

Notice of Meeting and Agenda
February 13, 2024

Regular, 2/13/2024 10:30:00 AM

BE IT REMEMBERED that on February 13, 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)

Chief Deputy, Donta Miller

Honorable Roxanne Acosta-Hellberg, County Clerk

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

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



**NOTICE OF MEETING AND AGENDA
OF COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS
February 13, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **13th** day of **February 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:00 am – WORKSHOP To discuss State and Local Fiscal Recovery Funds program (Rescue Funds) update and Treasury Obligation Interim Final Rule.

9:30 am – WORKSHOP To receive information from Mr. Kirk McDaniel, of Petty & Associates, to provide public information regarding the proposed plans for the City of Beaumont TIRZ project.

10:15am – 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.

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

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the Commissioner's Court meeting.

The following options are available:

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

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

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

INVOCATION: Vernon Pierce, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve award, execute, receive and file contract for Request for Proposal (RFP 23-056/MR) Re-Bid Cafeteria Services for Jefferson County with Honey B Keepers, LLC dba Honey B Courthouse Café.

SEE ATTACHMENTS ON PAGES 12 - 172

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (b). Consider and approve award, execute, receive and file a contract with Langford Community Management Services, Inc. for Request for Proposal (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program; pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

SEE ATTACHMENTS ON PAGES 173 - 373

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (c). Consider and approve, execute, receive and file renewal for (IFB 21-001/YS) Term Contract for Motor Fuel for Jefferson County for a third one (1) year renewal with Spidle Oil Company from March 9, 2024 to March 8, 2025.

SEE ATTACHMENTS ON PAGES 374 - 374

Motion by: Alfred

Second by: Pierce

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

Action: APPROVED

- (d). Consider and approve, execute, receive and file renewal for (IFB 21-003/YS) Term Contract for Limestone Rock Asphalt for Jefferson County for a third one (1) year renewal with Vulcan Construction Materials from February 27, 2024 to February 26, 2025 with proposed price increases due to increased labor, fuel and energy costs as shown in Attachment A.

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SEE ATTACHMENTS ON PAGES 375 - 377

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

- (e). Consider and approve, execute, receive and file a purchase agreement for the purchase of fifty (50) burial spaces in accordance with (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County with Claybar Haven of Rest Cemetery. The purchase price is \$595.00 each for a total of \$29,750.00.

SEE ATTACHMENTS ON PAGES 378 - 378

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

- (f). Consider and approve, execute receive and file disposal of scrap metal. Scrap property to be transported to a metal salvage company and there sold for such price as it may command and return funds to the County.

SEE ATTACHMENTS ON PAGES 379 - 381

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

COUNTY AUDITOR:

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

SEE ATTACHMENTS ON PAGES 382 - 382

114-0405-431-4018	ROAD MACHINERY	\$8,000.00	
114-0402-431-3016	CHEMICALS, SPRAYS, ETC.		\$8,000.00

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

- (b). Consider and approve budget transfer– Beaumont Maintenance – travel for Texas Historical Conference.

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SEE ATTACHMENTS ON PAGES 383 - 383

120-6083-416-5062	TRAVEL EXPENSE	\$1,700.00	
120-6083-416-4009	BUILDINGS AND GROUNDS		\$1,700.00

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

(c).Consider and approve budget transfer– Beaumont Maintenance – replacement A/C unit for Annex I.

SEE ATTACHMENTS ON PAGES 384 - 384

120-6083-416-6013	COOLING & HEATING	\$13,500.00	
120-6083-416-4001	COOLING AND HEATING		\$13,500.00

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

(d).Consider and approve electronic disbursement for \$624.82 to Texas Department of Criminal Justice for February insurance reimbursement.

NO ATTACHMENTS

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

(e).Consider and approve advance funding request for American Rescue Plan Act approved project with Water District 10 in the amount of \$101,452.34 for Priority 1 project and \$17,975.00 for Priority 2 project.

SEE ATTACHMENTS ON PAGES 385 - 400

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

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- (f). Consider and approve County Judge to sign budget adjustment request with Texas General Land Office for Harvey CDBG-DR grant #20-065-121-C408 requesting to move \$258,171.75 from Ditch No. 110-B Drainage Improvement to the Crane Bayou Pump Station/Generator Improvements project in the amount of \$4,250 and to the Taylor's Bayou Project in the amount of \$253,921.75.

SEE ATTACHMENTS ON PAGES 401 - 402

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

- (g). Consider and approve County Judge to sign for a time extension request to December 31, 2024 for the Hurricane Harvey Buyout/Acquisition grant with the Texas General Land Office grant #20-065-121-C408 and #20-066-036-C242.

SEE ATTACHMENTS ON PAGES 403 - 404

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

- (h). Consider and approve canceling/voiding the Inter-fund Loan Agreement between the County of Jefferson General Fund and the Jack Brooks Regional Airport- Airport fund that was previously approved by Commissioners' Court on 12/12/23. Agreement has been determined to not be needed for the FAA.

SEE ATTACHMENTS ON PAGES 405 - 407

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

- (i). Regular County Bills – check #514386 through check #514625.

SEE ATTACHMENTS ON PAGES 408 - 417

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

CONSTABLE PRECINCT 2:

- (a).Consider and possibly approve the hiring of Roderyck H. Daniels as a Reserve Deputy Constable with Constable Precinct 2 in accordance with Local Government Code (LGC) 86.011.

NO ATTACHMENTS

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a).Consider, possibly approve, authorize the County Judge to execute receive and file 2024 National Museum of the United States Air Force (NUUSAF) loan agreement for the plane at Veterans Memorial Park.

SEE ATTACHMENTS ON PAGES 418 - 430

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

- (b).Receive and file executed Tax Abatement between Jefferson County and Line, Inc. for the terminal project within the Golden Triangle Reinvestment Zone pursuant to Sec. 312.401, Texas Tax Code.

SEE ATTACHMENTS ON PAGES 431 - 491

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

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(c).ESD 5 Appointments Agenda

Consider and possibly approve appointments of Commissioners to Jefferson County Emergency Services District No. 5 pursuant to Sec. 775.034, Texas Health & Safety Code.

For Place 1 - Steve Rice - 2 year term by Judge Branick

Place 2 - Robert Lott - 1 year term by Commissioner Sinegal

Place 3 - Lona Alexander-Mitchell - 2 year term by Commissioner Sinegal

Place 4 - Daniel Hidalgo - 1 year term by Commissioner Erickson

Place 5 - Jerry Nelson - 2 year term by Commissioner Alfred

NO ATTACHMENTS

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

(d).Consider and approve the appointment of Mr. Jerry Hinson to fulfill the unexpired term of Mr. Matt Vincent, who has retired, for the Board of Mosquito Control. (This is an appointment of Commissioner Erickson.)

NO ATTACHMENTS

Motion by: Pierce

Second by: Alfred

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

Action: APPROVED

ENGINEERING DEPARTMENT:

(a).Execute, receive and file Overweight Vehicle Permit 01-OW-24 and Road Use Agreement to Texas Eastern Transmission, LP for the purpose of pipeline replacement and hauling material along Dawn Drive, McGee Lane, Glenbrook Drive, and Gauling Road. This project is located in Jefferson County in Precinct 4.

SEE ATTACHMENTS ON PAGES 492 - 506

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

- (b).Execute, receive and file Utility Permit 01-U-24 to AT&T for the purpose of constructing, maintaining or repairing a utility or common carrier for distribution of new fiber cable to 5015 IH-10, Ford Park and Business Park. This project is located in Jefferson County in Precinct 4.

SEE ATTACHMENTS ON PAGES 507 - 516

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

- (c).Consider and possibly approve a Replat of 7.398 Acres out of Lot 23 into Lots 23A, 23B, 23C and 23D of Industrial Sites, Section 1, out T.&N.O. RR. Co. Survey, Abstract No. 569 Jefferson County, Texas. This Replat is located off of Industrial Road in Precinct #4 and is in City of Beaumont ETJ. This Replat has met all of Jefferson County plating requirements.

SEE ATTACHMENTS ON PAGES 517 - 517

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

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

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Regular, February 14, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 14, 2024.

**STATE OF TEXAS
COUNTY OF JEFFERSON**

**CONTRACT NUMBER: RFP 23-056/MR
CAFETERIA SERVICES**

WHEREAS, JEFFERSON COUNTY has determined there is a need to provide for Cafeteria Services at Jefferson County Courthouse; located at 1149 Pearl, Beaumont, TX.

WHEREAS, JEFFERSON COUNTY has requested and reviewed proposals for a Food Service Contractor in accordance with applicable Federal, State and local laws and ordinances regarding health, sanitation, and safety.

WHEREAS, JEFFERSON COUNTY has determined that Honey B Keepers, LLC, dba Honey B Courthouse Cafe can best provide Cafeteria Services at Jefferson County Courthouse located at 1149 Pearl, Beaumont, TX.

WHEREAS, this agreement is made between Honey B Keepers, LLC, dba Honey B Courthouse Cafe (hereinafter referred to as (CONTRACTOR) and the COUNTY OF JEFFERSON, TEXAS (hereinafter referred to as (COUNTY) acting by and through its duly authorized representative, Jefferson County Judge Jeff Branick.

NOW THEREFORE, the parties agree as follows:

**ARTICLE I
RETENTION OF CONTRACTOR**

COUNTY hereby retains CONTRACTOR as an independent contractor and not an employee for services more particularly described in this Agreement.

**ARTICLE II
TERM OF AGREEMENT**

Regardless of the date of execution, this Agreement shall become effective March 1, 2024 and continue in force until February 28, 2025 with the option to extend for four (4) additional one (1) year terms unless sooner terminated as provided herein. Should this Agreement naturally expire without alternative provisions, this agreement shall continue in force on a month-to-month basis under the same terms.

Due to the Constitutional debt limitation for Counties, any Agreement, which extends beyond the current fiscal year, is executed subject to future appropriations to fund its provision.

**ARTICLE III
CREDENTIALING**

CONTRACTOR shall select and assign specific personnel to provide services for COUNTY under this Agreement and shall provide COUNTY with current copies of all licensure, credentialing, and insurance information as required by State law. All such information shall be provided at the time of execution of this Agreement.

ARTICLE IV
TERMINATION

The parties hereto understand and agree that after a good faith effort has been made toward the success and performance of the Agreement, however both parties have the right to terminate this contract for any reason, by giving NINETY (90) calendar days written notice to the other party of the intent to terminate upon the expiration of the ninety-calendar day notice. Thereafter, this Agreement shall terminate, become null and void, and be of no further force or effect.

This Agreement shall immediately and automatically terminate upon the occurrence of any one of the following:

52705556. Dissolution of CONTRACTOR.

52705557. CONTRACTOR abandons its duties in accordance with the provisions of Article V (Duties of Contractor).

52705558. Failure of CONTRACTOR to perform its responsibilities under this Agreement in the highest professional manner.

52705559. Any substantiated allegation of criminal wrongdoing on the part of CONTRACTOR, which would substantially interfere with the performance of the duties, set out herein.

52705560. Failure by CONTRACTOR to cure any default or breach under this Agreement within ten (10) days after receiving notice in writing.

52705561. Whenever CONTRACTOR and COUNTY mutually agree to termination in writing.

Upon termination of this agreement under any provision, CONTRACTOR shall be entitled to receive only the unpaid accrued compensation as of the date of termination minus any reasonable costs incurred by COUNTY to fulfill CONTRACTORS obligations under this Agreement.

ARTICLE V
DUTIES OF CONTRACTOR

CONTRACTOR shall be responsible for all duties specified in RFP Specification Number 23-56/MR, which by this reference is incorporated in full into this agreement, and include but are not limited to the following:

52709568. CONTRACTOR shall furnish Cafeteria Services in accordance with the Specifications of RFP 23-056/MR.

52705562. CONTRACTOR may supply certain furnishings, kitchen equipment, POS equipment, television(s), artwork and decor with the understanding upon expiration of agreement equipment remains property of Honey B Keepers, LLC dba Honey B Courthouse Cafe.

52705563. CONTRACTOR's hours of operation will be 7:30 am – 3:00 pm

52705564. CONTRACTOR will be responsible for all licenses and permits necessary to comply with all local, state, and federal mandates pertaining to food service operations.
52705565. CONTRACTOR shall schedule outside vendors for rental space and collect appropriate fees.
52705566. CONTRACTOR shall make payments to COUNTY as specified in ARTICLE VII.
52705567. CONTRACTOR shall be responsible for all long distance telephone charges, direct cable/internet installation and charges incurred in the performance of this Agreement.
52705568. CONTRACTOR is responsible for all day-to-day as well as periodic major cleaning of the entire kitchen area assigned to CONTRACTOR including walk-ins, storerooms, freezers, dish room, office, staff, and dining rooms and receiving area.
52705569. CONTRACTOR and its employees assigned to COUNTY facilities are required to comply with all facility rules of conduct concerning normal day-to-day operations.
52705570. CONTRACTOR is required to staff the operation with the optimum number of employees at all times for the efficient operation of the kitchen.
52705571. CONTRACTOR employees must be properly attired in a standard uniform.
52705572. All Cafeteria Services employees in the kitchen and Cafeteria Services areas must wear hair restraints (nets or hats).
52705573. CONTRACTOR employees are subject to background check and wear security identification while working in the County facilities.
52705574. CONTRACTOR employees are subject to search at any time while within secured areas of COUNTY facilities.
52705575. CONTRACTOR must obey all Federal, State and local laws and ordinances regarding health, sanitation, and safety. CONTRACTOR will be subject to inspections in the kitchen by authorized personnel from the Jefferson County Courthouse Superintendent of Maintenance and City Health Department.

ARTICLE VI
DUTIES OF COUNTY

COUNTY shall provide access to dumpsters and recycling containers at reasonable times to be negotiated between CONTRACTOR and Courthouse Superintendent of Maintenance.

COUNTY will provide, install, and permit CONTRACTOR to use the capital equipment, which COUNTY deems necessary for Cafeteria Services and related activities.

COUNTY shall approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc., prior to any such action being taken by the Contractor.

COUNTY will provide the cafeteria facility, standard utilities, existing equipment, tables and chairs, and related utilities to the Contractor at no charge to the Contractor.

COUNTY will provide all preventive maintenance and repairs on all equipment related to the cafeteria operation, including refrigerators, freezers, ice machines, stoves, warmers, etc., that are used directly by the cafeteria operation. The Jefferson County Maintenance Department will maintain all building systems (HVAC, electrical, structural).

ARTICLE VII **RATES**

CONTRACTOR shall pay directly to COUNTY Lease Payment \$200.00 per month in accordance with CONTRACTOR'S response to RFP Number 23-056/MR, which with the RFP Specifications for RFP Number 23-056/MR are by this reference incorporated in full into this Agreement. Payments will be monthly installments by the 5th of each month.

ARTICLE VIII **RELATIONSHIP OF PARTIES**

None of the provisions of this Agreement is intended to create nor shall be deemed or construed to create any relationship between the parties other than that of independent entities contracting with each other solely for affecting the provisions of this Agreement.

It is expressly acknowledged and agreed that neither of the parties, nor any of their employees shall be construed to be agent, employer or representative of the other nor shall any provision of this Agreement create any right in COUNTY to exercise control or direction over the business of CONTRACTOR provided, however, that all services provided to COUNTY hereunder shall be provided and delivered at all times in a manner consistent with the standards of CONTRACTORS profession, the terms of this Agreement and all applicable laws, rules and regulations of authorities having jurisdiction over Jefferson County.

Personnel provided by CONTRACTOR are not employees of COUNTY nor are they entitled to any direct compensation nor any benefits or rights of COUNTY employees and shall provide services for the benefit of COUNTY through CONTRACTOR and only pursuant to this Agreement.

COUNTY has hired CONTRACTOR to provide food services. As such, CONTRACTOR has the duty and obligation to perform all obligations to COUNTY under this Agreement in the highest professional manner. No property owned by or referencing COUNTY or one of its subdivisions shall be used by any employee, staff member, or representative of CONTRACTOR without express approval by the authorized COUNTY representative and then shall be used only for professional purposes within the parameters of this Agreement.

ARTICLE IX
INSURANCE

CONTRACTOR, at no cost to COUNTY, shall have and maintain at all times insurance of the types and amounts required in the bid specifications.

ARTICLE X
INDEMNIFICATION

CONTRACTOR shall indemnify and hold COUNTY harmless from and against any and all claims, demands, costs, expenses, liabilities and losses (including reasonable attorneys fees) which may arise out of any acts or failure to act of CONTRACTOR, its employees, agents or contractors in connection with the performance of services pursuant to this Agreement.

ARTICLE XI
MISCELLANEOUS

This agreement, Specifications for RFP Number 23-056/MR, and CONTRACTOR'S response constitute the entire understanding between the parties, and no other agreements, representations or contract shall be binding on any of the parties unless set forth in writing and signed by all parties. Should the documents comprising this understanding contain conflicting provisions, provisions of the Bid Specifications shall have priority.

This Agreement supersedes all other prior agreements, either oral or written between the parties with respect to the professional services to be provided by CONTRACTOR to COUNTY and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner.

Each party to this Agreement acknowledges that any party or anyone acting on behalf of any party that is not embodied in this Agreement has made no inducements or promises, oral or otherwise.

The invalidity or unenforceability of any term or provision of this Agreement shall in no way affect the validity or enforceability of any other term or provision.

Neither party under this Agreement shall have the right to assign or transfer its rights to any third party without prior written consent of the other party.

The law of the State of Texas hereunder, shall govern the validity of this Agreement and of any of its terms or provisions, as well as the rights and duties of the parties and all venues shall be in Jefferson County, Texas.

ARTICLE XII
NOTICES

All notice required under this Agreement shall be sent postage prepaid U.S. Mail or hand delivered to the parties at the following addresses:

CONTRACTOR: Honey B Keepers, LLC
6385 Calder Ave, Ste A
Beaumont, Texas 77706

COUNTY: Jefferson County Purchasing Department
Deborah L. Clark, County Purchasing Agent
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

Signed on this the 13th of February, 2024.

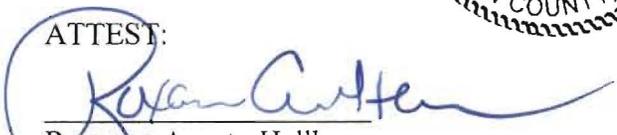
OWNER:

Jefferson County

By: 
Jeff Brantick
County Judge

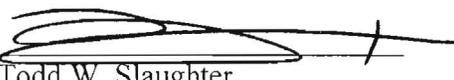


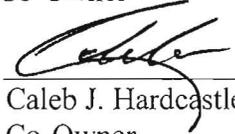
ATTEST:


Roxanne Acosta-Hellberg
County Clerk

CONTRACTOR:

Honey B Keepers, LLC dab Honey B
Courthouse Café

By: 
Todd W. Slaughter
Co-Owner

By: 
Caleb J. Hardcastle
Co-Owner

ATTACHMENT C



Best Management Practices Fats, Oils, and Grease (FOG) Control Program

Fats:

Fats are solid at room temperature; butter, shortening, margarine, peanut butter, meat trimmings, uncooked poultry skins, and dairy.

Oils:

Oils are liquid at room temperature; vegetable, canola, corn, and cooking oils.

Grease:

Grease turns to liquid during cooking but solidifies when cooled; gravy, mayonnaise, melted meat fat, bacon, sausage, boiled poultry skin, and salad dressings.

Consequences of Improper FOG Disposal:

- Rancid odors
- Sewage overflow into businesses, yards, parks, and public streets due to clogged pipes
- Expensive cleanup, repair, and replacement of damaged property. Property owners are responsible for all pipes from their building out to the main line.
- Potential contact with microorganisms that can cause gastroenteritis and hepatitis

Inside the kitchen:

- Service and clean grease retention device on a regular basis.
- Educate staff on FOG management and requirements.
- Post "NO GREASE" signs above kitchen sinks and drains.
- "Dry wipe" all pots, pans, plates, and utensils before washing.
- Keep a Spill Kit in the kitchen that consists of material like kitty litter or absorbent pads.
- Dispose of food waste by recycling and/or solid waste removal.
- Routinely clean kitchen exhaust system filters and hoods.
- Install removable screens on kitchen drains with openings no bigger than 3/16in, clean frequently.
- Never put eggshells, coffee grounds, or kitty litter down the drain or in the toilet.

In the event of a FOG spill

- Begin cleanup immediately.
- Never use detergents or degreasers.
- Seal off any nearby storm drains.
- If the spill is unmanageable, contact a clean-up contractor and the appropriate agency.
- Never wash the spill or clean-up materials into the street or storm drains.
- Dispose of clean-up materials into a garbage bag.

*The café will also utilize disposable products (take-away packaging) to serve food in eliminating the need to wash customer dishes.


Owner/Kitchen Manager

Todd Slaughter

2-6-2024

Date

Caleb Hardcastle

Honey B

COURTHOUSE CAFE

BREAKFAST MENU

WWW.HONEYBHAMCO.COM

COFFEE	\$2.00
MILK (WHOLE, 2%, OR CHOCOLATE)	\$2.50
JUICE (APPLE OR ORANGE)	\$2.50
FOUNTAIN DRINK (COCA COLA PRODUCTS)	\$2.50
TEA (SWEET, UNSWEET, OR FLAVORED)	\$2.50
BOTTLED WATER	\$2.00
ENERGY DRINKS (ASSORTED)	\$3.95

MUFFINS: **\$2.95**

CHOICE OF ORANGE CRANBERRY, BLUEBERRY CRUMBLE, BANANA NUT

MIXED FRUIT CUP 8oz: **\$2.95**

FRESH CUT BANANAS, ORANGES, APPLES, GRAPES, AND PINEAPPLE

MIXED MELON CUP (SEASONAL) 8oz: **\$2.95**

FRESH CUT CANTALOUPE, HONEYDEW, AND WATERMELON

WHOLE FRESH FRUIT: **\$1.00**

CHOICE OF BANANA, ORANGE, APPLE OR SEASONAL FRUIT OFFERING

YOGURT CUP: 6oz **\$2.95**

CHOICE OF PEACH, CHERRY, STRAWBERRY BANANA, BLUEBERRY, OR PLAIN

YOGURT PARFAIT: 8oz **\$3.95**

DELICIOUS VANILLA YOGURT LAYERED WITH BLUEBERRIES AND GRANOLA

HONEY B & G: **\$6.95**

TWO FRESH BAKED BUTTERMILK BISCUITS TOPPED WITH HOMEMADE SAUSAGE GRAVY

EVERYTHING AVOCADO SMASHED TOAST: **\$4.95**

2 SLICES OF WHITE OR WHEAT TOAST TOPPED WITH FRESH AVOCADO, TOMATO, AND EVERYTHING BAGEL SEASONING

HONEY B BREAKFAST BOWL: **\$8.95**

LARGE HASHBROWNS WITH TWO SLICES OF MELTED CHEDDAR CHEESE TOPPED WITH TWO SCRAMBLED EGGS AND SMOTHERED WITH HOMEMADE SAUSAGE GRAVY. SERVED WITH BUTTERMILK BISCUIT, WHITE OR WHEAT TOAST.

Honey B

COURTHOUSE CAFE

HONEY B BREAKFAST CROISSANT: **\$7.95**

FRESH TOASTED BUTTER CROISSANT TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE.

HONEY B BREAKFAST BISCUIT: **\$7.95**

FRESH BUTTERMILK BISCUIT TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE.

HONEY B BREAKFAST SANDWICH: **\$7.95**

CHOICE OF SWEET OR JALAPENO SOURDOUGH BUN, WHITE OR WHEAT TOAST TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPER JACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE.

HONEY B BREAKFAST BAGEL: **\$7.95**

FRESH TOASTED BAGEL TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE.

HONEY B BLT: **\$7.95**

CRISP BACON, LETTUCE AND ROMA TOMATO WITH MAYO ON WHITE OR WHEAT TOAST. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE. ADD EGG/ ADD CHEESE \$1.00EA

HONEY B HAMMY: **\$7.95**

HONEY B HAM AND SCRAMBLED EGG SANDWICH, WITH SWISS OR AMERICAN CHEESE ON SWEET OR JALAPENO SOURDOUGH BUN. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE.

THE BIG B: **\$8.95**

SCRAMBLED EGGS, SAUSAGE, BACON, HAM AND CHEDDAR CHEESE ON TOASTED SWEET OR JALAPENO SOURDOUGH BUN. SERVED WITH HASHBROWN POTATO CAKE OR HASHBROWN CASSEROLE.

HONEY B BREAKFAST PLATE: **\$9.95**

2 EGGS, SCRAMBLED OR COOKED TO ORDER, CHOICE OF BACON, SAUSAGE, OR HAM, CHOICE OF HASHBROWN CASSEROLE OR HASHBROWN POTATO CAKE AND FRESH SLICED ROMA TOMATO. SERVED WITH CHOICE OF CROISSANT, BISCUIT, WHITE OR WHEAT TOAST.

TOASTED BAGEL WITH CREAM CHEESE	\$3.50	HASHBROWN POTATO CAKE	\$1.95
WHITE OR WHEAT TOAST, 2 SLICES	\$1.50	HASHBROWN CASSEROLE	\$2.95
FRESH BUTTERMILK BISCUIT	\$2.00	SAUSAGE GRAVY, 8oz	\$2.95
BACON, 4 STRIPS	\$2.50	ASSORTED CEREAL/GRANOLA BAR	\$2.00

Honey B

COURTHOUSE CAFE

NEW ITEMS:

BASKET COMBOS:

HONEY B 8oz ANGUS BURGER W/FRIES		\$8.95
HONEY B 8oz ANGUS CHEESEBURGER W/FRIES		\$9.95
HONEY B CRISPY CHICKEN SANDWICH W/FRIES		\$8.95
HONEY B GRILLED CHICKEN SANDWICH W/FRIES		\$8.95
HONEY B CHICKEN TENDERS W FRIES AND TOAST	(3)	\$7.95
HONEY B CHICKEN TENDERS W FRIES AND TOAST	(5)	\$9.95
HONEY B PHILLY CHEESESTEAK W/FRIES & AU JUS		\$9.95

HONEY B FLATBREADS (PIZZAS)

CHEESE	\$7.95
VEGGIE	\$8.95
PEPPERONI	\$8.95
SAUSAGE	\$8.95
PEPPERONI SAUSAGE BACON	\$9.95
THE WORKS	\$9.95



Honey B Ham Company

Garden Fresh Salads

- Honey B Chef Salad** \$8.95
Ham, Turkey, Tomatoes, Carrots, Cucumbers, Green Onions, Hardboiled Egg, Cheddar Cheese & Homemade Croutons on a bed of Crisp Iceberg Lettuce and Spinach mix.
- Honey B House Salad** \$7.50
Fresh Tomatoes, Carrots, Cucumbers, Green Onions, Cheddar Cheese & Homemade Crouton on a bed of Crisp Iceberg Lettuce and Spinach mix.
- Honey B-Lite** \$8.95
Choice of our house recipe Chicken, Tuna, Ham or Egg salad paired with sliced Roma Tomatoes Peach Halves and Cottage Cheese.
- Honey B Caprese** \$8.50
Fresh Spinach, Roma Tomato, Red Onion, And Sliced Mozzarella Cheese Topped With Balsamic Glaze
- Choice of Salad Dressing:** Italian, Ranch, Blue Cheese, Thousand Island, Honey Mustard, Parmesan Peppercorn, Balsamic Vinaigrette, Fat Free Ranch, Fat Free Italian

Soups & Gumbo

- Chicken & Sausage Gumbo** 12oz. \$8.50 16oz. \$9.95
Our famous house recipe dark roux Chicken & Sausage Gumbo Served with Steamed Rice.
- Chicken Tortilla Soup** 12oz. \$8.50 16oz. \$9.95
- Vegetable Soup** ~~Bean Soup~~ Tomato Basil Soup
- ~~Spicy Bean Soup~~** Potato Soup 12oz. \$6.50 16oz. \$7.95

Sides, Sweets & Sips

- Fruit Cup** \$2.95 Carrot or Chocolate Cake
- Peach Halves** \$2.25 Chocolate Oatmeal Cookie
- Potato Salad** \$1.95 Cherry Delight
- Cottage Cheese** \$2.25 Berry Miscoato Tiramisu
- Steamed Rice** \$1.50 Assorted Cookies
- Assorted Chips** \$1.50 Chocolate Chip Walnut, Oatmeal Raisin, Lays Original, BBQ, Sour Cream & Onion, White Chocolate Macadamia Nut
- Baked Lays Original, BBQ, Sour Cream & Onion,** Assorted Muffins
- Miss Vickies Jalapeno, SmokeHouse BBQ, Sea Salt,** Carrot Raisin, Blueberry Crumble, Doritos, Fritos, Cheetos, Baked Cheetos Banana Nut, Orange Cranberry

Fountain Drinks:

Coke, Coke Zero, Diet Coke, Sprite, Dr. Pepper, Diet Dr. Pepper, Root Beer, Lemonade

Fresh Brewed Tea:

Unsweet Tea, Sweet Tea, Peach Tea, Strawberry Tea

Bottled Drinks:

Ozarka Water, Apple Juice, Orange Juice

Sandwiches

All sandwiches are prepared as described below unless requested otherwise

Choice of Cheese:

American, Cheddar, Ghost Pepper, Mozzarella, Pepperjack, Provolone or Swiss Cheese

Choice of Bread:

White or Wheat Bread, Croissant, French Baguette, Ciabatta Bun, Sweet Sourdough Bun ~ White, Wheat or Jalapeno

- The Honey B Spiral** \$10.75
Spiral Glazed Ham, Lettuce, Tomato, Pickle, Mayo and Mustard with choice of Cheese and Bread.
- Ham & Cheese** \$9.00
Thin Deli Honey Ham, Lettuce, Tomato, Pickle, Mayo and Mustard with choice of Cheese and Bread.
- Turkey & Cheese** \$9.00
Turkey Breast, Lettuce, Tomato, Pickle, Mayo and Mustard with choice of Cheese and Bread.
- The Classic BLT** \$8.00
Crisp Bacon, Lettuce, Tomato and Mayo with choice of Bread.
- Honey B Club** \$9.50
Ham, Turkey and Bacon with Lettuce, Tomato and Mayo with choice of Cheese and Bread.
- The Southwest** \$9.50
Turkey, Buffalo Chicken Breast or Roast Beef with Bacon, Lettuce, Tomato, Guacamole, Chipotle Mayo and Pepperjack Cheese on Jalapeno Bun.
- The Honey B Philly** \$9.50
Roast Beef Or Chicken Breast with Sauteed Peppers, Onions and Provolone Cheese on a toasted French Baguette Served with a side of Au Jus or Marinara.
- The Honey B Roaster** \$9.50
Oven Roasted Chicken Breast, Lettuce, Tomato Pickle, Red Onion, Mayo, Mustard with choice of Cheese on Sweet Sourdough Bun.
- Beef And Swiss** \$9.50
Premium Center Cut Roast Beef, Lettuce Tomato, Red Onion, Mayo & Spicy Brown Mustard with Swiss on a Toasted French Baguette
- The Italian** \$9.50
Ham, Turkey or both with melted Provolone and Homemade Olive Relish on toasted French Bread.
- Ole Po'Boy** \$9.50
Ham or Turkey with Lettuce, Tomato, Pickles, Mayo, Mustard and Cheese on French Bread.
- The Caprese** \$9.50
BelGioioso Mozzarella, Balsamic marinated Roma Tomatoes and fresh Spinach on Ciabatta Bread.
- Honey B Ham Salad** \$8.00
House recipe Ham Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Honey B Chicken Salad** \$8.00
House recipe Chicken Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Honey B Tuna Salad** \$8.00
House recipe Tuna Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Honey B Egg Salad** \$8.00
House recipe Egg Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Pimento Cheese** \$8.00
House recipe Pimento Cheese with Lettuce, Tomato and Mayo on your choice of Bread.

Honey B Ham...

Celebrating 40 years serving Beaumont and surrounding communities our fresh homemade deli sandwiches, salads, soups, gumbo, and desserts - as well as our delicious honey glazed spiral hams and smoked turkeys!
Order now for pick up or delivery.
Give us a call or visit us at
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For delivery visit our website or download the Gubers of SETX app!



Phelan Blvd.

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Dowlen Rd.

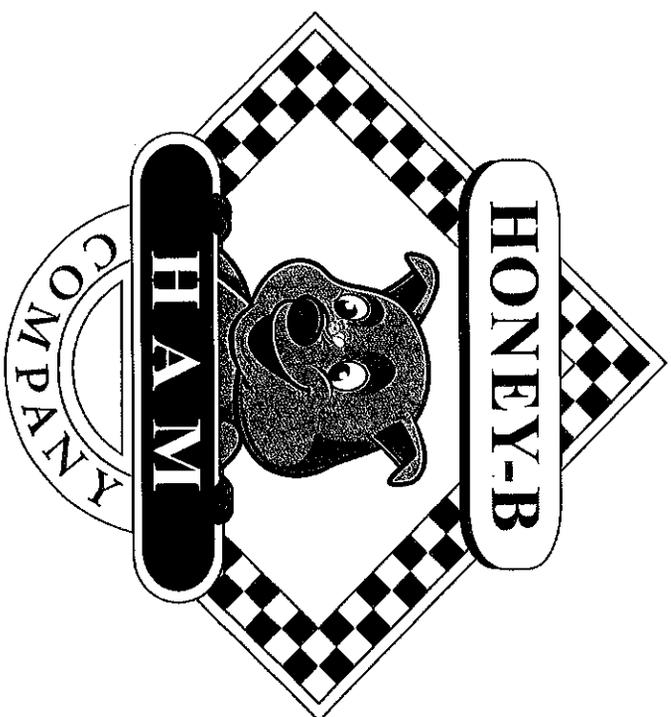


Mane of the Oaks

Longwood Ln

Ave.

Dr.



Honey B Ham Co.

*"Home of the Original Fire Crusted,
Spiral Cut, Honey Glazed Ham"*

385 Calder Ave. Beaumont, Tx 77706

P: (409)860-3151 F: (409)860-3531

Monday - Saturday
10am-5pm



@Honeybhamcompany

www.honeybhamco.com

Bid for Contract RFP 23-056/MR
Bid Cafeteria services for Jefferson County.

Submitted by
Honey B Ham Company
6385 Calder Ave Ste A
Beaumont TX 77706

Submitted on
September 20th, 2023

Todd Slaughter, Owner
todd@honeybhamco.com

Caleb Hardcastle, Owner
caleb@honeybhamco.com

Phone: (409) 860-3151

Fax: (409) 860-3531



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE

Advertisement for Request for Proposal

August 15, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (**RFP 23-056/MR**), **Re-Bid Cafeteria Services for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.

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

To arrange a site visit, contact Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us.

PROPOSAL NAME: Re-Bid Cafeteria Services for Jefferson County
PROPOSAL NUMBER: RFP 23-056/MR
DUE DATE/TIME: 11:00 AM CT, Wednesday, September 20, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
August 16, 2023 & August 23, 2023

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

Handwritten form fields: Company (Honey B Ham Company), Telephone Number (409-860-3151), Address (6385 Calder Ave Suite A, BM7 TX 77706), Fax Number (419 860-3531), Authorized Representative (Todd Slaughter), Title (Owner), Authorized Signature, Date (9-21-23)

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295																											
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY																											
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**		Must file online at www.ethics.state.tx.us/File																											
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS*																													
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**																													
4 <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th rowspan="2" style="width: 35%;">Name of Interested Party</th> <th rowspan="2" style="width: 25%;">City, State, Country (place of business)</th> <th colspan="2" style="width: 40%;">Nature of Interest (check applicable)</th> </tr> <tr> <th style="width: 15%;">Controlling</th> <th style="width: 25%;">Intermediary</th> </tr> </thead> <tbody> <tr> <td colspan="4" style="padding: 5px;"> **NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO** </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>		Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)		Controlling	Intermediary	**NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO**																				5 Check only if there is <input type="checkbox"/> Interested Party. <input type="checkbox"/> **ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**	
Name of Interested Party	City, State, Country (place of business)			Nature of Interest (check applicable)																									
		Controlling	Intermediary																										
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO																													
6 UNSWORN DECLARATION Vendor is to complete #6 - Unsworn Declaration																													
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																													

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 23-056/MR) Re-Bid Cafeteria 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 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
>\$250,000 (Simplified Acquisition Threshold)	Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u> , must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.	2 CFR 200 APPENDIX II (A)
>\$10,000	All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.	2 CFR 200 APPENDIX II (B)
None	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<u>30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339</u>), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at <u>41 CFR part 60</u>, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p>	2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)

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

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in 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>(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>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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)

<p>>\$100,000</p>	<p>Byrd Anti-Lobbying Amendment (<u>31 U.S.C. 1352</u>) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated 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.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
	<p>See 2 CFR §200.323.</p>	<p>2 CFR 200 APPENDIX II (J)</p>
	<p>See 2 CFR §200.216.</p>	<p>2 CFR 200 APPENDIX II (K)</p>
	<p>See 2 CFR §200.322.</p>	<p>2 CFR 200 APPENDIX II (L)</p>
<p>>\$10,000</p>	<p>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.</p>	<p>2 CFR 200.323</p>
<p>>\$100,000</p>	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p>	

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

	<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> <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>	2 CFR 200.334

	(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.	
None	CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Respondent hereby represents and warrants that it is not a company identified on the lists prepared and maintained under Texas Government Code §§ 2270.0052 (companies with business operations in Sudan), 2270.0102 (companies with business operations in Iran), or 2270.0152 (companies known to have contracts with or provide supplies or services to a foreign terrorist organization). Notwithstanding the foregoing, a company that the United States government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or to a foreign terrorist organization, is not subject to contract prohibition under this clause. A company claiming such exemption must submit the official copy of the declaration.	Texas Government Code 2252.152
>\$100,000	PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following: (a) This section applies only to a contract that: (1) is between a governmental entity and a company with 10 or more full-time employees; and (2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity. (b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	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 Henry B Ham Co. 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
Todd Slaughter Owner
Name and Title of Contractor's Authorized Official
09-20-2023
Date

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

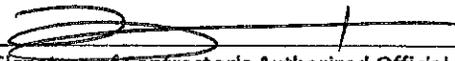
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Henry B Ham Co 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

Todd Slaughter Owner
Name and Title of Contractor's Authorized Official

09-21-2023
Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

- 1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

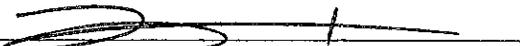
8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive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

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

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

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

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


Signature of Contractor's Authorized Official

Todd Slaughter, Owner
Name and Title of Contractor's Authorized Official

09-28-2023
Date

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

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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

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

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this RFP, there will not be a Pre-Proposal Conference. If you would like to schedule a site visit, please contact Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us.

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 8, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

August 15, 2023	Issuance of Request for Proposal
September 20, 2023	Deadline Submission (late proposals will not be considered)
September 22, 2023	Proposals distributed to Evaluation Committee
September 29, 2023	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
October 3, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 10, 2023	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form **PAGE 42**
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER’S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 OBJECTIVE

Jefferson County seeks a Contractor to provide Cafeteria Services for Jefferson County Courthouse. The contractor shall occupy, staff and operate a café serving breakfast, lunch and break time offerings in a cafeteria style format within the space specified in Attachment A (floor plan). It is the intention of Jefferson County that the food and beverage service be of high quality. All food and beverage areas shall be kept clean, orderly and sanitary at all times and in strict accordance with all applicable food service establishment requirements, laws, ordinances, rules and regulations of this IFB. The successful contractor will pay Jefferson County a monthly lease. The cafeteria shall operate Monday through Friday, with the exception of County Holidays and Mandated Disaster Closures during the hours of/about 7:00 am – 3:30 pm. The current County Holidays are as follows (this is subject to change):

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Eve
Good Friday	Veterans' Day	Christmas Day

5.2 BACKGROUND

Jefferson County has approximately 1200 full and part time employees. Members of the general public visiting the Courthouse are also available as a customer base. The existing 3,500 square foot cafeteria facility seats approximately 97 persons and is equipped with tables and chairs in the dining area. The kitchen/serving area is equipped with, but not limited to, basic modern commercial grade hardware for cooking, cooling and freezing, heating, baking, frying, mixing and washing. The cafeteria also has food preparation areas, cold and hot food serving lines, and seating areas. There are two conference rooms in the cafeteria area that the contractor can use.

5.3 REQUIRED INFORMATION

The following information shall be included in the offeror's proposal:

- Provide approach to making the Courthouse Café successful and approach to sustaining a versatile healthy and casual dining experience at a reasonable price.
- State any food service experience with a list of owned/operated food service establishments. Include time periods.
- Provide a versatile menu of items that the contractor will offer including pricing. The menu must include healthy food options (i.e. salads, grilled chicken, sandwiches). The sample menu must include full meal pricing as well as a la carte pricing. Breakfast, lunch and break time meals shall be included. Include proposed hours of operation. The following are the suggested time periods:
 - Breakfast: 7:00 am – 10:00 am
 - Break Time Snack: 10:00 am – 11:00 am and 1:30 pm – 3:30 pm
 - Lunch: 11:00 am – 1:30 pm
- Proposed monthly lease amount should be included on the Cost Proposal Form (page 42) of the RFP.
- Provide any additional information pertinent to the offeror's proposal.

5.4 RESPONSIBILITIES OF THE COUNTY

- Grant to the contractor for a stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage, and operate a cafeteria-type restaurant and snack bar within the County Courthouse and, in connection therewith, to prepare and sell food, non-alcoholic beverages, and other such products as the County may authorize.
- Approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc. prior to any such action being taken by the contractor.
- Provide the cafeteria facility standard utilities at no charge to the contractor.
- Provide all preventative maintenance and repairs on all County owned equipment related to the cafeteria operation, including, but not limited to, refrigerators, freezers, ice machines, stoves, warmers, serving lines, etc. that are used directly by the cafeteria operation.
- Maintain all building systems (HVAC, electrical, structural, etc.)
- Pest control services for the cafeteria will be provided by the County.
- Jefferson County carries the responsibility to correct any repair of County structures or County equipment as a result of inspection violation by state and local authorized health department offices, fire department and other agencies relative to safety requirements.
- Jefferson County will complete a background check and issue identification badges to all employees of the Contractor. These identification badges must be worn at all times. It is the responsibility of the Contractor to notify the County of any termination or hire of employees.
- Jefferson County will issue keys to the Contractor for the Cafeteria area. It is the responsibility of the Contractor to report any lost or damaged keys to the County.

5.5 RESPONSIBILITIES OF THE CONTRACTOR - OPERATIONS

- Operate and manage, under the Contractor's name, a cafeteria type operation within the County Courthouse Cafeteria.
- Purchase, prepare and serve all cafeteria food items. Grilling and/or cooking of foods on site is desired. The menu offerings could be prepared off site and transported to the cafeteria; however, on-site is preferred. Food items prepared off-site must be prepared at a location and transported conforming to all food establishment and health department requirements of this Invitation for Bid. Breakfast, lunch and break food options must be provided. Meal service shall include dine-in and to-go orders.
- County is not responsible for any loss or damage resulting from a power failure, natural or man-made disaster.
- Provide all cookware, dishes and utensils need for food preparation and service.
- Provide all condiments, containers, plates, utensils, napkins and to-go containers for food service.

- Provide fountain drink dispensing machines and/or coolers.
- Contractor is responsible for maintaining their equipment.
- Ensure proper and adequate staffing to provide efficient services.
- Contractor shall comply with all laws (State and Federal), and local ordinances, as they may relate to employment practices.
- Proper food handling gloves and proper hair restraints are required.
- Provide all custodial and janitorial service to the cafeteria area during all normal hours of operation. Contractor will provide all cleaning supplies necessary to maintain the Courthouse Cafeteria. Trash must be removed daily.
- The business must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by Jefferson County Environmental Control. We have included a cleaning schedule as an example of our expectations and stewardship while leasing Jefferson County property. (Attachment B)
- Contractor will comply with Jefferson County Best Management Practices for Fats, Oil and Grease (FOG) Control Program. (Attachment C)
- Comply with FDA Code 2017 with the Texas Supplement.
- Contractor shall be responsible for all licenses and permits necessary to comply with all local, state and federal mandates pertaining to food service operations. The Food Permit is issued through Jefferson County Environmental Control.
- Contractor is responsible for correcting any violations issued by state and local authorized health department officials that do not pertain to the repair of County owned equipment or structures.
- Display all menu items and menu pricing. This includes meals, beverages and a la carte items. Make every effort to adhere to reasonable food cost ranges as submitted in the proposal. The pricing must be posted and displayed in a manner that is visible to all prospective patrons from a distance as well as close up. Menu board purchase shall be the responsibility of the Contractor and must be approved by the County.
- Contractor must accept cash, credit and debit cards as a method of payment for goods and services. All equipment and fees associated with credit and debit card transactions will be the responsibility of the Contractor. Any fees to be collected for any purchases when a credit or debit card is used must be approved by the County.
- Schedule outside vendors for conference room rental space in the cafeteria area and collect appropriate fees.

5.6 RESPONSIBILITIES OF THE CONTRACTOR -- EMPLOYEES

- All employees must pass a background check through the County.
- Employees must wear their County issued Identification Badge at all times.
- Provide any and all employees insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.

- Assume full and total responsibility and liability for all employees and operation of the Contractor.
- One licensed Food Manager is required. All other staff must have a Food Handler License. The training course must be accredited by the Texas Department of State Health Services (DSHS) or American National Standards Institute (ANSI).
- All employees must complete a Conditional or Food Employee Reporting Agreement. (Attachment D)
- Ensure employees are properly attired/uniformed when performing work assignments.

5.7 TERMS

- Contract Term: One (1) year from the date of award with an option to renew for four (4) additional one-year renewals.
- The monthly lease payment is due by the 5th of each month.
- The physical facilities made available to the contractor under this contract shall only be used by the contractor during regular County business hours.
- Any modifications to the cafeteria space must be approved by Jefferson County due to historical purposes.
- Menu pricing changes must be approved by the County.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. This will include the plan for making the Courthouse Café successful and sustainable.

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. Cafeteria Food Service

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 42 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 42 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. This includes all information required 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. This is the implementation plan that will be used in making the Courthouse Café successful and sustainable.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar food 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. FOOD SERVICE OFFERINGS – 25%

This refers to the food service menus of the proposer. A variety of food choices must be on the proposed menu including healthy options.

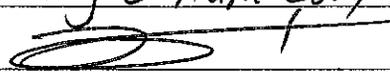
e. PROPOSED LEASE AMOUNT – 10%

This is the proposed lease amount. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

COST PROPOSAL FORM

Using this form, each Proposer must state its proposed lease amount. Cost will be a factor in the County's selection process.

