMMISSIONERS COURT

By \_\_\_\_\_  
County Judge

[Signature]



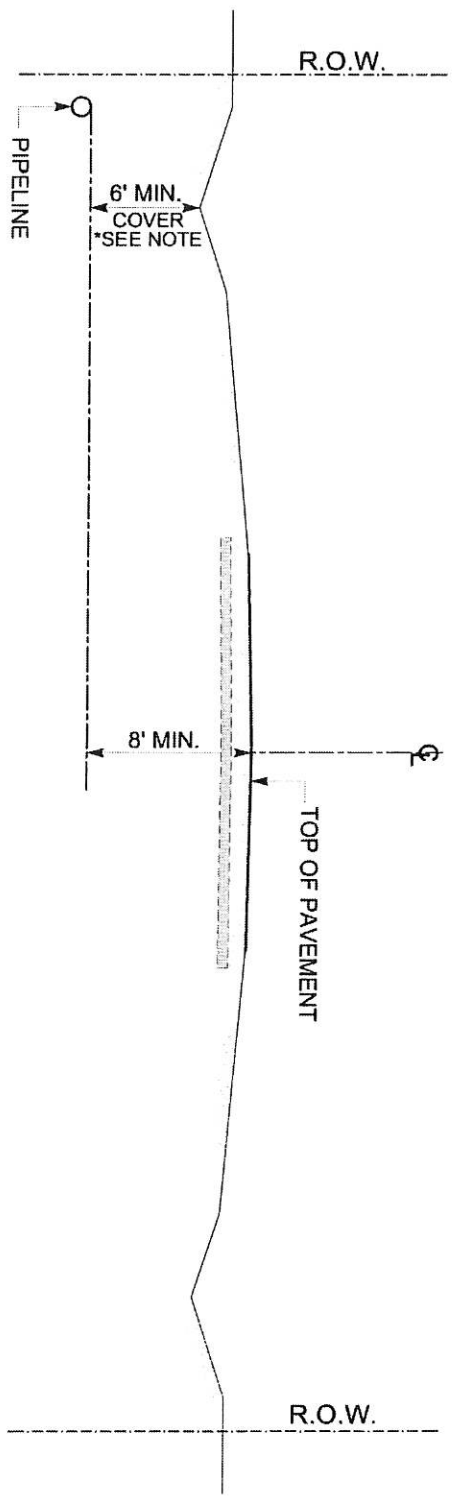
ATTEST [Signature]  
DATE 1/23/2024



- GENERAL NOTES:**
1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
  2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
  3. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**1.) STANDARD PIPELINE CROSSING**

N.T.S.



- GENERAL NOTES:**
1. \* 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

**2.) STANDARD PARALLEL LINE**

N.T.S.



JEFFERSON COUNTY  
ENGINEERING DEPARTMENT

**PIPELINE DETAILS (STD)**

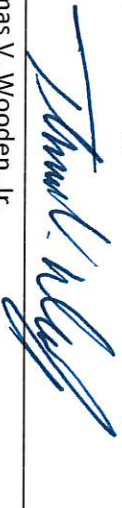
DRAWN:	J.D.	SHEET NO.	1 OF 1
CHECKED:	S.S.	REVISED:	01/15/2020



Texas Eastern Transmission, LP (successor to Texas Eastern Transmission Corporation) holds an easement granted to it on May 8th, 1956 (recorded with the County Clerk of Jefferson County at Volume 1038, Page 451J) which grants it the right to, among other rights, construct, operate, and maintain a pipeline on the property which is crossed by Dawn Drive. Texas Eastern's rights pre-date the installation of the road and have not been eliminated or diminished by the presence of the road crossing the Texas Eastern easement. While Texas Eastern is agreeing to complete the necessary Application for Pipeline Permit, such action in no way alters or diminishes any of Texas Eastern's existing easement or other rights, nor does it indicate that Texas Eastern will complete any future applications and document requests associated with any future activities that Texas Eastern may need to perform within its easement area.

TEXAS EASTERN TRANSMISSION, LP

By: Spectra Energy Transmission Services, LLC Its General Partner

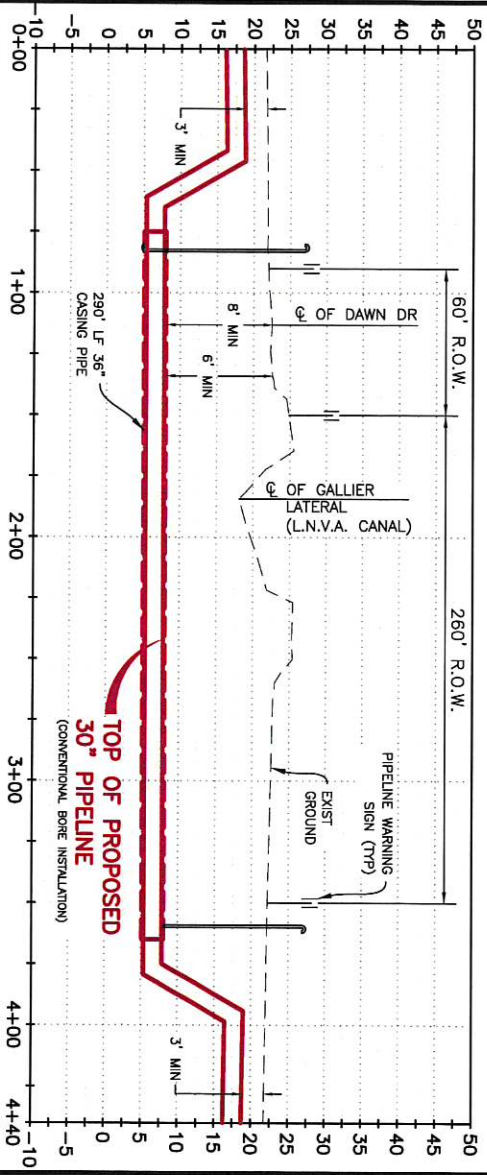
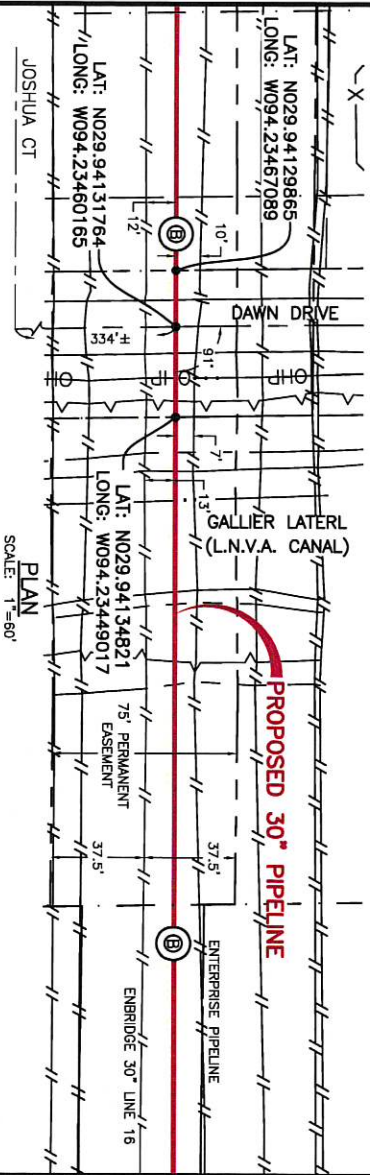
A handwritten signature in blue ink, appearing to read "Thomas V. Wooden, Jr.", is written over a horizontal line.