Proposed monthly lease amount	\$ 750
Name of Proposer:	Honey B Ham Co. / Todd Slaughter
Signature:	
Title:	owner

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-056/MR) Re-Bid Cafeteria Services for Jefferson County

Proposer's Company/Business Name: Honey B Ham Co

Proposer's TAX ID Number: 3-20871-8474-6

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

Contact Person: Todd Slaughter Title: Owner

Phone Number (with area code): (713) 539-5183

Alternate Phone Number if available (with area code): 409-860-3151

Fax Number (with area code): 409-860-3531

Email Address: todd@honeybhamco.com

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

6385 Calder Ave #A

Address: Beaumont TX 77707

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.

Honey B Ham Co.
RFP Respondent (Entity Name)


Signature

6385 Calder Ave #A
Street & Mailing Address

Todd Slaughter
Print Name

Beaumont TX 77707
City, State & Zip

09-26-23
Date Signed

409 860 3151
Telephone Number

409-860-3531
Fax Number

todd@honeybhamco.com
E-mail Address

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

CERTIFICATION REGARDING LOBBYING

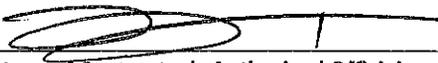
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

 _____ Signature of Contractor's Authorized Official
<i>Todd Slaughter, Owner</i> _____ Name and Title of Contractor's Authorized Official (Please Print)
<i>09-26-2023</i> _____ Date

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

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

Disclosure of Lobbying Activities

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

Type of Federal Action: _____ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: _____ a. bid/offer/application b. initial award c. post-award	Report Type: _____ a. initial filing b. material change
Name and Address of Reporting Entity: _____ Prime _____ Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Todd Slaughter</u> Title: <u>Owner</u> Telephone No.: <u>409 860 3156</u> Date: <u>9/20/23</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

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

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

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

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

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

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

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

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

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

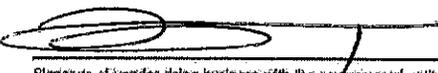
(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

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

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

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<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>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 2em; margin-left: 100px;">MIA</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center; margin-left: 100px;">_____</p> <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, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  <small>Signature of vendor doing business with the governmental entity</small> </div> <div style="text-align: center;"> <p style="font-size: 1.5em; margin: 0;">9/20/23</p> <small>Date</small> </div> </div>		

Adopted 8/7/2015

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

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

Todd Slaughter
Printed Name of Authorized Representative

[Signature]
Signature

Owner
Title

09-20-2023
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: _____

Todd Slaughter _____ 9-20-23
Printed Name of Contractor Representative Signature of Representative Date

Printed Name of HUB Signature of Representative Date

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

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

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

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

Page 1 of 4

This information must be submitted with your proposal.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity):

NA

Address:

Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____

Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

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

Page 3 of 4

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

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

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

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

NA

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Todd Slaughter

Title: _____

Signature: [Signature]

Date: 9-20-23

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 Honey B Ham Co [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.):	88 4288699
Company Name submitting bid/proposal/response:	Honey B Ham Co.
Mailing address:	6385 Calder Ave #A Beaumont Tx 77707
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**
None	

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

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

HOUSE BILL 89 VERIFICATION

I, Honey B Ham, 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.

[Handwritten signature]
Signature of Company Representative

4-20-23
Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Honey B Ham Company
Company Name

RFP 23-056/MR
IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

Honey B Harn Company
NAME OF BUSINESS

BY: Todd Slaughter
SIGNATURE

Todd Slaughter, Owner
NAME & TITLE, TYPED OR PRINTED

6385 Calder Ave #D
MAILING ADDRESS

Beaumont TX 77707
CITY, STATE, ZIP CODE

409 860 3151
TELEPHONE NUMBER

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

Notary Public

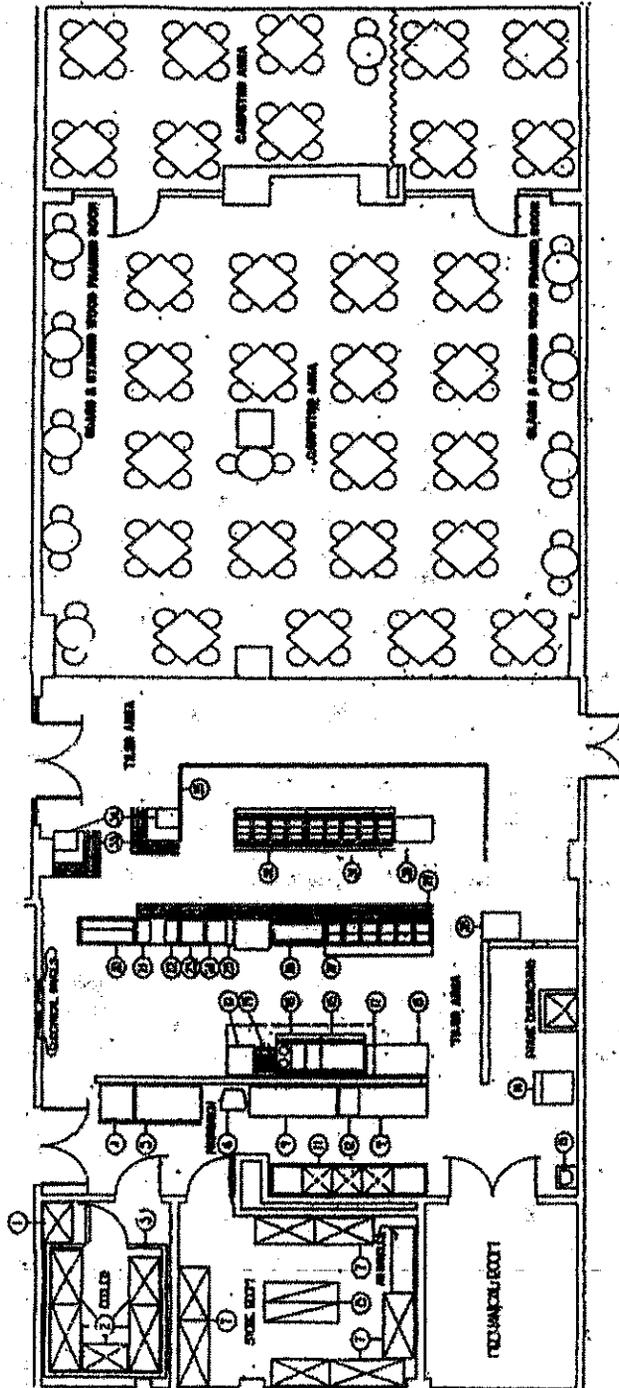
State of _____

My Commission Expires: _____

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

ATTACHMENT A

FLOOR PLAN



JEFFERSON COUNTY COURTHOUSE
CAFETERIA FLOOR PLAN

ATTACHMENT B

Daily Restaurant Cleaning Checklist Date: _____

Daily Front-of-House Cleaning Checklist:

- Wipe down the walls if necessary
- Sanitize the tables
- Inspect and wipe down the condiments and salt and pepper shakers
- Wipe down all the counters
- Clean the seats and benches
- Run cloth napkins, tablecloths, and wait staff aprons through the washing machine
- Vacuum the carpets
- Take out the trash and recycling
- Clean the interior and exterior of all the trash and recycling bins
- Sweep and mop the floors
- Clean and sanitize your bathrooms by:
 - Disinfecting the toilets
 - Wiping down the sinks
 - Emptying out feminine hygiene product bags
 - Taking out the trash
 - Sweeping and mopping the floors

Daily Back-of-House Cleaning Checklist:

- Wipe down the walls wherever there are splashes
- Clean the grill, griddle, range, flattop, and fryer. Make sure to get underneath the equipment, too
- Change the foil lining on top of the ranges, grills, and flattops
- Wipe down other equipment, such as coffee makers, microwaves, toasters, and meat slicers
- Disinfect prep area surfaces
- Clean beverage dispenser heads in the soda fountains. Bars should clean the tips of the soda guns
- Wash utensils, smallwares, flatware, and glassware and let them air dry overnight
- Clean the sinks
- Wash rags, towels, aprons, and uniforms in the washing machine
- Refill soap dispensers and replace empty paper towel rolls
- Sweep walk-in refrigerators and storage areas
- Take out the trash and recycling
- Disinfect the waste disposal area and clean the trash cans
- Sweep and mop the floors

Weekly and Monthly Restaurant Cleaning Checklist:

Weekly Front-of-House Cleaning Checklist:

- Dust and wipe down the light fixtures
- Disinfect the door handles
- Wash glass windows and doors

Monthly Front-of-House Cleaning Checklist:

- Dust any decorations or wall art
- Wash the walls
- Check the ceiling for cobwebs

Weekly Back-of-House Cleaning Checklist:

- Clean the ovens, including the walls, door, and racks
- Wash and sanitize the walk-in refrigerators and freezers
- Delime the sinks and faucets
- Clean any anti-fatigue mats
- Boil out the deep fryer
- Use drain cleaner on the floors

Monthly Back-of-House Cleaning Checklist:

- Wash behind the hot line to prevent clogs
- Clean refrigerator coils to remove dust
- Run cleaning and sanitizing chemicals through the coffee or espresso machine to remove built-up grime
- Empty grease traps
- Clean out and sanitize the ice machine (every 6 months)
- Wash walls and ceiling to remove grease buildup
- Clean and sanitize the freezer
- Wash vent hoods (every few months)
- Replace pest traps

Notes:

Employee Signature:

Supervisor Signature:

ATTACHMENT C



Best Management Practices Fats, Oils, and Grease (FOG) Control Program

Fats:

Fats are solid at room temperature; butter, shortening, margarine, peanut butter, meat trimmings, uncooked poultry skins, and dairy.

Oils:

Oils are liquid at room temperature; vegetable, canola, corn, and cooking oils.

Grease:

Grease turns to liquid during cooking but solidifies when cooled; gravy, mayonnaise, melted meat fat, bacon, sausage, boiled poultry skin, and salad dressings.

Consequences of Improper FOG Disposal:

- Rancid odors
- Sewage overflow into businesses, yards, parks, and public streets due to clogged pipes
- Expensive cleanup, repair, and replacement of damaged property. Property owners are responsible for all pipes from their building out to the main line.
- Potential contact with microorganisms that can cause gastroenteritis and hepatitis

Inside the kitchen:

- Service and clean grease retention device on a regular basis.
- Educate staff on FOG management and requirements.
- Post "NO GREASE" signs above kitchen sinks and drains.
- "Dry wipe" all pots, pans, plates, and utensils before washing.
- Keep a Spill Kit in the kitchen that consists of material like kitty litter or absorbent pads.
- Dispose of food waste by recycling and/or solid waste removal.
- Routinely clean kitchen exhaust system filters and hoods.
- Install removable screens on kitchen drains with openings no bigger than 3/16in, clean frequently.
- Never put eggshells, coffee grounds, or kitty litter down the drain or in the toilet.

In the event of a FOG spill

- Begin cleanup immediately.
- Never use detergents or degreasers.
- Seal off any nearby storm drains.
- If the spill is unmanageable, contact a clean-up contractor and the appropriate agency.
- Never wash the spill or clean-up materials into the street or storm drains.
- Dispose of clean-up materials into a garbage bag.

*The café will also utilize disposable products (take-away packaging) to serve food in eliminating the need to wash customer dishes.

Owner/Kitchen Manager

Date

ATTACHMENT D

Conditional or Food Employee Reporting Agreement

The purpose of this agreement is to inform conditional employees or food employees of their responsibility to notify the person in charge when they experience any of the conditions listed so that the person in charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:

Any Onset of the Following Symptoms, Either While at Work or Outside of Work, Including the Date of Onset

1. Diarrhea
2. Vomiting
3. Jaundice
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part, or other body part and the cuts, wounds, or lesions are not properly covered (such as boils and infected wounds, however small)

Future Medical Diagnosis:

Whenever diagnosed as being ill with norovirus, typhoid fever (*Salmonella* Typhi), shigellosis (*Shigella* spp. infection), *Escherichia coli* O157:H7 or other EHEC/STEC infection, or hepatitis A (hepatitis A virus infection)

Future Exposure to Foodborne Pathogens:

1. Exposure to or suspicion of causing any confirmed disease outbreak of norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other EHEC/STEC infection, or hepatitis A.
2. A household member diagnosed with norovirus, typhoid fever, shigellosis, illness due to EHEC/STEC, or hepatitis A.
3. A household member attending or working in a setting experiencing a confirmed disease outbreak of norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other EHEC/STEC infection, or hepatitis A.

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with:

1. Reporting requirements specified above involving symptoms, diagnoses, and exposure specified;
2. Work restrictions or exclusions that are imposed upon me; and
3. Good hygienic practices.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve actions against me.

Signature of Conditional or Food Employee _____

Conditional or Food Employee Name (please print) _____

Date _____

Signature of License Holder or Person-in Charge _____

Signature acknowledges responsibility of reporting, restricting, and excluding ill employees as required by law.

License Holder or Person-in-Charge Name (please print) _____

Date _____

Honey B

COURTHOUSE CAFE

RE: PROMOTIONAL ADVERTISING PLAN

HONEY B HAM COMPANY HAS BEEN A STAPLE IN BEAUMONT AND THE SURROUNDING COMMUNITIES FOR OVER 40 YEARS. WE PRIDE OURSELVES ON SERVING FRESH HOMEMADE DELI SANDWICHES, SALADS, SOUPS, GUMBO, AND DESSERTS!

WHILE WORD OF MOUTH IS VERY IMPORTANT TO ANY BUSINESS, WE RELY ON SOCIAL MEDIA AS WELL. OUR IN HOUSE GRAPHICS DESIGNER, CARLY NATION COORDINATES DAILY POSTS, SPECIALS AND PROMOTIONS FOR HONEY B HAM.

HONEY B HAM CAN PROVIDE CATERED LUNCH TRAYS, SALADS AND DESSERTS FOR ANY MEETING WITHIN THE COURTHOUSE IF NEEDED.

WE WOULD ADD THE HONEY B COURTHOUSE CAFE LOCATION TO OUR WEBSITE AS WELL AS TO OUR DELIVERY AND TO GO MENU TO BETTER SERVE NOT ONLY THE GUESTS AND EMPLOYEES OF JEFFERSON COUNTY COURTHOUSE BUT ALSO THE WHOLE OF DOWNTOWN BEAUMONT.

WE ARE ALSO LAUNCHING A DAILY EMAIL BLAST PROGRAM TO INCLUDE SPECIALS OF THE DAY FOR HONEY B HAM. THIS WOULD INCLUDE ANY EMPLOYEE OF JEFFERSON COUNTY THAT SIGNS UP TO RECEIVE THE DAILY SPECIAL NOTICES.

WE ARE ALWAYS SEARCHING FOR WAYS TO BE MORE VISIBLE IN THE COMMUNITY AND TO EXPAND OUR BUSINESS. I'M SURE WE WILL TRY OTHER PROMOTIONAL AVENUES AS WE CONTINUE TO GROW HONEY B HAM.

IF I MAY ANSWER ANY FURTHER QUESTIONS, PLEASE REACH OUT.

**TODD SLAUGHTER,
HONEY B HAM CO
(409) 860-3151
TODD@HONEYBHAMCO.COM**

WWW.HONEYBHAMCO.COM

Honey B

COURTHOUSE CAFE

RE: STAFFING PLAN

THE PROPOSED STAFFING PLAN FOR HONEY B COURTHOUSE CAFE WOULD INCLUDE FIVE (5) FULL TIME EMPLOYEES MONDAY THROUGH FRIDAY FROM 7:00am - 3:30pm.

THIS PLAN IS SUBJECT TO CHANGE AS BUSINESS PATTERNS DEVELOP AND OUR STAFFING ADJUSTS TO ACCOMMODATE THESE PATTERNS.

**TODD SLAUGHTER,
HONEY B HAM CO
(409) 860-3151
TODD@HONEYBHAMCO.COM**

WWW.HONEYBHAMCO.COM

September 20th, 2023

Rec'd
9-20-23
10:56 am

Honey B Keepers LLC dba
Honey B Ham Company
6385 Calder Ave Ste A
Beaumont TX, 77706

MA

Re: Bid For Contract RFP 23-056/MR

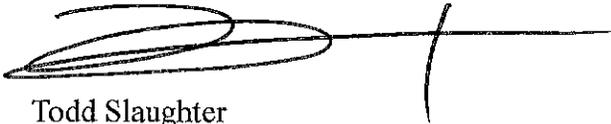
To Whom it May Concern,

Please review the attached submission for the contract for cafeteria services for Jefferson County. At the time we realized the contract was up for bid we had 3 hours to submit a proposal. Our package is not complete but we are available to provide any additional information required for the selection process.

The menus submitted with the proposal reflect our current menu and should we be rewarded the contract we would add a breakfast menu for review.

Honey B Ham has been a staple in the Beaumont community and surrounding counties for over 40 years. We would love the opportunity to provide our services to the Jefferson county employees and the downtown area.

Respectfully submitted,



Todd Slaughter
(713) 539-5183
todd@honeybhamco.com

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Retailers: A seller may NOT accept a copy of this permit in lieu of a properly completed exemption or resale certificate. A certificate is necessary to document why tax is not collected on a sale.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

HONEY B KEEPERS, LLC

HONEY B HAM CO
6385 CALDER AVE
BEAUMONT
JEFFERSON COUNTY

TX 77706-6167

Type of permit	SALES AND USE TAX
Taxpayer number	3-20871-8474-6
Location number	00001
First business date of location	12/01/2022

NAICS: 722513 Limited-Service Restaurants

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: BEAUMONT EFF: 12/01/2022
COUNTY: JEFFERSON EFF: 12/01/2022


Glenn Hegar
Comptroller of Public Accounts

You may need to collect sales and/or use tax for other local taxing authorities depending on your type of business.
For additional information, see "Collecting Local Sales and Use Tax" section on the back of this document.
If you have any questions regarding sales tax, visit our website at www.comptroller.texas.gov or call us at 1-800-252-5555.

Detach here and prominently display your permit only. Retain the portion below for your records.

Is the Information Printed on this Permit Correct?

The information printed on your permit is public information. It must be accurate and current. If there is an error, make corrections on the form below. Enter the correct information for incorrect items only. Detach the form and mail it to:

Comptroller of Public Accounts
111 E. 17th Street
Austin, TX 78774-0100

More helpful information about your permit is on the back of this document.

Texas Sales and Use Tax Permit Corrections Form

Taxpayer name shown on the permit HONEY B KEEPERS, LLC		If you need to make changes to your local sales tax authorities or to the NAICS code printed on your permit, see information on the back of this form.	
Taxpayer number shown on the permit 32087184746	Location number shown on the permit 00001		
Correct business location name •			
Correct business location (no P.O. Box or directions accepted) •			
City	State	ZIP code	County
Correct taxpayer name •		Daytime phone (Area code and number)	
Correct mailing address •			
City	State	ZIP code	Federal Employer Identification Number
If you are no longer in business, enter the date of your last business transaction. _____			
sign here Taxpayer or authorized agent		Date	



000000836

Honey B

COURTHOUSE CAFE

PROPOSED BREAKFAST MENU

WWW.HONEYBHAMCO.COM

COFFEE	\$2.00
MILK (WHOLE, 2%, OR CHOCOLATE)	\$2.50
JUICE (APPLE OR ORANGE)	\$2.50
FOUNTAIN DRINK (COCA COLA PRODUCTS)	\$2.50
TEA (SWEET, UNSWEET, OR FLAVORED)	\$2.50
BOTTLED WATER	\$2.00
ENERGY DRINKS (ASSORTED)	\$3.95

MUFFINS: **\$2.95**

CHOICE OF ORANGE CRANBERRY, BLUEBERRY CRUMBLE, BANANA NUT, OR CARROT RAISIN

CHOCOLATE CROISSANT WITH ICING DIP: **\$2.95**

MIXED FRUIT CUP 8oz: **\$2.95**

FRESH CUT BANANAS, ORANGES, APPLES, GRAPES, AND PINEAPPLE

MIXED MELON CUP (SEASONAL) 8oz: **\$2.95**

FRESH CUT CANTALOUPE, HONEYDEW, AND WATERMELON

WHOLE FRESH FRUIT: **\$2.00**

CHOICE OF BANANA, ORANGE, APPLE OR SEASONAL FRUIT OFFERING

YOGURT CUP: 6oz **\$2.95**

CHOICE OF PEACH, CHERRY, STRAWBERRY BANANA, BLUEBERRY, OR PLAIN

YOGURT PARFAIT: 8oz **\$3.95**

DELICIOUS VANILLA YOGURT LAYERED WITH BLUEBERRIES AND GRANOLA

HONEY B LITE BREAKFAST: **\$4.95**

COTTAGE CHEESE, PEACH HALVES, HARD BOILED EGG AND WHITE OR WHEAT TOAST.

HONEY B AND G: **(SINGLE) \$4.95 (DOUBLE) \$7.95**

FRESH BAKED BUTTERMILK BISCUIT TOPPED WITH HOMEMADE SAUSAGE GRAVY

EVERYTHING AVOCADO SMASHED TOAST: **\$4.95**

2 SLICES OF WHITE OR WHEAT TOAST TOPPED WITH FRESH AVOCADO, TOMATO, AND EVERYTHING BAGEL SEASONING

HONEY B BREAKFAST BOWL: **\$7.95**

LARGE HASHBROWNS WITH TWO SLICES OF MELTED CHEDDAR CHEESE TOPPED WITH TWO SCRAMBLED EGGS AND SMOTHERED WITH HOMEMADE SAUSAGE GRAVY. SERVED WITH BUTTERMILK BISCUIT, WHITE OR WHEAT TOAST.

Honey B

COURTHOUSE CAFE

HONEY B BREAKFAST CROISSANT: \$7.95

FRESH TOASTED BUTTER CROISSANT TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE.

HONEY B BREAKFAST BISCUIT: \$7.95

FRESH BUTTERMILK BISCUIT TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE.

HONEY B BREAKFAST SANDWICH: \$7.95

CHOICE OF SWEET OR JALAPENO SOURDOUGH BUN, WHITE OR WHEAT TOAST TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE.

HONEY B BREAKFAST BAGEL: \$7.95

FRESH TOASTED BAGEL TOPPED WITH EGG, CHOICE OF BACON, SAUSAGE OR HAM, AND CHOICE OF AMERICAN, CHEDDAR, SWISS OR PEPPERJACK CHEESE. SERVED WITH HASHBROWN POTATO CAKE.

HONEY B BLT: \$8.00

CRISP BACON, LETTUCE AND TOMATO WITH MAYO ON WHITE OR WHEAT TOAST. ADD EGG \$1.00

HONEY B HAMMY: \$7.95

HONEY B HAM AND SCRAMBLED EGG SANDWICH, WITH SWISS OR AMERICAN CHEESE ON SWEET OR JALAPENO SOURDOUGH BUN. SERVED WITH HASHBROWN POTATO CAKE.

THE BIG B: \$8.95

SCRAMBLED EGGS, SAUSAGE, BACON, HAM AND CHEDDAR CHEESE ON TOASTED SWEET OR JALAPENO SOURDOUGH BUN. SERVED WITH HASHBROWN POTATO CAKE.

HONEY B BIG BREAKFAST: \$8.95

2 EGGS, SCRAMBLED OR COOKED TO ORDER, CHOICE OF BACON, SAUSAGE, OR HAM, BREAKFAST CASSEROLE OR HASHBROWN POTATO CAKE AND FRESH SLICED ROMA TOMATO. SERVED WITH CHOICE OF CROISSANT, BISCUIT, WHITE OR WHEAT TOAST.

SIDES:

TOASTED BAGEL WITH CREAM CHEESE	\$3.95	HASHBROWN POTATO CAKE	\$1.95
WHITE OR WHEAT TOAST, 2 SLICES	\$1.95	HASHBROWN CASSEROLE	\$2.95
FRESH BUTTERMILK BISCUITS, 2	\$1.95	SAUSAGE GRAVY, 8oz	\$2.95
BACON, 4 STRIPS	\$2.95	ASSORTED CEREAL/GRANOLA BAR	\$2.00



Honey B Ham Company

Garden Fresh Salads

- Honey B Chef Salad** **\$8.95**
Ham, Turkey, Tomatoes, Carrots, Cucumbers, Green Onions, Hardboiled Eggs, Cheddar Cheese & Homemade Croutons on a bed of Crisp Iceberg Lettuce and Spinach mix.
- Honey B House Salad** **\$7.50**
Fresh Tomatoes, Carrots, Cucumbers, Green Onions, Cheddar Cheese & Homemade Crouton on a bed of Crisp Iceberg Lettuce and Spinach mix.
- Honey B-Lite** **\$8.95**
Choice of our house recipe Chicken, Tuna, Ham or Egg salad paired with sliced Roma Tomatoes Peach Halves and Cottage Cheese.
- Honey B Caprese** **\$8.50**
Fresh Spinach, Roma Tomato, Red Onion, And Sliced Mozzarella Cheese Topped With Balsamic Glaze

Choice of Salad Dressing: Italian, Ranch, Blue Cheese, Thousand Island, Honey Mustard, Parmesan Peppercorn, Balsamic Vinaigrette, Fat Free Ranch, Fat Free Italian

Soups & Gumbo

- Chicken & Sausage Gumbo** **12oz. \$8.50 16oz. \$9.95**
Our famous house recipe dark roux Chicken & Sausage Gumbo Served with Steamed Rice.
- Chicken Tortilla Soup** **12oz. \$8.50 16oz. \$9.95**
- Vegetable Soup** **9-Bean Soup** **Tomato Basil Soup**
- Split Pea Soup** **Potato Soup** **12oz. \$6.50 16oz. \$7.95**

Sides, Sweets & Sips

- Fruit Cup** **\$2.95** Carrot or Chocolate Cake
- Peach Halves** **\$2.25** Chocolate Oatmeal Cookie
- Potato Salad** **\$1.95** Cherry Delight
- Cottage Cheese** **\$2.25** Berry Miscato Tiramisu
- Steamed Rice** **\$1.50** Assorted Cookies
- Assorted Chips** **\$1.50** Chocolate Chip Walnut, Oatmeal Raisin, Lays Original, BBQ, Sour Cream & Onion, White Chocolate Macadamia Nut
- Baked Lays Original, BBQ, Sour Cream & Onion, Assorted Muffins** **\$3.95**
- Miss Vickies Jalapeno, Smoke-House BBQ, Sea Salt, Carrot Raisin, Blueberry Crumble, Doritos, Fritos, Cheetos, Baked Cheetos** **\$8.95** Banana Nut, Orange Cranberry

Fountain Drinks:

Coke, Coke Zero, Diet Coke, Sprite, Dr. Pepper, Diet Dr. Pepper, Root Beer, Lemonade

Fresh Brewed Tea:

Unsweet Tea, Sweet Tea, Peach Tea, Strawberry Tea

Bottled Drinks:

Ozarka Water, Apple Juice, Orange Juice

Sandwiches

All sandwiches are prepared as described below unless requested otherwise

Choice of Cheese:

American, Cheddar, Ghost Pepper, Mozzarella, Pepperjack, Provolone or Swiss Cheese

Choice of Bread:

White or Wheat Bread, Croissant, French Baguette, Ciabatta Bun, Sweet Sourdough Bun ~ White, Wheat or Jalapeno

- The Honey B Spiral** **\$10.75**
Spiral Glazed Ham, Lettuce, Tomato, Pickle, Mayo and Mustard with choice of Cheese and Bread.
- Ham & Cheese** **\$9.00**
Thin Deli Honey Ham, Lettuce, Tomato, Pickle, Mayo and Mustard with choice of Cheese and Bread.
- Turkey & Cheese** **\$9.00**
Turkey Breast, Lettuce, Tomato, Pickle, Mayo and Mustard with choice of Cheese and Bread.
- The Classic BLT** **\$8.00**
Crisp Bacon, Lettuce, Tomato and Mayo with choice of Bread.
- Honey B Club** **\$9.50**
Ham, Turkey and Bacon with Lettuce, Tomato and Mayo with choice of Cheese and Bread.
- The Southwest** **\$9.50**
Turkey, Buffalo Chicken Breast or Roast Beef with Bacon, Lettuce, Tomato, Guacamole, Chipotle Mayo and Pepperjack Cheese on Jalapeno Bun.
- The Honey B Philly** **\$9.50**
Roast Beef Or Chicken Breast with Sautéed Peppers, Onions and Provolone Cheese on a toasted French Baguette Served with a side of Au Jus or Marinara.
- The Honey B Roaster** **\$9.50**
Oven Roasted Chicken Breast, Lettuce, Tomato Pickle, Red Onion, Mayo, Mustard with choice of Cheese on Sweet Sourdough Bun.
- Beef And Swiss** **\$9.50**
Premium Center Cut Roast Beef, Lettuce Tomato, Red Onion, Mayo & Spicy Brown Mustard with Swiss on a Toasted French Baguette
- The Italian** **\$9.50**
Ham, Turkey or both with melted Provolone and Homemade Olive Relish on toasted French Bread.
- Ole Po Boy** **\$9.50**
Ham or Turkey with Lettuce, Tomato, Pickles, Mayo, Mustard and Cheese on French Bread.
- The Caprese** **\$9.50**
BelGioioso Mozzarella, Balsamic marinated Roma Tomatoes and fresh Spinach on Ciabatta Bread.
- Honey B Ham Salad** **\$8.00**
House recipe Ham Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Honey B Chicken Salad** **\$8.00**
House recipe Chicken Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Honey B Tuna Salad** **\$8.00**
House recipe Tuna Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Honey B Egg Salad** **\$8.00**
House recipe Egg Salad with Lettuce, Tomato and Mayo on your choice of Bread.
- Pimento Cheese** **\$8.00**
House recipe Pimento Cheese with Lettuce, Tomato and Mayo on your choice of Bread.

Honey B Ham...

Celebrating 40 years serving Beaumont and surrounding communities our fresh homemade deli sandwiches, salads, soups, gumbo, and desserts - as well as our delicious honey glazed spiral hams and smoked turkeys!
Order now for pick up or delivery.
Give us a call or visit us at
www.honeybhamco.com
To place your ham and turkey orders!

For delivery visit our website or download the Gubers of SETX app!



Phelan Blvd.

Calder Ave.

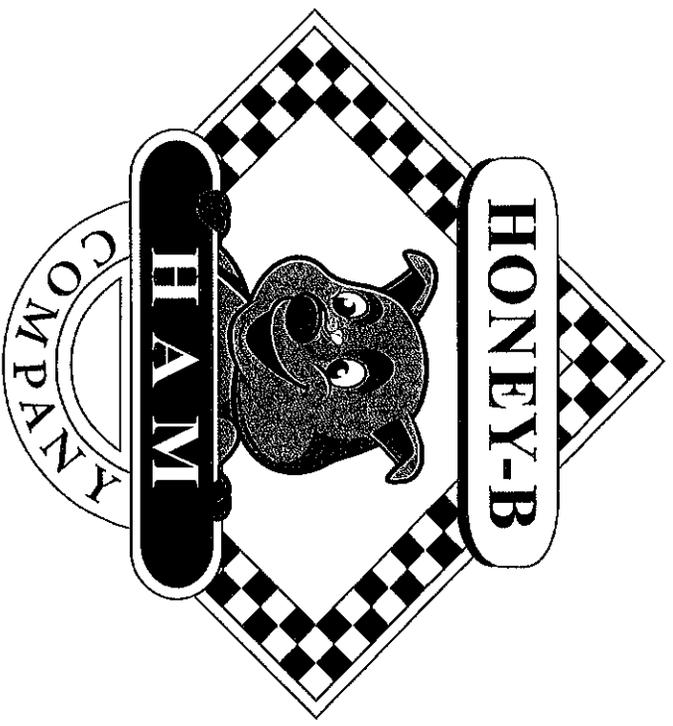
Dowlen Rd.

Wenue of the Oaks

Longwood Ln

Dr.

Ave.



Honey B Ham Co.

*"Home of the Original Fire Crusted,
Spiral Cut, Honey Glazed Ham"*

385 Calder Ave. Beaumont, Tx 77706

P: (409)860-3151 F: (409)860-3531

Monday - Saturday
10am-5pm



@Honeybhamcompany

www.honeybhamco.com



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Request for Proposal

August 15, 2023

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 23-056/MR), **Re-Bid Cafeteria Services for Jefferson County**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.

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

To arrange a site visit, contact Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us.

PROPOSAL NAME: Re-Bid Cafeteria Services for Jefferson County
PROPOSAL NUMBER: RFP 23-056/MR
DUE DATE/TIME: 11:00 AM CT, Wednesday, September 20, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
1149 Pearl Street, 1st Floor
Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
August 16, 2023 & August 23, 2023

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PROPOSAL SUBMITTAL CHECKLIST

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

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

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

Proposer shall check each box indicating compliance.

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

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

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

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

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

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. **YOUR FIRM NAME HERE**		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. **JEFFERSON COUNTY, TEXAS*			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. **BID/CONTRACT/PO NUMBER GOES HERE**			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	<input type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
NAME OF PERSON/PERSONS THAT OWN BUSINESS GOES HERE. MUST LIST ANY PERSON THAT DOES NOT WORK FOR THE COMPANY LISTED IN #1 THAT WILL PROFIT FROM THE BID/CONTRACT/PO			
5		Check only if there is NO Interested Party. <input type="checkbox"/>	
UNSWORN DECLARATION		Vendor is to complete #6 - Unsworn Declaration	
My name is _____ and my date of birth is _____		**ONLY CHECK IF NO CONTROLLING OR INTERMEDIARY PARTY**	
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			

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further (RFP 23-056/MR) Re-Bid Cafeteria Services for Jefferson County

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
<p>>\$10,000</p>	<p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under <u>41 CFR Part 60</u>, all contracts that meet the definition of "federally assisted construction contract" in <u>41 CFR Part 60-1.3</u> must include the equal opportunity clause provided under <u>41 CFR 60-1.4(b)</u>, in accordance with Executive Order 11246, "Equal Employment Opportunity" (<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 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>(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>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	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 (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p>	

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

	<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> <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>	2 CFR 200.334

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, September 20, 2023.

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

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

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2023):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

Due to the nature of this RFP, there will not be a Pre-Proposal Conference. If you would like to schedule a site visit, please contact Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at deb.clark@jeffcotx.us.

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, September 8, 2023.

3.4 TENTATIVE SCHEDULE OF EVENTS

August 15, 2023	Issuance of Request for Proposal
September 20, 2023	Deadline Submission (late proposals will not be considered)
September 22, 2023	Proposals distributed to Evaluation Committee
September 29, 2023	Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
October 3, 2023	If Applicable: Conduct Interview/Best and Final Offer/Short List
October 10, 2023	Recommendation for Award

Please note:

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

SECTION 4. PROPOSAL FORMAT REQUIREMENTS

4.1 INTRODUCTION TO PROPOSAL FORMAT REQUIREMENTS

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

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

4.2 ORGANIZATION OF PROPOSAL CONTENTS

Each proposal must be organized in the manner described below:

- A. Transmittal Letter
- B. Table of Contents
- C. Executive Summary
- D. Proposer Identifying Information
- E. Proposer Personnel and Organization
- F. Cost Proposal Form **(PAGE 42)**
- G. Copy of RFP Specifications and any Addenda in their entirety.
(Note: All forms should be completed, and any information requested should be inserted/included)

4.3 TRANSMITTAL LETTER

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

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

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

4.4 TABLE OF CONTENTS

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

4.5 EXECUTIVE SUMMARY

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

4.6 PROPOSER IDENTIFYING INFORMATION

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

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

4.7 PROPOSER'S PERSONNEL AND ORGANIZATION

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

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

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

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

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

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

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

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

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

SECTION 5. PROJECT OBJECTIVE AND SCOPE OF SERVICES

5.1 OBJECTIVE

Jefferson County seeks a Contractor to provide Cafeteria Services for Jefferson County Courthouse. The contractor shall occupy, staff and operate a café serving breakfast, lunch and break time offerings in a cafeteria style format within the space specified in Attachment A (floor plan). It is the intention of Jefferson County that the food and beverage service be of high quality. All food and beverage areas shall be kept clean, orderly and sanitary at all times and in strict accordance with all applicable food service establishment requirements, laws, ordinances, rules and regulations of this IFB. The successful contractor will pay Jefferson County a monthly lease. The cafeteria shall operate Monday through Friday, with the exception of County Holidays and Mandated Disaster Closures during the hours of/about 7:00 am – 3:30 pm. The current County Holidays are as follows (this is subject to change):

New Year's Day	Memorial Day	Thanksgiving Day
Martin Luther King, Jr. Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Eve
Good Friday	Veterans' Day	Christmas Day

5.2 BACKGROUND

Jefferson County has approximately 1200 full and part time employees. Members of the general public visiting the Courthouse are also available as a customer base. The existing 3,500 square foot cafeteria facility seats approximately 97 persons and is equipped with tables and chairs in the dining area. The kitchen/serving area is equipped with, but not limited to, basic modern commercial grade hardware for cooking, cooling and freezing, heating, baking, frying, mixing and washing. The cafeteria also has food preparation areas, cold and hot food serving lines, and seating areas. There are two conference rooms in the cafeteria area that the contractor can use.

5.3 REQUIRED INFORMATION

The following information shall be included in the offeror's proposal:

- Provide approach to making the Courthouse Café successful and approach to sustaining a versatile healthy and casual dining experience at a reasonable price.
- State any food service experience with a list of owned/operated food service establishments. Include time periods.
- Provide a versatile menu of items that the contractor will offer including pricing. The menu must include healthy food options (i.e. salads, grilled chicken, sandwiches). The sample menu must include full meal pricing as well as a la carte pricing. Breakfast, lunch and break time meals shall be included. Include proposed hours of operation. The following are the suggested time periods:
 - Breakfast: 7:00 am – 10:00 am
 - Break Time Snack: 10:00 am – 11:00 am and 1:30 pm – 3:30 pm
 - Lunch: 11:00 am – 1:30 pm
- Proposed monthly lease amount should be included on the Cost Proposal Form (page 42) of the RFP.
- Provide any additional information pertinent to the offeror's proposal.

5.4 RESPONSIBILITIES OF THE COUNTY

- Grant to the contractor for a stipulated period, subject to the contract requirements and conditions set herein, the right to establish, manage, and operate a cafeteria-type restaurant and snack bar within the County Courthouse and, in connection therewith, to prepare and sell food, non-alcoholic beverages, and other such products as the County may authorize.
- Approve any and all designs, furnishings, decorations, alterations, improvements, advertisements, etc. prior to any such action being taken by the contractor.
- Provide the cafeteria facility standard utilities at no charge to the contractor.
- Provide all preventative maintenance and repairs on all County owned equipment related to the cafeteria operation, including, but not limited to, refrigerators, freezers, ice machines, stoves, warmers, serving lines, etc. that are used directly by the cafeteria operation.
- Maintain all building systems (HVAC, electrical, structural, etc.)
- Pest control services for the cafeteria will be provided by the County.
- Jefferson County carries the responsibility to correct any repair of County structures or County equipment as a result of inspection violation by state and local authorized health department offices, fire department and other agencies relative to safety requirements.
- Jefferson County will complete a background check and issue identification badges to all employees of the Contractor. These identification badges must be worn at all times. It is the responsibility of the Contractor to notify the County of any termination or hire of employees.
- Jefferson County will issue keys to the Contractor for the Cafeteria area. It is the responsibility of the Contractor to report any lost or damaged keys to the County.

5.5 RESPONSIBILITIES OF THE CONTRACTOR - OPERATIONS

- Operate and manage, under the Contractor's name, a cafeteria type operation within the County Courthouse Cafeteria.
- Purchase, prepare and serve all cafeteria food items. Grilling and/or cooking of foods on site is desired. The menu offerings could be prepared off site and transported to the cafeteria; however, on-site is preferred. Food items prepared off-site must be prepared at a location and transported conforming to all food establishment and health department requirements of this Invitation for Bid. Breakfast, lunch and break food options must be provided. Meal service shall include dine-in and to-go orders.
- County is not responsible for any loss or damage resulting from a power failure, natural or man-made disaster.
- Provide all cookware, dishes and utensils need for food preparation and service.
- Provide all condiments, containers, plates, utensils, napkins and to-go containers for food service.

- Provide fountain drink dispensing machines and/or coolers.
- Contractor is responsible for maintaining their equipment.
- Ensure proper and adequate staffing to provide efficient services.
- Contractor shall comply with all laws (State and Federal), and local ordinances, as they may relate to employment practices.
- Proper food handling gloves and proper hair restraints are required.
- Provide all custodial and janitorial service to the cafeteria area during all normal hours of operation. Contractor will provide all cleaning supplies necessary to maintain the Courthouse Cafeteria. Trash must be removed daily.
- The business must be operated and maintained at all times in compliance with any and all applicable health and sanitary standards prescribed by Jefferson County Environmental Control. We have included a cleaning schedule as an example of our expectations and stewardship while leasing Jefferson County property. (Attachment B)
- Contractor will comply with Jefferson County Best Management Practices for Fats, Oil and Grease (FOG) Control Program. (Attachment C)
- Comply with FDA Code 2017 with the Texas Supplement.
- Contractor shall be responsible for all licenses and permits necessary to comply with all local, state and federal mandates pertaining to food service operations. The Food Permit is issued through Jefferson County Environmental Control.
- Contractor is responsible for correcting any violations issued by state and local authorized health department officials that do not pertain to the repair of County owned equipment or structures.
- Display all menu items and menu pricing. This includes meals, beverages and a la carte items. Make every effort to adhere to reasonable food cost ranges as submitted in the proposal. The pricing must be posted and displayed in a manner that is visible to all prospective patrons from a distance as well as close up. Menu board purchase shall be the responsibility of the Contractor and must be approved by the County.
- Contractor must accept cash, credit and debit cards as a method of payment for goods and services. All equipment and fees associated with credit and debit card transactions will be the responsibility of the Contractor. Any fees to be collected for any purchases when a credit or debit card is used must be approved by the County.
- Schedule outside vendors for conference room rental space in the cafeteria area and collect appropriate fees.

5.6 RESPONSIBILITIES OF THE CONTRACTOR – EMPLOYEES

- All employees must pass a background check through the County.
- Employees must wear their County issued Identification Badge at all times.
- Provide any and all employees insurances and/or benefits to its employees. The County assumes absolutely no responsibility pertaining thereto.

- Assume full and total responsibility and liability for all employees and operation of the Contractor.
- One licensed Food Manager is required. All other staff must have a Food Handler License. The training course must be accredited by the Texas Department of State Health Services (DSHS) or American National Standards Institute (ANSI).
- All employees must complete a Conditional or Food Employee Reporting Agreement. (Attachment D)
- Ensure employees are properly attired/uniformed when performing work assignments.

5.7 TERMS

- Contract Term: One (1) year from the date of award with an option to renew for four (4) additional one-year renewals.
- The monthly lease payment is due by the 5th of each month.
- The physical facilities made available to the contractor under this contract shall only be used by the contractor during regular County business hours.
- Any modifications to the cafeteria space must be approved by Jefferson County due to historical purposes.
- Menu pricing changes must be approved by the County.

SECTION 6. PROPOSAL REQUIREMENTS

6.1 OBJECTIVE OF PROPOSAL

Each proposal must include a detailed work plan that addresses how work for Jefferson County would be performed. It shall include detailed personnel assignments. A detailed description of major deliverables to be provided must also be included. This will include the plan for making the Courthouse Café successful and sustainable.

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. Cafeteria Food Service

6.4 LAWS AND REGULATIONS

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

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.2 COST PROPOSAL

The Proposer must utilize the form provided on **PAGE 42 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 42 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. This includes all information required 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. This is the implementation plan that will be used in making the Courthouse Café successful and sustainable.

c. PROPOSER QUALIFICATIONS – 25%

This refers to the overall qualifications of Proposer and its past experience in providing similar food 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. FOOD SERVICE OFFERINGS – 25%

This refers to the food service menus of the proposer. A variety of food choices must be on the proposed menu including healthy options.

e. PROPOSED LEASE AMOUNT – 10%

This is the proposed lease amount. While this will be an important factor, it will be considered as just one factor in the evaluation and selection process.

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

COST PROPOSAL FORM

Using this form, each Proposer must state its proposed lease amount. Cost will be a factor in the County's selection process.

Proposed monthly lease amount	\$
Name of Proposer:	
Signature:	
Title:	

REQUIRED FORM

Proposer:

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

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____

Title: _____

Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-056/MR) Re-Bid Cafeteria Services for Jefferson County

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

VENDOR REFERENCES FORM

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

REQUIRED FORM

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

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

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

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

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

Disclosure of Lobbying Activities

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

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

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

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

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

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

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

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

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

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

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

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

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
 - (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
 - (3) has a family relationship with a local government officer of that local governmental entity.
- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:
 - (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
 - (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or
- (2) the date the vendor becomes aware:
 - (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
 - (B) that the vendor has given one or more gifts described by Subsection (a); or
 - (C) of a family relationship with a local government officer.

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<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 colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> 						
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: small;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Name of Officer</p> <p style="font-size: small;">This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center; font-size: small;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center; margin-left: 200px;">_____</p> <p style="text-align: center; margin-left: 200px; font-size: small;">Date</p>						

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

Page 1 of 4

This information must be submitted with your proposal.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

REQUIRED FORM

Proposer:

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

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

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

REQUIRED FORM

Proposer:

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

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

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

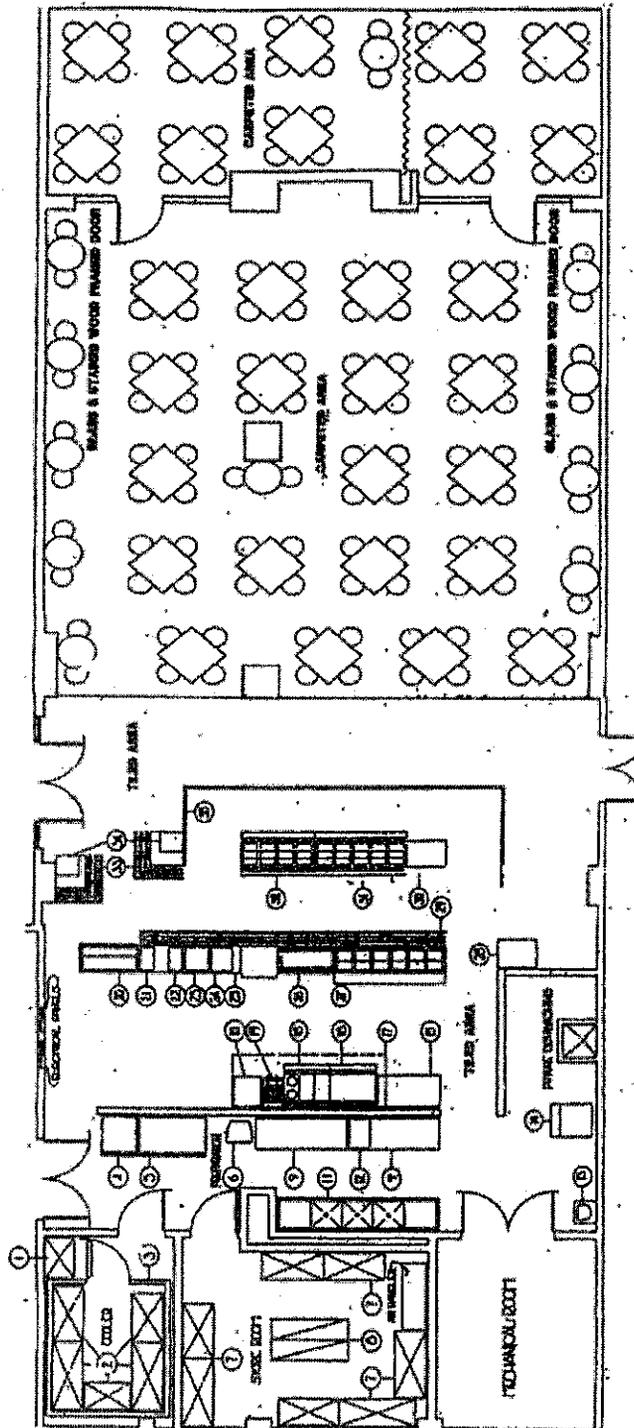
Notary Public

State of _____

My Commission Expires: _____

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

ATTACHMENT A
FLOOR PLAN



JEFFERSON COUNTY COURTHOUSE
CAFETERIA FLOOR PLAN

ATTACHMENT B

Daily Restaurant Cleaning Checklist

Date: _____

Daily Front-of-House Cleaning Checklist:

- Wipe down the walls if necessary
- Sanitize the tables
- Inspect and wipe down the condiments and salt and pepper shakers
- Wipe down all the counters
- Clean the seats and benches
- Run cloth napkins, tablecloths, and wait staff aprons through the washing machine
- Vacuum the carpets
- Take out the trash and recycling
- Clean the interior and exterior of all the trash and recycling bins
- Sweep and mop the floors
- Clean and sanitize your bathrooms by:
 - Disinfecting the toilets
 - Wiping down the sinks
 - Emptying out feminine hygiene product bags
 - Taking out the trash
 - Sweeping and mopping the floors

Daily Back-of-House Cleaning Checklist:

- Wipe down the walls wherever there are splashes
- Clean the grill, griddle, range, flattop, and fryer. Make sure to get underneath the equipment, too
- Change the foil lining on top of the ranges, grills, and flattops
- Wipe down other equipment, such as coffee makers, microwaves, toasters, and meat slicers
- Disinfect prep area surfaces
- Clean beverage dispenser heads in the soda fountains. Bars should clean the tips of the soda guns
- Wash utensils, smallwares, flatware, and glassware and let them air dry overnight
- Clean the sinks
- Wash rags, towels, aprons, and uniforms in the washing machine
- Refill soap dispensers and replace empty paper towel rolls
- Sweep walk-in refrigerators and storage areas
- Take out the trash and recycling
- Disinfect the waste disposal area and clean the trash cans
- Sweep and mop the floors

Weekly and Monthly Restaurant Cleaning Checklist:

Weekly Front-of-House Cleaning Checklist:

- Dust and wipe down the light fixtures
- Wash glass windows and doors
- Disinfect the door handles

Monthly Front-of-House Cleaning Checklist:

- Dust any decorations or wall art
- Check the ceiling for cobwebs
- Wash the walls

Weekly Back-of-House Cleaning Checklist:

- Clean the ovens, including the walls, door, and racks
- Delime the sinks and faucets
- Boil out the deep fryer
- Wash and sanitize the walk-in refrigerators and freezers
- Clean any anti-fatigue mats
- Use drain cleaner on the floors

Monthly Back-of-House Cleaning Checklist:

- Wash behind the hot line to prevent clogs
- Run cleaning and sanitizing chemicals through the coffee or espresso machine to remove built-up grime
- Clean out and sanitize the ice machine (every 6 months)
- Clean and sanitize the freezer
- Clean refrigerator coils to remove dust
- Empty grease traps
- Wash walls and ceiling to remove grease buildup
- Wash vent hoods (every few months)
- Replace pest traps

Notes:

Employee Signature:

Supervisor Signature:

ATTACHMENT C



Best Management Practices Fats, Oils, and Grease (FOG) Control Program

Fats:

Fats are solid at room temperature; butter, shortening, margarine, peanut butter, meat trimmings, uncooked poultry skins, and dairy.

Oils:

Oils are liquid at room temperature; vegetable, canola, corn, and cooking oils.

Grease:

Grease turns to liquid during cooking but solidifies when cooled; gravy, mayonnaise, melted meat fat, bacon, sausage, boiled poultry skin, and salad dressings.

Consequences of Improper FOG Disposal:

- Rancid odors
- Sewage overflow into businesses, yards, parks, and public streets due to clogged pipes
- Expensive cleanup, repair, and replacement of damaged property. Property owners are responsible for all pipes from their building out to the main line.
- Potential contact with microorganisms that can cause gastroenteritis and hepatitis

Inside the kitchen:

- Service and clean grease retention device on a regular basis.
- Educate staff on FOG management and requirements.
- Post "NO GREASE" signs above kitchen sinks and drains.
- "Dry wipe" all pots, pans, plates, and utensils before washing.
- Keep a Spill Kit in the kitchen that consists of material like kitty litter or absorbent pads.
- Dispose of food waste by recycling and/or solid waste removal.
- Routinely clean kitchen exhaust system filters and hoods.
- Install removable screens on kitchen drains with openings no bigger than 3/16in, clean frequently.
- Never put eggshells, coffee grounds, or kitty litter down the drain or in the toilet.

In the event of a FOG spill

- Begin cleanup immediately.
- Never use detergents or degreasers.
- Seal off any nearby storm drains.
- If the spill is unmanageable, contact a clean-up contractor and the appropriate agency.
- Never wash the spill or clean-up materials into the street or storm drains.
- Dispose of clean-up materials into a garbage bag.

*The café will also utilize disposable products (take-away packaging) to serve food in eliminating the need to wash customer dishes.

Owner/Kitchen Manager

Date

ATTACHMENT D

Conditional or Food Employee Reporting Agreement

The purpose of this agreement is to inform conditional employees or food employees of their responsibility to notify the person in charge when they experience any of the conditions listed so that the person in charge can take appropriate steps to preclude the transmission of foodborne illness.

I AGREE TO REPORT TO THE PERSON IN CHARGE:

Any Onset of the Following Symptoms, Either While at Work or Outside of Work, Including the Date of Onset

1. Diarrhea
2. Vomiting
3. Jaundice
4. Sore throat with fever
5. Infected cuts or wounds, or lesions containing pus on the hand, wrist, an exposed body part, or other body part and the cuts, wounds, or lesions are not properly covered (such as boils and infected wounds, however small)

Future Medical Diagnosis:

Whenever diagnosed as being ill with norovirus, typhoid fever (*Salmonella* Typhi), shigellosis (*Shigella* spp. infection), *Escherichia coli* O157:H7 or other EHEC/STEC infection, or hepatitis A (hepatitis A virus infection)

Future Exposure to Foodborne Pathogens:

1. Exposure to or suspicion of causing any confirmed disease outbreak of norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other EHEC/STEC infection, or hepatitis A.
2. A household member diagnosed with norovirus, typhoid fever, shigellosis, illness due to EHEC/STEC, or hepatitis A.
3. A household member attending or working in a setting experiencing a confirmed disease outbreak of norovirus, typhoid fever, shigellosis, *E. coli* O157:H7 or other EHEC/STEC infection, or hepatitis A.

I have read (or had explained to me) and understand the requirements concerning my responsibilities under the Food Code and this agreement to comply with:

1. Reporting requirements specified above involving symptoms, diagnoses, and exposure specified;
2. Work restrictions or exclusions that are imposed upon me; and
3. Good hygienic practices.

I understand that failure to comply with the terms of this agreement could lead to action by the food establishment or the food regulatory authority that may jeopardize my employment and may involve actions against me.

Signature of Conditional or Food Employee _____
Conditional or Food Employee Name (please print) _____
Date _____

Signature of License Holder or Person-in Charge _____
Signature acknowledges responsibility of reporting, restricting, and excluding ill employees as required by law.

License Holder or Person-in-Charge Name (please print) _____
Date _____

CONTRACT: JEFFERSON COUNTY, TEXAS – REQUEST FOR PROPOSAL (RFP 23-066/JW)

PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

CONTRACT DOCUMENTS

This Contract Document Consists of:

LANGFORD COMMUNITY SERVICES, INC. GRANT ADMINISTRATION CONTRACT (PAGES 1-43), WITH:

-TEXAS GENERAL LAND OFFICE – SCOPE OF WORK (PAGES 25-43)

-ATTACHMENTS A-D (Listed Below, PAGES 44-150)

-EXHIBIT A (Listed Below, PAGES 151-201)

CONTRACT ATTACHMENTS:

ATTACHMENT A: Non-Exclusive List of Laws, Rules, and Regulations (PAGES 44-48)

ATTACHMENT B: Required Contract Provisions (Federal Used of Funds) (PAGES 49-53)

ATTACHMENT C: Jefferson County Request for Proposal Specifications (RFP 23-066/JW) (PAGES 54-100)

ATTACHMENT D: Contractor's RFP Response Submission (RFP 23-066/JW) (PAGES 101-150)

CONTRACT EXHIBIT:

EXHIBIT A: Additional Required Documentation and Contractor's Completed RFP Pages (PAGES 151-201)

**GRANT ADMINISTRATION SERVICES FOR MITIGATION SERVICES
UNDER THE U.S. DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM - RESILIENT COMMUNITIES PROGRAM (RCP)**

Jefferson County (the “Subrecipient”) and Langford Community Management Services, Tax Identification Number 74-2804904(“Provider”), each a “Party” and collectively, “the Parties,” enter into the following contract for grant administration services (the “Contract”) pursuant to Local Govt. Code 252 and 2 C.F.R. Part 200.

WHEREAS, the Subrecipient has applied for U.S. Department of Housing and Urban Development Community Development Block Grant – Mitigation (“CDBG-MIT”) funds, administered by the Texas General Land Office (“GLO”) for a Resilient Communities Program (RCP) Plan; and **(RFP 23-066/JW) Professional Grant Administration and Management.**

WHEREAS, the CDBG-MIT program is funded under the Housing and Urban Development, Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018, Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. No. 115-123.

NOW, THEREFORE, the Parties agree to the following terms and conditions:

I. DEFINITIONS / INTERPRETIVE PROVISIONS / PROJECT DESCRIPTION

1.01 DEFINITIONS

“Activity” means a defined class of works or services authorized to be accomplished using CDBG-MIT grant funds. Activities are specified in Subrecipient Budgets as ‘Category,’ and the terms are interchangeable under this Contract.

“Administrative and Audit Regulations” means the regulations included in Title 2, CFR, Part 200. Chapter 321 of the Texas Government Code; Subchapter F of Chapter 2155 of the Texas Government Code; and the requirements of Article VII herein. With regard to any federal funding, agencies with the necessary legal authority include: the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of Inspector General, and any of their authorized representatives. In addition, state agencies and/or designee’s with the authority to audit and inspect include, the Subrecipient, the GLO, the GLO’s contracted examiners, the State Auditor’s Office, the Texas Attorney General’s Office and the Texas Comptroller of Public Accounts.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the execution page, or incorporated by reference, as if physically.

“Amendment” means a written agreement, signed by the parties hereto, which documents alterations to the Contract.

“Benchmark” or “Billing Milestone” means a clearly defined set of incremental services that must be performed; or an interim level of accomplishment that must be met by Provider in order to receive periodic incremental and final reimbursement for services under this Contract.

“CDBG—MIT” means the Community Development Block Grant—Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“Certificate of Construction Completion” means a document submitted by an engineer or, if none, a construction contractor, to a Grantee which, when executed by the Grantee, indicates acceptance of the non-housing project, as built.

“Contract” means this entire document, along with any Attachments, both physical and incorporated by reference; and any Amendments.

“Contract Period” means the period of time between the effective date of a contract and its expiration or termination date.

“Deliverable” means a unit or increment of work to include, any item, report, data, document, photograph, or other submission required to be delivered under the terms of this Contract, in whatever form.

“Federal Assurances” means Standard Form 424B (Rev. 7-97) (non-construction projects); or Standard Form 424D (Rev. 7-97) (construction projects), in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Federal Certifications” means U.S. Department of Commerce Form CD-512 (12-04), “Certifications Regarding Lobbying – Lower Tier Covered Transactions,” also in **Attachment A**, attached hereto and incorporated herein for all purposes.

“Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“GAAP” means “Generally Accepted Accounting Principles.”

“GASB” means the Governmental Accounting Standards Board.

“General Affirmations” means the statements in **Attachment B**, attached hereto and incorporated herein for all purposes, which Provider affirms by executing this Contract.

“GLO” means the Texas General Land Office, its officers, employees, and designees.

“GLO-Vendor Contract” means the contract or contracts between the GLO and Provider procured through the Solicitation; such GLO-Vendor Contract is hereby incorporated herein by reference, for all purposes.

“Grant Administration Fee” means the amount to be paid to Provider for all services performed for a Subrecipient.

“HSP” means HUB Subcontracting Plan, as outlined by Chapter 2161 of the Texas Government Code.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“HUD” means the United States Department of Housing and Urban Development.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>

“Non-housing” refers to a project involving the restoration and/or repair of infrastructure facilities and the economic revitalization activities approved under a CDBG-MIT program grant.

“Project” means the grant administration services described in **SECTION 1.03** of this Contract and in any applicable Attachments.

“Project Completion Report” means a report containing an “as built” accounting of all projects completed under a CDBG-MIT non-housing or housing grant, and containing all information required to completely close out a grant file.

“Project Implementation Manual” means a set of guidelines for the CDBG-MIT RCP Program, incorporated herein by reference for all purposes in its entirety.

“Project Period” means the stated time for completion of a Project assigned by Work Order, if any.

“Prompt Pay Act” means Chapter 2251, Subtitle F of Title 10 of the Texas Government Code.

“Provider” means Langford Community Management Services selected to provide the services under this Contract, if any.

“Public Information Act” means Chapter 552 of the Texas Government Code.

“Monthly Report” means a document submitted by Provider to a Subrecipient for approval and submission to the GLO as a condition of reimbursement, as discussed in **SECTION 1.05** and **ARTICLE III**, below.

“Scope of Work” means Provider’s detailed scope of work hereby incorporated for all purposes as **Attachment C**.

“Setup” means documentation, submitted by a Subrecipient, necessary for the GLO to determine that housing sites meet minimum eligibility criteria, resulting in approval for the Subrecipient to move forward with the projects.

“Solicitation” means Subrecipient’s Request for Proposals, including any Addenda.

“Solicitation Response” means Provider’s full and complete response to the Solicitation, including any Addenda.

“Subcontractor” means an individual or business that signs a contract to perform part or all of the obligations of Provider under this Contract.

“Subrecipient Agreement” means the contractual agreement for a CDBG-MIT housing or non-housing grant between the GLO and the Subrecipient for which Provider performs services assigned by the Subrecipient, if any.

“Technical Guidance Letter or ‘TGL’” means an instruction, clarification, or interpretation of the requirements of the CDBG-MIT Program, issued by the GLO to specified recipients, applicable to specific subject matter, to which the addressed Program participants shall be subject.

1.02 INTERPRETIVE PROVISIONS

- (a) The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms;
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, attachment, work order, or schedule of this Contract unless otherwise specified;
- (c) The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent that such amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation;
- (d) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract;
- (e) All attachments within this Contract, including those incorporated by reference, and any amendments are considered part of the terms of this Contract;

- (f) This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each shall be performed in accordance with its terms;
- (g) Unless otherwise expressly provided, reference to any action of the Subrecipient or by the Subrecipient by way of consent, approval, or waiver shall be deemed modified by the phrase “in its/their sole discretion.” Notwithstanding the preceding sentence, any approval, consent, or waiver required by, or requested of, the Subrecipient shall not be unreasonably withheld or delayed;
- (h) Time is of the essence in this Contract.
- (i) In the event of conflicts or inconsistencies between this contract and its attachments, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: Signed Contract; Attachments to the Contract: Attachment A, Attachment B, Attachment C, Attachment D, ~~Attachment E~~ (Omitted by Contractor), Attachment F, and Attachment G; Solicitation Documents; and Provider’s Response to Solicitation.

1.03 PROJECT

Provider shall perform, or cause to be performed at the direction of the Subrecipient, in assistance to Subrecipient, comprehensive administration services necessary to facilitate activities or the mitigation program in areas affected under the CDBG—MIT RCP Program. Provider will assist the Subrecipient in fulfilling State and Federal CDBG-MIT statutory responsibilities related to recovery from the 2015, 2016 & Hurricane Harvey (2017) flooding by performing grant administration services for non-housing projects. Grant administrative services must be performed in compliance with (i) HUD requirements, (ii) the Non-Exclusive List of Laws, Rules, and Regulations in **Attachment D**; (iii) this Contract and all Attachments, including Provider’s Scope of Work **Attachment C**; (iv) any Amendments to this Contract; (v) any Technical Guidance Letter, program requirements, or program guidance that may be issued by the GLO; and (vi) Provider’s full and complete response to the RFP (“the Project”).

Provider shall be responsible at all times for maintaining close oversight of approved projects and record-keeping including, but not limited to, obtaining and maintaining, through Provider’s own efforts, the Subrecipient’s current Performance Statement / Implementation Schedule, and Budget, including Revisions approved and Technical Guidance Letters issued by the GLO; and any other information that may be required for the satisfactory performance by Provider of the services herein described or assigned under a Work Order, as discussed below. Grant writing and application development to include preparation of notices for paper, attendance/presentation for required public hearing, preparation of resolution authorizing submission, Regional Review Committee Scoring Criteria responses, completion of applications forms except for Table 2 and maps (to be provided by engineer) and general assistance in the development of the proposed project for the application.

1.04 REPORTING REQUIREMENTS

Provider shall assist the Subrecipient to timely submit all reports and documentation that are required under this Contract and any Subrecipient Agreement.

MONTHLY REPORTS – APPLICABLE TO NON-HOUSING:

MONTHLY REPORTS ARE REQUIRED AS A CONDITION OF REIMBURSEMENT TO ALL SUBRECIPIENTS. It is incumbent upon Provider to facilitate the submission of each Monthly Report in a timely manner. Each Monthly Report shall include progress made since the prior reporting period, current Benchmarks achieved, projected quantities, problems encountered and detailed plans to correct them, goals to be accomplished in the subsequent reporting period, and any other information as may be required by the GLO.

The GLO may review the Monthly Report(s) and may request revisions to be made. Provider shall make itself aware of such revision requests and shall assist the Subrecipient in making appropriate revisions. Upon acceptance of the Monthly Report and submission of a properly prepared invoice, appropriate payment may be made to Subrecipient and to Provider.

In the sole discretion of the GLO, reports may be requested more often than monthly, and Provider shall facilitate the timely submission to the GLO of such additional information by the Grant Recipient.

Reimbursement may be withheld if a Monthly Report is delinquent or deficient, in the sole discretion of the GLO.

PROJECT COMPLETION REPORTS:

NON-HOUSING SERVICES: Provider shall prepare and submit to the Subrecipient a draft Project Completion Report (PCR) by the close of business no later than thirty (30) days from Provider's receipt of the fully executed final Certificate of Construction Completion ("COCC"). Provider shall then cooperate with the Subrecipient to submit the final, signed, PCR to the GLO by the close of business no later than sixty (60) days from Provider's receipt of the fully executed final COCC. The PCR must be submitted in accordance with the specifications in the Project Implementation Manual, and must include a full description of all Subrecipient projects, both as originally assigned and as ultimately completed, accounting for all Amendments, Revisions, and Technical Guidance Letters, if any.

II. TERM

2.01 DURATION

This Contract shall be effective as of **FEBRUARY 6, 2024** the date of hiring by the County and shall terminate after closing of project with GLO. Any extension will be subject to terms and conditions mutually agreeable to both parties

2.02 EARLY TERMINATION

The Subrecipient may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days subsequent to the date of the notice. Upon receipt of any such notice, Provider shall cease work, undertake to terminate any relevant subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the parties, accrued up to the date of termination.

2.03 ABANDONMENT OR DEFAULT

If the Provider defaults on the Contract, the Subrecipient reserves the right to cancel the Contract without notice and either re-solicit or re-award the Contract to the next best responsive and responsible vendor qualified under the Solicitation. The defaulting provider will not be considered in the re-solicitation and may not be considered in future solicitations for the same type of work, unless the specification or scope of work significantly changed. The period of suspension will be determined by the Subrecipient based on the seriousness of the default.

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III. CONSIDERATION

3.01 CONTRACT LIMIT, FEES, AND EXPENSES

The application will be completed at \$0.00 amount.

The total contract shall not exceed \$300,000.00 for the planning and administration of the plan prescribed by the Subrecipient Agreement, the GLO, HUD or any governing law, for the term of this Contract. The Subrecipient agrees to pay Provider in accordance with The Prompt Pay Act Tex. Govt. Code Ch. 2251.

The form of invoice will be prescribed by the Subrecipient and made available to Provider in a separate submission from the Subrecipient.

Grant funds must not be commingled between or among HUD funding rounds; nor between or among Non-Housing and Housing assignments.

Reimbursement for services may be requested based on the Benchmarks, according to the type of services authorized, contingent upon Provider's facilitation of the timely submission of each Monthly Report required, as discussed in **SECTION 1.04**, above.

At a minimum, invoices must clearly reflect:

- (a) Provider's Contract Number;
- (b) Service Period
- (c) the name and GLO Contract Number (12 digits) of the Subrecipient Agreement to which services have been provided;
- (d) the current amount being billed;
- (e) the cumulative amount billed previously;
- (f) the balance remaining to be billed; and
- (g) an itemized statement of services performed, including documentation as required under the Contract, such as invoices, receipts, statements, stubs, tickets, time sheets, and any other which, in the judgment of the Subrecipient, provides full substantiation of reimbursable costs incurred.

Subject to the maximum Contract amount authorized herein, upon specific, prior, written approval by the Subrecipient, lodging, travel, and other incidental direct expenses may be reimbursed under this Contract for professional or technical personnel who are (a) away from the cities in which they are permanently assigned; (b) conducting business specifically authorized by the Subrecipient; and (c) performing services not originally contemplated in the Scope of Services.

NOTICE TO PROVIDER:

Failure to include all of the information required in **SECTION 3.01** with each invoice may result in a significant delay in processing payment for the invoice.

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IV. PROVIDER'S WARRANTY, AFFIRMATIONS, AND ASSURANCES

4.01 PERFORMANCE WARRANTY

Provider represents that all services performed under this Contract will be performed in a manner consistent with a degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. Provider represents that all work product, including Deliverables if any, under this Contract shall be completed in a manner consistent with standards in the applicable trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated Attachments (if any); and shall be fit for ordinary use, of good quality, and with no material defects. If Provider fails to submit Deliverables timely or to perform satisfactorily under conditions required by this Contract, the Subrecipient may require Provider, at its sole expense, to the extent such defect or damage is caused by the negligence of Provider, to (a) repair or replace all defective or damaged Deliverables; (b) refund any payment received for all defective or damaged Deliverables and, in conjunction therewith, require Provider to accept the return of such Deliverables; and/or (c) take necessary action so that future performance and Deliverables conform to the Contract requirements.

4.02 GENERAL AFFIRMATIONS

To the extent that they are applicable, Provider further certifies that the General Affirmations in **Attachment B** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein.

4.03 FEDERAL ASSURANCES

To the extent that they are applicable, Provider further certifies that the Federal Assurances in **Attachment A** have been reviewed and that Provider is in compliance with each of the requirements reflected therein. The Federal Assurance form must be executed by Provider's authorized signatory.

4.04 FEDERAL CERTIFICATIONS

To the extent that they are applicable, Provider further certifies that the Federal Certifications also in **Attachment A** have been reviewed, and that Provider is in compliance with each of the requirements reflected therein. The Federal Certifications form must be executed by Provider's authorized signatory.

In addition, Provider certifies that it is in compliance with any other applicable federal laws, rules, or regulations, as they may pertain to this Contract including, but not limited to, those listed in Attachment D.

V. FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated under the Housing and Urban Development, and the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Division B, Subdivision 1 of the Bipartisan Budget Act of 2018, Pub. L. 115-123) enacted on February 9, 2018. It is to mitigate disaster risk and reduce future losses, and allow grantees the opportunity to transform state & local planning, and to affirmatively further fair housing in accordance with Executive Order 12892, in areas affected by the 2015, 2016 & Hurricane Harvey (2017) Floods, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). The Fulfillment of the Contract is based on those funds being made available to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Provider acknowledges that all funds are subject to recapture and repayment for non-compliance.
- (b) **All participants in the CDBG-MIT grant program must have a data universal numbering system (DUNS) number, as well as a Commercial And Government Entity (CAGE) Code.**
- (c) **The DUNS number and CAGE Code must be reported to the GLO for use in various grant reporting documents, and may be obtained by visiting the Central Contractor Registration web site at:**

<https://www.bpn.gov/ccr/>

Assistance with this web site may be obtained by calling **866-606-8220**.

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas and/or the GLO in violation of Article III, Section 49, of the Texas Constitution. In compliance with Article VIII, Section 6 of the Texas Constitution, it is understood that all obligations of the GLO hereunder are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the Subrecipient, in its sole discretion, may terminate this Contract. In that event, the parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests, accrued up to the date of termination.
- (b) Furthermore, any claim by Provider for damages under this Contract may not exceed the amount of funds appropriated for payment, but not yet paid to Provider, under the annual budget in effect at the time of the breach. Nothing in this provision shall be construed as a waiver of sovereign immunity.

5.03 RECAPTURE OF FUNDS

Provider shall conduct, in a satisfactory manner as determined by the Subrecipient, the Project as set forth in the Contract. The discretionary right of the Subrecipient to terminate for convenience under **SECTION 2.02** notwithstanding, it is expressly understood and agreed by Provider that the Subrecipient shall have the right to terminate the Contract and to recapture, and be reimbursed for any payments made by the Subrecipient (i) that exceed the maximum allowable HUD rate; (ii) that are not allowed under applicable laws, rules, and regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures.

5.04 OVERPAYMENT

Provider understands and agrees that it shall be liable to the Subrecipient or the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds received under this Contract. Provider further understands and agrees that reimbursement of such disallowed costs shall be paid by Provider from funds which were not provided or otherwise made available to Provider under this Contract.

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VI. OWNERSHIP**6.01 OWNERSHIP AND THIRD PARTY RELIANCE**

- (a) The Subrecipient shall own, and Provider hereby assigns to the GLO, all right, title, and interest in all services to be performed; all goods to be delivered; and/or all other related work product prepared, or in the course of preparation, by Provider (or its subcontractors) pursuant to this Contract, together with all related worldwide intellectual property rights of any kind or character (collectively, the “Work Product”). Under no circumstance will any license fee, royalty, or other consideration not specified in this Contract be due to Provider for the assignment of the Work Product to the GLO or for the GLO’s use and quiet enjoyment of the Work Product in perpetuity. Provider shall promptly submit all Work Product to the GLO upon request or upon completion, termination, or cancellation of this Contract for any reason, including all copies in any form or medium.
- (b) Provider and the Subrecipient shall not use, willingly allow, or cause such Work Product to be used for any purpose other than performance of Provider’s obligations under this Contract without the prior written consent of either party and the GLO. Work Product is for the exclusive use and benefit of, and may be relied upon only by the parties. Prior to distributing any Work Product to any third party, other than the GLO, the parties shall advise such third parties that if it relies upon or uses such Work Product, it does so entirely at its own risk without liability to the GLO, Provider, or the Subrecipient.

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VII. RECORDS, AUDIT, RETENTION, CONFIDENTIALITY, PUBLIC RECORDS

7.01 BOOKS AND RECORDS

Provider shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the Subrecipient, the GLO, the State of Texas Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes.

7.02 INSPECTION AND AUDIT

- (a) Provider agrees that all relevant records related to this Contract and any Work Product produced in relation to this Contract, including the records and Work Product of its Subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and Work Product shall be subject, at any time, to inspection, examination, audit, and copying at any location where such records and Work Product may be found, with or without notice from the Subrecipient, the GLO, HUD, or other government entity with necessary legal authority. Provider agrees to cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Provider will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and Work Product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) Provider understands that acceptance of state funds under this Contract acts as acceptance of the authority of the State Auditor's Office to conduct an audit or investigation in connection with those funds. Provider further agrees to cooperate fully with the State Auditor's Office in the conduct of the audit or investigation, including providing all records requested. Provider will ensure that this clause concerning the State Auditor's Office's authority to audit state funds and the requirement to fully cooperate with the State Auditor's Office is included in any subcontracts it awards. Additionally, the State Auditor's Office shall at any time have access to and the rights to examine, audit, excerpt, and transcribe any pertinent books, documents, working papers, and records of Provider relating to the Contract for any purpose. HUD, the Comptroller General, the General Accounting Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection. **PROVIDER SHALL ENSURE THAT ALL SUBCONTRACTS AWARDED REFLECT THE REQUIREMENTS OF THIS SECTION 7.02, AND THE REQUIREMENT TO COOPERATE.**
- (c) Provider will be deemed to have read and have knowledge of all applicable federal, state, and local laws, regulations, and rules including, but not limited to those identified in **Attachment D**, governing audit requirements pertaining to the Project.

7.03 PERIOD OF RETENTION

All records relevant to this Contract shall be retained for a period subsequent to the final closeout of the State of Texas CDBG-MIT grant program, in accordance with federal regulations. **The Subrecipient will notify all Program participants of the date upon which local records may be destroyed.**

7.04 CONFIDENTIALITY

To the extent permitted by law, Provider and the Subrecipient agree to keep all information confidential, in whatever form produced, prepared, observed, or received by Provider or the Subrecipient to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Provider or the Subrecipient; or (c) information that Provider or the Subrecipient is otherwise required to keep confidential by this Contract. Furthermore, Provider will not advertise that it is doing business with the Subrecipient, use this Contract as a marketing or sales tool, or make any press releases concerning work under this Contract without the prior written consent of the Subrecipient.

7.05 PUBLIC RECORDS

Information related to the performance of this Contract may be subject to the Public Information Act (“PIA”) and will be withheld from public disclosure or released only in accordance therewith. Provider shall make any information required under the PIA available to the Subrecipient in portable document file (“.pdf”) format or any other format agreed between the Parties. Failure of Provider to mark as “confidential” or a “trade secret” any information that it believes to be excepted from disclosure waives any and all claims Provider may make against the Subrecipient for releasing such information without prior notice to Provider. Provider shall notify the Subrecipient within twenty-four (24) hours of receipt of any third party written requests for information, and forward a copy of said written requests to the Subrecipient. If the request was not written, Provider shall forward the third party's contact information to the Subrecipient.

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VIII. MISCELLANEOUS PROVISIONS

8.01 INSURANCE

Provider shall acquire for the duration of this Contract insurance with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount and in the form required by this Contract, **REQUIRED INSURANCE AND FORM**. Furthermore, Provider shall submit a certificate of liability insurance as required under this Contract, including (if requested) a schedule of coverage (or “underwriter’s schedules”) establishing to the satisfaction of the Subrecipient the nature and extent of coverage granted by each policy.

Provider shall submit certificates of insurance and endorsements electronically, in the manner requested by the Subrecipient. In the event that any policy is determined to be deficient to comply with the terms of this Contract, Provider shall secure such additional policies or coverage as the Subrecipient may reasonably request or that are required by law or regulation.

Provider will be responsible for submitting renewed certificates of insurance and endorsements, as evidence of insurance coverage throughout the term of this Contract. Provider may not be actively working on behalf of the Subrecipient if the insurance coverage does not adhere to insurance requirements. Failure to submit required insurance documents may result in the cancellation of this Contract.

8.02 TAXES/WORKERS’ COMPENSATION/UNEMPLOYMENT INSURANCE

PROVIDER AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, PROVIDER SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF PROVIDER’S AND PROVIDER’S EMPLOYEES’ TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. PROVIDER AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS’ COMPENSATION. THE SUBRECIPIENT SHALL NOT BE LIABLE TO THE PROVIDER, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/ OR WORKERS’ COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. 2) PROVIDER AGREES TO INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE GLO, THE STATE OF TEXAS AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS’ FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS’ COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. PROVIDER SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS’ FEES. THE DEFENSE SHALL BE COORDINATED BY PROVIDER WITH THE SUBRECIPIENT NAMED AS A DEFENDANT IN ANY LAWSUIT AND PROVIDER

MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE SUBRECIPIENT. PROVIDER AND THE SUBRECIPIENT AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

8.03 LEGAL OBLIGATIONS

Provider shall procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Provider to provide the goods or services required by this Contract. Provider will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Provider agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract.

8.04 INDEMNITY

EXCEPT FOR DAMAGES DIRECTLY OR PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OF THE SUBRECIPIENT OR THE GLO, PROVIDER SHALL INDEMNIFY AND HOLD HARMLESS THE SUBRECIPIENT, THE STATE OF TEXAS, THE GLO, AND THE OFFICERS, REPRESENTATIVES, AGENTS, AND EMPLOYEES OF THE SUBRECIPIENT, THE STATE OF TEXAS, AND THE GLO FROM ANY LOSSES, CLAIMS, SUITS, ACTIONS, DAMAGES, OR LIABILITY (INCLUDING ALL COSTS AND EXPENSES OF DEFENDING AGAINST ALL OF THE AFOREMENTIONED) ARISING IN CONNECTION WITH:

- **THIS CONTRACT;**
- **ANY NEGLIGENCE, ACT, OMISSION, OR MISCONDUCT IN THE PERFORMANCE OF THE SERVICES REFERENCED HEREIN; OR**
- **ANY CLAIMS OR AMOUNTS ARISING OR RECOVERABLE UNDER FEDERAL OR STATE WORKERS' COMPENSATION LAWS, THE TEXAS TORT CLAIMS ACT, OR ANY OTHER SUCH LAWS.**

PROVIDER SHALL BE RESPONSIBLE FOR THE SAFETY AND WELL BEING OF ITS EMPLOYEES, CUSTOMERS, AND INVITEES. THESE REQUIREMENTS SHALL SURVIVE THE TERM OF THIS AGREEMENT UNTIL ALL CLAIMS HAVE BEEN SETTLED OR RESOLVED AND SUITABLE EVIDENCE TO THAT EFFECT HAS BEEN FURNISHED TO THE SUBRECIPIENT. THE PROVISIONS OF THIS SECTION 8.03 SHALL SURVIVE TERMINATION OF THIS CONTRACT.

8.05 ASSIGNMENT AND SUBCONTRACTS

Provider shall not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the prior written consent of the Subrecipient. Notwithstanding this provision, it is mutually understood and agreed that Provider may subcontract with others for some or all of the services to be performed. In any approved subcontracts, Provider shall legally bind such subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Provider as specified in this Contract. Nothing in this Contract shall be construed to relieve Provider of the responsibility for ensuring that the goods

delivered and/or the services rendered by Provider and/or any of its subcontractors comply with all the terms and provisions of this Contract. Provider will provide written notification to the Subrecipient of any such subcontractor performing fifteen percent (15%) or more of the work under this Contract, including the name and taxpayer identification number of subcontractor, the task(s) being performed, and the number of subcontractor employees expected to work on the task.

8.06 RELATIONSHIP OF THE PARTIES

Provider is associated with the Subrecipient only for the purposes and to the extent specified in this Contract, and, with respect to Provider's performance pursuant to this Contract, Provider is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the Subrecipient or the GLO any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Provider or any other party. Provider shall be solely responsible for, and the Subrecipient shall have no obligation with respect to:

- (a) withholding of income taxes, FICA, or any other taxes or fees;
- (b) industrial or workers' compensation insurance coverage;
- (c) participation in any group insurance plans available to employees of the State of Texas;
- (d) participation or contributions by the State to the State Employees Retirement System;
- (e) accumulation of vacation leave or sick leave; or
- (f) unemployment compensation coverage provided by the State.

8.07 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Provider shall comply with all applicable federal, state, and local laws, ordinances, and regulations. Provider shall make itself familiar with and at all times shall observe and comply with all federal, state, and local laws, ordinances, and regulations that in any manner affect performance under this Contract including, but not limited to, those attached hereto and incorporated herein for all purposes as **Attachment D**. Provider will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them.

8.08 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

Subrecipient

Jefferson County
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701
 Attn: Deborah L. Clark, Purchasing Agent

ProviderLangford Community Management Services, Inc.9017 W. State HWY 29, Ste. 206Liberty Hill, TX 78642Attention: Judy Langford, President

Notice given in any other manner shall be deemed effective only if and when received by the party to be notified. Either party may change its address for notice by written notice to the other party as herein provided.

8.10 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit between Subrecipient and Provider under this Contract shall be in a court of competent jurisdiction in JEFFERSON COUNTY, TEXAS. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

8.11 SEVERABILITY

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

8.12 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected party's obligation to comply with such covenant shall be suspended, and the affected party shall not be liable for damages for failure to comply with such covenant. In any such event, the party claiming Force Majeure shall promptly notify the other party of the Force Majeure event in writing and, if possible, such notice shall set forth the extent and duration thereof. The party claiming Force Majeure shall exercise due diligence to prevent, eliminate, or overcome such Force Majeure event where it is possible to do so and shall resume performance at the earliest possible date. However, if non-performance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Provider.

8.13 DISPUTE RESOLUTION

If the CDBG-MIT program imposes a reduction in administrative grant funds due to non-compliance and/or disallowed costs as stipulated by the agency, the contracting parties will negotiate an agreement of payment. If the non-compliance and/or disallowed costs is (are) not the fault or in control of the consulting firm, the County will be responsible for the difference in grant funds.

If the negotiation phase between the contracting entities does not reach an agreement, executives of the contracting entities, with decision-making authority, will enter into mediation to facilitate a settlement by employing a skilled neutral, not to impose a solution, but to assist the parties in reaching agreement. A final binding Arbitration Phase will occur in case the non-binding phase produces no settlement.

8.14 ENTIRE CONTRACT AND MODIFICATION

This Contract, its integrated Attachment(s), and any Technical Guidance issued in conjunction with this Contract, if any, constitute the entire agreement of the parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in such Attachment(s), Technical Guidance Letter shall be harmonized with this Contract to the extent possible. Unless such integrated Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the terms of this Contract.

8.15 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract. If the Contract is not executed by the GLO within thirty (30) days of execution by the other party, this Contract shall be null and void. In the sole discretion of the GLO, Work Orders issued, if any, may be executed by the parties in counterparts exchanged by electronic mail.

8.16 THIRD-PARTY BENEFICIARY

The Parties agree that the GLO, as the administrator of the CDBG-MIT program, is a third-party beneficiary to this Contract and that the GLO shall have the right to enforce any provision of this Contract. Provided, however, that GLO shall only enforce a provision Contract after notifying the Parties, in writing, of a potential breach or default of the Contract and allowing the Provider sixty (60) days to cure the breach or default. Venue of any suit under this Section 8.17 shall be in a court of competent jurisdiction in Travis County, Texas. Provider irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.17 PROPER AUTHORITY

Each party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Provider acknowledges that this Contract is effective for the period of time specified in the Contract. Any services performed by Provider before this Contract is effective or after it ceases to be effective are performed at the sole risk of Provider.

SIGNATURE PAGE FOLLOWS

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

The undersigned agrees, if this RFP response 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 Proposal Submission, 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.

Langford Community Management Services, Inc.

RFP Respondent (Entity Name)

9017 W. State Hwy 29, Suite 206

Street & Mailing Address

Liberty Hill, TX 78642

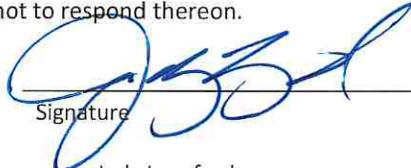
City, State & Zip

512-452-0432

Telephone Number

judy@lcmsinc.com

E-mail Address



Signature

Judy Langford

Print Name

10/30/23

Date Signed

Fax Number

REQUIRED FORM
Respondent:
Please complete this form and include
with RFP response submission.

CONTRACT: JEFFERSON COUNTY, TEXAS – REQUEST FOR PROPOSAL (RFP 23-066/JW)
PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT
DISASTER RECOVERY-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

IN WITNESSETH WHEREOF, the parties executed this AGREEMENT by causing the same to be signed on this 13th day of February, 2024.

JEFFERSON COUNTY, TEXAS
1149 PEARL STREET
BEAUMONT, TX 77701

BY: [Signature]
(Subrecipient's Authorized Representative)
JEFF R. BRANICK
(Printed Name)

Jefferson County Judge
(Title)

BY: [Signature]
Langford Community Management Services, Inc.
JUDY LANGFORD
(Printed Name)

President
(Title)

ATTEST:
[Signature] 02/13/2024
Rokanne Acosta-Hellberg
Jefferson County Clerk



GENERAL AFFIRMATIONS

Provider agrees without exception to the following affirmations:

1. Provider certifies that he/she/it has not given, offered to give, nor intends to give at anytime hereafter, any economic opportunity, future employment, gift, loan gratuity, special discount, trip, favor, or service to a public servant in connection with the Contract.
2. Provider certifies that neither Provider nor any firm, corporation, partnership, or institution represented by Provider or anyone acting for such firm, corporation, partnership, or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or federal antitrust laws; or (2) communicated the contents of the Contract or proposal either directly or indirectly to any competitor or any other person engaged in the same line of business during the procurement process for the Contract or proposal.
3. Provider certifies that if its business address shown on the Contract is a Texas address, that address is the legal business address of Provider and Provider qualifies as a Texas Resident Bidder under Texas Administrative Code, Title 34, Part 1, Chapter 20.
4. Section 2155.004 of the Texas Government Code prohibits the award of a contract that includes proposed financial participation by a person who received compensation from the Subrecipient to participate in preparing the specifications or request for proposals on which the Contract is based. Under Section 2155.004, Government Code, the vendor [Provider] certifies that the individual or business entity named in this bid or Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
5. Under Texas Family Code section 231.006, a child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25 percent is not eligible to receive payments from state funds under a contract to provide property, materials, or services. Under Section 231.006, Texas Family Code, the vendor or applicant [Provider] certifies that the individual or business entity named in this Contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.
6. Provider agrees that any payments due under the Contract will be applied towards any debt, including but not limited to delinquent taxes and child support, Provider owes to the State of Texas.
7. The Subrecipient is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, blocking property and prohibiting transactions with persons who commit, threaten to commit, or support terrorism and any subsequent changes made to it. The Subrecipient will cross-reference Providers/vendors with the federal System for Award Management (<https://www.sam.gov/>), which includes the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.
8. Provider certifies: 1) that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity; 2) that Provider is in compliance with the State of Texas statutes and rules relating to procurement; and 3) that Provider is not listed on the federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov/>.

9. Under Section 2155.006(b) of the Texas Government Code, the Subrecipient may not enter into a contract that includes proposed financial participation by a person who, during the five year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the Texas Government Code, Provider certifies that the individual or business entity named in the Contract is not ineligible to receive the specified Contract and acknowledges that the Contract may be terminated and payment withheld if this certification is inaccurate.
10. The state auditor may conduct an audit or investigation of any entity receiving state funds directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. Provider shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Provider and the requirement to cooperate is included in any subcontract it awards.
11. Provider understands that the neither the Subrecipient nor the GLO tolerate any type of fraud. The Subrecipient's policy is to promote consistent, legal, and ethical organizational behavior by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, agency policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. Providers are expected to report any possible fraudulent or dishonest acts, waste, or abuse affecting any transaction with the GLO to the GLO's Internal Audit Director at 512.463.5338 or to tracey.hall@glo.texas.gov.

NOTE: Information, documentation, and other material related to this Contract may be subject to public disclosure pursuant to the "Public Information Act," Chapter 552 of the Texas Government Code.

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TEXAS GENERAL LAND OFFICE GRANT ADMINISTRATION SERVICES SCOPE OF WORK

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SCOPE OF SERVICES REQUESTED

Providers will help the GLO fulfill State and Federal Community Development Block Grant Disaster Recovery (“CDBG-DR”) statutory responsibilities related to recovery in connection with any federally declared disaster. Providers will assist the GLO and/or grant recipients in completion of CDBG-DR qualified housing or non-housing projects. Respondents may be qualified to provide Grant Administration services for housing projects, non-housing projects, or both. Grant administrative services must be performed in compliance with the U.S. Department of Housing and Urban Development (“HUD”) and guidelines issued by the GLO.

DESCRIPTION OF SERVICES AND SPECIAL CONDITIONS

Respondent must be able to perform the tasks listed herein to be considered eligible for an award under this Solicitation. Respondents should provide a detailed narrative of their experience as it relates to each of the items below. Respondents should clearly indicate if they intend to provide services in-house with existing staff or through subcontracting or partnership arrangements. Grant Administration Services will be provided in conformance with the guidance documents and use forms provided by the subrecipient utilizing GLO guidance. The providers shall furnish pre-funding and post-funding grant administrative services to complete the disaster recovery projects, including, but not limited to the following:

Pre-Funding Services

Grant Administrator will develop project scope and complete CDBG-DR application. The provider will work with the subrecipient and Engineering, if applicable, to provide the concise information needed for submission of complete disaster recovery funding application and related documents. The required information shall be submitted in a format to be described by the GLO.

Post-Funding Services

Grant Administrator will administer and complete infrastructure, utilities, housing and eligible projects approved for disaster recovery funding. The selected administrative firm must follow all requirements of the Texas CDBG Disaster Recovery program.