Thomas V. Wooden, Jr.  
Vice President

**EXHIBIT "A"**  
**JEFFERSON COUNTY, TEXAS**  
**M CHIRINO SURVEY A-10**

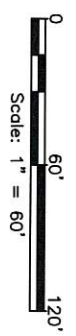


- 0+60 BUILDING LINE
- 0+75 BORE ENTRY
- 0+90 R.O.W. LINE
- 1+02 EDGE OF ROAD
- 1+13 CL OF DAWN DRIVE
- 1+24 EDGE OF ROAD
- 1+34 OH POWER LINE
- 1+34 CL OF DITCH
- 1+43 TOP OF BANK
- 1+50 R.O.W. LINE
- 1+65 TOE OF SLOPE
- 1+72 EDGE OF WATER
- 1+84 CL OF GALLIER LATERAL
  
- 2+22 EDGE OF WATER
- 2+27 TOE OF SLOPE
  
- 2+50 TOP OF LEVEE
- 2+60 TOE OF SLOPE
  
- 3+50 R.O.W. LINE
- 3+65 BORE EXIT



**PROFILE**  
 SCALE: HORIZ 1"=60'  
 VERT 1"=20'

**SPECIFICATIONS**  
 CARRIER PIPE  
 30" OD x 0.500" WT. GRADE X-70  
 FBE WITH ARO COATING  
 DESIGN PRESSURE 1100 PSIG  
 MIN TEST PRESSURE 2200 PSIG  
 CASING PIPE:  
 36" OD x 0.500 WT. GR B  
 METHOD OF INSTALLATION  
 CONVENTIONAL BORE  
 MINIMUM DEPTH OF COVER  
 BOTTOM OF DITCH: 6' MINIMUM  
 DAWN DRIVE: 8' MINIMUM  
 DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT  
 49 CFR PART 192: TRANSPORTATION OF NATURAL  
 AND OTHER GAS BY PIPELINE.



**NOTES:**  
 ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE  
 PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN  
 DATUM OF 1983, U.S. SURVEY FEET



Texas Eastern Transmission, LP  
 915 Nona Etchidge Parkway, Suite 100, Houston, TX 77079 713-627-5400

**TEXAS EASTERN TRANSMISSION, LP**  
 PERMIT

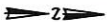
**MBEL-VND, 30-INCH LN 16**  
**PROPOSED 30" PIPELINE CROSSING**  
**DAWN DRIVE**



REV	DESCRIPTION	DATE	CHK'D	APP'D
A	ISSUED FOR REVIEW	10/13/23	AFS	AFS
B	CHANGED TO BORE DESIGN	11/20/23	AFS	AFS

PROJECT NO.	DATE	SCALE	DRAWN BY	CHK'D BY	APPROV'D BY	REVISION	SHEET
026399-002	10/01/23	1"=60'	AFS	AFS	AFS	B	1 OF 1

**EXHIBIT "A"**  
**JEFFERSON COUNTY, TEXAS**  
**M CHIRINO SURVEY A-10**



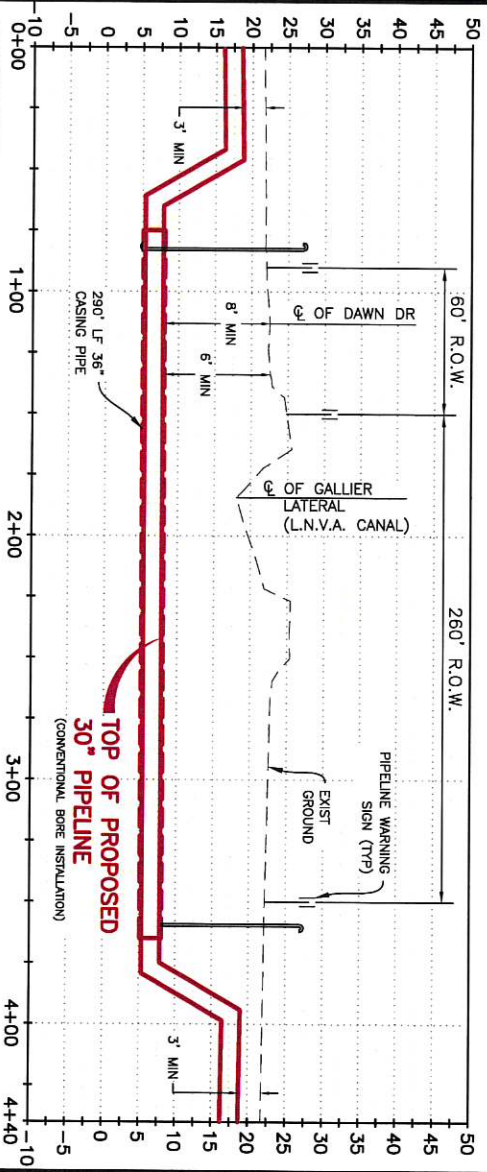
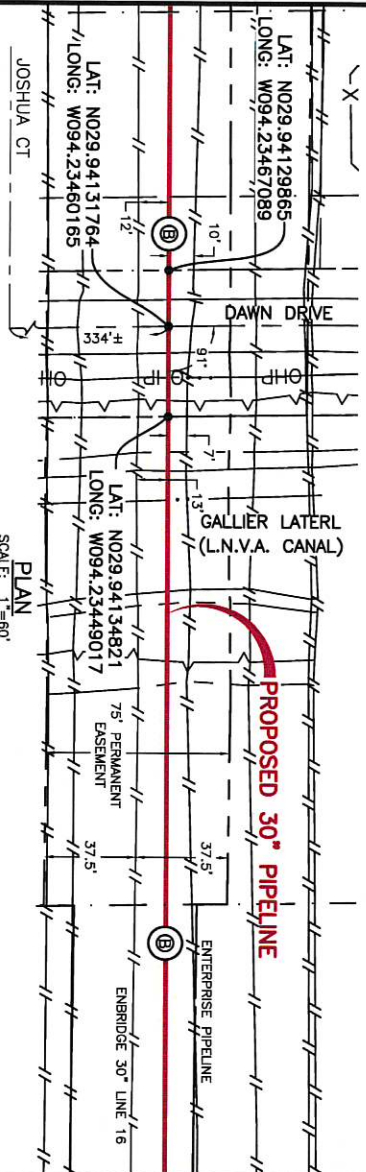
VICINITY  
 N. 1:5'