Grant Administration Services – General

(a) Administrative Duties:

- i. Coordinate, as necessary, between subrecipient and any other appropriate service providers (i.e. Engineer, Environmental, etc.), contractor, subcontractor and GLO to effectuate the services requested.
- ii. May assist in public hearings.
- iii. Will work with GLO's system of record.
- iv. Provide monthly project status updates.
- v. Funding release will be based on deliverables identified in the contract.
- vi. Labor and procurement duties:
 - a. Provide all Labor Standards Officer (LSO) Services.
 - b. Ensure compliance with all relevant labor standards regulations.
 - c. Ensure compliance with procurement regulations and policies.
 - d. Maintain document files to support compliance.
- vii. Financial duties:
 - a. Prepare and submit all required reports (Section 3, Financial Interest, etc.).
 - b. Assist subrecipient with the procurement of audit services.
 - c. Assist subrecipient in establishing and maintaining a bank account for disaster recovery funds.
 - d. Implementation and coordination of Affirmatively Furthering Fair Housing ("AFFH") requirements as directed by HUD and the GLO.
 - e. Implementation and coordination of Section 504 requirements.
 - f. Program compliance.

- g. Ensure that fraud prevention and abuse practices are in place and being implemented.
- h. Prepare and submit all closeout documents.
- i. Submit all invoices no later than 60 days after the expiration of the contract. All outstanding funds may be swept after 60 days. The provider may request an extension of this requirement in writing.
- j. Assist in preparation of contract revisions and supporting documents including but not limited to:
 - Amendments/modifications,
 - Change orders.

(b) Construction Management

- i. The provider will assist the subrecipient in submitting/setting up project applications in the GLO's system of record.
- ii. The provider may compile and collate complete contract/bid packages that meet GLO program requirements. The packages will contain supporting documentation that meets or exceeds the requirements of the GLO's program. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- iii. The provider may monitor, report, and evaluate contractor's performance; notify the subrecipient if the contractor(s) fails to meet established scheduled milestones. Receive, review, recommend, and process any change orders as appropriate to the individual projects.
- iv. The provider may assist the subrecipient with project Activity Draws/Close Out.
- v. The provider may assist the subrecipient by submitting all the necessary documentation for draws and to close a project activity in the GLO's system of record. The provider will compile, review for completeness, and collate complete contract/closeout packages that meet GLO program requirements for draw requests. If applications do not have the necessary forms, the provider may assist the subrecipient by coordinating to acquire the necessary documentation.
- vi. The provider may assist the subrecipient in developing

Architectural and Engineering plans with guidance from the GLO.

vii. Reassignment scope alignment (if necessary).

Grant Administration Services – Infrastructure

a) Administrative Duties:

- i. Ensure program compliance including all CDBG-DR requirements and all part’s therein, current Federal Register, etc.
- ii. Assist subrecipient in establishing and maintaining financial processes.
- iii. Obtain and maintain copies of the subrecipient’s most current contract including all related change requests, revisions and attachments.
- iv. Establish and maintain record keeping systems.
- v. Assist subrecipient with resolving monitoring and audit findings.
- vi. Serve as monitoring liaison.
- vii. Assist subrecipient with resolving third party claims.
- viii. Report suspected fraud to the GLO.
- ix. Submit timely responses to the GLO requests for additional information.
- x. Complete draw request forms and supporting documents.
- xi. Facilitate outreach efforts, application intake, and eligibility review.
- xii. Perform any other administrative duty required to deliver the project.
- xiii. Utilize and assist with GLO’s system of record to complete milestones, submit documentation, reports, draws, change requests, etc.
- xiv. Submit change requests and all required documentation related to any change requests.

(b) Acquisition Duties:

- i. Submit acquisition reports and related documents.

- ii. Establish acquisition files (if necessary).
- iii. Complete acquisition activities (if necessary).

(c) Environmental Services

- i. Assist detailed scope of services
 - a. Review each project description to ascertain and/or verify the level of environmental review required: Exempt, Categorical Exclusion not Subject to 58.5, Categorical Exclusion Subject to 58.5, Environmental Assessment, and Environmental Impact Statements;
 - b. Prepare, complete and submit HUD required forms for environmental review and provide all documentation to support environmental findings;
 - c. Consult and coordinate with oversight/regulatory agencies to facilitate environmental clearance;
 - d. Be able to perform or contract special studies, additional assessments, or permitting to secure environmental clearance. These may include, but are not limited to biological assessments, wetland delineations, asbestos surveys, lead-based paint assessments, archeology studies, architectural reviews, Phase I & II ESAs, USACE permits, etc.;
 - e. Prepare all responses to comments received during comment phase of the environmental review, including State/Federal Agency requiring further studies and/or comments from public or private entities during public comment period;
 - f. Maintain close coordination with local officials, project engineer and other members of the project team to assure appropriate level of environmental review is performed and no work is conducted without authorization;
 - g. Complete and submit the environmental review into GLO's system of record;
 - h. At least one site visit to project location and completion of a field observation report
 - i. Prepare and submit for publication all public

notices including, but not limited to the Notice of Finding of No Significant Impact (FONSI), Request for Release of Funds floodplain/wetland early and final notices in required order and sequence;

- j. Provide documentation of clearance for Parties Known to be Interested as required by 24 CFR 58.43;
- k. Process environmental review and clearance in accordance with NEPA;
- l. Advise and complete environmental re-evaluations per 24 CFR 58.47 when evidence of further clearance or assessment is required;
- m. Prepare and submit Monthly Status Report; and
- n. Participate in regularly scheduled progress meetings.

Grant Administration Services – Rental Housing

- a) Administrative Duties:
 - i. Develop and submit for approval rental guidelines.
 - ii. Assist the grant recipient in developing a Notice of Funding Availability (NOFA).
 - iii. Develop and submit for approval an Affirmative Marketing Plan on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop a tenant selection policy on behalf of the subrecipient based on GLO guidance.
 - v. Develop and submit for approval a needs assessment on behalf of the subrecipient based on GLO guidance.
 - vi. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
 - vii. Develop and submit a monitoring plan for approved projects on behalf of the subrecipient based on GLO guidance.
 - viii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO Form

11.17, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO Form 11.17, as the basis for construction and payment due to the contractor.

b) Project Case Management:

- i. Assist the subrecipient with any project, transaction, service or response that is “opened” and “closed” over a period of time to achieve resolution of a problem, claim, request, proposal, development or other complex activity.
- ii. Assist the subrecipient in developing project application eligibility procedures, processing, and approvals.

c) Site Inspections:

- i. Assist the subrecipient with Disaster Damage Assessments (Damage Inspections) - Assist in performing a visual field review of projects to determine the presence of damage to the project that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - a. Assist the subrecipient with observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;

- ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- b. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspector's report will include:
- i. The reviewer's name;
 - ii. The property address;
 - iii. The homeowner's name;
 - iv. A checklist of housing components that may have received disaster damage, if any;
 - v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage;
 - vi. The reviewer's certification, signature, and date of review.
- c. The results of the disaster damage assessment may be provided in a format similar to *Forms 11.01 or 11.01A*. The 11.01A, Initial Inspection Checklist, Short will be completed for homes that have received disaster damage that obviously cannot be rehabilitated. Form 11.01 will be completed in accordance with the guidance contained in HQS 52580.
- ii. Estimated Cost of Repair Inspection (Work Write-Up):
- a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a project has been determined eligible for Program

assistance, the respondent will prepare an Estimated Cost of Repair (ECR) for the program-eligible repairs.

- b. ECR's will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the project into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
- c. Assistance to the subrecipient may include:
 - i. Contact the project owner to schedule a date and time to perform the field review.
 - ii. Travel to the project site.
 - iii. Perform the visual review of the project to determine the approximate amount and extent of damage to the project. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
 - iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
 - v. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;

- d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- vi. Utilize the following to develop the ECR:
- a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. Knowledge of the local market rates and conditions.
- vii. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the subrecipient. The final ECR will include the following:
- a. a completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- viii. Assist the subrecipient with project inspections at:
- a. 50% complete
 - b. A final inspection at 100% complete
- ix. In the case of a single family rental, assist the subrecipient with reconstruction inspections:
- a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. Final inspection at 100% completion
 - e. Arrange for and TREC inspection to be conducted prior to closing.

- x. Upon notification of a project being ready for a Construction Review, the provider may:
 - a. Contact the project owner and or subrecipient to schedule a date and time to perform the Review.
 - b. Travel to the project site.
 - c. Conduct on-site observations (field review) of the work completed.

The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion.

During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- i. Estimated amounts owed to the Contractor.
- ii. Items of work that are incomplete (Punch List items).
- iii. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

d) Environmental Service

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the program. The provider may provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to

subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.

- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

Grant Administration Services – Non-Rental Housing

- a) Administrative Duties:
 - i. Develop and implement Outreach Plans detailing specific outreach for the project. Plans will be required to be submitted and approved by GLO on a project by project basis.
 - ii. Perform extensive community outreach to affected areas on behalf of the subrecipient utilizing GLO guidance.
 - iii. Develop and submit for approval Housing Guidelines on behalf of the subrecipient utilizing GLO guidance.
 - iv. Develop and submit for approval a Needs Assessment on behalf of the subrecipient based on GLO guidance.
 - v. Provide case management support to subrecipient to manage the grant applications process, including but not limited to:
 - a. creating eligibility procedures to lessen the fallout of applicants;
 - b. advising applicants on eligibility and program requirements, and assist in application preparation and submission;
 - c. facilitating intake of applications from grant applicants;
 - d. performing eligibility reviews;
 - e. processing applications, including necessary communications;
 - f. capture applicant fallout reasons; and
 - g. the follow-up to grant applicants.

- vi. Participate in the appeals process and handling of disputes for disallowed/ineligible applications.
- vii. Act as an advocate for applicants through appeals process when required.
- viii. Assist applicants through housing construction process.
- ix. Perform other application management and homeowner support duties as required to ensure the success of the program.
- x. Develop and submit to site-specific environmental reviews as required by 24 CFR Part 58.
- xi. Provide construction and builder management services as required to comply with applicable construction codes and program requirements.
- xii. The provider will assist the subrecipient in conducting assessments of all incomplete projects and align the GLO *Form 11.17*, to the constructed project. The provider will determine the percent complete and the dollar value of the partially completed project and the dollar value necessary to assign to the new Contractor to complete the project. This is accomplished through a joint Provider and Contractor site visit utilizing the initial Contractor's GLO *Form 11.17*, as the basis for construction and payment due to the contractor.

b) Site Inspections

- i. Establish Disaster Damage Assessments (Damage Inspections).
 - a. Assist in performing a visual field review of single-family housing units to determine the presence of damage to the home that may be attributable to the disaster event. The damage assessment will follow the GLO issued Damage Assessment Guidelines and includes:
 - b. The respondent may assist the subrecipient with:
 - i. Contacting the Homeowner to schedule a date and time to perform the field review.
 - ii. Traveling to the project site.
 - iii. Interviewing the Homeowner on site to gain a perspective of the pre-disaster condition of the

structure; damage resulting directly from the disaster; and damage resulting from subsequent deterioration. The provider may utilize this information to assist in its review of the housing unit.

- c. Performing the visual review of the housing unit to determine the presence of damage to the home that may be attributed to a national disaster declaration. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage to the following:
 - i. Foundation;
 - ii. Exterior walls;
 - iii. Exterior wall finishes;
 - iv. Windows and doors;
 - v. Roof system (roof coverings, deck, joists, tie downs, diaphragms, penetrations, flashing, and closures);
 - vi. Floor system and structure;
 - vii. Electrical system components;
 - viii. Plumbing system components;
 - ix. Heating, ventilation and air conditioning system;
 - x. Interior wall finishes;
 - xi. Interior fixtures and components;
 - xii. Porches;
 - xiii. Exterior stairs and ramps;
 - xiv. Miscellaneous items not covered by the above such as septic systems, chimneys/fireplaces, etc.
- d. The results of the Disaster Damage Assessment will be provided according to the GLO sample provided in the GLO issued Damage Assessment Guidelines. The damage inspectors report will include:

- i. The reviewer's name;
- ii. The property address;
- iii. The homeowner's name;
- iv. A checklist of housing components that may have received disaster damage, if any;
- v. A narrative that specifically and clearly documents disaster-related property damage via photographic evidence and detailed narratives of the damage; and
- vi. The reviewer's certification, signature, and date of review.

The results of the disaster damage assessment may be provided in a format similar to the *11.01 or 11.01A* forms. The *11.01A, Initial Inspection Checklist, Short* will be completed for homes that have received disaster-damage that obviously cannot be rehabilitated. *Form 11.01*, will be completed in accordance with the guidance contained in HQS 52580.

- ii. Estimated Cost of Repair Inspection (Work Write-Up).
 - a. Assist in providing an estimated cost of repair inspections with the damage assessments. Upon notification that a property has been determined eligible for Program assistance, the respondent will prepare an Estimated Cost of Repair ("ECR") for the program-eligible repairs.
 - b. ECRs will be developed to include repair of damage that could reasonably be attributed to the disaster event and repairs to bring the home into compliance with HUD Housing Quality Standards, local, state and federal building codes. The scopes of repair will be developed to include work items necessary for the identified repairs to be performed in accordance with the International Residential Code, 2009 Edition (where required) and to meet the GLO's Minimum Housing Design Standards.
 - c. Assistance to the subrecipient may include:
 - i. Contact the Homeowner to schedule a date and time to perform the field review.

- ii. Travel to the project site.
- iii. Perform the visual review of the housing unit to determine the approximate amount and extent of damage to the home. The review will include the observations and documentation (written and photographic) of findings of disaster-related damage if not already documented.
- iv. Develop a Scope of Repair to address the observed damage and initially determine the applicability of the proposed repairs to the criteria of the Program. The draft Scope of Repair will include:
 - a. a summary list of items to be addressed;
 - b. a basic description of the repair approach for each item;
 - c. estimated item quantities; and
 - d. site photographs.
- iii. Consider the following in preparation of the ECR:
 - a. the specific materials needed;
 - b. the quantity of those materials;
 - c. trades involved;
 - d. the level of effort and duration for each trade;
 - e. estimated rates and manpower; and
 - f. equipment required to accomplish each of the identified repairs.
- iv. Utilize the following to develop the ECR:
 - a. current industry cost standards as identified by Xactimate or RSMeans price lists for the project location;
 - b. experience with projects of similar size and scope; and
 - c. knowledge of the local market rates and conditions.

- v. Summarize the data and findings into the final ECR and will furnish a copy of the ECR to the applicable subrecipient. The final ECR will include the following:
 - a. A completed *Form 11.17, Work Write-up and Cost Estimate* containing a general scope of repair and summary of construction costs.
- vi. Assist the subrecipient with Rehabilitation Inspections at:
 - a. 50% complete progress inspection
 - b. A final inspection at 100% complete
- vii. Assist the subrecipient with reconstruction inspections at:
 - a. Foundation
 - b. 33% complete progress inspection
 - c. 66% complete progress inspection
 - d. A final inspection at 100% complete
- viii. Upon notification of a home being ready for a Construction Review, the provider may contact the homeowner and contractor to schedule a date and time to perform the Review.
 - a. Travel to the project site.
 - b. Conduct on-site observations (field review) of the work completed. The purpose of the field review is to observe and document: the progress of the work; the estimated quantity and value of work accomplished to date; the materials and workmanship utilized; the general conformance to the agreed upon Scope of Repairs (Scope); and identify items necessary for completion. During the field review, the provider may observe work which, in its opinion, does not conform generally to the agreed upon Scope or may compromise the integrity of the repair. The provider may recommend rejection of this work.

Upon completion of the field review, the provider may summarize and present the findings of the field review to include:

- a. Estimated amounts owed to the Contractor.

- b. Items of work that are incomplete (Punch List items).
- c. Other items of work that may be required by the apparent intent of the Scope that is not included in the Scope.

c) Environmental Services

- i. The provider may assist the subrecipient in performing environmental reviews and documentation for HUD compliance in connection with the Program. The provider will provide services for the preparation of Environmental Review Records (ERR) in accordance with the standards set forth by HUD and the statutes, executive orders, and regulations listed at 24 CFR Part 58.
- ii. The provider may submit a request for Special Services to subrecipient if environmental document review and site inspections indicate that additional investigation is warranted.
- iii. Special services may include, but are not limited to the following tasks:
 - a. Archeological study required by SHPO;
 - b. Lead-based paint and/or asbestos inspection; and
 - c. Wetlands assessment.

NONEXCLUSIVE LIST OF APPLICABLE LAWS, RULES, AND REGULATIONS

If applicable to the Project, Provider must be in compliance with the following laws, rules, and regulations; and any other state, federal, or local laws, rules, and regulations as may become applicable throughout the term of the Contract, and Provider acknowledges that this list may not include all such applicable laws, rules, and regulations.

Provider and is deemed to have read and understands the requirements of each of the following, if applicable to the Project under this Contract:

GENERALLY

The Acts and Regulations specified in this Contract;

Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329);

The Housing and Community Development Act of 1974 (12 U.S.C. § 5301 *et seq.*);

Cash Management Improvement Act regulations (31 C.F.R. Part 205);

Community Development Block Grants (24 C.F.R. Part 570);

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 C.F.R. Part 200);

Disaster Recovery Implementation Manual;

Plan for Disaster Recovery

CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*); 24 C.F.R. Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972 (42 U.S.C. § 2000e *et seq.*);

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063"; The

failure or refusal of Provider to comply with the requirements of Executive Order 11063 or 24 C.F.R. Part 107 shall be a proper basis for the imposition of sanctions specified in 24 C.F.R. 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); and

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 C.F.R. Part 8. By signing this Contract, Provider understands and agrees that the activities funded shall be performed in accordance with 24 C.F.R. Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 *et seq.*), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

LABOR STANDARDS

The Davis-Bacon Act, as amended (originally, 40 U.S.C. 276a-276a-5 and re-codified at 40 U.S.C. 3141-3148); 29 C.F.R. Part 5;

The Copeland "Anti-Kickback" Act (originally, 18 U.S.C. 874 and re-codified at 40 U.S.C. 3145); 29 C.F.R. Part 3;

Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (originally, 40 U.S.C. § 327A and 330 and re-codified at 40 U.S.C. 3701-3708);

Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act) (29 C.F.R. Part 5); and

Federal Executive Order 11246, as amended;

EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u): 24 C.F.R. §§ 135.3(a)(2) and (a)(3);

The Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. § 4212); and

Title IX of the Education Amendments of 1972 (20 U.S.C. §§ 1681-1688); and

Federal Executive Order 11246, as amended;

GRANT AND AUDIT STANDARDS

Single Audit Act Amendments of 1996, 31 U.S.C. § 7501;

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards (2 C.F.R. Part 200);

Uniform Grant and Contract Management Act (Texas Government Code Chapter 783) and the Uniform Grant Management Standards issued by Governor's Office of Budget and Planning; and

Title 1 Texas Administrative Code § 5.167(c);

LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

HISTORIC PROPERTIES

The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects;

Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 C.F.R. 1971-1975 Comp., p. 559, particularly section 2(c);

Federal historic preservation regulations as follows: 36 C.F.R. part 800 with respect to HUD programs; and

The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.*), particularly section 3 (16 U.S.C. 469a-1).

ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities (24 C.F.R. Part 58, as amended);

National Environmental Policy Act of 1969, as amended (42 U.S.C. §§ 4321-4347); and

Council for Environmental Quality Regulations for Implementing NEPA (40 C.F.R. Parts 1500-1508).

FLOODPLAIN MANAGEMENT AND WETLAND PROTECTION

Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 C.F.R. part 55, particularly Section 2(a) of the Order (For an explanation of the relationship between the decision-making process in 24 C.F.R. part 55 and this part, see § 55.10.); and

Executive Order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961), 3 C.F.R., 1977 Comp., p. 121 particularly Sections 2 and 5.

COASTAL ZONE MANAGEMENT

The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

SOLE SOURCE AQUIFERS

The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e); and

Sole Source Aquifers (Environmental Protection Agency-40 C.F.R. part 149.).

ENDANGERED SPECIES

The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536).

WILD AND SCENIC RIVERS

The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

AIR QUALITY

The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 C.F.R. parts 6, 51, and 93).

FARMLAND PROTECTION

Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202); and

Farmland Protection Policy (Department of Agriculture-7 C.F.R. part 658).

HUD ENVIRONMENTAL STANDARDS

Applicable criteria and standards specified in HUD environmental regulations (24 C.F.R. part 51) (other than the runway clear zone and clear zone notification requirement in 24 C.F.R. 51.303(a)(3)); and

HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

ENVIRONMENTAL JUSTICE

Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

SUSPENSION AND DEBARMENT

Use of debarred, suspended, or ineligible contractors or subrecipients (24 C.F.R. Section 570.609);

General HUD Program Requirements; Waivers (24 C.F.R. Part 5); and

Nonprocurement Suspension and Debarment (2 C.F.R. Part 2424).

OTHER REQUIREMENTS

Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities (24 C.F.R. Part 58).

ACQUISITION / RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 C.F.R. Part 42, and 24 C.F.R. Section 570.606.

FAITH-BASED ACTIVITIES

Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

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REQUIRED CONTRACT PROVISIONS (CONTRACTS USING FEDERAL FUNDS)

Italics – Explanatory; NOT CONTRACT LANGUAGE

THRESHOLD	PROVISION	CITATION
None	H) Debarment and Suspension (Executive Orders 12549 and 12689)-A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMS guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Camp., p. 189) and 12689 (3 CFR Part 1989 Camp., 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)
None	Grantees or subgrantees must retain all required records for three years after grantees or subgrantees make final payments and all other pending matters are closed.	2 CFR 200.333 (former 24 CFR (85.36(i) {11}))
>\$10,000	<p><i>B) 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.</i></p> <p><u>Termination for Cause:</u></p> <p>If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement. The City/County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the City/County, be turned over to the City/County and become the property of the City/County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.</p> <p>Notwithstanding the above. The Contractor shall not be relieved of liability to the City/County for damages sustained by the City/County by virtue of any breach of contract by the Contractor, and the City/County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.</p> <p><u>Termination for Convenience of the City/County:</u></p> <p>City/County may at any time and for any reason terminate Contractor's services and work at City/County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.</p> <p>Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by City/County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against City/County for any additional compensation or damages in the event of such termination and payment.</p>	2 CFR 2:00 APPENDIX II (B)

<p>>\$50,000</p>	<p><i>(A) Contracts for more than \$50,000 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.</i></p> <p>Use the following language for contracts > \$50,000:</p> <p><u>Resolution of Program Non-compliance and Disallowed Costs:</u> In the event of any dispute, claim, question, or disagreement - arising from or relating to this agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TxCDBG program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter IS not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally.</p>	<p>2 CFR 200 APPENDIX II (A)</p>
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Equal Opportunity Clause for Construction Contracts > \$10K, including administration & engineering contracts associated with construction contracts.

<p>≥\$10,000</p>	<p>2 CFR 200 Appendix II (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60 all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the Equal Opportunity. Clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part. 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity, "and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."</p> <p><u>§60-1.4(b) Equal opportunity clause:</u></p> <p><i>(b) Federally assisted construction contracts. 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:</i></p> <p><i>The applicant 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:</i></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: 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.</p>	<p>41 CFR §60-1.4 (b) and 2 CFR 200 APPENDIX II (C)</p>
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- (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 considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discourage 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 (7) 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

	<p>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 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.</p> <p>(c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.</p> <p>(d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.</p> <p>(e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written</p> <p>(f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.</p> <p>[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997; 79 FR 72993, Dec. 9, 2014; 80 FR 54934, September 11. 2015]</p>	
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CONSTRUCTION CONTRACTS

<p>>\$2,000 for Davis Bacon and Copeland "Anti-Kickback" Act; >\$100,000 for Contract Work Hours and Safety Standards Act</p>	<p><i>Federal labor standards provisions include:</i></p> <ol style="list-style-type: none"> 1. <i>Davis Bacon Act (40 U.S.C. 3141 et seq) as supplemented by DOL regulations (29 CFR part 5);</i> 2. <i>Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3): and</i> 3. <i>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 et seq)</i> 	
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<p>>\$2,000</p>	<p><i>Compliance with the Davis-Bacon Act (40 U.S.C. 3141 et seq.) as supplemented by Department of Labor regulations (29 CFR part 5) and with the Copeland Anti-Kickback" Act (18 U.S.C. 874: 40 U.S.C. 3145) as supplemented in Department of Labor regulations (29 CFR part 3)</i></p> <p>(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act 40 U.S.C. 3141-3144 and 3146-3148 as supplemented by Department of Labor regulations {29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback " Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations {29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient 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>	<p>2 CFR 200 APPENDIX II (D)</p>
<p>≥\$100,000</p>	<p>(E) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.</p>	<p>2 CFR 200 APPENDIX II (I) and 24 CFR §570.303</p>
<p>>\$100,000</p>	<p>(F) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	<p>2 CFR 200 APPENDIX II (E)</p>
<p>>\$150,000</p>	<p>(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended-Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	<p>2 CFR 200 APPENDIX II (G)</p>

**ATTACHMENT C: Jefferson County Specifications
for Request for Proposal (RFP 23-066/JW)**

Professional Grant Administration and Management
Services for Texas General Land Office (GLO) Community
Development Block Grant Disaster Recovery-Mitigation
(CDBG-MIT) Resilient Communities Program

LEGAL NOTICE
Advertisement for Request for Proposal

OCTOBER 3, 2023

Jefferson County is seeking submittals from qualified firms to provide professional grant administration and management services in accordance with **Request for Proposals (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program**, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

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

All submittals shall be evaluated by a Selection Review Committee. This committee will evaluate proposals submitted received for this request and select the Consultant/Consulting Firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the Request for Proposal number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, Wednesday, November 1, 2023. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Proposals received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Jamey West, Contract Specialist at 409-835-8593 or Jamey.West@jeffcotx.us

REQUEST NAME: Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

REQUEST NUMBER: RFP 23-066/JW

DUE DATE/TIME: 11:00 am CT, Wednesday, November 1, 2023

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

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

All interested firms are invited to submit a response in accordance with the terms and conditions stated in this request. Respondents are strongly encouraged to carefully read the entire invitation, as failure to return and/or complete all required documentation will result in a response being declared as non-responsive.

Sincerely,



Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise:
OCTOBER 4, 2023 & OCTOBER 11, 2023
The Port Arthur News:
OCTOBER 5, 2023 & OCTOBER 12, 2023
The Examiner:
OCTOBER 5, 2023

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SECTION 1: INTRODUCTION: REQUEST FOR PROPOSALS (RFP 23-066/JW)

PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY- MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

1.1 INTRODUCTION AND SCOPE OF WORK

INTRODUCTION: Texas General Land Office (GLO) Community Development Block Grant Disaster-Recovery Mitigation (CDBG-MIT) Resilient Communities Program

The Texas General Land Office (GLO) allocated up to \$100 million in Community Development Block Grant Mitigation (CDBG-MIT) funds for the Resilient Communities Program (RCP). The RCP will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

Applications will have a **maximum of \$300,000 per applicant**, first-come first-served. At least 50% must address mitigation needs in the CDBG-MIT most impacted and distressed (MID) areas identified by the United States Department of Housing and Urban Development (HUD). Units of local government (e.g., cities, counties, federally recognized tribes, and councils of governments) located in a CDBG-MIT eligible area. Entity must have legal authority to adopt and enforce the building code, zoning ordinance, land use plan, and/or comprehensive plan proposed in the RCP application. RCP staff is available to assist potential applicants with understanding how the program can best assist in meeting the needs of the community with regard to mitigation activities, such as modern building code adoption, that increase the resilience and reduce the likelihood of losses of life and property from future disasters. Develop, update, adopt, and implement:

PLANNING ACTIVITIES

- BUILDING CODES that meet or exceed International Residential Code (IRC) edition 2012;
- FLOOD DAMAGE PREVENTION ORDINANCES must require new structures to be at least 2-feet above base flood elevation;
- ZONING ORDINANCES based upon a land use plan or comprehensive plan; and
- Forward-looking LAND USE PLANS and/or COMPREHENSIVE PLANS that integrate hazard mitigation planning.

PUBLIC SERVICE ACTIVITIES

- Activities leading to an increase in community knowledge and/or the National Flood Insurance Program's voluntary Community Rating System's (CRS) incentive program.
- Examples include education and outreach campaigns that alert communities and beneficiaries to mitigation opportunities and best practices. Public Service activities must meet a HUD national objective.

Application intake will begin on June 1, 2022 and will be processed for eligibility on a first come, first served basis until June 1, 2028 or until funding is exhausted, whichever is first.

SCOPE OF WORK: Jefferson County is requesting proposals from all interested consulting firms/consultants desiring to provide PROFESSIONAL GRANT ADMINISTRATION SERVICES for Texas General Land Office Community Development Block Grant Disaster Recovery-Mitigation, Resilient Communities Program (RCP) contracts, **if awarded**.

If awarded, the contracted Grant Administrator will assist Jefferson County in its **application(s)** for the implementation of one or more contracts, from the GLO's CDBG-MIT RCP Program. The County is considering applying for such funding for planning activities.

1.2 PROCEDURE.

Qualified Consultants/Consulting Firms are encouraged to submit a proposal in response to this Request for Proposals (RFP). The Jefferson County Commissioners' Court will appoint a Selection Review Committee to evaluate qualified Responses. Responses will be ranked on the basis of demonstrated experience, competence, qualifications, and cost of services.

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

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Jefferson County Commissioners' Court will select individuals that are necessary and appropriate to serve on the Selection Review Committee. The Selection Review Committee is to include (1) elected official; with the total number of committee appointments *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.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent 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 respondent. The RFP response 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. Responses, 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.

1.5 LAWS AND REGULATIONS.

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

1.6 MINIMUM INSURANCE REQUIREMENTS.

The CONTRACTOR shall, at all times during the term of this contract, maintain **professional liability insurance coverage**. Such insurance is to be provided at the sole cost of the contractor. This requirement does not establish limits of the contractor's liability.

Contractor shall furnish Jefferson County with Certificate of Insurance with a *Written Notation* that Jefferson County is **an additional insured** on the policy, and will provide the actual policy wording or endorsement showing as such.

1.7 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFP shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Grant Administrator (Consultant/Consulting Firm) shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Grant Administrator (Consultant/Consulting Firm) under contract shall be made available to any individual or organization by the Grant Administrator (Consultant/Consulting Firm) without the prior written approval of the County.

RESPONDENT:

INSERT COPY OF CERTIFICATE OF INSURANCE (PROFESSIONAL LIABILITY POLICY) BEHIND THIS PAGE.

Note: For RFP response submission 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 Respondent(s) prior to the issuance of a Purchase Order.

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

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

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

employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

	<p>contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	2 CFR 200 APPENDIX II (H)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated 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</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	covered by 31 U.S.C. 1352 . Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.</p>	

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

	<p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	<p>2 CFR 200.322(a)(b)(1) (2)</p>
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>	<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>	<p>2 CFR 200.336</p>
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>2 CFR 200.321</p>

	<p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	<p>2 CFR 200.334</p>
<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,</p>	<p>Texas Government Code 2252.152</p>

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

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Respondent:
Please complete this form and include
with RFP response submission.

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

**Please complete this form and include
with RFP response 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)

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM <u>Respondent:</u> Please complete this form and include with RFP response submission.</p>
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SECTION 3: RFP SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1 SUBMISSION OF PROPOSAL.

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

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

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

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

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

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.

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 AM CT, WEDNESDAY, NOVEMBER 1, 2023.

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.

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.

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.

3.3 COURTHOUSE SECURITY.

All visitors to the Courthouse must pass through Security. Respondents planning to hand deliver RFP responses 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.

3.4 COUNTY HOLIDAYS 2023 (REMAINING):

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

3.5 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 proposals 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.

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

3.6 PRE-PROPOSAL CONFERENCE.

A Pre-Proposal Conference **will not** be held for this project.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to JAMEY WEST, CONTRACT SPECIALIST at: Jamey.West@jeffcotx.us

The Deadline for Submission of Questions and/or Requests for Additional Information (in writing) is:

5:00 pm CT, MONDAY, OCTOBER 23, 2023

3.8 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/RFP/RFQ 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.

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFP RESPONSE 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 SUBMISSION.

FORM 1295, Completion Instructions, and Login Instructions are available via the Texas Ethics Commission Website at:

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

SAMPLE: A sample of a completed FORM 1295 is included on **PAGE 22**.

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 FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File	
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4 Name of Interested Party		City, State, Country (place of business)	
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		Nature of Interest (check applicable)	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.		<input checked="" type="checkbox"/> Controlling	<input type="checkbox"/> Intermediary
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
_____		<input type="checkbox"/>	<input type="checkbox"/>
5 Check only if there is no Interested Party. CHECK BELOW IF APPLICABLE <input type="checkbox"/>			
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20_____. (month) (year) <div style="text-align: right; margin-top: 10px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>			
ADD ADDITIONAL PAGES AS NECESSARY			

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

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

RESPONDENT:

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

RESPONDENT: INSERT PROOF OF REGISTRATION/CERTIFICATION STATUS FOR ANY/ALL OF THE FOLLOWING, IF APPLICABLE:

HUB (Historically Underutilized Business)

DBE (Disadvantaged Business Enterprise)

MWBE (Minority/Women Owned Business Enterprise)

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

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for GRANT ADMINISTRATION AND MANAGEMENT SERVICES for Jefferson County are required to submit a Proposal in order to be considered for contracts under this procedure. Only firms with proposals submitted in response to this Request for Proposal will be evaluated.

The proposal should be no more than 40 PAGES (excluding these RFP specifications and and/all Addenda), and shall contain at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process.
9. A description of representative work accomplished for all jobs within the past five (5) years.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFP to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Grant Administration and Management Services to Jefferson County.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on **PAGE 32** of this package.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

PROPOSAL REQUIREMENTS.

- A copy of your current **certificate of insurance** for professional liability.
- **Statement of Conflicts of Interest**
(if any) the service provider or key employees (if any) may have regarding these services, and a plan for mitigating the conflict(s). Note that City/County/District may in its sole discretion determine whether or not a conflict disqualifies a firm, and/or whether or not a conflict mitigation plan is acceptable.
- **System for Award Management.**
Service provider must have a current registration in the System for Award Management (<https://www.sam.gov/SAM/>). Service provider and its Principals, may not be debarred or suspended nor otherwise on the Excluded Parties List System (EPLS) in the System for Award Management (SAM). Include verification that the service provider as well as its principals are not listed (are not debarred) through the System for Award Management (www.SAM.gov). Enclose a printout of the search results that includes the record date. This clearance information must be included in the service provider's RFP Response. See **PAGE 20**.
- **Form CIQ**, (enclosed, See **PAGE 38**.)
Texas Local Government Code chapter 176 requires that any vendor or person who enters or seeks to enter into a contract with a local government entity disclose in the Questionnaire Form CIQ the vendor or person's

employment, affiliation, business relationship, family relationship or provision of gifts that might cause a conflict of interest with a local government entity. Questionnaire form CIQ is included in the RFP and must be submitted with the response. **Certification Regarding Lobbying** (enclosed). Certification for Contracts, Grants, Loans, and Cooperative Agreements is included in the RFP and must be submitted with the response.

- **Form 1295** (Completed, SEE PAGE)
Effective January 1, 2018, all contracts and contract amendments, extensions, or renewals executed by the Commissioners Court will require the completion of Form 1295 "Certificate of Interested Parties" pursuant to Government Code § 2252.908. Form 1295 must be completed by the awarded vendor at time of signed contract submission. Form 1295 is included in this RFP for your information. Form 1295 requires the inclusion of an "unsworn declaration" which includes, among other things, the date of birth and address of the authorized representative signing the form.
- **Required Contract Provisions.**
Applicable provisions (enclosed) must be included in all contracts executed as a result of this RFP.
- **Contracting with minority businesses, women's business enterprises, and labor surplus area firms.**
Small and minority businesses, women's business enterprises, and labor surplus area firms **must** participate in this RFP.

If the AWARDED VENDOR is a prime contractor and *may use subcontractors*, the following affirmative steps are required of the prime contractor:

- 1) Placing qualified minority businesses and women's business enterprises on solicitation lists;
- 2) Assuring that minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by minority businesses, and women's business enterprises;
- 4) Establishing delivery schedules, where the requirement permits, which encourage participation by minority businesses, and women's business enterprises;
- 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the Department of Commerce.
- 6) **Please choose the MBDA Center that is in closest proximity to your community. Email your Request for Qualifications (RFP) to the appropriate center.**

Minority-owned businesses may be eligible for contract procurement assistance with public and private sector entities from MBDA centers:

Dallas MBDA Business Center
8828 N. Stemmons Freeway, Ste. 550B
Dallas, TX 75247
214-920-2436
Website: <https://www.mbdadfw.com>

Email: admin1@mbdadallas.com

El Paso MBDA Business Center
2401 East Missouri Avenue
El Paso, TX 79903
915-351-6232
Website: <https://www.mbda.gov/business-center/el-paso-mbda-business-center>

Email: treed@ephcc.org

Houston MBDA Business Center
3100 Main Street, Ste. 701
Houston, TX 77002
713-718-8974
Website: <https://www.mbda.gov/business-center/houston-mbda-business-center>

Email: MBDA@hccs.edu

San Antonio MBDA Business Center
501 W. Cesar E. Chavez Blvd., Ste. 3.324B
San Antonio, TX 78207
210-458-2480
Website: <https://www.mbda.gov/business-center/san-antonio-mbda-business-center>

Email: orestes.hubbard@utsa.edu

Woman-owned businesses may be eligible for assistance from SBA Women’s Business Centers:

Dallas Fort Worth WBC

7800 N. Stemmons Fwy., Ste. 120
Dallas, TX 75247
214-572-9452
Website: <https://womensbusinesscenterdfw.com/>

Email: wbcdfw@liftfund.com

WBEA – Women’s Business Center

9800 Northwest Freeway, Ste. 120
Houston, TX 77092
713-681-9232
Website: <https://www.wbea-texas.org/womens-business-center>

Email: wbc@wbea-texas.org

LiftFund Women’s Business Center
600 Soledad St.
San Antonio, TX 78205
888-215-2373 ext. 3000
Website: <https://womensbusinesscentersa.com/>

Email: wbc@liftfund.com

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

If any material in proposal submission is considered by Respondent to be confidential or proprietary information (including manufacturing and/or design processes exclusive to the Respondent).

Respondent must clearly mark the applicable pages of Respondent’s proposal to indicate each claim of confidentiality. Additionally, Respondent 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 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, Respondent agrees to reproduction by Jefferson County, without cost or liability, of any copyrighted portions of Respondent’s Proposal Submission or other information submitted by Respondent.

3.13 EVALUATION SCORING CRITERIA FOR RFP RESPONSES

The appointed Selection Review Committee will consider the following criteria in evaluating responses:

- | | |
|---|--------------------------|
| - EXPERIENCE AND QUALIFICATIONS | 30 maximum points |
| - WORK PERFORMANCE (References and Prior Experience) | 30 maximum points |
| - CAPACITY TO PERFORM | 20 maximum points |
| - PROPOSED FEE | 20 maximum points |

SEE **SAMPLE SCORING SHEET** FOR A DETAILED BREAKDOWN OF SCORING CRITERIA, **PAGE 29**.

Administration/Professional Services Rating Sheet

CDBG DISASTER RECOVERY-MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM

Grant Recipient _____
Name of Respondent _____
Evaluator's Name _____

Date of Rating _____

Experience:

Rate the Respondent Proposal (RFP) by awarding points up to the maximum listed for each factor. Information necessary to assess the Respondent on these criteria may be gathered either from past experience with the Respondent and/or by contacting past/current clients of the Respondent.

Experience

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Related Experience/Background with federally funded projects	10	_____
2. Related Experience/Background with specific project type: Community Development Block Grant (CDBG) - Disaster Recovery (DR) Mitigation (MIT), Resilient Communities Program (RCP)	10	_____
5. References from current/past clients	10	_____
Subtotal, Experience	30	_____

Work Performance

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Submits requests to client/GLO in a timely manner	5	_____
2. Responds to client/GLO requests in a timely manner	5	_____
3. Past client/GLO projects completed on schedule	5	_____
4. Work product is consistently of high quality with low level of errors	5	_____
5. Past client/GLO projects have low level of monitoring findings/concerns	5	_____
6. Manages projects within budgetary constraints	5	_____
Subtotal, Performance	30	_____

Capacity to Perform

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
1. Qualifications of Professional Administrators / Experience of Staff	5	_____
2. Present and Projected Workloads	5	_____
3. Quality of Proposal/Work Plan	5	_____
4. Demonstrated understanding of scope of the CDBG-DR Project	5	_____
Subtotal, Capacity to Perform	20	_____

Proposed Cost

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
Proposed cost is in line with independent estimate and compared with all cost proposals received	20	_____
	20	_____

TOTAL SCORE

<u>Factors</u>	<u>Max.Pts.</u>	<u>Score</u>
<input type="checkbox"/> Experience	30	_____
<input type="checkbox"/> Work Performance	30	_____
<input type="checkbox"/> Capacity to Perform	20	_____
<input type="checkbox"/> Proposed Cost	20	_____
Total Score	100	_____

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

Respondent's Company/Business Name: _____

Respondent'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

<p>REQUIRED FORM <u>Respondent:</u> Please complete this form and include with RFP response submission.</p>
--

COST PROPOSAL FORM

**REQUEST FOR PROPOSAL (RFP 23-066/JW)
 PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
 FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-
 MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM**

Maximum Grant Award Amount: \$300,000.00

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	_____ %
\$100,000 - \$199,999.99	_____ %
\$200,000 - \$300,000.00	_____ %

REQUIRED FORM
Respondent: Please complete this form and include with RFP submission.

VENDOR REFERENCES FORM

Respondent: 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

Respondent: Please complete this form and include with RFP 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 RFP Response shall remain in effect for ninety (90) days from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this RFP response 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 Proposal Submission, 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)

Street & Mailing Address

City, State & Zip

Telephone Number

E-mail Address

Signature

Print Name

Date Signed

Fax Number

<p>REQUIRED FORM</p> <p>Respondent:</p> <p>Please complete this form and include with RFP response submission.</p>

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

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

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

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

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

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

Approved by OMB
 0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM
Respondent:
 Please complete this form and include with RFP response submission.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

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

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

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

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

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

(2) the vendor:

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

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

or

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

vendor;

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE		FORM CIQ
For vendor doing business with local governmental entity		
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</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>	OFFICE USE ONLY	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>	<p>Date Received</p>	
<p>2 <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>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>		

Adopted 8/7/2015

REQUIRED FORM
Respondent:
Please complete this form and include with RFP response submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
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
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	List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B). Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ Date Gift Accepted _____ Description of Gift _____ (attach additional forms as necessary)	
6	AFFIDAVIT 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;"> _____ 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;"> _____ Signature of officer administering oath _____ Printed name of officer administering oath _____ Title of officer administering oath </div>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

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
Respondent:
Please complete this form and include with RFP response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFP response 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

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 RFP Responses 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 Non-Disclosure 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 Non-Disclosure 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
Respondent:
Please complete this form and include with RFP response submission.

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

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP) specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my response will remain firm for a period of up to **60 DAYS** in order to allow Jefferson County adequate time to evaluate the proposal submitted.

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

Sworn to and subscribed before me
this _____ day of
_____, 20__

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include
with RFP response submission.

ATTACHMENT D: CONTRACTOR'S RESPONSE

Request for Proposal (RFP 23-066/JW)

Professional Grant Administration and
Management Services for Texas General Land
Office (GLO) Community Development Block Grant
Disaster Recovery-Mitigation (CDBG-MIT) Resilient
Communities Program



**PROFESSIONAL GRANT ADMINISTRATION
SERVICES PROPOSAL FOR
THE RESILIENT
COMMUNITIES PROGRAM**

JEFFERSON COUNTY, TEXAS

PROPOSED BY:

Langford Community Management Services
9017 W. Hwy. 29, Suite 206
Liberty Hill, Texas 78642

PROPOSED TO:

Jefferson County, Texas
1149 Pearl Street
Beaumont, Texas 77701



Jefferson County
1149 Pearl Street
Beaumont, Texas 77701

Phone: 409-835-8400
Jamey.West@jeffcotx.us

RE: Proposal for Resilient Communities Comprehensive Plan and Development Services and Grant Administration Services - GLO CDBG-MIT

Langford Community Management Services, Inc. (LCMS) is pleased to submit this proposal to provide Comprehensive Plan Development and Grant Management Services for Jefferson County. We have reviewed the evaluation criteria for the GLO-Resilient Communities Program grant and because there are no fund-matching requirements, we recommend the County leverage this opportunity by requesting the full \$300,000 available to build a robust digital comprehensive plan. *Our goal is to help you develop a plan that matches your community's culture and values and can be easily accessed and used to guide decisions long after the grant closes.* Historically, comprehensive plans have been delivered in a three-ring binder and ended up on a shelf, but LCMS would like to help you create digital tools and plans that can be used to easily update, share, and leverage your community's data to start making more informed decisions. LCMS' passion is to empower communities to build their best possible future.

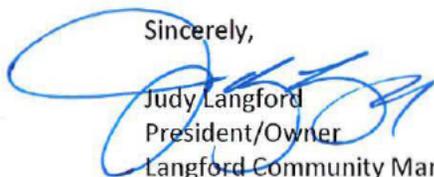
By building the customized digital tools your community needs to improve resiliency through a data-driven comprehensive planning process, the city will receive current, updated, reliable, and accurate risk information for the community leaders to quickly adapt to the ever-changing hazards of the future.

From the enclosed information, you will find that the LCMS team has an excellent record of performance in providing quality service in Grant Administration and Plan Development. We have successfully secured six (6) GLO – RCP contracts to date at the full \$300,000 funding and we are confident we have the team and project experience to successfully develop the County's Plan and administer the grant for your project.

We trust this proposal provides all the requested information. Please contact me at (512) 452-0432 if you have any questions or require additional information about LCMS to complete your assessment of our capabilities.

LCMS values our relationship with the county, and we appreciate your consideration of our proposal. We look forward to hearing from you regarding your review of the proposal and the opportunity of working with you on this important project. It would be our pleasure to get this project started as soon as possible.

Sincerely,



Judy Langford
President/Owner
Langford Community Management Services

ADMINISTRATION SERVICES

Introduction

Langford Community Management Services, Inc. (LCMS) has been serving Texas Cities and Counties and their grant writing and administration needs for nearly 40 years. LCMS incorporated as a Women-owned Business Enterprise (WBE) in 1997, having worked with numerous grants since 1983 as a sole proprietorship. LCMS became a certified HUB through the Secretary of State's office and has maintained that certification since 2009. As a Texas "home-grown" business, LCMS has chosen to concentrate in helping to strengthen Texas communities through community and economic development while advocating for affordable housing through local program development and statewide policy changes affecting Texas communities. Judy Langford, President and Owner, is actively engaged in every project we undertake, and will be integrally involved in every step along the way. With our roots in public service, LCMS strives to meet our clients' needs with the recognition that all local governments are in place to assist the public and provide basic services to sustain their communities.