- 0+60 BUILDING LINE
- 0+75 BORE ENTRY
- 0+90 R.O.W. LINE
- 1+02 EDGE OF ROAD
- 1+13 CL OF DAWN DRIVE
- 1+24 EDGE OF ROAD
- 1+34 OH POWER LINE
- 1+34 CL OF DITCH
- 1+43 TOP OF BANK
- 1+50 R.O.W. LINE
- 1+65 TOE OF SLOPE
- 1+72 EDGE OF WATER
- 1+84 CL OF GALLIER LATERAL

- 2+22 EDGE OF WATER
- 2+27 TOE OF SLOPE

- 2+50 TOP OF LEVEE
- 2+60 TOE OF SLOPE

- 3+50 R.O.W. LINE
- 3+65 BORE EXIT



**SPECIFICATIONS**

**CARRIER PIPE**  
 30" OD x 0.500" WT, GRADE X-70  
 FBE WITH ARO COATING  
 DESIGN PRESSURE: 1100 PSIG  
 MIN TEST PRESSURE: 2200 PSIG

**CASING PIPE:**  
 36" OD x 0.500 WT, GR B  
 METHOD OF INSTALLATION:  
 CONVENTIONAL BORE

**MINIMUM DEPTH OF COVER**  
 BOTTOM OF DITCH: 6' MINIMUM  
 DAWN DRIVE: 8' MINIMUM

DESIGN SPECIFICATIONS COMPLY WITH U.S. DOT  
 49 CFR PART 192; TRANSPORTATION OF NATURAL  
 AND OTHER GAS BY PIPELINE.

**PROFILE**

SCALE: HORIZ. 1"=60'  
 VERT. 1"=20'

**NOTES:**

ALL BEARINGS AND DISTANCES ARE REFERENCED TO THE TEXAS STATE  
 PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN  
 DATUM OF 1983, U.S. SURVEY FEET



Texas Eastern Transmission, LP  
 915 North Eldridge Parkway, Suite 1100, Houston, TX 77079 713-627-5400

**TEXAS EASTERN TRANSMISSION, LP**

PERMIT

**MBEL-VDO, 30-INCH LN 16  
 PROPOSED 30" PIPELINE CROSSING  
 DAWN DRIVE**

JEFFERSON COUNTY TEXAS



REV	DESCRIPTION	DATE	CHK'D	APP'D
A	ISSUED FOR REVIEW	10/13/23	AFS	AFS
B	CHANGED TO BORE DESIGN	11/30/23	AFS	AFS

PRODUCT NO. 026399-002

DATE 10/01/23

SCALE 1"=60'

APPROV'D BY AFS

REVISION B

SHEET 1 OF 1





**LIBERTY MUTUAL INSURANCE COMPANY**  
175 Berkeley Street, Boston, Massachusetts 02116

License and/or Permit Bond  
Bond Number: BDTO-400100-024

KNOW ALL MEN BY THESE PRESENTS:

That, Texas Eastern Transmission, LP, Energy Center Five, 915 N. Eldridge Parkway, Suite 1100 Houston, TX 77079, as Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto Jefferson County as Oblige, in the full and just sum of Ten Thousand & 00/100 Dollars (\$10,000.00), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from said Oblige, (2) County Road crossings, Dawn Drive and Gaulding Road.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Oblige against all loss, costs, expenses or damages to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to the subsequent liability by giving thirty (30) days' notice in writing to said Oblige.

**Effective Date: February 6, 2024.**

Signed, Sealed and dated this 4th day of January, 2024.

Texas Eastern Transmission, LP

By: Spectra Energy Transmission Services, LLC

Its General Partner  
(Principal) (Seal)

By: *[Signature]*  
(Title) Vice President US operations

Liberty Mutual Insurance Company  
(Surety)

By: *[Signature]*  
Racquel Balisa, Attorney-In-Fact

*Handwritten:* 01-P-24



**Liberty**  
International  
Underwriters.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company

Certificate No: **8208799-986162**

**POWER OF ATTORNEY**

**KNOWN ALL PERSONS BY THESE PRESENTS:** That Liberty Mutual Insurance Company ("the Company") a corporation duly organized under the laws of the State of Massachusetts, USA, pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Gayle Laporte, Racquel Balisa, Shelby Fish

all of the city of Edmonton, state/province/territory of AB each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Company as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

**IN WITNESS WHEREOF,** this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2022.

Liberty Mutual Insurance Company



By: David M. Carey  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY SS

On this 5th day of October, 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the Company by himself as a duly authorized officer.

**IN WITNESS WHEREOF,** I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My Commission expires March 28, 2025  
Commission number 1126044  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF,** I have hereunto set my hand and affixed the seals of said Company this 4th day of January, 2024.

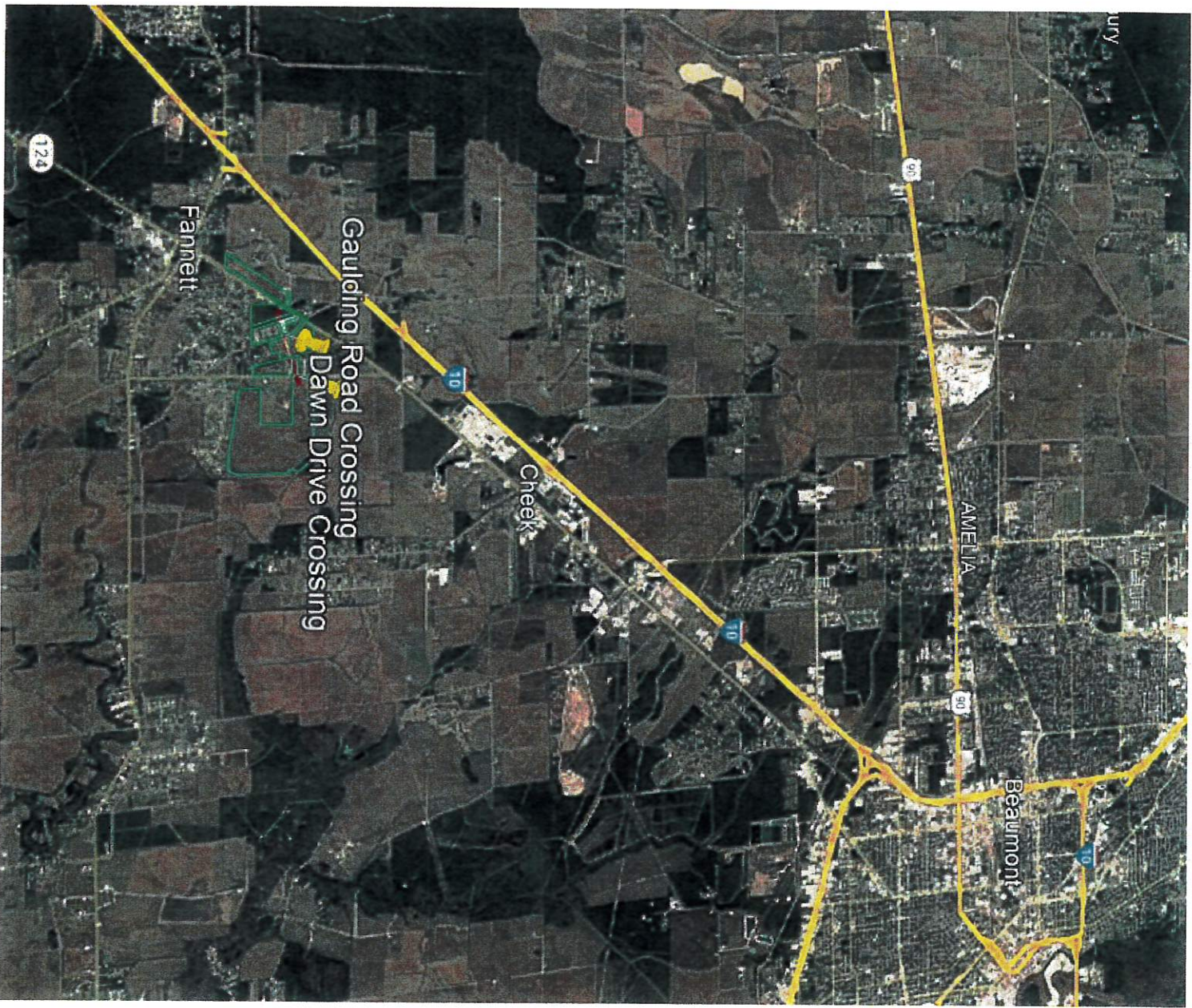


By: Renee C. Llewellyn  
Renee C. Llewellyn, Assistant Secretary

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



TETLP Proximity Map  
Jefferson County, Dawn Drive and Gaulding Road













Enbridge  
Suite 1100, 915 North  
Elridge Parkway  
Houston, TX 77079

## CORRESPONDENCE

294

Enbridge Reference: **30" Line 16 (MBEL-VIDO) Class Location Upgrade – Jefferson County Commissioner's Court Pipe Coating Inquiry for Dawn Drive and Gaulding Road Crossings**

Dear sir/madam,

It was brought to my attention that there are some questions surrounding the coating system that Enbridge plans to utilize for the pipeline replacement work on our 30" Line 16 pipeline in Jefferson County, TX for the MBEL-VIDO segment. The two road crossings in question are for Dawn Drive and Gaulding Road.

For Dawn Drive, Enbridge intends to install a cased crossing with 36" 0.500" WT X-70 steel casing pipe. The natural gas pipeline within the casing pipe at Dawn Drive will be 30" 0.500" WT X-70 steel pipe. For Gaulding Road, Enbridge intends to install an uncased crossing with 30" 0.500" WT X-70 steel pipe.

For both crossings, the 30" pipe will be coated with 14-16 mils of *Sherwin Williams Pipeclad 2000* thermosetting epoxy powder coating. This layer will serve the primary purpose of corrosion protection for the external steel surface. Additionally, a 24-44 mils layer of *Sherwin Williams Pipeclad 2040 Flex Abrasion-Resistant Overcoat* – also a thermosetting epoxy powder coating – will be applied over the first layer of coating. This layer will serve the primary purpose of providing a robust layer of abrasion-resistance that protects the integrity of the primary coating layer during the installation process. These coatings are applied in an indoor coating plant that specializes in applying pipeline coatings. The finished coated pipe will then be subject to a vigorous inspection by Enbridge to ensure that strict Enbridge quality requirements are met.

The prescribed coating thicknesses and systems – commonly referred to as fusion-bonded epoxy (FBE) and abrasion-resistant overcoat (ARO) – are as per well-established Enbridge and industry pipe coating specifications and are within the recommended coating thickness ranges provided by the coating manufacturer (please see the attached manufacturer data sheets). FBE and ARO coatings are widely used as the natural gas pipeline industry standard for corrosion protection and abrasion resistance of the steel pipes.

If there are any further questions on this matter, please don't hesitate to contact Dominic Volpe (972-741-9280) and I will be happy to correspond further through him and answer any additional questions you may have.