Statement of Qualifications

Langford Community Management Services (LCMS) brings full-spectrum grant writing, plan development and management service with over 39 years of Texas-based grant administration as a firm, and more than a century of combined experience from our team of grant specialists. Langford, being created and continued by service-driven individuals, many of whom worked as public servants for many years prior to coming to this job, take very seriously the fact that we are project managers.

LCMS has written and administered millions of dollars in grants and loans from state and federal agencies, including the Texas Water Development Board (TWDB), Texas Department of Agriculture (TDA), General Land Office (GLO), Texas Department of Housing and Community Affairs (TDHCA), Texas Department of Emergency Management (TDEM), Texas Department of Economic Development (TDED), Texas Parks and Wildlife (TPWD), Texas Department of Transportation (TxDOT), Texas Water Commission (now Texas Commission on Environmental Quality-TCEQ), Department of Energy (DOE), State Energy Conservation Office (SECO), Housing and Urban Development (HUD), United States Department of Agriculture (USDA), Texas Historical Commission (THC), U.S. Department of Justice (DOJ), Federal Emergency Management Agency (FEMA) and the Economic Development Administration (EDA).

Approach to Providing Services

Comprehensive plans take the community goals and aspirations and formalize them into actionable policies that determine what can be built within a certain jurisdiction and where. Comprehensive plans themselves serve as guiding documents that provide the framework by which regulatory structures are created. Comprehensive plans can be developed for a single community or as a multi-jurisdictional plan that includes multiple communities across a county or larger multi-county planning region. The comprehensive plan will be forward-looking and will integrate your hazard mitigation plan and will identify local hazard risks and explain how it mitigates against those risks. The plan will also include a Population Study, Housing Study, Land Study/Plan, Zoning Ordinance (if applicable) and an

Infrastructure Study/Capital Improvement Plan.

LCMS understands the need for the selected consulting firm to administer, develop the comprehensive plan and manage the program entirely. LCMS is familiar with the planning area for the County. All work will be performed in the LCMS offices in Liberty Hill and with our planning partner KU & Associates. LCMS is experienced with comprehensive plan development and the processes associated with it.

Experienced Staff

LCMS and Ku & Associates will provide experienced, professional staff to develop the County's comprehensive plan, and manage any awarded and approved funds for the County.

LCMS ranks our employees as our #1 asset. Our work with more than 150 communities would not be possible without the knowledge, experience and skills of our staff members. LCMS has in place a strong team with vast training and experience in HMA, TWDB, CDBG-DR and TxCDBG Programs. Our staff members are trained and certified through Texas Department of Emergency Management in Mitigation Plan Development and are also trained and certified through Texas Department of Agriculture to be administrators of the TxCDBG Program. Many are CDBG trained for environmental reviews and trained and certified with the Texas Department of Transportation for administration of TxDOT projects.

Dennis Ku, P.E., with Ku and Associates will partner with LCMS to develop and prepare the City's comprehensive plan. Mr. Ku has over 25 years of experience in a wide range of civil and land development engineering work including site, subdivision, and utilities construction projects. His experience includes the planning, design, and construction oversight for municipal and private water distribution and sewer facilities, drainage, water quality, and detention facilities. He has extensive project management experience, and experience as a program manager overseeing the planning, design, and delivery of more than 1,500 infrastructure projects. Mr. Ku also has substantial knowledge on Federal and State funding program rules and regulations.

OVERVIEW OF PLANNING PROCESS

Comprehensive Plan Development

Comprehensive plans take the community goals and aspirations and formalize them into actionable policies that determine what can be built within a certain jurisdiction and where Comprehensive plans themselves serve as guiding documents that provide the framework by which regulatory structures are created. Comprehensive plans can be developed for a single community or as a multi-jurisdictional plan that includes multiple communities across a county or larger multi-county planning region.

LCMS's approach seeks to modernize comprehensive planning for your community by leveraging the use of Geographical Information Systems (GIS) tools for mapping, data management and data visualization. The resulting delivered product will not only include the traditional hard copies and electronic copies of the narrative chapters, maps and appendices of supporting documentation of the finalized plan, but will also include digitized maps and database of the data collected and developed during the planning process. This will allow the County to engage in more dynamic planning process into the future by facilitating the capture and update of existing conditions in their community, as well as using GIS based visualization tools for analyzing future conditions.

Modernized planning approaches allow community leaders to quickly adapt to the ever-changing future, by integrating local data with neighboring communities, state, and federal partners. Community leaders will gain the ability to access to reliable and accurate risk information, optimize mitigation projects, and find potential funding for projects. As new information becomes available, communities with strong data management plans will be in the position to provide community leaders with the data visuals and tools to discover and build their best possible future.

LCMS fully understands the need for the selected consulting firm to administer, develop the comprehensive plan and manage the program entirely. LCMS is familiar with the planning area for the County having provided services to cities for Disaster Recovery and Mitigation projects over many years. All work will be performed in LCMS's offices in Liberty Hill and with our planning partners Ku and Associates and Doucet Engineers. LCMS and our team members are highly experienced with comprehensive plan development and the processes and procedures associated with it.

The housing study will examine the existing housing stock and provide recommended changes to policy and regulations to meet the City's future housing needs in a resilient manner. The Infrastructure Study and Capital Improvements plan will include analyses of the County's water, sewer, drainage, and transportation systems and facilities and provide recommended improvements to meet the City's future needs. The Land Use Plan will include an economic analysis and examine existing land use and zoning and land use related codes and provide recommendations regarding future land use to inform Zoning/Permitting updates. A general summary of the steps LCMS will follow to develop each of the various studies and plans (Population, Housing, Land Use, Infrastructure and Capital Improvement) is presented in the table below:

Comprehensive Plan Study and Plan Elements Process Summary	
Task	Description
Data Collection	<ul style="list-style-type: none"> • Base maps, inventory, previous plans, studies and ordinances from City/County records • Digitized data, including maps, shape files, hazard and risk information, and building data • Applicable State and Federal data including Census population and TWDB and TCEQ records
Data Analysis	<ul style="list-style-type: none"> • Data verification • Inventory update Assessment • Existing conditions assessment • Future conditions development • Resilience and Mitigation Analysis Gap Analysis and Needs Assessment
Alternatives Analysis & Final Recommendations with both a printed and digital final document	<ul style="list-style-type: none"> • Develop Initial Concepts & Alternatives • Develop Initial Draft Plan Recommendations • Develop Draft Final Plan Recommendations • Final Plan Recommendations

To ensure the comprehensive plan reflects the goals and objectives of the community, LCMS will work with you to conduct an extensive stakeholder engagement process that will include the activities summarized on the following page:

Stakeholder Engagement Process Activity Summary	
Task	Description
Kickoff Meeting	Establish key points of contact and roles and responsibilities.
Planning Committee and Community Engagement	Establish the Planning Committee and hold periodic meetings to seek input and provide updates on plan progress.
Key Stakeholder Engagement	Establish Key Stakeholder Group and hold regular meetings to seek input on goals, objectives, and alternative concepts and recommendations.
Public Meetings and Hearings	Coordinate and hold public workshops to gather input on initial concepts and alternatives and draft comprehensive plan recommendations. Assist staff in providing updates and presentations to County Commissioners during Comprehensive Plan development and final adoption.

LCMS will assist the County in developing or updating the County's Zoning/Permitting and policies, based on the recommendations in the Comprehensive Plan. LCMS will attend scheduled meetings to assist the County during the development and adoption of the proposed Zoning Permitting. The following pages outline the proposed process for developing the Comprehensive Plan - the "Plan for Planning".

Overview of the Plan for Planning

The Plan for Planning establishes the path for the overall planning effort for developing a Comprehensive Plan. The steps include:

- Introduction of Comprehensive Development Plan
- Community Outreach and Public Participation
- Project Planning Committee
- Schedule

The intent of the Comprehensive Development Plan is to develop and integrate the City's plan for: land use; annexation; public utilities and infrastructure; economic development; housing; transportation; environmental quality; parks and natural resources; as well as intergovernmental coordination.

Community Outreach & Public Participation

The community outreach goal of the PLAN Review is to offer opportunities and encouragement to all citizens, businesses, interest groups, relevant units of government to participate in a meaningful way throughout the entire process. The public participation process will:

- Ensure all planning decisions are open to public comment.
- Produce better planning decisions.
- Support and add credibility to all County decision-making processes.
- Provide opportunities to disseminate information about the PLAN to the community.
- Strengthen the relationship between our decision makers and citizens; and,
- Reinforce the shared vision for the future of the County as described in the Comprehensive Development Plan.

A "stakeholder" is any group or organization that has a vested interest in the planning process. The County will identify and engage representatives from a diverse range of stakeholders to participate. Key stakeholders are:

- Community residents, including those who have not historically been engaged in the decision-making process, such as low-income residents, minority groups, and young people.
- Local Businesses and industries.
- The development community, including real-estate professionals.
- County staff and elected officials.
- County Organizations' leadership.
- Banks, churches, civic clubs, students organizations, and service organization.

Provisions for Open Discussion

To ensure that public meetings allow for an open discussion of the relevant issues, the County will make every effort to ensure those who choose to participate have the opportunity to have their opinions heard. To accomplish this, the following actions will be implemented:

- An agenda will be established for each public hearing or meeting outlining the purpose, items to be discussed, and any actions that may be taken.
- A variety of days and times will be scheduled to encourage maximum participation by County residents and other stakeholders.
- A clearly identifiable facilitator or chair will conduct the meeting or hearing in an orderly fashion to ensure that all attendees have an opportunity to offer comments, discuss issues, or provide testimony.
- The facilitator or chair will provide opening remarks that clearly outline the purpose of the meeting or hearing, describe procedures attendees **shall** use during the meeting or hearing when offering input, and describe how the public input will be used.
- All persons attending the meeting or hearing that desire to participate should be allowed to do so. However, specific factors, such as the meeting or hearing purpose, number in attendance, time considerations, and future opportunities to participate may require that appropriate constraints be applied, to be outlined by the facilitator or chair if the need arises.
- All attendees will be encouraged to sign in using a provided sign-in sheet.
- Special arrangements will be made under the provisions of the American with Disabilities Act (ADA) with sufficient advance notice.

Project Planning Committee

To facilitate the process, the County Commissions Court will appoint a “Planning Committee” to bring together a diverse range of stakeholders to prepare a comprehensive and integrated plan. The Planning Committee will include representatives of the community at large including the school system, local businesses, non-profit organizations, local churches and the development community.

To achieve its goal of providing opportunities and encouragement to County residents and stakeholders to participate in the planning process, the project team will use a variety of approaches to inform the public and invite participation.

Develop a Link on the County's Website

The Project Team will post information regarding the Comprehensive Development Plan Review progress and dates of upcoming public participation sessions. This information may include agendas, minutes, draft plan elements and reports, maps, photographs, and survey results, as well as provide an opportunity for the public to provide input.

News Releases and Mass Media

Throughout the planning process, the Planning Committee will make efforts to keep the public informed through media outlets such as the *local newspaper and local radio*, as well as County administered media such as the County website and the County's social media accounts.

Public Workshops and Meetings

The Planning Committee will hold a series of public workshops and meetings to gather information relevant to the development. Through public comment residents and other stakeholders will be able to participate and become instrumental in the planning process.

Targeted Community Outreach

The Planning Committee will reach out to community groups such as non-profits and related organizations to attain stakeholder diversity in the project team and public participation.

Schedule

The review will launch and continue for approximately 12 months. It will conclude with the County Council's adoption of the Comprehensive Development Plan.

Event	Description	Date	
County Commissioner's Meeting	Approval of Scope, Schedule & Planning Committee	Regular monthly council meeting	Staff & Project Team
Staff & Project Team Meeting	First meeting with Staff & Project Team	Kick-off	Staff & Project Team

Planning Committee	First meeting with Planning Committee	Bimonthly meetings	Staff, Project Team & Committee
Virtual Public Workshop/ Planning Committee Meeting. *	Meeting # 1: Overview. Community Profile. Vision.	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Meeting. *	Meeting # 2: Public Utilities/ Infrastructure. Environmental Quality. Parks and Recreation.	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Meeting. *	Meeting # 3: Housing. Economic Development. Implementation	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Meeting*	Meeting # 4: Transportation Chapter Land Use Annexation	Bimonthly meetings	Staff, Project Team & Committee
Planning Committee Public Workshop*	Open Public "Walk-In" Workshop(s) of Committee.	Bimonthly meetings	Open to public
Planning Committee Meeting. *	Meeting # 5: Overall review to discuss comments from Public Workshop.	Bimonthly meetings	Staff, Project Team & Committee
County Public Hearing.	Comprehensive Development Plan Update Review and Adoption.	TBD	Open to public

*Planning Committee meetings will be followed up with a progress report to the County at their regularly scheduled meetings.

Appendix A

The Plan vision has three goals to guide future growth and development:

- **Healthy & Active Community:** A community that provides safe infrastructure and amenities to allow opportunities for a healthy and active lifestyle, to include aspirations such as:
 - Bicycle and pedestrian accessibility.
 - Complete streets.
 - Ample parks and open space.
 - Compact & mixed-use development
 - Access to healthy foods.

- **Sustainable Community:** A community that will be sustainable - both economically and environmentally - for generations to come, to include aspirations such as:
 - Promote transit and other alternative transportation modes for reduced dependence on fossil fuels.
 - Stream valley protection.
 - Energy conservation and recycling.
 - Air and water quality.
 - Diverse economic base
 - Preserving historical resources.

- **Inclusive Community:** A community that embraces cultural diversity and lifestyles for all age groups, to include aspirations such as:
 - Access to transit and other alternative transportation modes for increased choice.
 - Range of housing choices and affordability levels.
 - Access to a variety of dining, shopping, entertainment, and employment options.
 - Parks and open space offering a range of activities.
 - Support services such as day care, health care, and retrofitting houses.

PLANNING PROJECTS & REFERENCES

City of Lyford Comprehensive Plan



LCMS has been working with the City of Lyford for 18 years. We look at the cities and counties we work with in a comprehensive manner to best serve their project needs. We completed a Comprehensive Plan for the City. As part of the planning efforts, other potential projects and funding sources were identified. The City has been funding for HOME program, the Community Enhancement Fund for a

Health Clinic, multiple General Land Office disaster related drainage projects, Hazard Mitigation Program Grants for drainage projects and multiple TDA TxCDBG water and sewer projects.



City of Uhland Comprehensive Plan

LCMS has worked with the City of Uhland for over 15 years. As with all communities we work with, we strive to deliver as many opportunities as possible for sustained growth and grant program projects. LCMS met numerous times with leaders of the community appointed by council (planning committee) to develop a Comprehensive plan for the City. Preparation of the Comprehensive Plan included an analysis of the land use, transportation, housing, environmental and utilities. The City of Uhland is situated along Plum Creek and Highway 21 just east of the City of Kyle. A part of the fast-growing Austin Metropolitan area, the City of Uhland is experiencing unmatched growth. Using the Comprehensive plan as a base document, the City created a Planning and Zoning Commission to assist council with the review and approval of the numerous housing developments proposed in Uhland.



To better serve the City, LCMS has completed not only the Comprehensive Plan, but also a Downtown Revitalization Project, several water system improvement projects through TxCDBG, a GLO Disaster Recovery grant for drainage repairs/improvements and are kicking off a large GLO Mitigation Grant for drainage to improve the damages the City sustains during flash floods along Plum Creek.

City of Flatonia Comprehensive Plan

LCMS has worked with the City of Flatonia for over 23 years. Flatonia's Comprehensive Plan provides a guide for the physical development of the community by identifying characteristics



and features which influence the community growth patterns. Included in this plan is an analysis of Flatonia's historical patterns of development in the areas of housing, population, land use, and projections for the City's future. Attention is given to the adequacy of each of these major elements for future development needs and how these facilities will affect and

be affected by future growth. The plan also suggests appropriate objectives which would assist in meeting the community's goals regarding future growth and development.

As with the aforementioned City's, LCMS work closely with the City to match needs to grant funding possibilities. Several possible grant applications were identified in the planning process. We work in partnership with the City to best position our clients for the most funding opportunities.



Langford Community Management Services Grant Management Experience

YEAR	CLIENT	AMOUNT	YEAR	CLIENT	AMOUNT
2012	Florence	\$ 275,000.00	2014	Stockdale	\$ 275,000.00
2012	Florence	\$ 327,500.00	2014	Weimer	\$ 350,000.00
2012	Gatesville	\$ 75,000.00	2014	West	\$ 274,999.00
2012	Harker Heights	\$ 350,000.00	2015	Buda	\$ 430,377.00
2012	La Coste	\$ 275,000.00	2015	Hays County	\$ 2,349,747.00
2012	Live Oak Colonia	\$ 500,000.00	2015	Hays County	\$ 5,003,006.00
2012	Live Oak Colonia	\$ 300,000.00	2015	Lyford B-116	\$ 1,000,000.00
2012	Marble Falls	\$ 275,000.00	2015	Lyford B-118	\$ 433,375.00
2012	Pleasanton	\$ 275,000.00	2015	Uhland	\$ 277,388.00
2012	Wilson County	\$ 350,000.00	2015	Bastrop County	\$ 275,000.00
2013	Bartlett	\$ 275,000.00	2015	Charlotte	\$ 275,000.00
2013	Charlotte	\$ 275,000.00	2015	Devine	\$ 275,000.00
2013	Devine	\$ 275,000.00	2015	Elgin	\$ 275,000.00
2013	Granite Shoals	\$ 275,000.00	2015	Flatonia	\$ 275,000.00
2013	Hondo	\$ 275,000.00	2015	Harker Heights	\$ 275,000.00
2013	La Grange	\$ 275,000.00	2015	City of Hondo	\$ 275,000.00
2013	Lyford	\$ 215,382.00	2015	Karnes City	\$ 275,000.00
2013	Lyford D	\$ 350,000.00	2015	Lyford	\$ 230,870.00
2013	Moody	\$ 300,000.00	2015	Poteet	\$ 275,000.00
2013	Nixon	\$ 275,000.00	2015	Rockdale	\$ 275,000.00
2013	Poteet	\$ 275,000.00	2015	Stockdale	\$ 275,000.00
2013	Refugio County	\$ 300,000.00	2015	Taylor	\$ 350,000.00
2013	Runge	\$ 275,000.00	2015	Taylor	\$ 82,203.00
2013	Taylor-Wilco	\$ 300,000.00	2016	Bastrop County	\$ 447,748.00
2013	Three Rivers	\$ 300,000.00	2016	Lee County	\$ 2,020,000.00
2014	Bandera	\$ 275,000.00	2016	Bandera	\$ 275,000.00
2014	Bertram	\$ 275,000.00	2016	Barlett	\$ 275,000.00
2014	Christine	\$ 275,000.00	2016	Bastrop Coumnty	\$ 350,000.00
2014	Gatesville	\$ 275,000.00	2016	Blanco	\$ 275,000.00
2014	Hallettsville	\$ 275,000.00	2016	Chico	\$ 275,000.00
2014	Hays County	\$ 275,000.00	2016	Eastland County	\$ 350,000.00
2014	Jourdanton	\$ 275,000.00	2016	Falls City	\$ 275,000.00
2014	Karnes County	\$ 275,000.00	2016	Fayette County	\$ 87,271.00
2014	Kenedy	\$ 275,000.00	2016	Florence	\$ 275,000.00
2014	La Coste	\$ 275,000.00	2016	Gatesville	\$ 500,000.00
2014	Lampasas	\$ 275,000.00	2016	Glen Rose	\$ 275,000.00
2014	Lyford	\$ 26,743.00	2016	Granite Shoals	\$ 275,000.00
2014	Martindale	\$ 275,000.00	2016	Kenedy	\$ 275,000.00
2014	Rockdale	\$ 275,000.00	2016	Marble Falls	\$ 275,000.00
2014	Schulenberg	\$ 150,000.00	2016	Martindale	\$ 350,000.00
2014	Smithville	\$ 275,000.00	2016	Meridian	\$ 300,000.00

Langford Community Management Services Grant Management Experience

YEAR	CLIENT	AMOUNT	YEAR	CLIENT	AMOUNT
2016	Natalia	\$ 50,000.00	2017	Thrall	\$ 300,000.00
2016	Nixon	\$ 275,000.00	2017	Uhland	\$ 40,000.00
2016	Runge	\$ 275,000.00	2018	Atascosa County	\$ 275,000.00
2016	Smiley	\$ 275,000.00	2018	Bandera	\$ 275,000.00
2016	Stockdale	\$ 350,000.00	2018	Bastrop	\$ 300,000.00
2016	Tolar	\$ 275,000.00	2018	Devine	\$ 275,000.00
2016	Uhland	\$ 275,000.00	2018	Eastland County	\$ 500,000.00
2016	Wilson County	\$ 350,000.00	2018	Eastland County	\$ 350,000.00
2017	Bastrop County	\$ 2,015,856.00	2018	Fayette County	\$ 300,000.00
2017	Bastrop County	\$ 1,632,148.00	2018	Fayetteville	\$ 300,000.00
2017	Caldwell County	\$ 1,000,000.00	2018	Floresville	\$ 275,000.00
2017	Caldwell County	\$ 1,458,279.00	2018	Hallettsville	\$ 275,000.00
2017	Goliad County	\$ 1,583,333.00	2018	Jourdanton	\$ 275,000.00
2017	Goliad County	\$ 723,030.00	2018	Karnes County	\$ 275,000.00
2017	Gonzalez County	\$ 1,667,714.00	2018	La Coste	\$ 275,000.00
2017	Gonzalez County	\$ 903,466.00	2018	Lampasas	\$ 275,000.00
2017	Hallettsville	\$ 279,939.00	2018	Lyford	\$ 275,000.00
2017	Karnes County	\$ 1,725,606.00	2018	Moulton	\$ 275,000.00
2017	Karnes County	\$ 74,177.00	2018	Pleasanton	\$ 275,000.00
2017	Lee County	\$ 286,021.00	2018	Poth	\$ 275,000.00
2017	Lee County	\$ 1,000,000.00	2018	Schulenberg	\$ 300,000.00
2017	Moulton	\$ 263,295.00	2018	Smiley	\$ 275,000.00
2017	Nixon	\$ 671,903.00	2018	Uhland	\$ 300,000.00
2017	Shiner	\$ 272,693.00	2018	Taylor	\$ 500,000.00
2017	Smiley	\$ 595,907.00	2018	Florence	\$ 750,000.00
2017	Yoakum	\$ 1,416,383.00	2018	Floresville	\$ 500,000.00
2017	Bastrop County	\$ 242,902.00	2018	Liberty Hill	\$ 1,243,165.00
2017	Bertram	\$ 300,000.00	2019	Bastrop County	\$ 300,000.00
2017	Charlotte	\$ 275,000.00	2019	Burnet County	\$ 350,000.00
2017	Cisco	\$ 275,000.00	2019	Charlotte	\$ 275,000.00
2017	Cisco	\$ 350,000.00	2019	Flatonia	\$ 300,000.00
2017	Eastland County	\$ 275,000.00	2019	Florence	\$ 300,000.00
2017	Flatonia	\$ 45,000.00	2019	Granite Shoals	\$ 300,000.00
2017	Hays County	\$ 300,000.00	2019	Hondo	\$ 275,000.00
2017	Hondo	\$ 275,000.00	2019	Lexington	\$ 300,000.00
2017	La Grange	\$ 300,000.00	2019	McLennan County	\$ 300,000.00
2017	Natalia	\$ 275,000.00	2019	Poteet	\$ 275,000.00
2017	Rockdale	\$ 275,000.00	2019	Rockdale	\$ 275,000.00
2017	Runge	\$ 275,000.00	2019	Runge	\$ 275,000.00
2017	Smithville	\$ 300,000.00	2019	Stockdale	\$ 275,000.00
2017	Stockdale	\$ 275,000.00	2019	Liberty Hill	\$ 500,000.00

Langford Community Management Services Grant Management Experience

YEAR	CLIENT	AMOUNT	YEAR	CLIENT	AMOUNT
2019	Florence	\$ 300,000.00	2020	Eastland County	\$ 9,805,900.00
2019	Granite Shoals	\$ 300,000.00	2020	Gonzales County	\$ 6,071,588.57
2019	Hondo	\$ 275,000.00	2020	Hallettsville	\$ 9,882,441.85
2019	Lexington	\$ 300,000.00	2020	Ivanhoe	\$ 11,472,116.80
2019	McLennan County	\$ 300,000.00	2020	Kenedy	\$ 43,040,897.00
2019	Poteet	\$ 275,000.00	2020	Lexington	\$ 6,393,661.50
2019	Rockdale	\$ 275,000.00	2020	Martindale	\$ 6,678,027.21
2019	Runge	\$ 275,000.00	2020	Moulton	\$ 4,298,611.68
2019	Stockdale	\$ 275,000.00	2020	Nixon	\$ 3,592,211.82
2019	Liberty Hill	\$ 500,000.00	2020	Rockdale	\$ 4,417,469.03
2019	Taylor	\$ 40,000.00	2020	San Patricio County	\$ 15,435,182.60
2019	Taylor	\$ 70,000.00	2020	Seadrift	\$ 4,850,939.04
2019	Corpus Christi	\$ 3,000,000.00	2020	Seguin	\$ 37,861,885.50
2020	Blanco	\$ 275,000.00	2020	Smithville	\$ 12,966,041.00
2020	Bynum	\$ 275,000.00	2020	Uhland	\$ 11,851,660.80
2020	Devine	\$ 275,000.00	2020	Yoakum	\$ 8,143,545.20
2020	Falls City	\$ 275,000.00	2020	Yoakum	\$ 4,960,187.10
2020	Floresville	\$ 275,000.00	2020	Comanche	\$ 150,000.00
2020	Hallettsville	\$ 275,000.00	2020	Taylor	\$ 107,351.00
2020	Hitchcock	\$ 408,940.00	2020	Bandera	\$ 150,000.00
2020	Iredell	\$ 275,000.00	2020	Stockdale	\$ 150,000.00
2020	Jourdanton	\$ 275,000.00	2020	La Grange	\$ 750,000.00
2020	Karnes City	\$ 500,000.00	2020	Salado	\$ 150,000.00
2020	Karnes County	\$ 275,000.00	2020	Tomball	\$ 750,000.00
2020	La Coste	\$ 275,000.00	2020	Atascosa County	\$ 461,460.00
2020	La Grange	\$ 275,000.00	2020	Caldwell County	\$ 890,595.00
2020	Lampasas	\$ 275,000.00	2020	Goliad County	\$ 308,148.00
2020	Los Indios	\$ 275,000.00	2020	Kenedy County	\$ 295,360.00
2020	Lyford	\$ 275,000.00	2020	Lee County	\$ 461,460.00
2020	Marble Falls	\$ 275,000.00	2020	Marble Falls	\$ 2,500,000.00
2020	Meridian	\$ 275,000.00	2020	Seguin	\$ 860,000.00
2020	Moody	\$ 275,000.00	2020	Bandera	\$ 275,000.00
2020	Nixon	\$ 275,000.00	2020	Bee County	\$ 275,000.00
2020	Pleasanton	\$ 275,000.00	2020	Bertram	\$ 275,000.00
2020	Santa Rosa -DRP	\$ 275,000.00	2021	Buckholts	\$ 2,922,456.00
2020	Schulenburg	\$ 275,000.00	2021	Lexington	\$ 2,297,000.00
2020	Thrall	\$ 275,000.00			
2020	Austin County	\$ 36,937,293.90			
2020	Bastrop County	\$ 4,240,329.20			
2020	Caldwell County	\$ 17,460,036.00			
2020	Eastland County	\$ 9,999,140.72			

PROPOSED COST OF SERVICE

Cost of Services: Planning and Management Services

To be completed by proposing firm:

The Entity may apply for all, none, or any combination of the activities listed below and choose one or more service providers to implement its awarded Planning and Management activities.

- Development, adoption, and implementation of Building Codes that meet or exceed the standards set forth in the International Residential Code 2012 (IRC 2012);
- Development, adoption, and implementation of a Flood Damage Prevention Ordinance that meets CDBG-MIT requirements of at least 2 feet above base flood elevation;
- Development, adoption, and implementation of a Zoning Ordinance based upon a land use plan or comprehensive plan;
- Development and adoption of forward-looking land use plans that integrate hazard mitigation plans;
- Development and adoption of forward-looking Comprehensive Plans that integrate hazard mitigation plans; or
- Public Service activities focused on education and outreach campaigns designed to alert communities and beneficiaries to opportunities to further mitigate identified risks through insurance, best practices, and other strategies. Public information activities leading to Community Rating System (CRS) credit accrual and CRS eligibility are eligible under this activity.

CDBG-MIT funds administered and implemented through the Texas General Land Office fund these planning activities, and the Mitigation Plan development and approval oversight is administered by HUD and implemented through the Texas General Land Office. Grant awards will be \$300,000 per applicant. The proposed program start date is six (6) months after HUD's approval of [the CDBG-MIT RCP Action Plan] (TBD) and will be processed for eligibility on a first come, first served basis. The proposed end date is six (6) years from the start of the program.

Resilient Communities Program will fund the development, adoption, and implementation of modern and resilient building codes and flood damage prevention ordinances to ensure that structures built within the community can withstand future hazards.

PROPOSED COST FOR GLO CDBG-MIT RESILIENT COMMUNITIES COMPREHENSIVE PLAN

We serve our clients with the end goal in mind and base our service fees on delivered results. We are conscious of the financial burden our communities face in the disaster recovery environment. We operate in a way that minimizes the expenditure of local tax dollars and maximizes grant funding. LCMS will complete the community's application at no cost to the County. No grant administration fees are charged until a GLO CDBG-MIT project is funded. LCMS will apply for and complete the County's Comprehensive Plan for no more than \$300,000 (three hundred thousand dollars), depending on the entity driven type of comprehensive plan and the amount of funds the GLO allows for that activity. We will prepare the application in partnership with the County and submit on your behalf. The table below provides an estimate of costs for each element of the plan. We will determine the final costs to include in the application based on the studies necessary as identified and approved by the County when developing the application. As no GLO match is required, there is no cost to the community.

ANDigital Living Comprehensive Plan

The funding will be utilized to develop a more robust, digital comprehensive plan than traditionally seen in most vulnerable communities, providing the intended equity and resilience for the under served and underrepresented communities in Texas. To effectively prepare for the future, the community needs to analyze diverse and complicated issues that are not typically accounted for in comprehensive plans like high growth corridor population issues, risk assessment and mitigation, climate change, environmental health, social vulnerability, and economic growth.

With this funding, the City, an identified disadvantaged area, can utilize the latest geo database tools, data collection methods, and GIS mapping. The new plan will cost more to produce than a Texas Department of Agriculture funded plan, because it will identify community specific existing and potential local hazards, future risks and explain how to mitigate and be more resilient against those risks. These efforts will consider local and regional planning efforts to reduce future risk to the jurisdiction.

A key element of the new plan will utilize the latest digital engagement software in community forums to educate and gather critical data from interactive community participation (both traditional in-person and virtual workshops) throughout the process which will incur no additional cost.

By building the tools the community truly needs to improve resiliency through the planning process, the County will also receive current, updated, reliable, and accurate risk information for the community leaders to quickly adapt to the ever-changing future, including potential hazards resulting from the effects of climate change, flooding, extreme weather events, and other identified hazards in the area. While there is no cost to the community, below is an estimated budget and use of funds by segment.

Estimated Comprehensive Plan Budget

Community Engagement - Stakeholder and public education/workshops/meetings.	\$52,000
Infrastructure Study - Facility plans for all community infrastructure assets and recommended capital improvements.	\$98,000
Planning Activities - Population, housing and use plans and zoning ordinance.	\$117,000
Administration - Project and grant admin/data collection/other admin and closeout	\$33,000

REFERENCES

&

REQUIREMENTS

References

1. City of Seguin

Steve Parker – City Manager

Contact Number: (830) 379 – 3212

Sparker@Seguintexas.gov

Grant Funding: GLO-CDBG MIT and EDA

Projects: Langford Community Management Services is currently working with the City on a city-wide drainage and street improvement project that is estimated to be approximately \$38 million. These projects will increase/install detention basins, replace low-water crossings with all-water crossings and bridges, and install an underground stormwater conveyance system and drainage network.

Amount of funding secured: \$38.6 Million

2. Karnes County

Wade J. Hedtke – County Judge

Contact Number: (830) 780-3732

Wade.hedtke@co.karnes.tx.us

Grant Funding: Texas Water Development Board & Community Development Block Grants

Projects: Langford Community Management Services has implemented projects designed to improve water infrastructure including water lines, drainage improvements along roadways, and a bridge in the City of Runge. The County is also working with LCMS with implementing a drainage study that is being funded by the Texas Water Development Board.

Amount of funding secured: \$3.5 Million

3. Gonzales County

Patrick C. Davis – County Judge

Contact Number: (830) 672-2327

CJadmin@co.gonzales.tx.us

Grant Funding: Community Development Block Grants

Projects: Langford Community Management Services has implemented several projects with Gonzales County including various communication towers and generators. The current GLO mitigation grant will install two towers, one master site with core server system and a wireless microwave link between sites.

Amount of funding secured: \$6.1 Million

4. City of Smithville

Robert Tamble – City Manager

Contact Number: (512) 237-3282

Citymanager@ci.smithville.tx.us

Grant Funding: Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services has implemented projects to improve street and drainage systems throughout the City of Smithville. The current GLO mitigation grant will also include street improvements, pavement repairs, upgrading/extend the City's existing storm sewer and two regional detention ponds. With their ARP funds, Langford is assisting the city in doing several projects to help mitigate the effects of the COVID-19 pandemic including assisting small businesses, several tourism projects, assistance to the local workforce training center and community clinic, and more.

Amount of secured funding: \$15 million

5. City of Ivanhoe

Cathy Bennett – City Mayor

Contact Number: (409) 283-3299

coicathybennett@gmail.com

Grant Funding: Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services is currently implementing projects to convert the Lake Ivanhoe Dam into a stormwater detention facility, clear and grade drainage channels, and reconstruct the emergency discharge structure and water control gates at Lake Tristan Emergency Spillway and Lake Camelot Water Control and Dam.

Amount of funding secured: \$22 Million

6. City of Hallettsville

Grace Ward – City Administrator

Contact Number: (361) 798-3681

cityadmin@cityofhallettsville.org

Grant Funding: Community Development Block Grants & American Rescue Plan

Projects: Langford Community Management Services has implemented and improved street and drainage projects throughout the City of Hallettsville. Through grant funding the City has also installed storm sewers, box culverts, sidewalks, and is in the process of upgrading their city water meters.

Amount of funding secured: \$12.5 Million

7. San Jacinto County

Caroline Weisinger – County Auditor

Contact Number: (936) 653-4461

caroline@san-jac.us

Grant Funding: American Rescue Plan

Projects: Langford Community Management is currently working with the county to assist local water supply corporations in making various improvements to infrastructure, water supply towers, and obtaining generators.

Amount of funding secured: \$9.5 Million

8. Bastrop County

Judge Paul Pape

Contact Number: (512) 332-7201

Paul.pape@co.bastrop.tx.us

Grant Funding: GLO

Projects: Langford Community Management has assisted Bastrop County with several projects including the following: Wildfire (2012), Fire Station, Ingress and Egress, and currently a drainage project through CDBG-MIT.

Amount of secured funding: \$34 million

9. Caldwell County

Judge Hoppy Haden

Contact Number: (512) 398-1809

Hoppy.haden@co.caldwell.tx.us

Grant funding: GLO CDBG DR and MIT

Projects: Langford Community Management has assisted Caldwell County with several projects including their 2017 Infrastructure project and a 2020 GLO-MIT award for an Emergency Shelter.

Amount of secured funding: \$21 million

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4 _____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity</p>	<p>10/01/23</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Date</p>	

Adopted 8/7/2015

REQUIRED FORM
Respondent:
 Please complete this form and include with RFP response submission.



Email [REDACTED] Phone [REDACTED] Website: www.LCMSinc.com



JUDY LANGFORD

President & Owner

CDBG-MIT Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Understanding of Action Plan Amendments
- Review of future staffing, contracts, scoping, and feasibility
- Financial Management

Educational & Experience

Bachelor of Science,
The University of Texas

39 Years of Experience



Professional Skills

[REDACTED]

Core Task Include

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Email: jill@lcmisinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com



JILL PHINNEY

Disaster Recovery / ARPA
Program Manager

Professional Skills

DISASTER RECOVERY/ARPA PROGRAM MANAGER, LANGFORD COMMUNITY MANAGEMENT SERVICES JUNE 2019 - PRESENT

Provides critical leadership and managerial expertise in delivering multiple operation and programs. Her expertise centers on ARPA, CDBG-DR, CDBG-MIT, FEMA, HUD, NHTSA, and other state and federal programs. Manages the ARPA team and provides guidance and support required for successful project implementation. Experienced in disaster recovery, federal procurement, and grant management with the ability to work on current large-scale disaster recovery efforts. Provides internal quality oversight and day-to-day operations management.

GRANT MANAGER, STATE OF TEXAS GENERAL LAND OFFICE (GLO), COMMUNITY DEVELOPMENT AND REVITALIZATION INFRASTRUCTURE | JANUARY 2017-JUNE 2019

Coordinated, reviewed, evaluated and processed grants at various stages to determine appropriateness of grant expenditures and compliance with requirements and standards. Developed Standard Operating Procedures (SOP's) for CDBG-DR infrastructure program. Represented the GLO within Hurricane Harvey impacted communities by providing outreach to assist in implementing short term housing needs for Texans. Collected, organized, analyzed and prepared materials for executive reports, required federal reports, legislative inquiries and public information requests. Served as a liaison and representative for the grant program with the constituents and other entities within assigned communities. Monitored, reviewed, and evaluated compliance with grant program policies and procedures, statues, and rules with support of disaster recovery teams.

FINANCE AND GRANT CONTRACTOR | CITY OF MINNEAPOLIS, OFFICE OF EMERGENCY MANAGEMENT (OEM) | DECEMBER 2014 - DECEMBER 31, 2016

Coordinated emergency management activities within the finance function of OEM's executive vision and strategy for sustained and significant change to disaster planning operations. Lead, directed, coordinated, evaluated and improved finance and administration functions (including budget development support and grant management and administration). Provided guidance and technical assistance to departments for the development of department level continuity of operations plans and assures compliance with enterprise guidance. Reviewed budgets and monitored expenditures, proposed budget modifications, managed dollars within guidelines of grants received, and ensured fiscal responsibility. Interpreted and applied federal and state laws, policies, rules, and requirements including Uniform Grant Guidance (UGG), Uniform Grants Management Standards (UGMS), Office of Management and Budget (OMB) circulars and Code of Federal Regulations (CFR). Developed and implemented annual plan for Finance section supporting OEM's strategic plan and annual deliverables including assessment of resources needed for plan implementation.

HOMELAND SECURITY AND EMERGENCY MANAGEMENT BUDGET AND GRANT MANAGER | STATE OF MINNESOTA, DEPARTMENT OF PUBLIC SAFETY | JUNE 2007-DECEMBER 2014

Worked for the State Administrative Agency (SAA) on FEMA grant programs including the Non-Profit Security Grant Program (NSGP), Urban Area Securities Initiatives (UASI), State Homeland Security Program (SHSP), and Emergency Management Performance Grants (EMPG). Served as the point of contact between the affected federal, state, local and tribal agencies to ensure program requirements are understood and implemented, that federal grant projects receive approval and available funding is secured, and that local grants are initiated in a timely manner. Established, developed, oversaw and implemented procedures for grant activities and program development, including the creation of sub recipient criteria and scope of work development.

CDBG-DR / ARPA Areas of Expertise

Monitoring & Compliance

Creation and Maintaining
Systems of Record

Understanding of Action
Plan Amendments

Review of future staffing,
contracts, scoping, and
feasibility

Financial Management

Educational & Experience

Bachelor of Science, Business
St. Cloud State University, Minnesota

Completed the National Development
Council ED101 and ED201, 2006

FEMA Fundamentals of Grant
Management, 2011

Minnesota Certified Emergency Manager



Core Task Include

- Maintain regular contact with the project engineer, the local contact person, and construction contractors
- Provide project engineers with an instruction and forms packet so they know up-front what information is required by the state agency
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors,
- Respond to clients in a timely manner
- Predict potential project delays and move to mitigate potential issues early in the project, charting critical paths to timely completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies
- Assist in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project



JERRI CONRADO

Community Engagement Manager

CDGB-MIT- GLO RCP Areas of Expertise

- Proposals and Grant Application Submissions
- Monitoring and Compliance
- Creation and Maintaining Systems of Record
- Economic Development - Branding and Marketing
- Community Engagement
- Public Communications
- Financial Management

Educational & Experience

- Bachelor of Science, Business Administration
- Public Communications and Global Marketing Certification
- Entrepreneurial - Business Development
- Community Branding and Communications



[Redacted]

[Redacted]

[Redacted]

LANGFORD COMMUNITY MANAGEMENT, *Liberty Hill, Texas - 10/2022 - Present - Community Engagement Manager*

[Redacted]

THE CONRADO GROUP, INC., *Business Marketing and Consulting Austin, Texas - 1/1999 - 4/2018 -- Sevierville, Tennessee - 4/2018 - 4/2022*

[Redacted]

[Redacted]

Core Skills and Responsibilities

[Redacted]



Email [REDACTED] Phone: [REDACTED] Website: www.LCMSinc.com

TYLER PAYNE
Projects Manager

Areas of Expertise

- Certified project manager with over a decade of experience managing grants
- Leverages data analytics and geospatial technology to empower local decision-makers
- Creative and strategic problem solver
- Dedicated advocate for Texas communities

Education

Masters of Public Service and Administration - Texas A&M University- 2010

B.A. Political Science, Texas A&M University- 2010

Army Ranger School- 2011

Professional Skills

WORK EXPERIENCE:

[REDACTED]

[REDACTED]

January 2017-September 2022 Planning Project Manager - Texas General Land Office

[REDACTED]

January 2013-January 2017 Special Projects, PM - Texas General Land Office

[REDACTED]

March 2006-December 2016 Infantry Officer, Platoon Leader, XO, Asst. S-3, S-4, US Army

[REDACTED]

HONORS & AWARDS

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]





Email: jessica@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills



JESSICA DAIDONE

Senior Management Consultant

Management Consultant, Langford Community Management Services Austin, Texas | December 2013 - Present

Assist with writing competitive grants on behalf of rural cities and counties throughout the State of Texas, and correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the following agencies: Texas Department of Rural Affairs, Texas Department of Rural Affairs - Disaster Recovery Division; Texas Department of Agriculture; Texas Parks & Wildlife Department; Texas Historical Commission; Texas Department of Economic Development; Texas Department of Transportation; as well as private entities such as HNTB. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs. Collaborate with communities and their public works, parks, and economic development programs to develop plans and strategies which better assist them in meeting the needs of their community.

CDBG-DR Areas of Expertise

Monitoring & Compliance
Creation and Maintaining Systems of Record
Financial Management
Federal Procurement

Assist with preparing Environmental Review Records (ERR) for Texas Department of Agriculture's Office of Rural Affairs' Community Development projects administered by Langford and the General Land Office. The ERR includes research and determination of information as to whether the human environment would be negatively impacted by the project activities and outcome; publishing Public Notices; Coordination with the Texas Historical Commission, Texas Coastal Program, United States Fish and Wildlife Service, Texas Parks and Wildlife Department, Environmental Protection Agency, Texas Department of Agriculture, engineers, administrator and Grantee staff.

Workshops and Training

The Office of Rural Affairs Implementation Workshops
The Office of Rural Affairs TxCDBG Administrator Certification Workshops Texas Municipal League Annual Conference
HUD Foundations in Environmental Review Training Workshop
TDHCA Environmental Review and Clearance for Single Family Housing Construction Projects
Texas Capital Fund Downtown Revitalization and Main Street Implementation and Application Workshops TxCDBG Implementation Manual Training

Educational & Experience

Austin Community College
Associates of General Studies
(Anticipated Completion 2022)

9 Years of Experience



Core Task Include

- Application development, preparation, and submission
- Maintain regular contact with the project engineer, City or County project representative, and construction contractors to ensure exceptional project management
- Daily contact with state agency grant managers for seamless project management
- Provide project engineers with compliance requirements for GLO/HMGP funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Predict potential project delays while providing assistance to mitigate these potential issues early in the project
- Charting critical paths to timely project completion
- Assist in reviewing workable solutions to resolve unexpected cost overruns
- Preparing required State Agency reports
- Ensuring environmental compliance is met before, during and after project development and construction
- Assist in resolution of issues at the state and federal agencies level



Office: (512) 452-0432 Phone: (512) 518 - 4280 Website: www.LCMS nc.com

Professional Skills



DENNIS C. KU, P.E.

Resilient Community

Puerto Rico Department of Housing Disaster Recovery Grant Management - San Juan, Puerto Rico.

- Served as a Subject Matter Expert (SME) in support of the Grant Management and Grant Administration program implementation.
- Development of program guidelines and subrecipient management procedures for the CDBG DR program.
- Development of the CDBG Management Action Plan and Implementation Plan approved by HUD.

Texas General Land Office Disaster Recovery Program Management - Austin, Texas.

This Disaster Recovery program is funded by grants from the U.S. Housing and Urban Development (HUD) through the State of Texas General Land Office (GLO) for the 2011 Texas Wildfires.

- Served as the Program Manager for the largest infrastructure project in Texas history and was responsible for overseeing the successful design and delivery of approximately \$1.4 Billion of infrastructure projects in compliance with a HUD CDBG, State, and Federal regulatory requirements.
- Managed a staff of 37 consisting of GLO and PMC vendor staff with 10 direct reports.
- Served as Contracts Team Manager, Lower Rio Grande Valley Area Manager and Applications Team Lead for infrastructure program applications.
- Involved with scoping and estimating of over 700 water and wastewater infrastructure projects for over 200 communities impacted by Hurricanes Ike and Dolly.
- Extensive knowledge of Davis-Bacon, Section 3, Uniform Relocation Assistance Act (URA), National Environmental Policy Act (NEPA), and Federal (2 CFR Part 200) and State of Texas Local Government Code procurement requirements.

Hays County 2015 Flood CDBG DR Program, San Marcos, Texas.

This Disaster Recovery program is funded by grants from the U.S. Housing and Urban Development (HUD) through the State of Texas General Land Office (GLO) for the 2015 Texas floods.

- Currently serving as consultant to Hays County and assisting the County in administration, management, and delivery of their \$11.6 Million Housing and Infrastructure program in compliance with a HUD CDBG, State, and Federal regulatory requirements.
- Assisted the County with identifying eligible projects, including identifying the County's FEMA funded projects for which CDBG funds could be used as matching funds.