Sincerely,



**Rob Bordieri**

Engineering Lead

Contact Details: +1 (954) 303-4099, [robert.bordieri@enbridge.com](mailto:robert.bordieri@enbridge.com)

Cc: Dominic Volpe ([dominic.volpe@enbridge.com](mailto:dominic.volpe@enbridge.com))





# Protective & Marine Coatings

# PIPECLAD® 2000 FUSION-BONDED EPOXY

pipeclad®

Revised: December 7, 2021

## PRODUCT INFORMATION

### PRODUCT DESCRIPTION

PIPECLAD 2000 thermosetting epoxy coating system is engineered to be applied to pipelines. Pipeclad 2000 can be used in single layer applications, as a primer layer for dual layer FBE, as a primer layer for 3 layer PE/PP applications, and as a girth weld coating.

### PRODUCT CHARACTERISTICS

**Color:** Green

**Thermal Properties**  
(CSA Z245.20 Section 12.7): T<sub>g</sub>, 54°C-68°C (129°F-154°F)  
T<sub>g2</sub>, 102°C-114°C (215°F-237°F)

**Moisture Content**  
(CSA Z245.20 Section 12.4): 0.6% maximum

**Particle Size**  
(CSA Z245.20 Section 12.5): Larger than 250 microns (10 mils) <0.2%  
Larger than 150 microns (6 mils) <3.0%

**Density**  
(CSA Z245.20 Section 12.6): 1.38-1.48 g/ml

### Recommended Coating Thickness:

	Dry microns (mils) - Minimum	Dry microns (mils) - Maximum
FBE systems:	300 (12)	400 (16)
Primer in 3-layer PE or PP systems:	150 (6)	300 (12)
Girth Weld:	450 (18)	1500 (60)

Other thicknesses may be used depending on application conditions and requirements. Contact your Sherwin-Williams representative for assistance.

### Gel Times and Cure Times (see graphs on second page!):

	Gel Time @ 204°C/400°F
Fast gel:	8.5 seconds ± 20%
Slow gel:	18.4 seconds ± 20%
Long gel:	30 seconds ± 20%
Extra long gel:	50 seconds ± 20%
	Cure Time @ 232°C/450°F
Fast gel:	45 seconds
Slow gel:	90 seconds
Long gel:	110 seconds
Extra long gel:	3.5 minutes

<b>Shelf Life:</b>	12 months if stored below 27°C (80°F)
<b>Specific Gravity:</b>	1.38-1.48
<b>Theoretical Coverage:</b>	0.700 m <sup>2</sup> /kg per mm (135 ft <sup>2</sup> /lb per mil)
<b>Operating Temperature Range:</b>	-73°C (-100°F) to 110°C (230°F)
<b>Quench Time:</b>	Depends on pipe wall thickness, line speed and temperature.

### PERFORMANCE CHARACTERISTICS

Test Name	Test Method	Results	
Adhesion (Lap Shear)	ASTM D1002	24 hours, -3.5V, 65°C	7.414 psi (51,178kPa)
		48 hours, -1.5V, 65°C	2.1 mm avg.
Cathodic Disbondment	CSA Z245.20 Section 12.8	28 days, -1.5V, 20°C	2.5 mm avg.
		28 days, -1.5V, 65°C	3.1 mm avg.
Cathodic Disbondment (Strained Coating)	CSA Z245.20 Section 12.13, 28 days, -1.5V, 20°C	3.9 mm avg.	
Chemical Resistance Test	90 days @ 23°C. No blistering, loss of adhesion, cracks, delaminating or bleaching: slight softening	No cracking	
Dielectric Strength	ASTM D149, Breakdown Voltage	>1000V/mil	
Elongation	ASTM D2370, Tensile Test	8.6% at break	
Flexibility	CSA Z245.20 Section 12.11, fixed mandrel bend, -30°C	>3° per pipe diameter length	
		09-SAMSS-089, fixed mandrel bend, 0°C	4° per pipe diameter as a single layer with DFT 575-750 microns (23-30 mils)
Flexibility	09-SAMSS-089, fixed mandrel bend, 25°C	5.5° per pipe diameter as a single layer with DFT 575-750 microns (23-30 mils)	
Hot Water Resistance	CSA Z245.20 Section 12.14	24 hours, 75°C	1 Rating
		28 days, 75°C	1 Rating
Impact Resistance	CSA Z245.20 Section 12.12, 16 mm ball, 2.3J, -30°C	No holidays	
Penetration	ASTM G17, 23°C	<3%	
Porosity	CSA Z245.20 Section 12.10	Cross Section	1 Rating
		Interface	1 Rating
Salt Spray	ASTM B117, 4,000 hours	No rust, no blisters, <2mm creep	
Volume Resistivity	ASTM D257	Through film, 500 V	2.92 x 10 <sup>15</sup> Ohm*cm
			>1.2 x 10 <sup>15</sup> Ohm*cm
Yield Strength	ASTM D2370, Tensile Test	570 kg/m <sup>2</sup> (8000 psi)	





# Protective & Marine Coatings

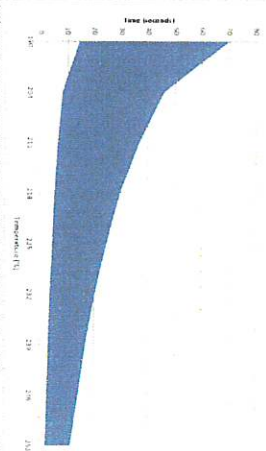
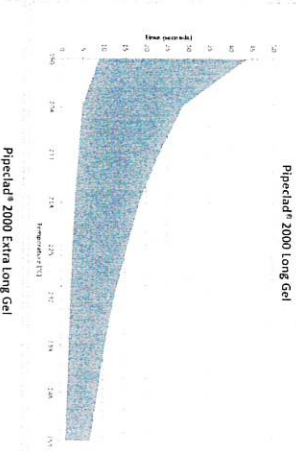
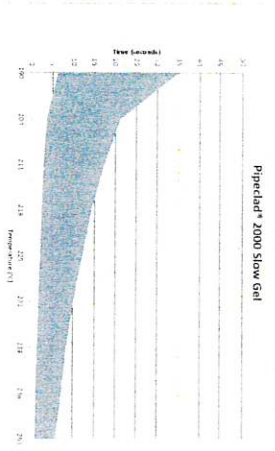
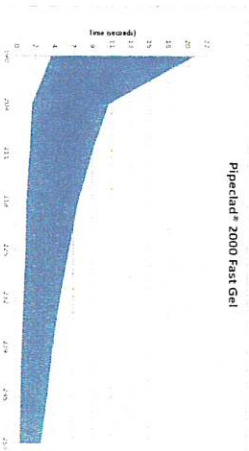
# PIPECLAD® 2000 FUSION-BONDED EPOXY

pipeclad®

Revised: December 7, 2021

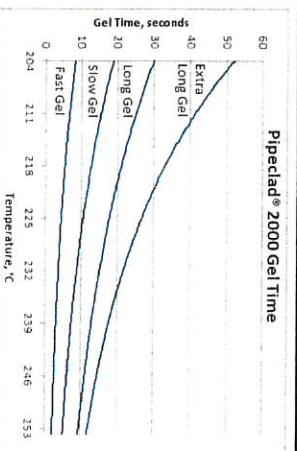
## PRODUCT INFORMATION

### INTERCOAT TIME TO ADHESIVE APPLICATION\*\*

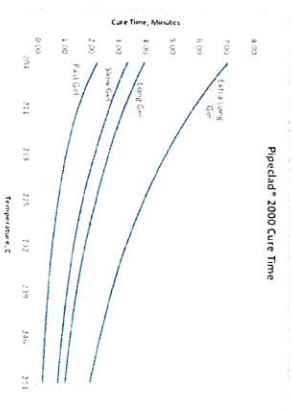


\*\*Intercoat times may vary depending on individual line conditions. Establish optimum intercoat conditions for your line by testing.

### COMBINED GEL TIME GRAPH



### COMBINED CURE TIME GRAPH



### ADDITIONAL INFORMATION

#### APPLICATION:

Factors such as plant capability, specifications, and pipe construction or characteristics can affect application conditions. Generally recommended application temperature range for FBE systems is 232-253°C (450-488°F)\*. Generally recommended application temperature range for 3 layer PE/PP systems is 205-240°C (400-464°F)\*. Allow to cure by residual heat before quench.

\*Curing conditions outside of these ranges is possible; please contact your Sherwin-Williams representative for assistance.

#### SURFACE PREPARATION:

Remove all surface contamination before abrasive blasting. Blast clean using steel grit to SSPC SP-10-near-white metal with a minimum surface profile of 2 mils (50 microns).

#### STORAGE AND HANDLING:

Store below 27°C (80°F). Protect from temperatures above 33°C (91°F). If stored below the application room temperature, allow to warm to room temperature before opening. Refer to the safety data sheet for more information.

#### COATING REPAIR AND GIRTH WELD:

Damage less than 0.023 m<sup>2</sup> (36 in<sup>2</sup>) - Repair using the Pipeclad 5000 patching system following the instructions on the data sheet. Pipeclad Patch Stick may be used if allowed by the pipe coating applicator and pipe owner. For Girth weld applications, Pipeclad 2000 or Pipeclad 5000 should be used. Other girth weld and repair options are possible with written consent of Sherwin-Williams.

#### DISCLAIMER

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

#### SAFETY PRECAUTIONS

Refer to the SDS sheet before use.

Published technical data and instructions are subject to change without notice. Contact your Sherwin-Williams representative for additional technical data and instructions.

#### WARRANTY

The Sherwin-Williams Company warrants our products to be free of manufacturing defects in accord with applicable Sherwin-Williams quality control procedures. Liability for products proven defective, if any, is limited to replacement of the defective product or the refund of the purchase price paid for the defective product as determined by Sherwin-Williams. NO OTHER WARRANTY OR GUARANTEE OF ANY KIND IS MADE BY SHERWIN-WILLIAMS. EXPRESSED OR IMPLIED. STATUTORY BY OPERATION OF LAW OR OTHERWISE INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.





Protective  
&  
Marine  
Coatings

PIPECLAD® 2040 FLEX  
ABRASION-RESISTANT OVERCOAT

pipeclad®

Revised: March 29, 2021

## PRODUCT INFORMATION

### PRODUCT DESCRIPTION

PIPECLAD 2040 FLEX Abrasion-Resistant Overcoat (ARO) is a thermosetting epoxy powder coating engineered to be applied over the Pipeclad 2000 family of fusion bonded epoxy corrosion resistant coatings. These dual layer powder systems provide extremely robust protective coatings to the outside of pipes protecting against corrosive elements and damage throughout storage, transit, construction and service of the pipeline, including during horizontal directional drilling.

### PRODUCT CHARACTERISTICS

**Color:** Black or Brown

**Moisture Content**  
(CSA Z245.20 Section 12.4): <0.5%

**Particle Size**  
(CSA Z245.20 Section 12.5): Larger than 250 microns (10 mils) <0.2%  
Larger than 150 microns (6 mils) <3.0%

**Density**  
(CSA Z245.20 Section 12.6): 1.59 ± 0.05

**Recommended Coating Thickness:**

<b>Dry microns (mils) - Minimum</b>	<b>Dry microns (mils) - Maximum</b>
254 (10)	1,524 (60)

Other thicknesses may be used depending on application conditions and requirements. Contact your Sherwin-Williams representative for assistance.

### Gel Times and Cure Times:

<b>Gel Time @ 204°C/400°F</b>	8.5 seconds ± 20%
<b>Fast gel:</b>	18 seconds ± 20%
<b>Slow gel:</b>	
<b>Cure Time @ 232°C/450°F</b>	45 seconds
<b>Fast gel:</b>	45 seconds
<b>Slow gel:</b>	90 seconds

<b>Shelf Life:</b>	12 months if stored below 27°C (80°F).
<b>Specific Gravity:</b>	1.59 ± 0.05
<b>Theoretical Coverage:</b>	0.630 m <sup>2</sup> /kg per mm (121 ft <sup>2</sup> /lb per mil)
<b>Operating Temperature Range:</b>	-73°C (-100°F) to 110°C (230°F)
<b>Quench Time:</b>	Depends on pipe wall thickness, line speed and temperature.