Nassau Bay 2016 Flood Mitigation Assistance Project - Nassau Bay, Texas.

Project consists of elevation of 16 residences above the Base Flood Elevation utilizing FEMA Hazard Mitigation Assistance Grant funds.

- Responsible for producing house footprint drawings and square footage quantities for obtaining bids from lift contractors.
- Developed a system for accurate measurement and presenting house dimensions, square footage calculations, potential obstructions, and special site specific conditions.

Core Tasks

- Maintain regular contact with the project engineer, the local contact person, and construction contractors.
- Provide project engineers with an instruction and forms packet so they know upfront what information is required by the state agency.
- Assist in processing all invoices, contracts, and change orders received from the project engineer and contractors.
- Respond to clients in a timely manner.
- Predict potential project delays and move to mitigate potential issues early in the project, changing critical paths to time and cost.
- Assist in reviewing workable solutions to resolve unexpected cost overruns, changes in construction activities or locations, or other issues that affect your project's eligibility and standing with the state and federal agencies.
- Assist in working with the state and federal agencies to resolve any issues that may arise with your grant application or funded project.

Areas of Expertise

CDBG Rules and Regulations, including Section 3 and Davis-Bacon Act

Disaster Recovery

Federal National Environmental Policy Act requirements

Federal, State, and Local regulations regarding procurement

Water Distribution planning, evaluation, design and construction

Wastewater Treatment and Collection System planning, evaluation, design and construction
Stormwater Hydrology and Hydraulics

Educational & Experience

B.A., Computer Science, University of Texas, Austin, Texas

M.S., Civil Engineering, University of Texas, Austin, Texas

Licenses
Registered Professional Engineer,
Texas # 96419





Phil Hampsten, PMP
Hampsten Consulting

Areas of Expertise

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

Texas State University; BA in Public Relations. GPA 3.85
Blue Key National Honor Society – Lamar University

Project Management Professional (PMP) by the Project Management Institute



Professional Skills

WORK EXPERIENCE:

Hampsten Consulting, LLC [REDACTED]

- [REDACTED]

State of Texas [REDACTED]

Sr. Project Manager – Enterprise & Customer Support Services; Health and Human Services Commission

- [REDACTED]

Project Manager – Coastal Resiliency & Recovery; Texas General Land Office

- [REDACTED]

Compliance History Specialist – Texas Commission on Environmental Quality

- [REDACTED]

IRM Architects and Construction Managers [REDACTED]

- [REDACTED]

Volunteer Work

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



Email: Kay@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills



KAY LYNN WOLFE

Finance Director

Langford Community Management Services, Austin, Texas Finance Director, August 2020-present

Assist owner with business structure, organization, and business plan. Responsible for optimization of financial performance including reporting, liquidity, budgeting, payroll, processing transactions.

Honeywell, Arlington, TX Senior Finance Manager, November 2018 - May 2020

Transitioned finance to corporate upon sell of company to Honeywell while continuing operations of the business. Also, on Acquisition team for IT, Finance and Oracle conversation.

Transnorm System Inc, Arlington, TX Chief Financial Officer, May 2008 - Nov 2018 President and CEO, Nov 1998 - May 2008 Controller and Vice President, June 1990 to Nov 1998

Responsible for North American operations and finance of global manufacturing company under multiple ownership types. During my 30-year tenure developed process and procedures, obtain ISO 9001 certification, developed strategies, budgets, financial reporting, y-o-y business growth, increased company value and profitability for each owner.

Finance Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Financial Management

Educational & Experience

Bachelor of Business Administration – Accounting
Texas Tech University

Certified Public Accountant



Core Task Include

- Assist with strategic Management of business operations
- Execute and manage the financial strategy
- Prepare financial documents such as business reports, financial statements and budgets
- Assist with organization development and policies
- Responsible for payroll and employee benefits
- Responsible for financial transactions and functions



Email: teresa@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com

Professional Skills



TERESA SCALAPINO

Office Manager

Areas of Expertise

Planning and Organization

Creation and Maintaining
Systems of Record

Inventory Control

Highly Adaptable

Multi-tasking

Client Relations

Office Manager, Langford Community Management Services 2018 - Present

Manage the daily operations of a demanding office. Efficiently direct office support activities including; maintenance, mailing, shipping, ordering of supplies and equipment, deposits, taking care of business cars, assist all employees with any help needed to ensure project success, run all errands needed for business to run smoothly.

- Facilitate the onboarding of new personnel and assist and coordinates IT equipment ordering and set-up.
- Assist coworkers with IT issues and following through with results.
- Fulfill urgent coworker requests for potential clients... proposal processing, proof reading and delivery (both in person and via shipment).
- Distribution of company mail to the appropriate employees.
- Monitor and maintain office supplies inventory.
- Weekly/Daily Deposits
- Organization of company vehicles for employees travel plus all maintenance, repair and registration.
- Assist in the collection and retrieval of documents needed during ongoing the application processes.
- Organizing new administrative contracts for city and county signatures and uploading them into their respective online project files.
- Check state comptroller site daily for processed grant disbursements.
- Assist cities and counties in the renewal/updating of SAM/UEI numbers and sending email reminders when expiration dates are close.
- Assists with document uploads into our online electronic filing system.

I'm always assisting someone. Organization, flexibility and teamwork are what make a company successful!

Labor and Delivery/Surgery/Surgical Technologist, St. David's Hospital Austin, Texas | 1995-2002:

Assisted physicians with deliveries, c-sections and post-partum tubals; assisted nurses with patient care before and after childbirth. Rotated through all areas of surgery with concentration in cardiology, gynecology, and general; preoperative, intraoperative and postoperative.

Companion/Aide, Home Health Agency Austin, Texas | 1993-1995

Provided supervision to clients with mobility problems, insured patient safety throughout the evening.

Medical Assistant to Dr. Phillips Reeves, McCarron and Phillips: Urology Group Austin, Texas | 1992-1993

Responsible for assisting Doctors and Nurses in providing patient care. Duties include recording and updating medical histories and contact information in patient files, perform standard care procedures like drawing blood, checking vitals, collecting lab samples, prepping patients and assisting the doctor in certain procedures while maintaining patient confidentiality.

Volunteer Service:

Booster Club President, son's high school tennis team, 2017-2019
Booster Club President, daughter's gymnastic team, 2012 - 2017
Church Preschool Teacher, 2006
Girl Scout Co-Leader, 2004-2009

Educational & Experience

Associates Degree: Surgical
Technology

TDA Implementation Certification

Core Task Include

- Oversee the day-to-day activities of the office as the main point of contact for mail, errands, supplies, company vehicle assignment and maintenance
- Maintains office efficiency by planning and implementing office systems, layouts, and equipment procurement
- Coordinate with IT department on all office equipment
- Maintain the office condition and arrange necessary repairs
- Contributes to team effort by accomplishing related results as needed





Email: shauna@lcmsinc.com Phone: (512) 452 - 0432 Website: www.LCMSinc.com



SHAUNA COSPER

Project Coordinator / Labor Standards Specialist

TDA Areas of Expertise

- Monitoring & Compliance
- Creation and Maintaining Systems of Record
- Financial Management

Educational & Experience

10 Years of Experience



Professional Skills

Project Coordinator/Labor Standards Specialist, Langford Community Management Services Austin, Texas | July 2012 - Present

Write, review and administer competitive grants on behalf of rural cities and counties throughout the State of Texas. Responsible for the correspondence and submission of grant applications to the appropriate federal and/or state agency with a primary focus within the Texas Department of Agriculture. Oversee financial management, monitor construction and engineering activities for grantees. Oversee and process certified payrolls for community projects. Ensure communities we represent comply with applicable State & Federal rules and regulations from application through administration. Continuously attend trainings, seminars, and workshops to keep current on applicable rules and regulations within each grant program. Maintain and build solid working relationships with pertinent governmental agencies that manage grant programs.

Provide proper Davis-Bacon wage decision rates for bid processes and incorporation into construction contracts. Review of weekly payroll for the duration of a project, and investigate/resolve potential violations. Provide Labor Standards support to our clients; monitor Labor Standards compliance by conducting onsite interviews with construction workers, review payroll reports, and confirm that the Davis-Bacon wage decision and DOL's "Notice to All Employees" are posted at the job site.

Restaurant Manager, My Friend's Place Deli Duluth, Georgia | June 2004 - December 2010

Managed different areas of restaurant operations such as customer relations, vendor relations and inventory control. Specialized in training and motivating staff regarding their work and responsibilities. Ensured provision of service in terms of order accuracy and time management. Ensured smooth coordination between the back-end and front-end activities. Monitored procurement, storage, preparation, cooking, handling, and serving of food. Maintained a clean and safe environment.

Shipping Coordinator, American Spincast Belton, Texas | February 1996 - December 2003

Daily scheduling of pickups with numerous carriers on a daily basis. Ongoing negotiation of freight carrier contracts to reduce inbound and outbound freight costs. Forklift operation, operated ceiling crane, operated floor saw in time critical situations. Daily invoicing of all materials shipped, daily rate quotes to find the fastest cost saving freight move, maintenance and processing of "UPS Online Worldship" shipping and receiving logs. Continued organization of inventory control area, working knowledge of international customs rules and regulations to ensure compliance, documents needed for international shipping and brokerage. Ensured record keeping of invoices, bill of lading, work orders, and shop orders.

Core Task Include

- Application development, preparation, and submission
- Maintain regular contact with the project engineer, City or County project representative, and construction contractors to ensure exceptional project management
- Daily contact with state agency grant managers for seamless project management
- Provide project engineers with compliance requirements for TDA funded projects
- Prepare and process contract documents, invoices, change orders and any other project related documentation
- Maintain excellent client communication
- Assist in resolution of issues at the state and federal agencies level

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

Respondent's Company/Business Name: ___ Langford Community Management Services, Inc. _____

Respondent's TAX ID Number: _____ 74-2804904 _____

If Applicable: HUB Vendor No. ___ 1742804904700 _____ DBE Vendor No. _____

Contact Person: ___ Judy Langford _____ **Title:** ___ Owner/President _____

Phone Number (with area code): _____ 512-452-0432 _____

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

Fax Number (with area code): _____

Email Address: ___ judy@lcmsinc.com _____

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

9017 W. State Hwy. 29, Suite 206
Address
Liberty Hill, TX 78642
City, State, Zip Code

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

COST PROPOSAL FORM

**REQUEST FOR PROPOSAL (RFP 23-066/JW)
 PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
 FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-
 MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM**

Maximum Grant Award Amount: \$300,000.00

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	_____ %
\$100,000 - \$199,999.99	_____ %
\$200,000 - \$300,000.00	_____ * _____ %

*Langford Community Services, Inc. is requesting the full \$300,000 in available grant funding for administration and development of the plan.

REQUIRED FORM
Respondent: Please complete this form and include with RFP submission.

VENDOR REFERENCES FORM

Respondent: 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

Respondent: Please complete this form and include with RFP submission.

REFERENCE ONE

Government/Company Name: City of Smithville, TX

Address: 317 Main Street, Smithville, TX 78957

Contact Person and Title: Robert Tamble, City Manager

Phone: 512-237-3282 Fax: _____

Email Address: citymanager@ci.smithville.tx.us Contract Period: Currently in process

Scope of Work: GLO Resilient Communities Program - Full \$300K awarded

REFERENCE TWO

Government/Company Name: City of Ivanhoe

Address: 870 Charmaine Drive East, Woodville, TX 75979

Contact Person and Title: Skip Blackstone - City Mayor

Phone: 409-283-3299 Fax: _____

Email Address: skip.blackstone@cityofivanhoe.texas.gov Contract Period: Currently in process

Scope of Work: GLO Resilient Communities Program - Full \$300K awarded

REFERENCE THREE

Government/Company Name: City of Hallettsville

Address: 101 N. Main Street, Hallettsville, TX 77964

Contact Person and Title: Grace Ward, City Administrator

Phone: 361-798-3681 Fax: _____

Email Address: cityadmin@cityofhallettsville.org Contract Period: Currently in process

Scope of Work: GLO Resilient Communities Program - Full \$300K awarded

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

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

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

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

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

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

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

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

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

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

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

(2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

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.
 Langford Community Management Services, Inc.

- 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.):	74-2804904
Company Name submitting bid/proposal/response:	Langford Community Management Services, Inc.
Mailing address:	9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642
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
Respondent:
 Please complete this form and include with RFP response 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.

Langford Community Management Services, Inc. _____
Company Name

RFP 23-066 / JW
IFB/RFP/RFQ number

Certification check performed by:

 CONTRACT SPECIALIST
JEFFERSON CTY. PURCHASING DEPT.
Purchasing Representative

JANUARY 31, 2024
Date

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 RFP Responses 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 Non-Disclosure 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 Non-Disclosure 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]

__Langford Community Management Services, Inc. __

By: Judy Langford

Title: Owner/President

Date: 10/30/23

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.

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



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:	1742804904700
File/Vendor Number:	059528
Approval Date:	08-DEC-2020
Scheduled Expiration Date:	08-DEC-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that
LANGFORD COMMUNITY MANAGEMENT

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 11-DEC-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19

EXHIBIT A: ADDITIONAL REQUIRED CONTRACT DOCUMENTATION

Request for Proposal (RFP 23-066/JW)

Professional Grant Administration and Management Services

for Texas General Land Office (GLO) Community Development Block Grant

Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program

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



 Signature of Contractor's Authorized Official
 Judy Langford, Owner/President

 Name and Title of Contractor's Authorized Official
 10/30/23

 Date

REQUIRED FORM
Respondent:
 Please complete this form and include
 with RFP response 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 Langford Community Management Services, Inc. certifies or affirms by your signature that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Signature of Contractor's Authorized Official

Judy Langford, Owner/President

Name and Title of Contractor's Authorized Official

10/30/23

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFP response submission.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Langford Community Management Services, Inc.
 Liberty Hill, TX United States

Certificate Number:
 2024-1110338

Date Filed:
 01/09/2024

Date Acknowledged:
 1/29/2024 J.West

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

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 RFP 23-066/JW
 GLO-CDBG-MIT - Resilient Communities Program (RCP) Grant

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Langford Community Management Services, Inc.	Liberty Hill, TX United States	X	
	Langford, Judy	Liberty Hill, TX United States	X	
	Howell, Reid	Liberty Hill, TX United States		X

5 Check only if there is NO Interested Party.

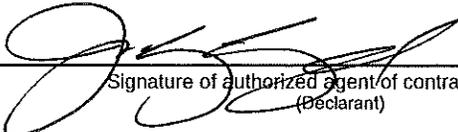
6 UNSWORN DECLARATION

My name is Judy Langford, and my date of birth is 12/25/1960.

My address is 9017 W. Hwy. 29, Suite 206, Liberty Hill, TX, 78642, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Williamson County on the 31 day of January, 2024.
(month) (year)


 Signature of authorized agent of contracting business entity (Declarant)

Entities Search Results 1 Total Results

Filter by:

Entity Name	Status
"LANGFORD COMMUNITY MANAGEMENT SERVICES INC."	active

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. ● Active Registration

Unique Entity ID: E9ZTZ6ZKMK51	Physical Address:	Expiration Date:
CAGE/NCAGE: 5U3R0	9017 W STATE HIGHWAY 29 STE 206 LIBERTY HILL , TX 78642 USA	Oct 22, 2024
		Purpose of Registration: All Awards



Cease Using the Entity Management API for Reps and Certs Information



[Show Details](#)

Dec 13, 2023

[See All Alerts](#)

Entity Validation Processing [Show Details](#)



Jan 2, 2024



[Home](#) [Search](#) [Data Bank](#) [Data Services](#) [Help](#)

< **Core Data**



Entity Registration

➤ **Core Data**

Business Information

Entity Types

Financial Information

Taxpayer Information

Points of Contact

Assertions

Reps and Certs (FAR/DFARS)

Reps and Certs (Financial Assistance)

Exclusions

Responsibility / Qualification

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

● Active Registration

Unique Entity ID CAGE/NCAGE
E9ZTZ6ZKMK51 5U3R0

Expiration Date

Oct 22, 2024

Physical Address
**9017 W State Highway 29
STE 206
Liberty Hill, Texas
78642-2424, United States**

Mailing Address
**9017 W State Highway 29
STE 206
Liberty Hill, Texas
78642-2424, United States**

Purpose of Registration
All Awards

Version

Current Record ▼

BUSINESS INFORMATION

Doing Business As LANGFORD COMMUNITY MANAGEMENT SERVICES INC	URL (blank)
Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State/Country of Incorporation Texas, United States

Registration Dates

Activation Date Nov 8, 2023	Initial Registration Date Dec 21, 2009
Submission Date Oct 23, 2023	

Entity Dates

Owner CAGE Legal Business Name

Immediate Owner	(blank) (blank)
Highest Level Owner	(blank) (blank)

Entity Start Date

Jan 1, 1997

Fiscal Year End Close Date

Dec 31

EXHIBIT A

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110 252, amending the Federal Funding Accountability and Transparency Act (P.L. 109 282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

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

No

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

Not Selected

SAM SEARCH AUTHORIZATION

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

Yes

ENTITY TYPES

Business Types

Socio-Economic Types

Entity Structure	Corporate Entity (Not Tax Exempt)
Entity Type	Business or Organization
Profit Structure	For Profit Organization
Organization Factors	Subchapter S Corporation

Self Certified Small Disadvantaged Business, Women-Owned Small Business, Women-Owned Business

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

FINANCIAL INFORMATION

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

ACCOUNT DETAILS

EFT Indicator **0000**
CAGE Code **5U3R0**

Electronic Funds Transfer

Account Type	Checking
Account Number	*****84

Automated Clearing House

Phone (U.S.)	5124520432
Phone (non-U.S.)	(blank)
Email	Teresa@lcmsinc.com
Fax	(blank)

Routing Number	*****93
Lockbox Number	(blank)
Financial Institution	FROST BANK

Remittance Address

EXHIBIT A

eresa Scalapino
 9017 W. State HWY 29
 Suite #206
 Liberty Hill, exas 78642-2424
 United States

TAXPAYER INFORMATION

Taxpayer Name

LANGFORD
 COMMUNITY
 MANAGEMENT
 SERVICES INC

Name/Title of Individual

Executing Consent
 President

Signature

Judy Langford

Address

9017 W State Highway
 29,
 Liberty Hill, TX 78642-
 2424
 United States

EIN

*****4904

Type of Tax

Applicable Federal Tax

Tax Year (Most Recent Tax Year)

2020

TIN Consent Date

Oct 23, 2023

POINTS OF CONTACT

Accounts Receivable POC

Primary Point of Contact

JUDY LANGFORD, Owner

Email

judy@LCMSINC.com

Phone

512 452-0432

Fax

5124525380

Address

(blank)

Electronic Business**Primary Point of Contact****JUDY LANGFORD, Owner**

Email

judy@LCMSINC.com

Phone

512 452-0432

Fax

5124525380

Address

9017 W. State HWY
29
Suite #206
Liberty Hill, Texas
78642-2424
United States

Alternate Point of Contact**Judy Langford**

Email

judy@lcmsinc.com

Phone

512 704-2040

Fax

5124525380

Address

2901 County Road
175
Leander, Texas
78641
United States

Government Business**Primary Point of Contact****Judy Langford, Owner**

Email
judy@LCMSINC.com

Phone
512 452-0432

Fax
5124525380

Address EXHIBIT A
9017 W. State HWY
Suite #206
Liberty Hill, Texas
78642-2424
United States

Alternate Point of Contact

JUDY LANGFORD

Email
judy@LCMSINC.com

Phone
512 452-0432

Fax
5124525380

Address
2901 County Road
175
Leander, Texas
78641
United States



Feedback

Our Website

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- [Our Community](#)
- [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](#)
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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 action including criminal prosecution.

This system contains Controlled Unclassified Information (CUI). All individuals viewing, reproducing or disposing of this information are required to protect it in accordance with 32 CFR Part 2002 and GSA Order CIO 2103.2 CUI Policy.

SAM.gov

An official website of the U.S. General Services Administration

Entity Information Search Results 1 Total Results**PROOF OF SAM REGISTRATION STATUS.
COUNTY PURCHASING CONFIRMATION
- J. WEST**

EXHIBIT A

Filter by:**Entity Name**

"LANGFORD COMMUNITY MANAGEMENT SERVICES, INC."

Status

Active,Inactive

LANGFORD COMMUNITY MANAGEMENT SERVICES, INC. ● Active Registration

Entity

Unique Entity ID: E9ZTZ6ZKMK51**Physical Address:**9017 W STATE HIGHWAY 29 STE 206
LIBERTY HILL , TX
78642 USA**Expiration Date:**

Oct 22, 2024

CAGE/NCAGE: 5U3R0**Purpose of Registration:**

All Awards



LANGFORD COMMUNITY MANAGEMENT SERVICES, INC.

Unique Entity ID E9ZTZ6ZKMK51	CAGE / NCAGE 5U3R0	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Oct 22, 2024	
Physical Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States	Mailing Address 9017 W State Highway 29 STE 206 Liberty Hill, Texas 78642-2424 United States	

Business Information

Doing Business as LANGFORD COMMUNITY MANAGEMENT SERVICES INC	Division Name (blank)	Division Number (blank)
Congressional District Texas 31	State / Country of Incorporation Texas / United States	URL (blank)

Registration Dates

Activation Date Nov 8, 2023	Submission Date Oct 23, 2023	Initial Registration Date Dec 21, 2009
---------------------------------------	--	--

Entity Dates

Entity Start Date Jan 1, 1997	Fiscal Year End Close Date Dec 31
---	---

Immediate Owner

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

Highest Level Owner

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

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

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

Yes

Entity Types

Business Types

Entity Structure <i>Jan 31, 2024 09:15:14 PM GMT https://sam.gov/entity/E9ZTZ6ZKMK51/coreData?status=null</i>	Entity Type	Organization Factor	EXHIBIT A PAGE 165 OF 201
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Corporate Entity (Not Tax Exempt)

Business or Organization

CONTRACT (REP 23-066/JW)
Subchapter S Corporation

Profit Structure

EXHIBIT A

For Profit Organization

Socio-Economic Types

Self Certified Small Disadvantaged Business

Women-Owned Small Business

Women-Owned Business

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

Financial Information

Accepts Credit Card Payments
No

Debt Subject To Offset
No

EFT Indicator
0000

CAGE Code
5U3R0

Points of Contact

Electronic Business

♀
JUDY LANGFORD, Owner

**9017 W. State HWY 29
Suite #206
Liberty Hill, Texas 78642
United States**

Judy Langford

2901 County Road 175
Leander, Texas 78641
United States

Government Business

♀
Judy Langford, Owner

**9017 W. State HWY
Suite #206
Liberty Hill, Texas 78642
United States**

JUDY LANGFORD

2901 County Road 175
Leander, Texas 78641
United States

Service Classifications

NAICS Codes

Primary NAICS Codes
Yes 813990

NAICS Title
**Other Similar Organizations (Except Business, Professional, Labor,
And Political Organizations)**

Disaster Response

This entity does not appear in the disaster response registry.

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 23-066/JW) Professional Grant Administration and Management Services for Texas General Land Office (GLO) Community Development Block Grant Disaster Recovery-Mitigation (CDBG-MIT) Resilient Communities Program.

Respondent's Company/Business Name: ___ Langford Community Management Services, Inc. _____

Respondent's TAX ID Number: _____ 74-2804904 _____

If Applicable: HUB Vendor No. ___ 1742804904700 _____ DBE Vendor No. _____

Contact Person: ___ Judy Langford _____ **Title:** ___ Owner/President _____

Phone Number (with area code): _____ 512-452-0432 _____

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

Fax Number (with area code): _____

Email Address: ___ judy@lcmsinc.com _____

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

9017 W. State Hwy. 29, Suite 206
Address
Liberty Hill, TX 78642
City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFP response submission.

COST PROPOSAL FORM

**REQUEST FOR PROPOSAL (RFP 23-066/JW)
 PROFESSIONAL GRANT ADMINISTRATION AND MANAGEMENT SERVICES
 FOR TEXAS GENERAL LAND OFFICE (GLO) COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY-
 MITIGATION (CDBG-MIT) RESILIENT COMMUNITIES PROGRAM**

Maximum Grant Award Amount: \$300,000.00

Provider shall perform at the direction of the potential Subrecipient (Jefferson County, Texas), in assistance to the County, comprehensive administration services necessary to facilitate activities for the disaster relief, recovery, restoration, and economic revitalization in the County under the CDBG—DR Program. Provider will assist the County in fulfilling State and Federal CDBG-DR statutory responsibilities related to recovery from Hurricanes Ike and Dolly including, but not limited to, performing grant administration services for non-housing and/or housing projects. Grant administrative services must be performed in compliance with appropriate Texas General Land Office (GLO) grant guidelines and requirements.

TOTAL (Potential) GRANT AWARD AMOUNT	PROPOSED FEES
\$ 50,000 - \$99,999.99	_____ %
\$100,000 - \$199,999.99	_____ %
\$200,000 - \$300,000.00	_____ * _____ %

*Langford Community Services, Inc. is requesting the full \$300,000 in available grant funding for administration and development of the plan.

REQUIRED FORM
Respondent: Please complete this form and include with RFP submission.

SIGNATURE PAGE

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

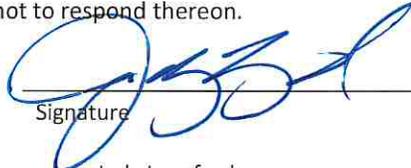
Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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

The undersigned agrees, if this RFP response 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 Proposal Submission, 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.

Langford Community Management Services, Inc.
RFP Respondent (Entity Name)
9017 W. State Hwy 29, Suite 206
Street & Mailing Address
Liberty Hill, TX 78642
City, State & Zip
512-452-0432
Telephone Number
judy@lcmsinc.com
E-mail Address


Signature
Judy Langford
Print Name
10/30/23
Date Signed
Fax Number

REQUIRED FORM
Respondent:
Please complete this form and include
with RFP response 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.

CERTIFICATION REGARDING LOBBYING

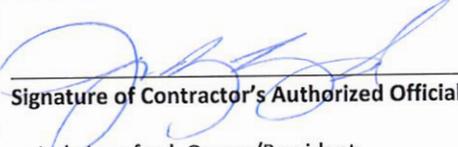
Certification for Contracts, Grants, Loans, and Cooperative Agreements

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.

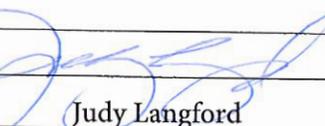
 <hr style="border: 0; border-top: 1px solid black;"/> <p>Signature of Contractor's Authorized Official</p> <p>Judy Langford, Owner/President</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Name and Title of Contractor's Authorized Official (Please Print)</p> <p>10/30/23</p> <hr style="border: 0; border-top: 1px solid black;"/> <p>Date</p>	
---	--

<p>REQUIRED FORM</p> <p>Respondent:</p> <p>Please complete this form and include with RFP response submission.</p>

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Judy Langford Title: President/Owner Telephone No.: 512-452-0432 Date: 10/30/23	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM
Respondent:
 Please complete this form and include with RFP response submission.

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

This disclosure form shall be completed by the reporting entity, whether subawardee 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 followup 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 subawardee, e.g., the first subawardee 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 "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

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

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

VENDOR REFERENCES FORM

Respondent: 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

Respondent: Please complete this form and include with RFP submission.

REFERENCE ONE

Government/Company Name: City of Smithville, TX

Address: 317 Main Street, Smithville, TX 78957

Contact Person and Title: Robert Tamble, City Manager

Phone: 512-237-3282 Fax: _____

Email Address: citymanager@ci.smithville.tx.us Contract Period: Currently in process

Scope of Work: GLO Resilient Communities Program - Full \$300K awarded

REFERENCE TWO

Government/Company Name: City of Ivanhoe

Address: 870 Charmaine Drive East, Woodville, TX 75979

Contact Person and Title: Skip Blackstone - City Mayor

Phone: 409-283-3299 Fax: _____

Email Address: skip.blackstone@cityofivanhoe.texas.gov Contract Period: Currently in process

Scope of Work: GLO Resilient Communities Program - Full \$300K awarded

REFERENCE THREE

Government/Company Name: City of Hallettsville

Address: 101 N. Main Street, Hallettsville, TX 77964

Contact Person and Title: Grace Ward, City Administrator

Phone: 361-798-3681 Fax: _____

Email Address: cityadmin@cityofhallettsville.org Contract Period: Currently in process

Scope of Work: GLO Resilient Communities Program - Full \$300K awarded

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.

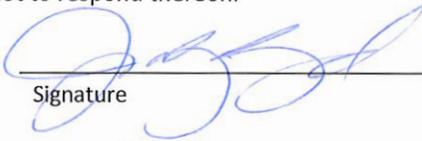
Would Respondent be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? Yes No

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

The undersigned agrees, if this RFP response 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 Proposal Submission, 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.

Langford Community Management Services, Inc.
RFP Respondent (Entity Name)
9017 W. State Hwy 29, Suite 206
Street & Mailing Address
Liberty Hill, TX 78642
City, State & Zip
512-452-0432
Telephone Number
judy@lcmsinc.com
E-mail Address


Signature
Judy Langford
Print Name
10/30/23
Date Signed
Fax Number

REQUIRED FORM
Respondent:
Please complete this form and include with RFP response 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/> <p>Signature of Contractor's Authorized Official</p> <p>Judy Langford, Owner/President</p> <hr/> <p>Name and Title of Contractor's Authorized Official (Please Print)</p> <p>10/30/23</p> <hr/> <p>Date</p>	
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REQUIRED FORM
Respondent:
 Please complete this form and include with RFP response submission.

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

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

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

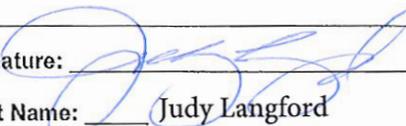
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change
Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Sub-awardee Tier _____, if Known: Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: Congressional District, if known:	
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: <u>Judy Langford</u> Title: _____ President/Owner Telephone No.: <u>512-452-0432</u> Date: <u>10/30/23</u>	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM Respondent:
 Please complete this form and include with RFP response submission.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor doing business with local governmental entity

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).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

NO CONFLICT OF INTEREST

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the 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 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

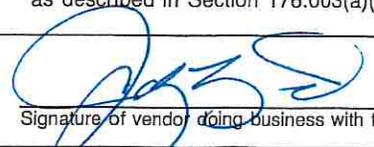
Yes No

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 or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with 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.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

October 1, 2023
Date

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.

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.
Langford Community Management Services, Inc.

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.):	74-2804904
Company Name submitting bid/proposal/response:	Langford Community Management Services, Inc.
Mailing address:	9017 W. Hwy. 29, Suite 206, Liberty Hill, TX 78642
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
Respondent:
 Please complete this form and include with RFP response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

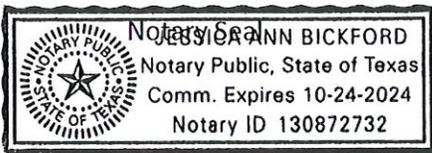
2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of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

[Handwritten Signature]
Signature of Company Representative

10/30/23
Date

On this 30 day of October, 2023, personally appeared

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



[Handwritten Signature]
Notary Signature

10-24-2024
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFP response 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.

Langford Community Management Services, Inc. _____

Company Name

RFP 23-066
IFB/RFP/RFQ number

Certification check performed by:


Purchasing Representative

CONTRACT SPECIALIST
JEFFERSON CTY. PURCHASING DEPT.

JANUARY 31, 2024
Date



Purchasing

Divestment Statute Lists

- Scrutinized Companies with Ties to Iran [comptroller.texas.gov/purchasing/docs/iran-list.xlsx] — *Updated December 2023*
- Scrutinized Companies with Ties to Sudan [comptroller.texas.gov/purchasing/docs/sudan-list.xlsx] — *Updated December 2023*
- Financial Companies that Boycott Energy Companies [comptroller.texas.gov/purchasing/docs/divest-energy.xlsx] — *Updated October 2023*
- List of Financial Companies that Boycott Energy Companies FAQ [comptroller.texas.gov/purchasing/docs/divest-energy.pdf] — *Updated October 2023*
- Companies that Boycott Israel [comptroller.texas.gov/purchasing/docs/anti-bds.xlsx] — *Updated October 2023*
- Designated Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/foreign-terrorist.xlsx] — *Updated June 2023*
- Scrutinized Companies with ties to Foreign Terrorist Organizations [comptroller.texas.gov/purchasing/docs/fto-list.xlsx] — *Updated June 2023*

List prepared pursuant to Chapter 2270 of the Texas Government Code**Companies Engaging in Scrutinized Business Operations in Iran***Updated Q4 calendar 2023*

COMPANY NAME	ISIN
BEIQI FOTON MOTOR COMPANY LIMITED	CNE000000WC6
CHINA RAILWAY GROUP LIMITED	CNE1000007Z2
CHONGQING CHANGAN AUTOMOBILE COMPANY LIMITED	CNE000000R36
GLENCORE PLC	JE00B4T3BW64
HAIMA AUTOMOBILE GROUP COMPANY LIMITED	CNE0000006L6
HYUNDAI MOTOR COMPANY	KR7005380001
INDIAN OIL CORPORATION LIMITED	INE242A01010
LLOYDS BANKING GROUP PLC	GB0008706128
NORINCO INTERNATIONAL COOPERATION LIMITED	CNE000000VZ9
RENAULT SA	FR0000131906
SINOPEC ENGINEERING (GROUP) CO, LTD	CNE100001NV2
VODAFONE GROUP PLC	GB00BH4HKS39
ZHEJIANG SHIBAO COMPANY LIMITED	CNE1000004W6

List prepared pursuant to Chapter 2270 of the Texas Government Code**Companies Engaging in Scrutinized Business Operations in Sudan**

Updated Q4 calendar 2023

The United States government determination regarding Sudan as a State Sponsor of Terrorism was rescinded, effective December 14, 2020. Further, the United States government revoked the major components of all economic sanctions against Sudan and the Government of Sudan, effective October 12, 2017.

However, these changes do not authorize transactions that are prohibited under the U.S. Darfur Sanctions Regulations or related executive orders. Accordingly, the Comptroller's office continues to monitor for companies that meet the Texas statutory definition of a scrutinized company in relation to Sudan.

List prepared pursuant to chapter 809 of the Texas Government Code

Financial Companies That Boycott Energy Companies

Updated 2023-Q4

Listing in both Annex 1 and Annex 2

FINANCIAL COMPANY	ISIN
AMP LIMITED	AU000000AMP6
BLACKROCK, INC	US09247X1019
BNP PARIBAS SA	FR0000131104
CREDIT AGRICOLE SA	FR0000045072
DANSKE BANK A/S	DK0010274414
HSBC HOLDINGS PLC	GB0005405286
IMPAX ASSET MANAGEMENT GROUP PLC	GB0004905260
JUPITER FUND MANAGEMENT PLC	GB00B53P2009
NORDEA BANK ABP	FI4000297767
RATHBONES GROUP PLC	GB0002148343
SCHRODERS PLC	GB0002405495
SOCIETE GENERALE SA	FR0000130809
SVENSKA HANDELSBANKEN AB	SE0007100599
SWEDBANK AB	SE0000242455
UBS GROUP AG*	CH0244767585
<i>*Acquired Credit Suisse Group AG</i>	

FINANCIAL COMPANY

1919 SOCIALLY RESPONSIVE BALANCED FUND
 AB SUSTAINABLE GLOBAL THEMATIC FUND
 AB SUSTAINABLE INTERNATIONAL THEMATIC FUND
 AB SUSTAINABLE THEMATIC BALANCED PORTFOLIO
 AB SUSTAINABLE THEMATIC CREDIT PORTFOLIO
 AB SUSTAINABLE US THEMATIC PORTFOLIO
 ABRDN EMERGING MARKETS SUSTAINABLE LEADERS FUND
 ABRDN GLOBAL EQUITY IMPACT FUND
 ABRDN INTERNATIONAL SUSTAINABLE LEADERS FUND
 ABRDN US SUSTAINABLE LEADERS FUND
 ABRDN US SUSTAINABLE LEADERS SMALLER COMPANIES FUND
 AGF GLOBAL SUSTAINABLE EQUITY FUND
 ALGER RESPONSIBLE INVESTING FUND
 ALPS/KOTAK INDIA ESG FUND
 AMERICAN BEACON TWENTYFOUR STRATEGIC INCOME FUND
 AMERICAN BEACON TWENTYFOUR SUSTAINABLE SHORT TERM BOND FUND
 AMG BOSTON COMMON GLOBAL IMPACT FUND
 APPLESEED FUND
 AQR SUSTAINABLE LONG-SHORT EQUITY CARBON AWARE FUND
 ARISTOTLE CORE BOND FUND
 ASHMORE EMERGING MARKETS CORPORATE INCOME ESG FUND
 ASHMORE EMERGING MARKETS EQUITY ESG FUND
 ASPIRATION REDWOOD FUND
 AVANTIS RESPONSIBLE EMERGING MARKETS EQUITY ETF
 AVANTIS RESPONSIBLE INTERNATIONAL EQUITY ETF
 AVANTIS RESPONSIBLE U.S. EQUITY ETF
 AXS SUSTAINABLE INCOME FUND
 BLACKROCK ESG CAPITAL ALLOCATION TRUST
 BLACKROCK FUTURE CLIMATE AND SUSTAINABLE ECONOMY ETF
 BLACKROCK GLOBAL IMPACT FUND
 BLACKROCK INFRASTRUCTURE SUSTAINABLE OPPORTUNITIES FUND
 BLACKROCK INTERNATIONAL IMPACT FUND
 BLACKROCK LIFEPATH ESG INDEX 2025 FUND
 BLACKROCK LIFEPATH ESG INDEX 2030 FUND
 BLACKROCK LIFEPATH ESG INDEX 2035 FUND
 BLACKROCK LIFEPATH ESG INDEX 2040 FUND
 BLACKROCK LIFEPATH ESG INDEX 2045 FUND
 BLACKROCK LIFEPATH ESG INDEX 2050 FUND
 BLACKROCK LIFEPATH ESG INDEX 2055 FUND
 BLACKROCK LIFEPATH ESG INDEX 2060 FUND
 BLACKROCK LIFEPATH ESG INDEX 2065 FUND
 BLACKROCK LIFEPATH ESG INDEX RETIREMENT FUND
 BLACKROCK LIQUID ENVIRONMENTALLY AWARE FUND
 BLACKROCK SUSTAINABLE ADVANTAGE COREALPHA BOND FUND
 BLACKROCK SUSTAINABLE ADVANTAGE EMERGING MARKETS EQUITY FUND
 BLACKROCK SUSTAINABLE ADVANTAGE GLOBAL EQUITY FUND
 BLACKROCK SUSTAINABLE ADVANTAGE INTERNATIONAL EQUITY FUND
 BLACKROCK SUSTAINABLE ADVANTAGE LARGE CAP CORE FUND
 BLACKROCK SUSTAINABLE BALANCED FUND
 BLACKROCK SUSTAINABLE BALANCED PORTFOLIO
 BLACKROCK SUSTAINABLE EMERGING MARKETS BOND FUND
 BLACKROCK SUSTAINABLE EMERGING MARKETS EQUITY FUND
 BLACKROCK SUSTAINABLE EMERGING MARKETS FLEXIBLE BOND FUND
 BLACKROCK SUSTAINABLE HIGH YIELD BOND FUND
 BLACKROCK SUSTAINABLE INTERNATIONAL EQUITY FUND
 BLACKROCK SUSTAINABLE LOW DURATION BOND FUND
 BLACKROCK SUSTAINABLE TOTAL RETURN FUND
 BLACKROCK SUSTAINABLE U.S. GROWTH EQUITY FUND
 BLACKROCK SUSTAINABLE U.S. VALUE EQUITY FUND
 BLACKROCK U.S. CARBON TRANSITION READINESS ETF
 BLACKROCK U.S. IMPACT FUND
 BLACKROCK UNCONSTRAINED EQUITY FUND
 BLACKROCK US IMPACT FUND
 BLACKROCK WORLD EX U.S. CARBON TRANSITION READINESS ETF
 BNY MELLON CONCENTRATED INTERNATIONAL ETF
 BNY MELLON GLOBAL DYNAMIC BOND INCOME FUND
 BNY MELLON GLOBAL EMERGING MARKETS FUND
 BNY MELLON GLOBAL EQUITY INCOME FUND
 BNY MELLON GLOBAL REAL RETURN FUND
 BNY MELLON GLOBAL STOCK FUND
 BNY MELLON INTERNATIONAL EQUITY ETF
 BNY MELLON INTERNATIONAL STOCK FUND
 BNY MELLON RESPONSIBLE HORIZONS CORPORATE BOND ETF
 BNY MELLON SUSTAINABLE GLOBAL EMERGING MARKETS ETF
 BNY MELLON SUSTAINABLE INTERNATIONAL EQUITY ETF
 BNY MELLON SUSTAINABLE U.S. EQUITY FUND
 BNY MELLON SUSTAINABLE US EQUITY ETF
 BNY MELLON SUSTAINABLE US EQUITY PORTFOLIO, INC.
 BNY MELLON US EQUITY FUND

TICKER

SSIA, SESL, LMRN
 ALTF, ATEV, ATEC, AGTI, ATEK, ATER, ATEZ
 AWPX, AWPY, AWP, APX, AWP, AWPZ
 ABP, ABPY, ABPC, APW, APW, APPR, ABPZ
 STHX, STHY
 SUTX, FFTY, SUTC, SUTZ
 GIGX, GIGC, GIRRX, GIGI, GIGS
 JETX
 JIEI, BJBI
 GXX, GXXC, GGLI, GXXI
 MLSX, GLSR, GGUI, AELS
 AGPI, AGPR
 SPEX, AGFC, AGIF, ALGZ
 INA, INFC, INDI, INDS, INDA
 TFSX, TFGC, TFGY, TFGI, TFGP
 TFBX, TFB, TFBY, TFB
 BRW
 APPI, APPL
 QNZ, QNZX, QNZR
 PLED, PLEB
 ECA, ECCE, ECIE
 ESAG, ESCG, ESIG
 REDW
 AVSE
 AVSD
 AVSU
 AXSK
 ECAT
 BECO
 BGAM, BGIM, BGKM
 BINX, BINX, BINX
 BIBG, BIBH, BIKM
 LEBX, LELX, LEBK
 LENX, LENI, LENK
 LEJX, LEJI, LEJK
 LEKX, LEKI, LEKK
 LEH, LEHI, LEHK
 LEBX, LEGI, LEPK
 LEVX, LEEI, LEVK
 LEZ, LEZI, LEZK
 LEV, LEVI, LEVK
 LERX, LERI, LERK
 VSGX, CCLX, LEDX, GPEX, LEFX, LEAX, PSLX, PDFX
 BIII, BIAA, BIAC, BIAK
 BLZI, BLZA, BLZK
 MKSC, MDSC, MASC
 BRZ, BRZI, BRZK
 BIRX, BIRC, BIRI, BIRK
 MACP, MDCP, MCCP, MKCP, MRBP
 BEHI, BEHK
 MAPC, MDPC, MPCK, MRPC
 BEDX, BRED, BAED
 BSHA, BSHI, BSHK
 BSUI, BISX, BKSX
 BSLI, BASL, BSLK
 BIST, BAST, BKST
 BEGX, BASG, BSGK
 BSUV, BSVX, BSVK
 LCTU
 BIBF
 MAEG, MREG, MDEG, MCEG
 BUAM, BIBF, BUKM
 LCTD
 BKCI
 DGD, DDC, DDI, DGDY
 DGE, DGE, DGEI, DGEY
 DEQ, DEQC, DEQI, DEQY
 DRR, DRR, DRI, DRY
 DGL, DGLC, DGLR
 BKIE
 DIS, DISC, DISR
 RHC
 BKE
 BKIS
 DTC, DTC, DTC, DTCY, DRTH
 BKUS
 DTC, DTC, DTC, DRTH
 DPU, DPU, DPU