### PERFORMANCE CHARACTERISTICS

Test Name	Test Method	Results
Cathodic Disbondment	CSA Z245.20 Section 12.8	24 hours, -3.5V, 65°C 2.1 mm avg.
		48 hours, -1.5V, 65°C 1.2 mm avg.
		28 days, -1.5V, 80°C 6.1 mm avg.
Cathodic Disbondment (Strained Coating)	CSA Z245.20 Section 12.13, 28 days, -1.5V, 20°C, 1.5°/PD	No cracking
Dielectric Strength	ASTM D149, Breakdown Voltage	>600V/mil
Flexibility	CSA Z245.20 Section 12.11, fixed mandrel bend, -30°C	>2.5" per pipe diameter length
Gouge Resistance	CSA Z245.20 Section 12.15, 50kg	11% at -30°C 25% at 50°C
Hardness	ASTM D2240, Shore D	86
Hot Water Resistance	CSA Z245.20 Section 12.14	24 hours, 75°C 1 Rating
		28 days, 75°C 1 Rating
Impact Resistance	CSA Z245.20 Section 12.12, 16 mm ball, 3.0J, -30°C	No holidays
Porosity	CSA Z245.20 Section 12.10, Cross Section	1 Rating
Volume Resistivity	ASTM D257, Through film, 500V	>1.0 x 10 <sup>14</sup> ohm-cm
Yield Strength	ASTM D2370, Tensile Test	>7,200 psi



**Protective  
&  
Marine  
Coatings**

**PIPECLAD® 2040 FLEX  
ABRASION-RESISTANT OVERCOAT**

**pipeclad®**

Revised: March 29, 2021

## PRODUCT INFORMATION

### ADDITIONAL INFORMATION

#### APPLICATION:

Factors such as plant capability, specifications, and pipe construction or characteristics can affect application conditions. Generally recommended application temperature range for FBE systems is 232-253°C (450-488°F)\*. Apply corrosion coating by electrostatic spray or fluidized bed dipping. The ARO coating should be applied immediately after corrosion coating. Allow to cure by residual heat before quench.

\*Curing conditions outside of these ranges is possible; please consult a Sherwin-Williams representative for details.

#### SURFACE PREPARATION:

Remove all surface contamination before abrasive blasting. Blast clean using steel grit to SSPC SP-10-near-white metal with a minimum surface profile of 2 mils (50 microns).

#### STORAGE AND HANDLING:

Store below 27°C (80°F). Protect from temperatures above 33°C (91°F). If stored below the application room temperature, allow to warm to room temperature before opening. Refer to the safety data sheet for more information.

#### COATING REPAIR:

Damage less than 0.023 m<sup>2</sup> (36 in<sup>2</sup>) - Repair using Pipeclad 5000 or Pipeclad 970G patching systems following the instructions on the data sheet. Pipeclad Patch Stick may be used if allowed by the pipe coating applicator and pipe owner.

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative to obtain the most recent Product Data Information and Application Bulletin.

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*Copy*

**LIBERTY MUTUAL INSURANCE COMPANY**  
175 Berkeley Street, Boston, Massachusetts 02116

License and/or Permit Bond  
Bond Number: BDIO-400100-024

KNOW ALL MEN BY THESE PRESENTS:

That, Texas Eastern Transmission, LP, Energy Center Five, 915 N. Eldridge Parkway, Suite 1100, Houston, TX 77079, as Principal and Liberty Mutual Insurance Company as Surety, are held and firmly bound unto Jefferson County as Obligee, in the full and just sum of Ten Thousand & 00/100 Dollars (\$10,000.00), lawful money of the United States, to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounden Principal has obtained or is about to obtain from said Obligee, (2) County Road crossings, Dawn Drive and Gauding Road.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounden Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses or damages to it caused by said Principal's non-compliance with or breach of any laws, statutes, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED FURTHER, that regardless of the number of years this bond shall continue in force and of the number of premiums that shall be payable or paid, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond; and

PROVIDED FURTHER, that if this is a continuous bond and the Surety shall so elect, this bond may be cancelled by the Surety as to the subsequent liability by giving thirty (30) days' notice in writing to said Obligee.

**Effective Date: February 6, 2024.**

Signed, Sealed and dated this 4th day of January, 2024.

Texas Eastern Transmission, LP  
By: Spectra Energy Transmission Services, LLC  
(Principal) (Seal)

By: *[Signature]*  
(Title) Vice President US Operations

Liberty Mutual Insurance Company  
(Surety)

By: *[Signature]*  
Racquel Balisa, Attorney-In-Fact



**Liberty**  
International  
Underwriters.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company

Certificate No: **8208799-986162**

**POWER OF ATTORNEY**

KNOWN ALL PERSONS BY THESE PRESENTS: That Liberty Mutual Insurance Company ("the Company") a corporation duly organized under the laws of the State of Massachusetts, USA, pursuant to and by authority herein set forth, does hereby name, constitute and appoint Gayle Laporte; Raquel Balisa; Shelby Fish

all of the city of Edmonton state/province/territory of AB each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Company as if they have been duly signed by the president and attested by the secretary of the Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of October, 2022.

Liberty Mutual Insurance Company



By: *David M. Carey*  
David M. Carey, Assistant Secretary

State of PENNSYLVANIA  
County of MONTGOMERY SS

On this 5th day of October, 2022, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the Company by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal  
Teresa Pastella, Notary Public  
Montgomery County  
My commission expires March 28, 2025  
Commission Number: 1126044  
Member, Pennsylvania Association of Notaries

By: *Teresa Pastella*  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of Liberty Mutual Insurance Company, which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS:** Section 12, Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts:** Section 5, Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation** – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

**Authorization** – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, whenever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Lewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Company this 4th day of January, 2024.



By: *Renee C. Lewellyn*  
Renee C. Lewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 810-832-8240 or email HOSIR@libertymutual.com



## **PIPELINE PERMIT POLICY**

### **GENERAL REQUIREMENTS**

#### Who Must Apply

Any person company, corporation, excluding public utilities or common carrier pipelines serving the public, but including pipeline common carriers laying a parallel line closer than fifteen feet (15') to any improved section of the right-of-way, desiring to place utility or pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a permit from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The permittee shall comply with all rules, regulations, principles, and specifications herein contained an only other subsequently adopted by the Jefferson County Commissioners' Court prior to issuance of the permit.

#### Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

#### Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

#### Time Limits

The permittee is allowed three months from the granting of the permit to start construction. Once started, the permittee is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, the Jefferson County Commissioners' Court may grant extensions.

Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period. A new permit fee will be charged for each extension. Permit is issued for a period of twenty-five (25) years at which time the permit must be renewed.

### Work Order

Permittee may not start construction until a Work Order from the Jefferson County Engineering Department has been issued. If this requirement is violated, permit will become null and void.

### Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

## **GENERAL PRINCIPLES**

No pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a pipeline installed by the permittee ever be found to interfere with the construction, maintenance or repair of any public road or future public road, the permittee shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such a manner that the same no longer interferes with such construction, maintenance or repair.

No pipeline shall ever be installed in such a way or manner that it interferes with the use of a public road for vehicular or pedestrian traffic, nor such that it interferes with any drainage now or hereafter affected on or along any such road.

No pipeline shall ever be installed in such a way or manner as to constitute a danger or hazard, or to become a nuisance to any person.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Should Grantee abandon or cease to use the Permanent Easement for the purposes herein granted for a period of twenty-four (24) consecutive months or longer, then the lands covered by this Easement Agreement shall revert to Grantor, its successors or assigns, without the necessity of Grantee executing a conveyance or release of same.

### Responsibility for Repairs

The permittee, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the permittee.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the permittee and in which it is judged that the permittee cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules, regulations, principles, or specifications contained herein, it shall be the right of Jefferson County to perform all work necessary to remedy such conditions or provide compliance with such directions.

### **INDEMNIFICATION OF COUNTY**

The permittee shall indemnify and hold harmless Jefferson County against any and all liabilities that it may have, or appear to have, to any person whomsoever, by reason of any act or thing, that the permittee, its agents, servants, employees, and contractors may do or cause to be done.

The permittee agrees that Jefferson County will not be liable for any damages to the pipelines incurred during the maintenance or construction on the road rights-of-way.

### **SPECIFICATIONS**

#### General

The permittee shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the permittee is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the permittee cease all work until such compliance can be obtained by issuance of a "Stop Work Order." Permittee agrees to immediately cease all work not necessary to abatement of hazardous conditions.

The work necessary to abate a hazardous condition shall be at the sole discretion of the County Engineer. Failure of permittee to correct any defect noted in said "Stop Work Order" within the time specified in said order shall be cause for termination of permit held by permittee for such work.

Line Crossing, Method of Placement

(See Standard Detail)

Any pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the pipeline. Such casing shall extend for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
  1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.

2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court.

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinuance for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The permittee shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The permittee shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The permittee will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Permit Fee

The permit fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

**ROUTE MAP**

Permittee shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams.

Permittee shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.





January 1, 2024

Jefferson County Commissioners' Court  
 1149 Pearl street  
 Beaumont, Texas 77701

Honorable Judge Jeff Branick and Commissioners' Court,

On behalf of the Southeast Texas Government Employee Benefits Pool Board of Trustees, I am pleased to present the 2024 renewal rates for your current employee benefits through the risk pool. We are proud of the partnerships we have developed within the pool groups and are determined to continue to meet your employees' needs for quality benefits while managing cost.

### **MEDICAL PLAN OPTIONS**

The following rates reflect a no increase for 2024. Network and Claims' Administrative Services will be provided by United Healthcare and Pharmacy Benefits Management services will be provided by Express Scripts. Jefferson County currently offers Plan 333 to its active employees.

	<b>UHC Medical Plan</b>
	<b>333</b>
	(Active Employees)
Employee Only	\$800.73
Employee & Spouse	\$1,842.16
Employee & Child	\$1,621.90
Family	\$2,111.95

The following rates reflect a no increase for 2024. Network and Claims' Administrative Services will be provided by United Healthcare and Pharmacy Benefits Management services will be provided by Express Scripts. Jefferson County currently offers Plan 333 to its retirees under 65 of age.

	<b>UHC Medical Plan</b>
	<b>333</b>
	(Retirees Under 65)
Employee Only	\$1,403.17
Employee & Spouse	\$3,228.11
Employee & Child	\$2,842.16
Family	\$3,700.92
Spouse Only	\$1,438.99
Child Only	\$1,824.94

## **DENTAL PLAN OPTIONS**

The following Dental rates will not change for 2024, and a new Platinum plan will be offered. Network and Claims' Administrative Services will be provided by United Healthcare.

<b>(Active Employees)</b>	<b>Low</b>	<b>High</b>	<b>Platinum</b>
Employee Only	\$21.86	\$32.56	\$38.11
Employee & Spouse	\$45.69	\$70.20	\$82.14
Employee & Child	\$45.69	\$70.20	\$100.12
Family	\$70.57	\$119.36	\$157.65

	<b>Low</b>	<b>High</b>	<b>Platinum</b>
<b>(Retirees Under 65)</b>			
Employee Only	\$21.86	\$32.56	\$38.11
Employee & Spouse	\$45.69	\$70.20	\$82.14
Employee & Child	\$45.69	\$70.20	\$100.12
Family	\$70.57	\$119.36	\$157.65

## **BASIC LIFE**

Basic Life Insurance rates will decrease for 2024 due to a change in insurance carrier. Securian Finance is the new administrator for this coverage.

	Basic Life
2023 Rate	\$0.100/\$1,000/month
2024 Rate	\$0.80/\$1,000/month

## **VOLUNTARY PRODUCTS**

New voluntary products have been added such as Whole Life administered by Chubb, Cancer, Critical Illness, Hospital Indemnity administered by Allstate, Supplemental Life/AD&D are administered by Securian and Long-Term Disability Insurance administered by Madison National.

In accordance with your Interlocal Participation Agreement, your agreement will automatically renew effective January 1, 2025, unless written notice of the intent to terminate the agreement received sixty (60) days prior to the renewal term.



**RETIREES OVER 65**

The rates for the retirees over 65 will decrease for 2024 due to change in insurance carriers and administrator. RetireeFirst will be our new administrator.

	2024		2023
United America (health)	\$225.06	Hartford	\$255.19
HUMANA (Rx)	\$130.34	Express Scripts	\$125.00

If you have any questions concerning the benefits, rate changes, or if you are interested in any of the other plans offered, please don't hesitate to contact the Risk Management Department. We will be happy to assist you.

Sincerely,



Adan Perez, Jr.  
Risk & Benefits Manager

Cc: Verence Rosales, Chairperson