BOSTON COMMON ESG IMPACT EMERGING MARKETS FUND	BCEMX
BOSTON COMMON ESG IMPACT INTERNATIONAL FUND	BCAIX
BOSTON COMMON ESG IMPACT US EQUITY FUND	BCAMX
BOSTON TRUST WALDEN SMID CAP FUND	WASMX
BROWN ADVISORY SUSTAINABLE GROWTH FUND	BAWAX, BAFWX, BIAWX
BROWN ADVISORY SUSTAINABLE SMALL-CAP CORE FUND	BAFYX, BIAYX
CALAMOS ANTETOKOUNMPO GLOBAL SUSTAINABLE EQUITIES ETF	SROI
CCM ALTERNATIVE INCOME FUND	CCMNX
CCM COMMUNITY IMPACT BOND FUND	CRANX, CRAIX, CRATX
CCM CORE IMPACT EQUITY FUND	QUAGX
CCM SMALL/MID-CAP IMPACT VALUE FUND	QUSVX
CLEARBRIDGE SUSTAINABILITY LEADERS FUND	LCSTX, LCISX, LCILX, CBSLX, CLSUX, CAABX
COLUMBIA US ESG EQUITY INCOME ETF	ESGS
CROSSINGBRIDGE RESPONSIBLE CREDIT FUND	CBRDY
DFA EMERGING MARKETS SOCIAL CORE EQUITY PORTFOLIO	DFESX
DFA EMERGING MARKETS SUSTAINABILITY CORE 1 PORTFOLIO	DESIX
DFA SOCIAL FIXED INCOME PORTFOLIO	DSFIX
DFA US SOCIAL CORE EQUITY 2 PORTFOLIO	DFUEX
DFA US SUSTAINABILITY CORE 1 PORTFOLIO	DFSIX
DFA US SUSTAINABILITY TARGETED VALUE PORTFOLIO	DAABX
DOMINI IMPACT BOND FUND	DSBIX, DSBFX, DSBYX
DOMINI IMPACT EQUITY FUND	DSEPX, DIEQX, DSEFX, DSFRX
DOMINI IMPACT INTERNATIONAL EQUITY FUND	DOMAX, DOMOX, DOMIX, DOMYX
DOMINI SUSTAINABLE SOLUTIONS FUND	LIFEX, CAREX
DWS ESG CORE EQUITY FUND	DESAX, DESCX, DESGX, DESRX, DESUX, DESSX
DWS ESG GLOBAL BOND FUND	SZGAX, SZGDX, DGBIX, SSTGX
DWS ESG INTERNATIONAL CORE EQUITY FUND	DURAX, DURCX, DURIX, DURSX
DWS ESG LIQUIDITY FUND	ESIXX, ESGXX, ESRXX
ETHO CLIMATE LEADERSHIP ETF	ETHO
FIDELITY ADVISOR CLIMATE ACTION FUND	FCAJX, FCALX, FCAUX, FCAOX, FCLZX
FIDELITY ADVISOR SUSTAINABLE CORE PLUS BOND FUND	FIAIX, FIAJX, FIALX, FIAKX, FIAMX
FIDELITY ADVISOR SUSTAINABLE EMERGING MARKETS EQUITY FUND	FSWAX, FSZIX, FSZZX
FIDELITY CLIMATE ACTION FUND	FCAEX
FIDELITY INTERNATIONAL SUSTAINABILITY INDEX FUND	FNIDX
FIDELITY SAI SUSTAINABLE SECTOR FUND	FIDJX
FIDELITY SAI SUSTAINABLE U.S. EQUITY FUND	FIDEX
FIDELITY SUSTAINABILITY BOND INDEX FUND	FNDSX
FIDELITY SUSTAINABLE INTERNATIONAL EQUITY FUND	FSYRX, FSQAX, FSYCX, FSQIX, FSYMX, FSQIX
FIDELITY SUSTAINABLE MULTI-ASSET FUND	FYMRX, FYMAX, FYMCX, FYMIX, FYMMX
FIDELITY SUSTAINABLE US EQUITY FUND	FSEBX
FIDELITY US SUSTAINABILITY INDEX FUND	FITLX
FIRST TRUST EIP CARBON IMPACT ETF	ECLN
FIS KNIGHTS OF COLUMBUS GLOBAL BELIEF ETF	KOCG
FLEXSHARES ESG & CLIMATE DEVELOPED MARKETS EX-US CORE INDEX FUND	FEDM
FLEXSHARES ESG & CLIMATE EMERGING MARKETS CORE INDEX FUND	FEEM
FLEXSHARES ESG & CLIMATE HIGH YIELD CORPORATE CORE	FEHY
FLEXSHARES ESG & CLIMATE INVESTMENT GRADE CORPORATE CORE INDEX FUND	FEIG
FLEXSHARES ESG & CLIMATE US LARGE CAP CORE INDEX FUND	FEUS
FLEXSHARES STOXX GLOBAL ESG SELECT INDEX FUND	ESGG
FLEXSHARES STOXX US ESG SELECT INDEX FUND	ESG
FRONTIER MFG GLOBAL SUSTAINABLE FUND	FMSGX, FMSRX
GABELLI SRI FUND	ESGHX, ESGGX, ESGJX, ESGKX
GENESIS BALANCED PORTFOLIO	MBAPX
GENESIS CONSERVATIVE PORTFOLIO	MCONX
GENESIS GROWTH PORTFOLIO	MGAFX
GLOBAL SOCIAL CORE EQUITY PORTFOLIO	DGBEX
GLOBAL SUSTAINABILITY FIXED INCOME PORTFOLIO	DGSFX
GLOBAL X NASDAQ 100 ESG COVERED CALL ETF	QYLE
GLOBAL X S&P 500 ESG COVERED CALL ETF	XYLE
GOLDMAN SACHS ACTIVEBETA PARIS-ALIGNED CLIMATE US LARGE CAP EQUITY ETF	GPAL
GOLDMAN SACHS BLOOMBERG CLEAN ENERGY EQUITY ETF	GCLN
GOLDMAN SACHS ESG EMERGING MARKETS EQUITY FUND	GEBAX, GEBXC, GEBIX, GEBNX, GEBRX, GEBSX, GEPPX
GOLDMAN SACHS INTERNATIONAL EQUITY ESG FUND	GSIFX, GSICX, GSIEX, GSISX, GIRNX, GSIWX, GTFPX
GOLDMAN SACHS US EQUITY ESG FUND	GAGVX, GCGVX, GINGX, GIRGX, GRGVX, GDEUX, GALPX
GREEN CALIFORNIA TAX-FREE INCOME FUND	CFNTX
GREEN CENTURY BALANCED FUND	GCBUX, GCBLX
GREEN CENTURY EQUITY FUND	GCEUX, GCEQX
GREEN CENTURY MSCI INTERNATIONAL INDEX FUND	GCIFX, GCINX
GUINNESS ATKINSON ALTERNATIVE ENERGY FUND	GAAEX
HARTFORD CLIMATE OPPORTUNITIES FUND	HEOMX, HEONX, HEOIX, HEORX, HEOSX, HEOTX, HEOVX, HEOYX, HEOFX
HARTFORD GLOBAL IMPACT FUND	HGXAX, HGXCX, HGXIX, HGXRX, HGXSX, HGXTX, HGXXV, HGXYX, HGXPX
HARTFORD SCHROEDERS DIVERSIFIED EMERGING MARKETS FUND	HSXAX, HSXCX, HSXIX, HSXYX, HSXFX, HSDEX
HARTFORD SCHROEDERS SUSTAINABLE CORE BOND FUND	HSAEX, HSACX, HSSBX, HSADX, SCBIX, HSSFY, SCBRX
HARTFORD SCHROEDERS SUSTAINABLE INTERNATIONAL CORE FUND	HSISX, HSIDX
HARTFORD SUSTAINABLE INCOME ETF	HSUN
HSBC RADIANT ESG U.S. SMALLER COMPANIES FUND	HSOAX, HOPCX, RESCX
INTERNATIONAL SOCIAL CORE EQUITY PORTFOLIO	DSCLX
INTERNATIONAL SUSTAINABILITY CORE 1 PORTFOLIO	DFSPX
INVESCO ESG NASDAQ 100 ETF	QQMG
INVESCO ESG NASDAQ NEXT GEN 100 ETF	QQJG
INVESCO ESG S&P 500 EQUAL WEIGHT ETF	RSPE

INVESCO FLOATING RATE ESG FUND	AFRAX, AFRCX, AFRYX, AFRRX, AFRIX, AFRFX
INVESCO GLOBAL CLEAN ENERGY ETF	PBD
INVESCO MSCI WORLD SRI INDEX FUND	VSQAX, VSQCX, VSQRX, VSQFX, VSQSX, VSQYX
INVESCO REAL ASSETS ESG ETF	IVRA
INVESCO SOLAR ETF	TAN
ISHARES BREAKTHROUGH ENVIRONMENTAL SOLUTIONS ETF	ETEC
ISHARES CLIMATE CONSCIOUS & TRANSITION MSCI USA ETF	USCL
ISHARES ENVIRONMENTAL INFRASTRUCTURE AND INDUSTRIALS ETF	EFRA
ISHARES ENVIRONMENTALLY AWARE REAL ESTATE ETF	ERET
ISHARES ESG ADVANCED TOTAL USD BOND MARKET ETF	EUSB
ISHARES ESG ADVANCED HIGH YIELD CORPORATE BOND ETF	HYXF
ISHARES ESG ADVANCED INVESTMENT GRADE CORPORATE BOND ETF	ELQD
ISHARES ESG ADVANCED MSCI EAFE ETF	DMXF
ISHARES ESG ADVANCED MSCI EM ETF	EMXF
ISHARES ESG ADVANCED MSCI USA ETF	USXF
ISHARES ESG AWARE 1-5 YEAR USD CORPORATE BOND ETF	SUSB
ISHARES ESG AWARE AGGRESSIVE ALLOCATION ETF	EAOA
ISHARES ESG AWARE CONSERVATIVE ALLOCATION ETF	EAOK
ISHARES ESG AWARE GROWTH ALLOCATION ETF	EAOR
ISHARES ESG AWARE MODERATE ALLOCATION ETF	EAOM
ISHARES ESG AWARE MSCI EAFE ETF	ESGD
ISHARES ESG AWARE MSCI EM ETF	ESGE
ISHARES ESG AWARE MSCI USA ETF	ESGU
ISHARES ESG AWARE MSCI USA GROWTH ETF	EGUS
ISHARES ESG AWARE MSCI USA SMALL-CAP ETF	ESML
ISHARES ESG AWARE MSCI USA VALUE ETF	EVUS
ISHARES ESG AWARE US AGGREGATE BOND ETF	EAGG
ISHARES ESG AWARE USD CORPORATE BOND ETF	SUSC
ISHARES ESG MSCI EM LEADERS ETF	LDEM
ISHARES ESG MSCI USA LEADERS ETF	SUSL
ISHARES ESG MSCI USA MIN VOL FACTOR ETF	ESMV
ISHARES ESG SCREENED S&P 500 ETF	XVV
ISHARES ESG SCREENED S&P MID-CAP ETF	XJR
ISHARES ESG SCREENED S&P SMALL-CAP ETF	XJH
ISHARES GLOBAL CLEAN ENERGY ETF	ICLN
ISHARES MSCI ACWI LOW CARBON TARGET ETF	CRBN
ISHARES MSCI GLOBAL SUSTAINABLE DEVELOPMENT GOALS ETF	SDG
ISHARES MSCI KLD 400 SOCIAL ETF	DSI
ISHARES MSCI USA ESG SELECT ETF	SUSA
ISHARES MSCI WATER MANAGEMENT MULTISECTOR ETF	IWTR
ISHARES PARIS-ALIGNED CLIMATE MSCI USA ETF	PABU
JANUS HENDERSON DEVELOPED WORLD BOND FUND	HFAAX, HFACX, HFADX, HFAIX, HFARX, HFASX, HFATX
JANUS HENDERSON GLOBAL SUSTAINABLE EQUITY FUND	JEASX, JECTX, JEDTX, JEUJX, JETNX, JEGRX, JESSX, JETTX
JANUS HENDERSON GLOBAL SUSTAINABLE EQUITY PORTFOLIO	JHISX
JANUS HENDERSON INTERNATIONAL SUSTAINABLE EQUITY ETF	SXUS
JANUS HENDERSON NET ZERO TRANSITION RESOURCES ETF	JZRO
JANUS HENDERSON RESPONSIBLE INTERNATIONAL DIVIDEND FUND	HDAVX, HDCVX, HDDVX, HDIVX, HDRVX, HDQVX, HDTVX
JANUS HENDERSON SUSTAINABLE & IMPACT CORE BOND ETF	JIB
JANUS HENDERSON SUSTAINABLE CORPORATE BOND ETF	SCRD
JANUS HENDERSON US SUSTAINABLE EQUITY ETF	SSPX
JOHN HANCOCK ESG INTERNATIONAL EQUITY FUND	JTQIX
JOHN HANCOCK ESG LARGE CAP CORE FUND	JHJAX, JHJCX, JHJIX, JHJRX
JPMORGAN CLIMATE CHANGE SOLUTIONS ETF	TEMP
JPMORGAN SMALL CAP SUSTAINABLE LEADERS FUND	VSSBX, VSSRX, VSSWX, VSSBX, VSSRX, VSSWX, JRJUX, JGAUX, JGREX, VSSCX, VSSLX
JPMORGAN U.S. SUSTAINABLE LEADERS FUND	JICAX, JICCX, JIISX, JIIGX
KENNEDY CAPITAL ESG SMID CAP FUND	KESGX
LAZARD US SUSTAINABLE EQUITY PORTFOLIO	SUSTX, SUSLX
LORD ABBETT CLIMATE FOCUSED BOND FUND	CFBAX, CFBCX, CFLFX, CFLNX, CFLIX, CFLQX, CFBRX, CFBTX, CFBUX
MAINSTAY CANDRIAM EMERGING MARKETS DEBT FUND	MGHAX, MGHBX, MHYCX, MGHIX, MGHXX
MAINSTAY CANDRIAM EMERGING MARKETS EQUITY FUND	MCYAX, MCYCX, MCYIX, MCYVX, MCYSX
MARTIN CURRIE EMERGING MARKETS FUND	MACEX, MCECX, MEFIX, MCEIX, MCEMX
MARTIN CURRIE INTERNATIONAL SUSTAINABLE EQUITY ETF	MSCE
MARTIN CURRIE INTERNATIONAL SUSTAINABLE EQUITY FUND	LUFIX, LUEIX, LUISX
MATTHEWS EMERGING MARKETS SUSTAINABLE FUTURE ACTIVE ETF	EMSF
MATTHEWS EMERGING MARKETS SUSTAINABLE FUTURE FUND	MASGX, MISFX
MIROVA GLOBAL GREEN BOND FUND	MGGAX, MGGNX, MGGYX
MIROVA GLOBAL SUSTAINABLE EQUITY FUND	ESGMX, ESGCX, ESGNX, ESGYX
MIROVA INTERNATIONAL SUSTAINABLE EQUITY FUND	MRVAX, MRVNX, MRVYX
MIROVA US SUSTAINABLE EQUITY FUND	MUSAX, MUSCX, MUSNX, MUSYX
MORGAN STANLEY GLOBAL SUSTAIN PORTFOLIO	MGQIX, MGQAX, MGQLX, MSGQX, MGQSX
NATIONWIDE GLOBAL SUSTAINABLE EQUITY FUND	GGEAX, GGECX, GGESX, GGEIX
NEUBERGER BERMAN ADVISERS MANAGEMENT TRUST, SUSTAINABLE EQUITY PORTFOLIO	
NEUBERGER BERMAN SUSTAINABLE EQUITY FUND	NRAAX, NRACX, NBSLX, NBSRX, NRARX, NRSRX, NBSTX
NEUBERGER BERMAN U.S. EQUITY IMPACT FUND	NEQAX, NEQCX, NEQIX
NEW ALTERNATIVES FUND	NALFX, NAEFX
NINETY ONE GLOBAL ENVIRONMENT FUND	ZGEIX
NORTHERN GLOBAL SUSTAINABILITY INDEX FUND	NSRIX, NSRXX
NORTHERN US QUALITY ESG FUND	NUESX, NUIEX
NUVEEN CORE PLUS IMPACT FUND	NPCT
NUVEEN ESG DIVIDEND ETF	NUDV
NUVEEN ESG EMERGING MARKETS EQUITY ETF	NUEM

NUVEEN ESG HIGH YIELD CORPORATE BOND ETF	NUHY
NUVEEN ESG INTERNATIONAL DEVELOPED MARKETS EQUITY ETF	NUDM
NUVEEN ESG LARGE-CAP ETF	NULC
NUVEEN ESG LARGE-CAP GROWTH ETF	NULG
NUVEEN ESG LARGE-CAP VALUE ETF	NULV
NUVEEN ESG MID-CAP GROWTH ETF	NUMG
NUVEEN ESG MID-CAP VALUE ETF	NUMV
NUVEEN ESG SMALL-CAP ETF	NUSC
NUVEEN ESG US AGGREGATE BOND ETF	NUBD
NUVEEN WINSLOW LARGE-CAP GROWTH ESG ETF	NWLG
NUVEEN WINSLOW LARGE-CAP GROWTH ESG FUND	NWCAX, NWCCX, NVLIX, NWCXF
OSTERWEIS SUSTAINABLE CREDIT FUND	ZSRIX
PARNASSUS CORE EQUITY FUND	PRILX, PRBLX
PARNASSUS FIXED INCOME FUND	PFPLX, PRFIX
PARNASSUS MID CAP FUND	PFPMX, PARMX
PARNASSUS MID CAP GROWTH FUND	PFPRX, PARNX
PARNASSUS VALUE EQUITY FUND	PFPWX, PARWX
PAX CORE BOND FUND	PAXBX, PXBIX
PAX ELEVATE GLOBAL WOMEN'S LEADERSHIP FUND	PXWIX, PXWEX
PAX GLOBAL ENVIRONMENTAL MARKETS FUND	PXEAX, PGRNX, PGINX
PAX GLOBAL OPPORTUNITIES FUND	PXGOX, PAXGX
PAX GLOBAL SUSTAINABLE INFRASTRUCTURE FUND	PXDIX, PAXDX
PAX HIGH YIELD BOND FUND	PXHAX, PAXHX, PXHIX
PAX INTERNATIONAL SUSTAINABLE ECONOMY FUND	PXNIX, PXINX
PAX LARGE CAP FUND	PAXLX, PXLIX
PAX SMALL CAP FUND	PXSAX, PXSCX, PXSIX
PAX SUSTAINABLE ALLOCATION FUND	PAXIX, PAXWX
PAX U.S. SUSTAINABLE ECONOMY	PXGAX, PWGIX, PXWGX
PEAR TREE ESSEX ENVIRONMENTAL OPPORTUNITIES FUND	GEOSX, EEOFX, GEORX
PGIM ESG HIGH YIELD FUND	PGANX, PGAUX, PGAQX, PGAVX
PGIM ESG SHORT DURATION MULTI-SECTOR BOND FUND	PGIGX, PGIUX, PGIPX, PGIKX
PGIM ESG TOTAL RETURN BOND FUND	PAIWX, PAIYX, PAJBX, PAIZX
PIMCO CLIMATE BOND FUND	PCEBX, PCECX, PCEPX, PCEWX, PCEIX
PIMCO ENHANCED SHORT MATURITY ACTIVE ESG EXCHANGE-TRADED FUND	EMNT
PIMCO ESG INCOME FUND	PEGAX, PEGBX, PEGPX, PEGQX, PEGIX
PIMCO LOW DURATION ESG FUND	PLUPX, PLDIX
PIMCO RAFI ESG U.S. ETF	RAFE
PIMCO TOTAL RETURN ESG FUND	PTGAX, PRFAX, PTGCX, PRAPX, PTSAX
PUTNAM PANAGORA ESG EMERGING MARKETS EQUITY ETF	PPEM
PUTNAM PANAGORA ESG INTERNATIONAL EQUITY ETF	PPIE
RBC BLUEBAY CORE PLUS BOND FUND	RCPIX, RCPAX, RCPRX
RBC BLUEBAY EMERGING MARKET DEBT FUND	RESAX, RBESX, RBERX
RBC BLUEBAY HIGH YIELD BOND FUND	RHYAX, RGHYX
RBC BLUEBAY STRATEGIC INCOME FUND	RBSIX, RBIAX, RBSRX
REYNDERS MCVEIGH CORE EQUITY FUND	ESGEX
RIC SUSTAINABLE EQUITY FUND	REUYX, REQTX, REQAX, REQCX
ROCKEFELLER CLIMATE SOLUTIONS FUND	RKCIX, RKACX
SATURNA SUSTAINABLE BOND FUND	SEBFX
SATURNA SUSTAINABLE EQUITY FUND	SEEFX
SCHWAB ARIEL ESG ETF	SAFE
SEI SCREENED WORLD EQUITY EX-US FUND	SSEAX
SHELTON SUSTAINABLE EQUITY FUND	NEXIX, NEXTX
SPDR BLACKSTONE HIGH INCOME ETF	HYBL
SPDR MSCI ACWI CLIMATE PARIS ALIGNED ETF	NZAC
SPDR MSCI EAFE FOSSIL FUEL RESERVES FREE ETF	EFAX
SPDR MSCI EMERGING MARKETS FOSSIL FUEL RESERVES FREE ETF	EEMX
SPDR MSCI USA CLIMATE PARIS ALIGNED ETF	NZUS
SPDR S&P 500 ESG ETF	EFIV
SPDR S&P 500 FOSSIL FUEL RESERVES FREE ETF	SPYX
SPDR S&P SMALLCAP 600 ESG ETF	ESIX
SPHERE 500 FOSSIL FREE FUND	SPFFX
T. ROWE PRICE GLOBAL IMPACT EQUITY FUND	TGBLX, TGPEX
TEMPLETON INTERNATIONAL CLIMATE CHANGE FUND	TICGX
TIAA-CREF CORE IMPACT BOND FUND	TSBRX
TIAA-CREF GREEN BOND FUND	TGRKX, TGRNX, TGR LX, TGROX, TGRMX
TIAA-CREF NET ZERO GLOBAL TRANSITION ETF	NTZG
TIAA-CREF SHORT DURATION IMPACT BOND FUND	TSDHX, TSDJX, TSDFX, TSDBX, TSDDX
TIAA-CREF SOCIAL CHOICE ACCOUNT	QCSCIX
TIAA-CREF SOCIAL CHOICE EQUITY FUND	TISCX, TRPSX, TICRX, ,TRSCX
TIAA-CREF SOCIAL CHOICE INTERNATIONAL EQUITY FUND	TSONX, TSOPX, TSORX, TSOEX
TIAA-CREF SOCIAL CHOICE LOW CARBON EQUITY FUND	TNWCX, TPWCX, TLWCX, TEWCX
TOUCHSTONE CLIMATE TRANSITION ETF	HEAT
TRILLIUM ESG GLOBAL EQUITY FUND	PORIX, PORTX
TRILLIUM ESG SMALL/MID CAP FUND INSTITUTIONAL	TSMDX
UBS ALL CHINA EQUITY FUND	UACPX, ACPTX
UBS EMERGING MARKETS EQUITY OPPORTUNITY FUND	UEMPX, EMPTX
UBS ENGAGE FOR IMPACT FUND	UEIPX, EIPTX
UBS INTERNATIONAL SUSTAINABLE EQUITY FUND	BNIEK, BNUEX, ESPTX
UBS MULTI INCOME BOND FUND	UTBAX, UTBPX
UBS SELECT ESG PRIME INSTITUTIONAL FUND	SGIXX
UBS SELECT ESG PRIME PREFERRED FUND	SSPXX

EXHIBIT A

UBS U.S. SMALL CAP GROWTH FUND	BNSCX, BSCX
UBS ULTRA SHORT INCOME FUND	USIAX, USDIX, USIPX
UBS US DIVIDEND RULER FUND	DVRUX
UBS US QUALITY GROWTH AT REASONABLE PRICE FUND	QGRPX
VAN ECK MORNINGSTAR ESG MOAT ETF	MOTE
VANGUARD BAILLIE GIFFORD GLOBAL POSITIVE IMPACT STOCK FUND	VBPIX
VANGUARD ESG INTERNATIONAL STOCK ETF	VSGX
VANGUARD ESG US CORPORATE BOND ETF	VCEB
VANGUARD ESG US STOCK ETF	ESGV
VANGUARD FTSE SOCIAL INDEX FUND	VFTAX, VFTNX
VANGUARD GLOBAL ENVIRONMENTAL OPPORTUNITIES STOCK FUND	VEOIX, VEOAX
VANGUARD GLOBAL ESG SELECT STOCK FUND	VESGX, VEIGX
VIRTUS NFJ GLOBAL SUSTAINABILITY FUND	ASUAX, ASTNX, ASTPX
WISDOMTREE CLOUD COMPUTING FUND	WCLD
WISDOMTREE CYBERSECURITY FUND	WCBR
WISDOMTREE EMERGING MARKETS ESG FUND	RESE
WISDOMTREE EMERGING MARKETS EX-CHINA FUND	XC
WISDOMTREE EMERGING MARKETS EX-STATE-OWNED ENTERPRISES FUND	XSOE
WISDOMTREE INDIA EX-STATE-OWNED ENTERPRISES FUND	IXSE
WISDOMTREE INTERNATIONAL ESG FUND	RESO
WISDOMTREE TRUST CHINA EX STATE OWNED ENTERPRISES ETF	CXSE
WISDOMTREE U.S. ESG FUND	RESP
XTRACKERS EMERGING MARKETS CARBON REDUCTION AND CLIMATE IMPROVERS ETF	EMCR
XTRACKERS J.P. MORGAN ESG EMERGING MARKETS SOVEREIGN ETF	ESEB
XTRACKERS J.P. MORGAN ESG USD HIGH YIELD CORPORATE BOND ETF	ESHY
XTRACKERS MSCI EAFE ESG LEADERS EQUITY ETF	EASG
XTRACKERS MSCI EMERGING MARKETS ESG LEADERS EQUITY ETF	EMSG
XTRACKERS MSCI USA ESG LEADERS EQUITY ETF	USSG
XTRACKERS S&P 500 ESG ETF	SNPE
XTRACKERS S&P MIDCAP 400 ESG ETF	MIDE
XTRACKERS S&P SMALLCAP 600 ESG ETF	SMLE

List prepared pursuant to chapter 808 of the Texas Government Code

Companies That Boycott Israel

Updated Q3 2023

COMPANY NAME	ISSUER ID	ISIN
ASN BANK NV	ID000000002407715	
BEN & JERRY'S HOMEMADE, INC.		US0814651065
BETSAH INVEST SA		
CACTUS SA		
CO-OPERATIVE GROUP LIMITED	IID000000002241186	GB00BFXWHQ29
DNB BANK ASA	IID000000002246697	NO0010161896
GULOGUZ DIS DEPOSU TICARET VE PAZARLAMA LTD		
KARSTEN FARMS		
KLP KAPITALFORVALTNING AS		
KOMMUNAL LANDSPENSJONSKASSE GJENSIDIG FORSIKRINGSSELSKAP	IID000000002228977	XS1217882171
UNILEVER PLC	IID000000002137159	GB00B10RZP78

List prepared pursuant to chapter 2270 of the Texas Government Code

Designated Foreign Terrorist Organizations

Source - US State Department

<https://www.state.gov/foreign-terrorist-organizations/>

Updated Q2 2023

Organization Name

Abdallah Azzam Brigades (AAB)
 Abu Sayyaf Group (ASG)
 Al-Aqsa Martyrs Brigade (AAMB)
 al-Ashtar Brigades (AAB)
 al-Mulathamun Battalion (AMB)
 al-Nusra Front
 al-Qa'ida (AQ)
 al-Qa'ida in the Arabian Peninsula (AQAP)
 Al-Qa'ida in the Indian Subcontinent
 al-Qaida in the Islamic Maghreb (AQIM)
 al-Shabaab
 Ansar al-Dine (AAD)
 Ansar al-Islam (AAI)
 Ansar al-Shari'a in Benghazi
 Ansar al-Shari'a in Darnah
 Ansar al-Shari'a in Tunisia
 Ansaru
 Army of Islam (AOI)
 Asa'ib Ahl al-Haq (AAH)
 Asbat al-Ansar (AAA)
 Boko Haram
 Communist Party of the Philippines/New People's Army (CPP/NPA)
 Continuity Irish Republican Army (CIRA)
 HAMAS
 Haqqani Network (HQN)
 Harakat Sawa'd Misr (HASM)
 Harakat ul-Jihad-i-Islami (HUJI)
 Harakat ul-Jihad-i-Islami/Bangladesh (HUJI-B)
 Harakat ul-Mujahidin (HUM)
 Hizballah
 Hizbul Mujahideen (HM)
 Indian Mujahideen (IM)
 ISIL Sinai Province (formerly Ansar Bayt al-Maqdis)
 ISIS-Bangladesh
 ISIS-DRC

ISIS-Greater Sahara
ISIS-Mozambique
ISIS-Philippines
ISIS-West Africa
Islamic Jihad Union (IJU)
Islamic Movement of Uzbekistan (IMU)
Islamic Revolutionary Guard Corps (IRGC)
Islamic State of Iraq and the Levant (formerly al-Qa'ida in Iraq)
Islamic State of Iraq and the Levant's Branch in Libya (ISIL-Libya)
Islamic State's Khorasan Province (ISIS-K)
Jaish-e-Mohammed (JEM)
Jama'at Nusrat al-Islam wal-Muslimin (JNIM)
Jaysh al-Adl (formerly Jundallah)
Jaysh Rijal al-Tariq al Naqshabandi (JRTN)
Jemaah Anshorut Tauhid (JAT)
Jemaah Islamiya (JI)
Kata'ib Hizballah (KH)
Kurdistan Workers Party (PKK, aka Kongra-Gel)
Lashkar i Jhangvi (LJ)
Lashkar-e Tayyiba (LeT)
Liberation Tigers of Tamil Eelam (LTTE)
National Liberation Army (ELN)
Palestine Islamic Jihad (PIJ)
Palestine Liberation Front (PLF)
PFLP-General Command (PFLP-GC)
Popular Front for the Liberation of Palestine (PFLP)
Real Irish Republican Army (RIRA)
Revolutionary Armed Forces of Colombia – People's Army (FARC-EP)
Revolutionary People's Liberation Party/Front (DHKP/C)
Revolutionary Struggle (RS)
Segunda Marquetalia
Shining Path (SL)
Tehrik-e Taliban Pakistan (TTP)

**List prepared pursuant to chapter 2270 of the Texas Government Code
Companies Engaging in Scrutinized Business Operations With a Designated
Foreign Terrorist Organization**

Updated Q2 2023

Company Name

No companies identified

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 RFP Responses 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 Non-Disclosure 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 Non-Disclosure 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]

Langford Community Management Services, Inc.

By: Judy Langford

Title: Owner/President

Date: 10/30/23

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response 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:

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[Printed Name of Consultant]

Langford Community Management Services, Inc.

By: Judy Langford

Title: Owner/President

Date: 10/30/23

REQUIRED FORM

Respondent:

Please complete this form and include with RFP response submission.



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

N/A.

RESPONDENT'S CERTIFICATION

I have carefully examined the Request for Proposal (RFP) specifications, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my response will remain firm for a period of up to 60 DAYS in order to allow Jefferson County adequate time to evaluate the proposal submitted.

I verify that all information contained in this response is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this response 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 response is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a response for the same product or service: no officer, employee or agent of Jefferson County or any other Respondent is interested in said response: 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.

Langford Community Management Services, Inc.

NAME OF BUSINESS

BY:

[Handwritten signature]

SIGNATURE

Judy Langford, Owner/President

NAME & TITLE, TYPED OR PRINTED

9017 W. Hwy 29, Suite 206

MAILING ADDRESS

Liberty Hill, TX 78642

CITY, STATE, ZIP CODE

(512) 452-0432

TELEPHONE NUMBER

Sworn to and subscribed before me

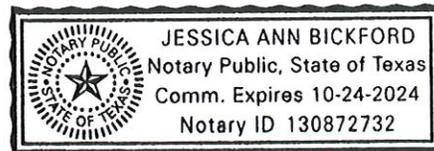
this 30th day of October, 2023

[Handwritten signature: Jessica Ann Bickford]

Notary Public

State of Texas

My Commission Expires: 10-24-2024



REQUIRED FORM
Respondent:
Please complete this form and include with RFP response submission.

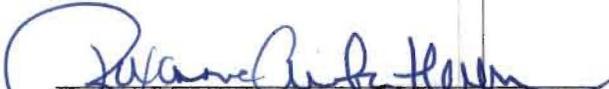
**CONTRACT RENEWAL FOR IFB 21-001/YS
TERM CONTRACT FOR MOTOR FUEL FOR JEFFERSON
COUNTY**

The County entered into a contract with Spidle Oil Co. for one (1) year, from March 10, 2021 to March 11, 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from March 09, 2024 to March 08, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS


Roxanne Acosta Hellberg, County Clerk


Jeff Branick, County Judge



CONTRACTOR:
Spidle Oil Co.


(Name)

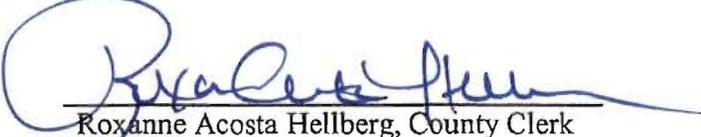
**CONTRACT RENEWAL FOR IFB 21-003/YS
TERM CONTRACT FOR LIMESTONE ROCK ASPHALT FOR
JEFFERSON COUNTY**

The County entered into a contract with Vulcan Construction Materials, LLC for one (1) year, from March 2, 2021 to March 1 2022, with an option to renew the contract for up to a five (5) year period.

Pursuant to the contract, Jefferson County hereby exercises its third one-year option to renew the contract for one (1) additional year from February 27, 2024 to February 26, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS



Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Vulcan Construction Materials, LLC



(Name)

Vulcan Materials Company

1/2/2024

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

RE: Price Adjustment for IFB 21-003/YS – Limestone Rock Asphalt

Mistey,

As the anniversary date of the subject contract is approaching, Vulcan Construction Materials LLC, respectfully requests a price increase over our current pricing

To recap, on March 2nd, 2021, Vulcan Construction Materials LLC was awarded this contract. On February 28, 2022 we renewed with a price increase with the prices listed in the first image. Then on the 2nd renewal we renewed with a price increase with the prices listed in the second image. Due to the rising costs competitive labor, diesel fuel & energy, and operating inputs required to manufacture and deliver construction materials we would like to renew with the prices listed in the third image.

1st Renewal Pricing	
Item	Price
1	\$ 57.00
2a	\$ 130.53
2b	\$ 127.68
2c	\$ 130.91
2d	\$ 130.53
2e	\$ 131.10
2f	\$ 131.48
2g	\$ 131.29

2nd Renewal Pricing	
Item	Price
1	\$ 58.00
2a	\$ 150.88
2b	\$ 147.28
2c	\$ 151.36
2d	\$ 150.88
2e	\$ 151.60
2f	\$ 152.08
2g	\$ 151.84

Requested New Pricing	
Item	Price
1	\$ 71.00
2a	\$ 160.01
2b	\$ 156.56
2c	\$ 160.47
2d	\$ 160.01
2e	\$ 160.70
2f	\$ 161.16
2g	\$ 157.48

In light of our good working relationship with Jefferson County, Vulcan Construction Materials LLC would agree to extend the contract for an additional 12 months. Your approval of this increase would be greatly appreciated to help offset our increase.

Sincerely,



Vulcan Construction Materials LLC

Current Pricing

IFB 21-003/YS

Term Contract for Limestone Rock Asphalt for Jefferson County

Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23

Renewal 2: 02/28/23 to 02/27/24

Updated 02/14/2023

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale, Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle, Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire, Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 \$160.47 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert, Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY– China Road, Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 \$160.70 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road, Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 \$161.16 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road, Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC

PO Box 791550

San Antonio TX 78279

attn: Julia Farrar

Farrarj@vmcmail.com

ph: 210-965-0419/fx: 210-524-3555

CONTRACT # 2024-03-XXX Hillcrest Memorial Gardens, Inc
 Burial # _____ P.O. Box 2060
 Reference(s) # _____ 4560 Hwy 87 South
 _____ Orange, Texas 77631-2060
 _____ (409) 735-7145

Orange Forest Lawn
 P.O. Box 2060
 2312 Irving
 Orange, Texas 77631-2060
 (409) 735-7145

Claybar Haven of Rest
 Cemetery & Crematory
 P.O. Box 27
 Hwy 90 at Green Pond Road
 Beaumont, Texas 77704
 (409) 892-3456

Date: February 1, 2024 PURCHASE AGREEMENT

I, (We), Jefferson County Public Health Dept.
 #IFB 23-068 MR Email: _____
 Address: 1295 PEARL ST.
BEAUMONT, TX 77701 Phone #: 409-835-8530

hereby agree to purchase, subject to the provisions on the reverse side of this agreement and the rules and regulations of:
 Hillcrest Memorial Gardens, Inc Orange Forest Lawn Claybar Haven of Rest & Crematory
 (Hereinafter called "The Memorial Park") the number of interment, entombment, or inurnment space in the location described and any service or merchandise as so stated at the price and terms as follows:

PROPERTY DESCRIPTION

Garden: SERENITY
 Section: _____ Lot: *
 Block: * Spaces: *
 Section: _____ Block: _____
 Block: _____ Spaces: _____
 No. of Spaces _____ Square Ft _____
 Mausoleum Unit _____
 Crypt _____ Level _____

Special Note: If any item listed is in reference to Memorialization, Granite, Scrolls and/or Service Arrangements an appropriate "MEMORIAL ORDER" and/or "REQUEST AND AUTHORIZATION" must be completed and made part of this agreement.

PAYMENT: _____

CFH/CKW/FF CONTRACT # _____

MERCHANDISE - PROPERTY - SERVICES

QTY	ITEM DESCRIPTION	COST
50	A. Ground Space.....\$517.39/ea	\$25,869.50
	B. Mausoleum.....	\$
	C. Niche.....	\$
	D. Discount.....	\$
	Net Property sale (A,B, or C-D).....	\$
50	Perpetual Care.....\$77.61/ea	\$3,880.50
	Deed Fee.....	\$
	Liner Installation Fee.....	\$
	Opening & Closing.....	\$
	E. Memorial.....	\$
	Memorial Installation Fee.....	\$
	F. Granite Base.....	\$
	G. Memorial Discount.....	\$
	Net Memorial Sales (E or F-G).....	\$
	Sales Tax.....	\$
	TOTAL PRICE (target).....	\$
	Allowance(s).....	\$
	Other Applicable Discounts.....	\$
	ADJUSTED SALES PRICE.....	\$29,750.00

Notations: * SEPARATE ATTACHMENT TO FOLLOW WITH LOT, BLOCK & SPACE DESCRIPTIONS.

CREDITOR-SELLER: HILLCREST MEMORIAL GARDENS, INC				
ANNUAL PERCENTAGE RATE (The cost of your credit as a yearly rate)	FINANCE CHARGE (The dollar amount the credit will cost you)	AMOUNT FINANCED (The amount of credit provide to You or on your behalf)	TOTAL OF PAYMENTS (The amount You will have paid after You have made all payments as scheduled)	TOTAL SALE PRICE (The total cost of your purchase on credit including your down payment of
0.00 %	0.00 %	\$	\$	\$ _____
Your payment schedule is:				
Number of payments	Amount of payments	When payments are due		
	\$	Beginning until paid in full		
0	\$ 0.00	N/A		
	\$			
PREPAYMENT: If You pay off early, You will not have to pay a penalty. ADDITIONAL INFORMATION: See your contract documents for information about nonpayment, default, the right to accelerate, and the requirement for payment in full before delivery of contracted goods and services by the Seller.				

RIGHTS OF PURCHASER AND SELLER

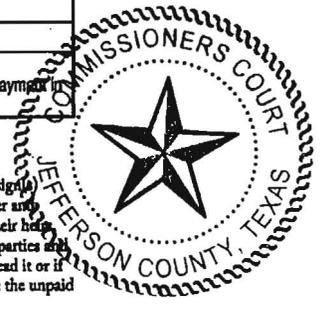
Buyer is entitled to and acknowledges receipt of a copy of this agreement and the Notice of Cancellation (on reverse side of contract) at the time Buyer(s) signed this agreement. All parties have read and understand the terms and provisions of this agreement and all parties hereunder and when signed by the purchaser and signed by and accepted by an Executive Officer of "The Memorial Park" this agreement shall become effective and shall be binding on the parties hereto, their heirs, personal representatives and successors subject to the right of cancellation described hereafter. This agreement contains a complete agreement between the parties and no agent or representative has any authority to modify, add to or change the terms or conditions set forth herein. 1. Do not sign this contract before you read it or if it has any blank spaces. 2. You are entitled to an exact copy of the contract you sign. 3. Under the law you have the right, among others, to pay in advance the unpaid balance due under this contract and to obtain under certain conditions a partial refund of the Finance Charge.

I (We) have read this contract, including the back, and received a copy of the agreement IN WITNESS WHEREOF, the Buyer has executed

this 13th day of February, 2024

Buyer _____ FSA _____
 Issue Deed to Jefferson County Public Health Dept. Accepted By _____

ATTEST [Signature]
 DATE 2/14/2024





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

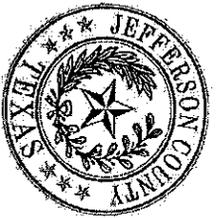
From: Deborah Clark
Purchasing Agent *dc*

Date: February 13, 2024

Re: Disposal of Scrap Property

Consider and possibly approve, execute, receive and file disposal of scrap metal. Scrap property to be transport to a metal salvage company and there sold for such price as it may command and return funds to the County.

Thank you.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Scrap
DISPOSAL OF SALVAGE PROPERTY

Date: 02-06-24

Department: Sheriff Correctional facility

Contact Person: Captain Kenneth Harrell

Phone: 409-726-2555

Fax: _____

Department Head Approval: _____

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
1) 24X30X40 Push cart			Unrepairable
1) 19X36X80 Office Cabinet			Unrepairable
6) water heaters			Unrepairable
3) 22X28X44 Broilers			Unrepairable
17) Cold water drinking fountains			Unrepairable
Misc fencing materials			Rusted
4) Electric motors			Unrepairable
5) Gate openers			Unrepairable



JEFFERSON COUNTY PURCHASING DEPARTMENT
Scrap
DISPOSAL OF ~~SALVAGE~~ PROPERTY

Date: 02-06-24

Department: Sheriff Correctional facility

Contact Person: Captain Kenneth Harrell

Phone: 409-726-2555

Fax: _____

Department Head Approval: *[Signature]*

Approved in Com. Court: _____

Description of Property	Serial No.	Asset No.	Condition of Property
2) 28x82x80 Drying rack for trays			Unreparable
1) 30x40x84 Refrigerator from crime lab			Unreparable
2) 26x32x76 Food Warmer			Unreparable
1) 35x53x84 Food Warmer			Unreparable
4) 16x30x46 Fryer vat			Unreparable
3) 32x28x64 Food warmer			Unreparable
3) 21x26x70 Bakers Racks			Unreparable
1) 28x48x40 Food griddle			Unreparable

JEFFERSON COUNTY, TEXAS

[Signature]
Jeff Brankk, County Judge



ATTEST
DATE

[Signature]
2/14/24

Jefferson County

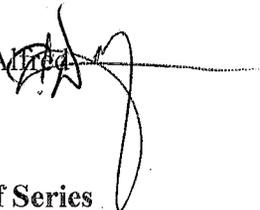


Precinct Four

Everette "Bo" Alfred
Commissioner

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

MEMO

TO: Ms. Fran Lee, Auditor
FROM: Commissioner Everette Alfred 
DATE: February 6, 2024
RE: **Transfer Funds -Out of Series**

Please make the following transfer as indicated. Thank you.

Transfer **\$8,000** from account # 114-0402-431.30-16 (Chemicals, Sprays, Etc.) into account # 114-0405-431.40-18 (Road Machinery) for additional cost of equipment repairs.

EA/nr

To: Fran Lee / Auditing Department
From: Greg Keller / Maintenance Department
Date: February 7, 2024
Subject: Budget Transfer

We are requesting that you Transfer \$1,700.00 from Acct #120-6083-416-40-09 (Building & Grounds) and put into Acct # 120-6083-416-50-62 (Travel). This is for Greg Keller Director of Building Maintenance to travel to Austin, Texas to the Texas Historical Commission's Conference April 2nd -5th. This is for preserving and maintaining the Historical Courthouse. This will help us thru remainder of budget year '23-'24. If you have any questions please call ext. 8511.

Thank you, _____

GK/pa

To: Fran Lee / Auditing Department
From: Greg Keller / Maintenance Department
Date: February 7, 2024
Subject: Budget Transfer

We are requesting that you Transfer \$13,500.00 from Acct #120-6083-416-40-01 (Cooling & Heating) and put into Acct # 120-6083-416-60-13(Capital Outlay/Cooling & Heating). This is for new A/C unit for Annex I roof top. This will help us thru remainder of budget year '23-'24. If you have any questions please call ext. 8511.

Thank you,

GK/pa



Jefferson County
 American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner Jefferson County Water Control Improvement District 10	Project Name / Description Force Main to Neches River
Primary Project Contact/Requester & Title Thomas McDonald, General Manager Candace Plessala, Office Manager	Mailing Address 3707 Central Blvd. Nederland, TX 77627

Request Breakdown

Year:	2024	Advance Drawdown Request Amount:	\$ 100,000.00	\$270,000.01
Quarter:	1st	Validated Total:	\$ 55,253.09	
Total Award:	\$ 6,000,000.00	Validated Balance this request:	\$ 101,452.34	\$214,746.92

Rolled to Q1 2024

Please Itemize Cost Estimates/Invoices Covered by this draw down request

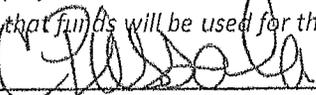
Expense Item Description	Original	Est Amount	Validated Actual
1 Pellerin Land Easement	Original	\$ 55,253.09	\$ 55,253.09
2 Energy Transfer Easement	Original	\$ 113,294.58	
3 Energy Transfer Easement Part 2	New	\$ 43,932.63	
4 Pellerin Laydown Easement Fees	New	\$ 57,519.71	
5			
6			
7			
8			

Unreconciled 113k is rolled as a complete line item - previous request field is for reconciled line items from previous advance with remaining balance.

Previous Request Balance:	(\$ 101,452.34)	Validated Total	\$ 55,253.09
Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses	\$0.00		
Total Request Amount:	\$ 158,705.42		\$270,000.01

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

 Office Manager Date: 2-5-24

Less Amount previously funded
 (\$ 168,547.67)
 \$ 101,452.34



Commercial Electronic Office - Transaction Search
Date Printed: 12/20/2023 07:16 AM PT

Check 1002 - 55,253.09 USD

THE KEY TO DOCUMENT SECURITY • HEAT-ACTIVATED THUMB PRINT • ADDITIONAL SECURITY FEATURES INCLUDED • SEE BACK FOR DETAILS.

JEFFERSON COUNTY WCID NO. 10 ARPA GRANT 3707 CENTRAL BLVD. NEDERLAND, TX 77827 (409) 722-6922	WELLS FARGO BANK TEXAS, N.A. NEDERLAND, TX 77827 37-651119	001002
	10/19/2023	
PAY TO THE ORDER OF James & Cathi Pellerin	\$ **55,253.09	
Fifty-Five Thousand Two Hundred Fifty-Three and 09/100*****		DOLLARS
James & Cathi Pellerin	<i>John Wagner</i>	
MEMO Easement Agreement for Neches River	<i>Edward Jones</i>	
	AUTHORIZED SIGNATURE	

⑈001002⑈ ⑆11900659⑆5277049564⑈

FOR DEPOSIT ONLY
 ENDORSEMENT GUARANTEED BY
 EDWARD D JONES & CO, LP
 ENDORSEMENT GID BY EDWARD JONES FOR DRST ONLY

CHECK HERE IF MOBILE DEPOSIT

James & Cathi Pellerin

Item Details

Account Number	5277049564	Item Sequence Number	000282758195
Account Name	JEFFERSON COUNTY WATER CO	Bank Id	111900659
Check	1002	As Of Date	11/10/2023
Amount	55,253.09 USD Debit		
Status	Check Paid		
Posting Date	11/10/2023		
Additional Item Details:	CHECK 0000001 +000000011132895		

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS; YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

EXCLUSIVE WASTEWATER LINE EASEMENT AGREEMENT

STATE OF TEXAS

§

KNOW ALL BY THESE PRESENTS:

COUNTY OF JEFFERSON

§

§

James and Cathi Pellerin (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other valuable consideration as stated herein hand paid by **Jefferson County Water Control & Improvement District No. 10**, a water control and improvement district organized and existing under the laws of the State of Texas, with an address of 3707 Central Boulevard, Nederland, Texas 77627, (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant unto the said Grantee, an exclusive easement and right of way ten feet (10') in width ("Easement") described on **Exhibit "A"** and depicted on **Exhibit "B"**, attached hereto and made a part hereof, for the purposes of laying, constructing, inspecting, maintaining, operating, repairing, replacing, protecting, altering, and removing or abandoning in place in accordance with the terms herein a wastewater line within the Easement (collectively the "Pipeline"), used for the purpose of receiving, delivering, gathering and transporting wastewater across the lands described in **Exhibit "C"** attached hereto in Jefferson County, Texas, to-wit (the "Property").

Grantor agrees that Grantee shall have the dominant right to use the Easement for the purposes stated above, and Grant shall not grant additional easements, licenses or property rights of uses of the Easement that unreasonably interferes with Grantee's use, including but not limited to (i) the construction of improvements that would impede Grantee's access to the Facilities or (ii) incur any additional costs to operate or maintain the Facilities.

It is further agreed as follows:

1. In the exercise of its rights under this Exclusive Utility Line Easement Agreement (the "Agreement") during construction and operation of the Pipeline or any subsequent maintenance, repair or removal, Grantee within the Easement or the Temporary Easement as hereinafter described shall: (a) construct the Pipeline by removing the topsoil and segregating it from the subsoil, then replacing the soil in the same order upon the completion of construction; (b) construct and maintain the top of the Pipeline to a depth of thirteen-fifteen (13-15') feet below the surface of the ground; (c) repair and restore any damage to the Property or Grantor's personal property thereon, to the extent caused by Grantee to the Property as near as practicable to the condition immediately prior to such damage. Grantee shall give written notice to Grantor of the date on which the construction of the Pipeline is to begin, and such notice shall be given as soon as practicable, but not less than seven (7) days prior to the commencement of the construction of the Pipeline. In the event of an emergency, Grantee will immediately notice Grantor of the incident and Grantee shall be responsible for the repair of all damages related to its actions taken in response to the emergency. In performing repairs or

maintenance on the Pipeline, Grantee shall be solely responsible for obtaining all necessary permits from applicable governmental entities. Grantee, its successors and assigns shall, at all times during which this Agreement is in effect, designate in writing to Grantor at the address provided above an individual (including mailing address, email address, office telephone number and mobile telephone number) whom Grantor may contact and who shall be vested by Grantee with sufficient authority to handle any claims or inquiries by Grantor, with such contact information to be updated periodically as necessary and upon any assignment of this Agreement.

2. In consideration of One Thousand Two Hundred and 00/100 (\$1,200.00) Dollars per rod paid by Grantee to Grantor, Grantor conveys the Easement together with access to and use for purposes herein stated for the Easement of an additional fifteen feet (15') adjacent to the Easement in temporary use for initial construction of the Pipeline (the "Temporary Easement"). The Temporary Easement shall automatically terminate one hundred twenty (120) days after completion of the Pipeline.

3. In consideration of the additional sum of Three Thousand and 00/100 (\$3,000.00) Dollars, Grantor provides to Grantee a temporary laydown/work yard area approximately 100'x100" in dimensions as depicted on **Exhibit "D"** attached hereto and made a part hereof for all purposes. The temporary laydown shall be used in association with the work to be performed on the Pipeline within the Easement and shall be for a period of ninety (90) days from the date of execution of this Easement and thereafter may be utilized with the consent of the Grantor for additional 30-day successive periods for a payment of One Thousand and 00/100 (\$1,000.00) Dollars per successive 30-day period(s).

4. Grantee shall have the right, at its option, to install gates in boundary fences on the exterior of the Property and interior fences, where said fences cross the Easement with full access rights to gates and updated copies of all keys and combinations provided to Grantor.

5. This instrument may be executed in counterparts, but which together shall constitute one and the same instrument.

6. It is understood and agreed that this grant is not a conveyance of the lands described herein or of any interest in the groundwater estate or the oil, gas and other minerals in, on or under said lands, but is a grant solely of the Easement and Temporary Easement granted herein. This grant is made subject to all matters of record affecting the Easement and all applicable laws, ordinances, easements, leases, restrictions, reservations or covenants, either of record or evidenced by readily observable improvements located upon the ground of the Easement and to the extent same are in force.

7. Grantee shall be permitted to utilize the surface of the Easement or the Temporary Easement for the initial installation of the Pipeline, and shall be permitted to use the surface of the Easement for the installation of the wastewater line and any maintenance of the Pipeline. Notwithstanding the above, no surface appurtenances may be constructed on the surface of the Property by Grantee. All subsurface fixtures, equipment, and improvements placed on or fixed to the Easement by Grantee shall remain the property of Grantee and Grantee shall have the right to remove any or all of its property from the Easement. Except for use of the Easement or the Temporary Easement for construction and/or maintenance of the Pipeline in the manner provided above, in no event otherwise shall the Easement be used for the purpose of storing equipment.

8. Grantee shall, restore, repair or pay the replacement value for any damages to the Property and its personal property thereon, to the extent such damages are caused by Grantee's operations, including, but not limited to, damaged pasturage, trees, growing crops, grasses, wildlife, fences,

buildings, water wells, livestock, gates, cattle guards, bridges, and other improvements. Grantee's obligation to fully restore and remediate shall not be lessened or mitigated if the cost of restoration or repair exceeds the fair market value of the damaged real or personal property. In the event of a leak or emission from the Pipeline, Grantee shall promptly notify Grantor and commence and diligently continue repair efforts, without cessation until such leak is repaired and all fluids which escaped from said Pipeline and any contaminated soil are removed from Grantor's lands and the affected real property is remediated to applicable governmental standards and as close to its former condition as practicable. The spreading of contaminated soil and related land farming practices are strictly prohibited on the Property. Grantee's response and repair obligations shall not be in lieu of Grantee's obligation to compensate Grantor for any damages directly and actually resulting from any such leak or emission but are in addition thereto. The foregoing repair and remediation obligations of Grantee shall survive the termination of this Agreement.

9. The rights of the Grantee may be assigned in whole or in part upon obtaining the prior written consent of Grantor, which shall not be unreasonably withheld. Grantee shall remain liable for all matters accruing prior to the date of assignment unless such liability is assumed in writing by its assignee.

10. All persons entering upon the Easement under this grant shall confine themselves to the operations and purposes contemplated herein, and no hunting or fishing shall be permitted by Grantee, its employees, agents or contractors.

11. TO THE EXTENT AUTHORIZED BY APPLICABLE LAW, GRANTEE SHALL DEFEND, INDEMNIFY, AND HOLD GRANTOR HARMLESS FROM AND AGAINST ALL DAMAGES, LOSSES, LIENS, CAUSES OF ACTION (INCLUDING CLAIMS FOR VIOLATIONS OF ENVIRONMENTAL OR HAZARDOUS MATERIALS LAWS, REASONABLE ATTORNEY'S FEES AND COSTS OF INVESTIGATION), SUITS, FINES, JUDGMENTS, COSTS AND LIABILITIES ASSERTED AGAINST OR IMPOSED UPON GRANTOR ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY GRANTEE'S OPERATIONS HEREUNDER, INCLUDING, WITHOUT LIMITATION, THE CONSTRUCTION, OPERATION, AND MAINTENANCE OF GRANTEE'S PIPELINE, EXCEPT THAT GRANTEE SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY GRANTOR'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. GRANTEE WAIVES ITS RIGHT OF RECOURSE AS TO GRANTOR WHEN INDEMNIFICATION APPLIES, GRANTEE SHALL BE SUBROGATED TO GRANTOR WITH RESPECT TO ALL RIGHTS GRANTOR MAY HAVE AGAINST THIRD PARTIES WITH RESPECT TO MATTERS AS TO WHICH GRANTEE PROVIDES INDEMNITY AND/OR DEFENSE TO GRANTOR. GRANTEE'S OBLIGATIONS UNDER THIS PARAGRAPH SHALL SURVIVE TERMINATION OR RELEASE OF THIS AGREEMENT.

12. After original construction of the Pipeline, this Agreement and the rights granted herein shall continue until (i) Grantee has ceased to use the Easement for a period of three hundred sixty-five (365) consecutive days excepting any time that Grantee is prevented from using the Easement by an event or circumstance of force majeure if such event or circumstance is beyond the reasonable control of Grantee, and Grantee has been unable to overcome such event or circumstance by the exercise of reasonable diligence, limited to any of the following events or circumstances: war, lightning, earthquake, fire, landslide, avalanche, hurricanes, named storms, floods, wash-outs, tornadoes, other weather conditions that prevent transportation of the permitted substance(s), explosion, civil disturbance, force majeure or the public enemy, and the inability to retain or obtain replacements for any labor or materials necessary to allow the placement into service or repair of the Pipeline for which

Pipeline have entered into firm contracts which are not honored by Grantee's counterparty for reasons other than a breach by Grantee or (ii) Grantee shall have executed and filed of record a written release of this Agreement, the Easement and the Temporary Easement, whichever occurs first. For the purposes of this Agreement, "use" of the Easement means the actual transmission of permitted substances through the Pipeline. Grantee shall have one hundred eighty (180) days after expiration or termination of this Agreement to comply with all then applicable rules and regulations regarding abandonment of the Pipeline, including, without limitation, flushing, severing and capping the Pipeline.

13. It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this Agreement. It is understood and agreed that this Agreement and all rights, privileges, and obligations created herein shall run with the land and shall inure to the benefit of and be binding upon the legal representatives, heirs, executors, administrators, successors, and assigns of the parties hereto. Words of any gender used in this instrument shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

14. BY EXECUTION OF THIS AGREEMENT, GRANTEE (i) ACKNOWLEDGES THE CURRENT CONDITION OF THE PROPERTY; AND (ii) ACKNOWLEDGES THAT GRANTEE HAS CONDUCTED OR CAUSED TO BE CONDUCTED SUCH INSPECTIONS OF THE EASEMENT AS IT DEEMS APPROPRIATE AND HAS RELIED UPON ITS OWN INVESTIGATION AND ANALYSIS IN CONSUMMATING THIS AGREEMENT. GRANTEE ACCEPTS THE EASEMENT "AS IS," "WHERE IS," AND "WITH ALL FAULTS" AND IN ITS PRESENT CONDITION AND STATE OF REPAIR. GRANTOR SHALL HAVE NO DUTY TO INFORM GRANTEE OF ANY CONDITION ON GRANTOR'S LANDS, NOR SHALL GRANTOR HAVE ANY RESPONSIBILITY OR OBLIGATION TO OVERSEE GRANTEE'S OPERATIONS, EMPLOYEES, AGENTS, CONTRACTORS AND SUBCONTRACTORS THEREON. GRANTEE IS ON NOTICE THAT THERE MAY BE ELECTRICAL OR UTILITY LINES AND FACILITIES AS WELL AS OIL AND GAS PIPELINE ABOVE AND BELOW THE ground.

15. Any payment due by Grantee under this Agreement for damages shall be paid directly to Grantor.

16. During the term of this Agreement, Grantee shall provide annually to Grantor a copy of Grantee's then current general commercial liability and related coverage as applicable to agreements and/or indemnifications provided herein. Further, Grantee shall require any contractor and their officers, agents and employees who are provided access to the Easement or the Temporary Easement for the purpose of construction and/or maintenance of the Pipeline the following insurance coverages (i) comprehensive general liability insurance coverage of at least One Million and 00/100 Dollars (\$1,000,000.00), including coverage for premises operations, broad form property damage, independent contractors and personal injury coverage, (ii) coverage for construction of the Pipeline and (iii) excess umbrella liability coverage of at least One Million and 00/100 Dollars (\$1,000,000); said coverages shall name Grantor as an additional insured party to the extent of Grantee's liability under this Agreement under said policies by separate endorsement. Grantee and its contractors by and through its officers or agents shall require its insurers to waive its/their rights of subrogation to the extent such action is required to render such waiver of subrogation effective. Upon written request, Grantee shall furnish Grantor a Certificate of Insurance as written proof of such coverage.

GRANTEE:

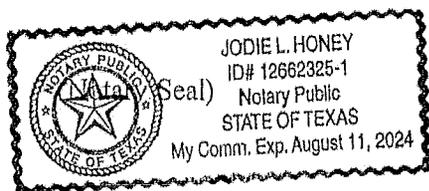
Jefferson County Water Control
& Improvement District No. 10,

By: Thomas McDonald

THE STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

The undersigned, a Notary Public, hereby represents and certifies the signature of Thomas McDonald General Manager of the Jefferson County Water Control & Improvement District No. 10, appearing above is genuine.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 21 day of November 2023..



Jodie L Honey
Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

Germer PLLC
Attn: Guy N. Goodson
P.O. Box 4915
Beaumont, Texas 77704

Exhibit "A"**Centerline Description of a 10 ft. Wide Permanent Easement**

A centerline description of a 10 ft. wide permanent easement over and across a called 2.673 acre tract of land described in an instrument to James & Cathi Pellerin, recorded in Clerk's File No. 2019001130 of the Official Public Records of Jefferson County, Texas (OPRJCT), located in the WILLIAM CARROLL SURVEY, Abstract No. 13 in Jefferson County, Texas, said centerline being more particularly described as follows:

Note: All coordinates, bearings, distances, and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with a scale factor of 0.99993010 and a convergence angle at the POT of 02°26'35".

COMMENCING at a capped iron rod ("SOUTEX") found in the northeast line of the Kansas City Southerly Railway Co. 100 ft. wide right-of-way, for the most-southerly corner of a tract of land described in an instrument to Shirley & Harold McGuire, recorded in Clerk's File 2009048862 (OPRJCT), and the most-westerly corner of said 2.673 acre tract, from which a 2" pipe was found for the most-northerly corner of said 2.673 acre tract at North 37°30'33" East, 526.48 feet, said commencing point having a coordinate value of N: 13,943,943.33, E: 3,545,927.29;

THENCE South 47°45'52" East, along the northeast line of said railroad right-of-way and the southwest line of said 2.673 acre tract, a distance of 6.74 feet to the **POINT OF BEGINNING** of the herein described centerline, from which a 5/8" rod was found for the most-southerly corner of said 2.673 acre tract at South 47°45'52" East, 219.08 feet, said beginning point having a coordinate value of N: 13,943,938.80, E: 3,545,932.28;

THENCE the following four courses and distances across said 2.673 acre tract:

North 37°41'55" East, a distance of 51.93 feet to an angle point;

South 48°52'43" East, a distance of 211.47 feet to an angle point;

North 37°33'23" East, a distance of 435.19 feet to an angle point;

North 37°22'20" East, a distance of 19.89 feet to the **POINT OF TERMINATION** of the herein described centerline, in the southwest line of a 611.18 acre tract described in an instrument to Energy Transfer Nederland Terminal, LLC, recorded in Clerk's File No. 2023012529 (OPRJCT), and the northeast line of said 2.673 acre tract, from which a capped iron rod was found for the most-easterly corner of said 2.673 acre tract at South 43°48'15" East, 6.10 feet, said termination point having a coordinate value of N: 13,944,201.62, E: 3,546,400.68. The total length of the herein described centerline being 718.48 feet, said easement containing 0.165 of an acre, being 5 feet on each side of said centerline, the sidelines thereof being extended or shortened to intersect at angle points and grantor's property lines.

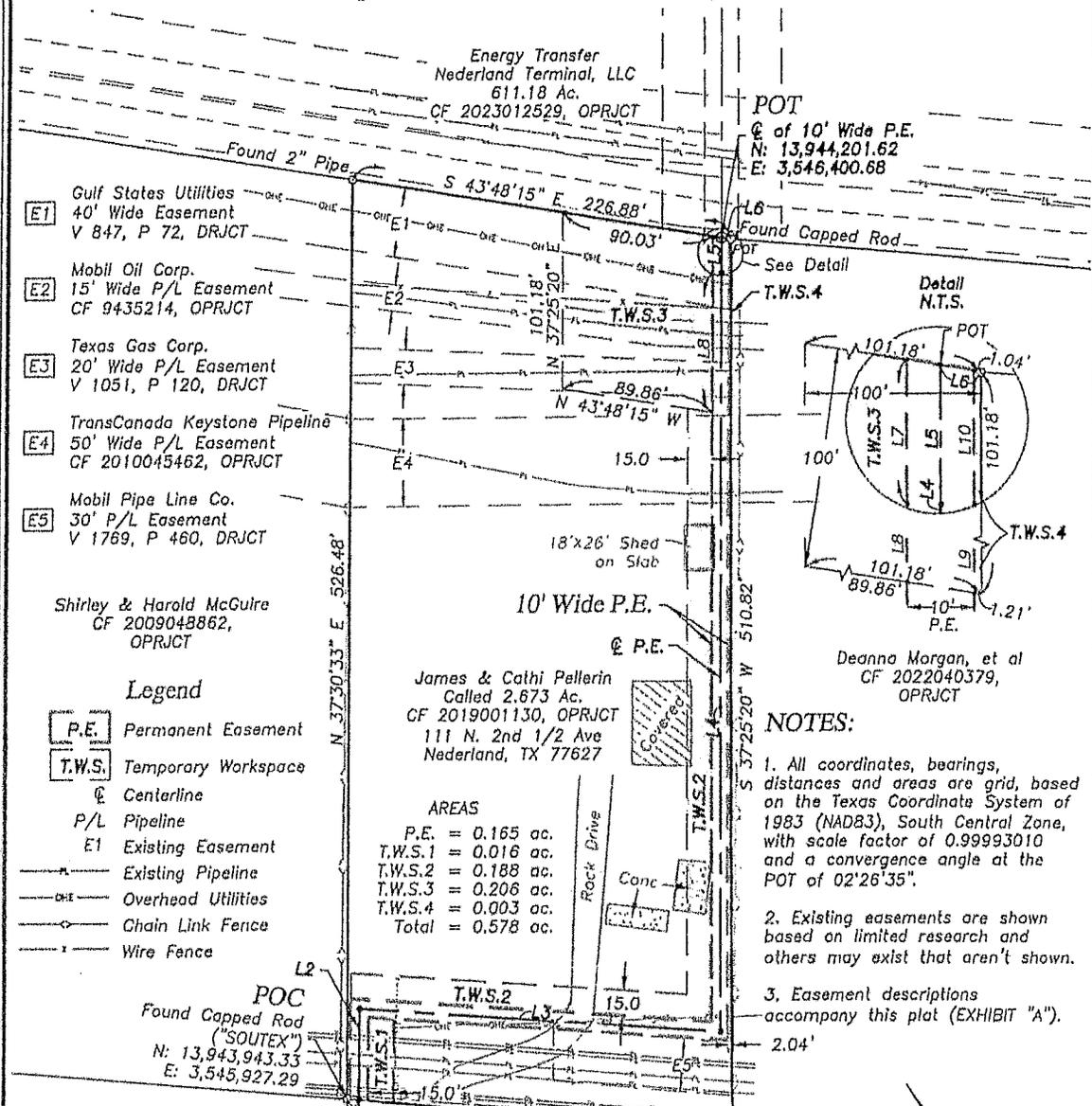
Temporary Workspaces (T.W.S.)

Being four (4) temporary workspaces as shown on the accompanying plat, containing a total of 0.413 acre.

This description and the accompanying plat (Exhibit "B") are based on an actual survey on the ground performed by Access Surveyors, LLC, and prepared on July 18, 2023.

Scott N. Brackin, RPLS 6650
Access Surveyors, LLC
11025 Old Voth Road
Beaumont, TX 77713
Firm No. 10136400

EXHIBIT "B"
JEFFERSON COUNTY, TEXAS
WILLIAM CARROLL SURVEY, ABSTRACT NO. 13
Plat of Proposed Easement to Jefferson County W.C.I.D.#10



- E1** Gulf States Utilities
40' Wide Easement
V 847, P 72, DRJCT
- E2** Mobil Oil Corp.
15' Wide P/L Easement
CF 9435214, OPRJCT
- E3** Texas Gas Corp.
20' Wide P/L Easement
V 1051, P 120, DRJCT
- E4** TransCanada Keystone Pipeline
50' Wide P/L Easement
CF 2010045462, OPRJCT
- E5** Mobil Pipe Line Co.
30' P/L Easement
V 1769, P 460, DRJCT

- Legend**
- P.E.** Permanent Easement
 - T.W.S.** Temporary Workspace
 - ☉** Centerline
 - P/L** Pipeline
 - E1** Existing Easement
 - Existing Pipeline
 - DHE—** Overhead Utilities
 - x—** Chain Link Fence
 - x—** Wire Fence

AREAS

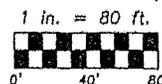
P.E.	= 0.165 ac.
T.W.S.1	= 0.016 ac.
T.W.S.2	= 0.188 ac.
T.W.S.3	= 0.206 ac.
T.W.S.4	= 0.003 ac.
Total	= 0.578 ac.

- NOTES:**
- All coordinates, bearings, distances and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with scale factor of 0.99993010 and a convergence angle at the POT of 02°26'35".
 - Existing easements are shown based on limited research and others may exist that aren't shown.
 - Easement descriptions accompany this plat (EXHIBIT "A").

Line Table

L1	S 47°45'52" E 6.74'
L2	N 37°41'55" E 51.93'
L3	S 48°52'43" E 211.47'
L4	N 37°33'23" E 435.19'
L5	N 37°22'20" E 19.89'
L6	S 43°48'15" E 6.10'
L7	S 37°22'20" W 20.66'
L8	S 37°33'23" W 80.50'
L9	N 37°33'23" E 82.03'
L10	N 37°22'20" E 19.12'

**Kansas City Southern
 Railway Company**
 (100' Wide R.O.W.)



I, Scott N. Brackin, Texas Registered Professional Land Surveyor No. 6650, do hereby certify that I have made a survey on the ground of the property shown hereon, and that the survey is true and correct to the best of my knowledge and belief. Survey Dated: July 18, 2023.

Access
Surveyors, LLC
 Commercial - Industrial - Residential
 11025 Old Voith Road - Beaumont, Texas 77713
 Telephone (409) 838-6322 Facsimile 838-6122
 www.access-surveyors.com § rpls5163@aol.com
 File: 2023574_Pellerin Firm No. 10136400 Technician: SNB



FOR REVIEW ONLY
 Scott N. Brackin
 Registered Professional Land Surveyor No. 6650

EXHIBIT "C" LEGAL DESCRIPTION

File No.: 331093

BEING 2.673 acres of land, part of Lot 7 and all of Lot 8, Block 2, Charles T. Query Subdivision, recorded in Volume 6, Page 63, Map Records, Jefferson County, Texas; being the same tract of land described in a deed to John S. Bielecki, recorded in Film Code 104-87-0505, Save and Except a 25' strip of land described in a deed to Jefferson County, recorded in Volume 1100, Page 86, Deed Records, Jefferson County, Texas; said 2.673 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings, coordinates, distances and acreage are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America.

BEGINNING at a ½" steel pipe found for the Northwest corner of a tract of land described in a deed to Chester D. Bethel and Betty Bethel, recorded in Film Code 101-80-2442, Official Public Records, Jefferson County, Texas; said ½" steel pipe being the Southwest corner of said Lot 8, Block 2, on the Easterly line of a 100' wide Kansas City Southern Railroad Right of Way and being the Southwest corner of the herein described tract; having a Texas Coordinate of N: 13943791.83, E: 3546094.64;

THENCE, North 47 deg., 51 min., 18 sec., West (Called North 43 deg., 13 min., 00 sec., West), on the West line of said Lot 8 and a portion of the West line of said Lot 7, same being the Easterly line of said Kansas City Southern Railroad Right of Way, a distance of 225.72' to a ½" steel rod, capped and marked "SOUTEX", set for the Southwest corner of a tract of land described in a deed to Shirley Van Oostrom and Harold G. MacGuire, recorded in File No. 2009048862, Official Public Records, Jefferson County, Texas; said ½" steel rod being the Northwest corner of the herein described tract; from which a ½" steel pipe found on the Easterly line of said Kansas City Southern Railroad Right of Way bears North 47 deg., 51 min., 18 sec., West (Called North 43 deg., 13 min., 00 sec., West), a distance of 286.44';

THENCE, North 37 deg., 30 min., 51 sec., East (Called North 42 deg., 00 min., 00 sec., East), on the South line of said Oostrom and MacGuire tract, crossing said Lot 7, a distance of 526.52' to a 3" steel pipe found for the Southeast corner of said Oostrom and MacGuire tract on the West line of a tract of land described in a deed to City of Nederland, recorded in Film Code 101-27-1067, Official Public Records, Jefferson County, Texas; said 3" steel pipe being the Northeast corner of the herein described tract;

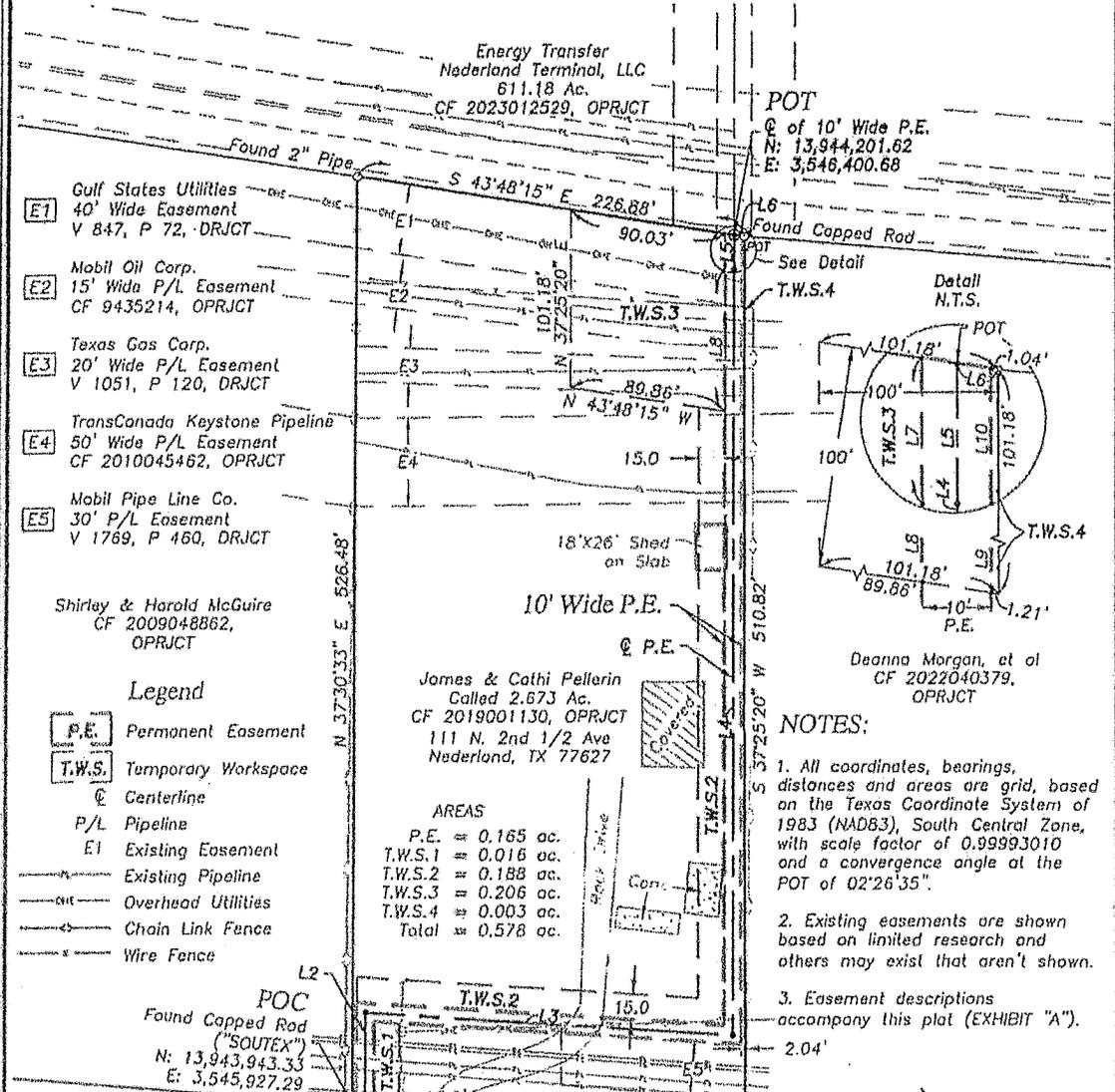
THENCE, South 43 deg., 48 min., 13 sec., East (Called South 39 deg., 06 min., 00 sec., East), on the East line of said Charles T. Crary Subdivision, same being the West line of the City of Nederland tract, a distance of 226.89' to a ½" steel rod, capped and marked "SOUTEX", set for the Northeast corner of said Bethel tract, same being the Southeast corner of the herein described tract; from which a ½" steel rod found bears South 47 deg., 49 min., 37 sec., East, a distance of 257.64';

THENCE, South 37 deg., 26 min., 10 sec., West (Called South 42 deg., 00 min., 00 sec., West), on the North line of said Bethel tract, same being the South line of said Lot 8, a distance of 510.50' to the POINT OF BEGINNING and containing 2.673 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description(s) of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes.

File No.: 331093

EXHIBIT "D"
JEFFERSON COUNTY, TEXAS
WILLIAM CARROLL SURVEY, ABSTRACT NO. 13
Plat of Proposed Easement to Jefferson County W.C.I.D.#10



- [E1] Gulf States Utilities
40' Wide Easement
V 847, P 72, DRJCT
- [E2] Mobil Oil Corp.
15' Wide P/L Easement
CF 9435214, OPRJCT
- [E3] Texas Gas Corp.
20' Wide P/L Easement
V 1051, P 120, DRJCT
- [E4] TransCanada Keystone Pipeline
50' Wide P/L Easement
CF 2010045462, OPRJCT
- [E5] Mobil Pipe Line Co.
30' P/L Easement
V 1769, P 460, DRJCT

Shirley & Harold McGuire
CF 2009048862,
OPRJCT

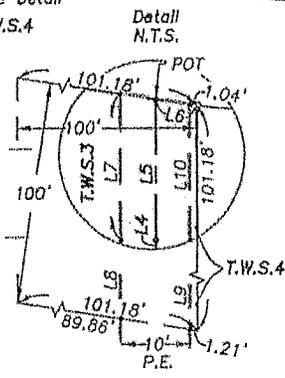
- Legend**
- [P.E.] Permanent Easement
 - [T.W.S.] Temporary Workspace
 - ⊙ Centerline
 - P/L Pipeline
 - E1 Existing Easement
 - Existing Pipeline
 - Overhead Utilities
 - Chain Link Fence
 - Wire Fence

James & Cathi Pellerin
Called 2.673 Ac.
CF 2019001130, OPRJCT
111 N. 2nd 1/2 Ave
Nederland, TX 77627

AREAS

P.E.	= 0.165 ac.
T.W.S.1	= 0.016 ac.
T.W.S.2	= 0.188 ac.
T.W.S.3	= 0.206 ac.
T.W.S.4	= 0.003 ac.
Total	= 0.578 ac.

POT
 Ⓞ of 10' Wide P.E.
 N: 13,944,201.62
 E: 3,546,400.68



Deanna Morgan, et al
CF 2022040379,
OPRJCT

- NOTES:**
1. All coordinates, bearings, distances and areas are grid, based on the Texas Coordinate System of 1983 (NAD83), South Central Zone, with scale factor of 0.99993010 and a convergence angle at the POT of 02°26'35".
 2. Existing easements are shown based on limited research and others may exist that aren't shown.
 3. Easement descriptions accompany this plat (EXHIBIT "A").

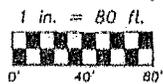
Line Table

- L1 S 47°45'52" E 6.74'
- L2 N 37°41'55" E 51.93'
- L3 S 48°52'43" E 211.47'
- L4 N 37°33'23" E 435.19'
- L5 N 37°22'20" E 19.89'
- L6 S 43°48'15" E 6.10'
- L7 S 37°22'20" W 20.66'
- L8 S 37°33'23" W 80.50'
- L9 N 37°33'23" E 82.03'
- L10 N 37°22'20" E 19.12'

POB
 Ⓞ of 10' Wide P.E.
 N: 13,943,938.80
 E: 3,545,932.28

**Kansas City Southern
 Railway Company**
 (100' Wide R.O.W.)

2nd 1/2 Ave.
 V 1077, P 158, DRJCT
 208' to Hwy. 347



I, Scott N. Brackin, Texas Registered Professional Land Surveyor No. 6650, do hereby certify that I have made a survey on the ground of the property shown hereon, and that the survey is true and correct to the best of my knowledge and belief. Survey Dated: July 18, 2023.

Access
Surveyors, LLC
 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: 2023574_Pellerin Firm No. 10136400 Technician: SHB



FOR REVIEW ONLY
 Scott N. Brackin
 Registered Professional Land Surveyor No. 6650

510795
CHECK NO. HERE

THE ATTACHED CHECK OF THE COUNTY OF JEFFERSON, TEXAS IS IN FULL PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF THIS CHECK IS NOT CORRECT OR NOT ACCEPTABLE, RETURN INTACT AT ONCE WITH A WRITTEN NOTICE OF ANY EXCEPTIONS.

INVOICE DATE	INVOICE NUMBER	P.O. NUMBER	AMOUNT OF INVOICE	ACCOUNT NUMBER	ITEM DESCRIPTION
10/08/2023	00723A	660302	158,547.6	240-5003-421.60-30	ATTASTV...
					DETACH BEFORE DEPOSITING
DATE 10/10/2023	VENDOR NUMBER 201939	CHECK NUMBER 510795	TOTAL CHECK AMOUNT *****547.67		



STELLAR BANK

BY THE ORDER OF THE COMMISSIONERS' COURT OF JEFFERSON COUNTY
THE STATE OF TEXAS
35-2572
1130
510795
THE TREASURER OF THE COUNTY OF JEFFERSON
BEAUMONT, TEXAS

FUND, BEING THE AMOUNT ALLOWED BY THE COMMISSIONERS' COURT OF SAID COUNTY WITNESS MY HAND AND OFFICIAL SEAL THE DATE FIRST ABOVE WRITTEN
DATE 10/10/2023 VENDOR NO. 201939 AMOUNT *****158,547.67
** VOID AFTER 90 DAYS

PAY *****158547 AND 67/100 DOLLARS

TO JEFFERSON CITY, WATER DISTRICT #10
THE 5711 CENTRAL BLVD
ORDER NEDRHOARD TX 77527
OF

COUNTY AUDITOR

BY _____ REGISTERED ASSISTANT
BY _____ COUNTY CLERK
NOT NEGOTIABLE



⑈510795⑈ ⑆163025723⑆ ⑈1004216113⑈

**PURCHASE ORDER
JEFFERSON COUNTY**

P.O.: 090304
DATE: 10/03/23
PAGE: 1

SEND INVOICE TO:

JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET, 7TH FLOOR
BEAUMONT, TEXAS 77701

VENDOR ADDRESS:

JEFFERSON CTY. WATER DISTRICT
3707 CENTRAL BLVD
NEDERLAND, TX 77627

SHIP FOB DESTINATION TO:

JEFFERSON COUNTY, TEXAS
AUDITORS OFFICE
1149 PEARL ST., 7TH FLOOR
BEAUMONT, TX 77701

VENDOR NO:

201339

ACCOUNT NO:

CONTRACT NUMBER:

REQUISITION NO:

93527

BUYER:

DEB CLARK

REQUISITIONED BY:

FRAN LEE

ITEM NO.	QUANTITY	UOM	DESCRIPTION	UNIT COST	EXTENDED COST
----------	----------	-----	-------------	-----------	---------------

ARPA AGREEMENTS

EFFECTIVE DATE: 10/03/23
EXPIRATION DATE: 12/31/26
NOT TO EXCEED: 6000000.00

REMARKS:

SUBRECIPIENT AGREEMENT FOR ARPA FUNDS PRIORITY 1
PROJECT APPROVED BY CC 5/16/2023
BLANKET EXPIRATION 12/31/2026
ACCOUNT NUMBER: 84050534816040
ADVANCE PAYMENT APPROVED 10/03/2023

FAXED: DATE _____ BY _____

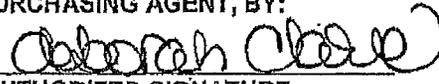
Instructions to the Vendor:

1. PO# must appear on all invoices, packing slips and correspondence.
2. Send original and one copy of invoice to address above.

STATE TAX EXEMPT NUMBER: A246707
FEDERAL TAX EXEMPT NUMBER: 74-6000-291

This Purchase Order is issued subject to the Terms and Conditions as set on the original Order copy.

DEBORAH L. CLARK
PURCHASING AGENT, BY:


AUTHORIZED SIGNATURE

201339

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner
Jefferson County Water Control
Improvement District 10

Primary Project Contact/Requester & Title
Thomas McDonald, General Manager

Project Name / Description
Wastewater Treatment Plant
Improvements

Mailing Address
3707 Central Blvd.
Nederland, TX 77627

Request Breakdown 10/3/23

Year: Advance Drawdown Request Amount:

Quarter: 03/23A Validated Total:

Total Award: Validated Balance this request:

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Pellerin Land Easement	\$ 55,253.09	
2 Energy Transfer Easement	\$ 113,294.58	
3		
4		
5		
6		
7		
8		

Previous Request Balance:

Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses

Total Request Amount: Validated Total:

Certification
I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Thomas McDonald / General Manager 9/27/23
Requester Signature & Title Date

840-5053-481-6040 Jmz
10/3/23

Jefferson County
 American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner

Jefferson County Water Control
 Improvement District 10

Project Name / Description

WWTP Sludge Removal

Primary Project Contact/Requester & Title

Thomas McDonald, General Manager
 Candace Plessala, Office Manager

Mailing Address

3707 Central Blvd.
 Nederland, TX 77627

Request Breakdown

Year:	<input type="text" value="2024"/>	Advance Drawdown Request Amount:	<input type="text" value="\$ 17,975.00"/>
Quarter:	<input type="text" value="1st"/>	Validated Total:	<input type="text" value="\$ 0.00"/>
Total Award:	<input type="text" value="\$ 600,000.00"/>	Validated Balance this request:	<input type="text" value="\$ 17,975.00"/>

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1. Surveying & design engineering fees January- March 2024	\$ 17,975.00	
2		
3		
4		
5		
6		
7		
8		

Previous Request Balance:	<input type="text" value="\$ 0.00"/>	Validated Total
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		
Total Request Amount:	<input type="text" value="\$ 17,975.00"/>	<input type="text" value="\$ 0.00"/>

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Candace Plessala Office Manager
 Requester Signature & Title

2-5-24
 Date

From: [Jeff Leavins](#)
To: [Jolynne Tullis](#)
Cc: cplessala@icwcid10.com; tmcdonald@icwcid10.com
Subject: "EXTERNAL"Jefferson County WCID10 - Engineering Memo Q1 2024
Date: Monday, February 5, 2024 6:23:46 PM
Attachments: [image003.png](#)
[image004.png](#)

Ms. Tullis,

For Jefferson County WCID10 2nd Priority WWTP Sludge Removal project, the total data collection and engineering design is as follows:

Data Collection:	\$ 5,000
<u>Engineering Design:</u>	<u>\$15,000</u>
	\$20,000

Previous Reimburse: \$ 2,025

TOTAL ADVANCE FOR Q1 2024: \$17,975

Please let me know if you need additional information. The remaining engineering budget phases (bidding, construction admin, and construction inspection will be a future advancement).

Thanks,

Jeff D. Leavins, P.E.
President

Leavins Engineering & Design, LLC
3250 Eastex Freeway
Beaumont, Texas 77703

Texas Registered Engineering Firm No. F-22257

www.leadllc.com

O: 409.245.5130

D: 409.245.5149

C: 409.673.6134

E: jleavins@leadllc.com



2/3/2024

Terri Spencer, Grant Manager
 Community Development & Revitalization Texas General Land Office
 1700 N. Congress
 Austin, TX 78701

RE: Hurricane Harvey Grant # 20-065-121-C408

Ms. Spencer:

Jefferson County would like to request that funds in the amount of \$258,171.75 be moved from the Ditch No. 110-B Drainage Improvement Project Construction Budget to the Crane Bayou Environmental Budget to cover the cost of the development of a Letter of Re-evaluation in the amount of \$4,250 and funds in the amount of \$253,921.75 be moved to the Taylor's Bayou Project to cover the cost of excavation services to be carried out by Drainage District 6.

Current Table 1:

BUDGET TABLE																							
Project Title	Total Benes	LMI Benes	LMI %	CDBG-DR Construction	CDBG-DR Engineering	CDBG-DR Acquisition	CDBG-DR Environmental	CDBG-DR Admin	Total CDBG-DR Request	Other Funds	Activity Total		+										
# 1 Taylor's Bayou Drainage Improvements	181	102	56.35%	\$2,906,800.00	\$355,511.88	\$0.00	\$14,500.00	\$174,738.00	\$3,451,550.30	\$0.00	\$3,451,550.30		x										
# 2 Ditch No. 110-B Drainage Improvements	3,153	1,986	62.99%	\$776,000.00	\$116,400.00	\$0.00	\$9,000.00	\$46,560.00	\$947,960.00	\$0.00	\$947,960.00		x										
# 3 Ditch No. 107	3,153	1,763	55.92%	\$0.00	\$69,599.50	\$0.00	\$9,000.00	\$9,999.73	\$88,599.23	\$0.00	\$88,599.23		x										
# 4 Mayhaw Bayou Drainage Study	2,209	707	32.01%	\$0.00	\$214,700.00	\$0.00	\$0.00	\$12,882.00	\$227,582.00	\$0.00	\$227,582.00		x										
# 5 Crane Bayou Pump Station Generators	3,790	2,066	54.51%	\$1,000,000.00	\$150,000.00	\$0.00	\$9,000.00	\$60,000.00	\$1,219,000.00	\$0.00	\$1,219,000.00		x										
#	0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		x										
SUMMARY TOTALS:											12,486	6,624	53.05%	\$4,682,800.40	\$906,211.38	\$0.00	\$41,500.00	\$304,179.73	\$5,934,691.60	\$0.00	\$5,934,691.60		

Revised Table 1:

BUDGET TABLE:																							
Project Title	Total Benes	LMI Benes	LMI %	CDBG-DR Construction	CDBG-DR Engineering	CDBG-DR Acquisition	CDBG-DR Environmental	CDBG-DR Admin	Total CDBG-DR Request	Other Funds	Activity Total		+										
# 1 Taylor's Bayou Drainage Improvements	181	102	56.35%	\$3,160,722.00	\$355,511.88	\$0.00	\$14,500.00	\$174,738.00	\$3,705,472.10	\$0.00	\$3,705,472.10		x										
# 2 Ditch No. 110-B Drainage Improvements	3,153	1,986	62.99%	\$517,828.25	\$116,400.00	\$0.00	\$9,000.00	\$46,560.00	\$689,788.25	\$0.00	\$689,788.25		x										
# 3 Ditch No. 107	3,153	1,763	55.92%	\$0.00	\$69,599.50	\$0.00	\$9,000.00	\$9,999.73	\$88,599.23	\$0.00	\$88,599.23		x										
# 4 Mayhaw Bayou Drainage Study	2,209	707	32.01%	\$0.00	\$214,700.00	\$0.00	\$0.00	\$12,882.00	\$227,582.00	\$0.00	\$227,582.00		x										
# 5 Crane Bayou Pump Station Generators	3,790	2,066	54.51%	\$1,000,000.00	\$150,000.00	\$0.00	\$13,250.00	\$60,000.00	\$1,223,250.00	\$0.00	\$1,223,250.00		x										
#	0	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		x										
SUMMARY TOTALS:											12,486	6,624	53.05%	\$4,678,550.40	\$906,211.38	\$0.00	\$45,750.00	\$304,179.73	\$5,934,691.60	\$0.00	\$5,934,691.60		

This budget adjustment was approved by the County Commissioners Court on February 13, 2024 (see attached minutes).

If you have any questions, please contact the County's Grant Administrator, Vivian Ballou at 409-719-7657.

Thank you again for your assistance.

Sincerely,

Jeff R. Branick, County Judge

February 3, 2024

Terri Spencer, Grant Manager
Community Development & Revitalization Texas General Land Office
1700 N. Congress
Austin, TX 78701

RE: Hurricane Harvey Grant # 20-065-121-C408 and 20-066-036-C242

Ms. Spencer:

Jefferson County would like to request an extension of its Hurricane Harvey Buyout/Acquisition grant. The infrastructure grant would be extended to December 31, 2024.

The Buyout Program currently has eight (8) potential participants. Three (3) cases are currently underway, in negotiations. The remaining five (5) cases are pending GLO review. If GLO approvals are received by March 2024, the County feels confident that all eight cases can be closed by the requested deadline.

Currently, no budget changes are requested. The requested extension of time will ensure the completion of the grant and no de-obligation of funding.

Thank you again for your assistance.

Sincerely,

Jeff R. Branick, County Judge

Project Schedule

Applicant: Jefferson County 20-066-036-C242 Date Submitted: 2/9/2024

Project Name: Buyout/Acquisition Program

	2020			2021			2022			2023			2024		
	J	M	A	J	M	A	J	M	A	J	M	A	J	M	A
Professional Services Procurement															
Housing Guideline Development															
Site Specific Environmental Review															
Big Advertisement Award															
Buyout Activities															
Mitigation Activities															
General Administration															
Audit and Closeout															

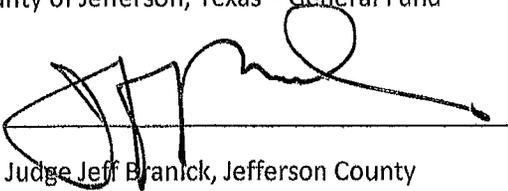
INTERFUND LOAN AGREEMENT

This Interfund Loan Agreement ("Agreement") is executed as of 12/12/2023, between the County of Jefferson - General Fund ("Lender") and the Jack Brooks Regional Airport – Airport Fund ("Borrower"). Lender agrees to lend to Borrower, and Borrower agrees to repay to Lender an amount not to exceed the Principal Amount and interest accrued on the unpaid loan balance, in accordance with the following:

- 1. Purpose of the Loan:** To provide funds for use by Borrower to fund various Airport Improvement Projects, including but not limited to payroll expenses, capital improvement projects, equipment acquisition, and facilities and equipment repairs. The loan shall account for borrowing between the Airport Fund, Funds 510-513 and the General Fund, Fund 120, and shall not be available for appropriation by the Lender or be considered revenue to the Lender or Borrower.
- 2. Principal Loan Amount:** Not to exceed Eight Million Eight-Hundred Seventy-Two Thousand Three Hundred Fifty-Three and 73/100 Dollars (\$8,872,353.73). The loan will be recorded as receivable by the Lender and payable by the Borrower.
- 3. Term of the Loan:** The term of this loan shall begin on the date of execution and the outstanding loan balance is to be repaid within eight months of the execution date.
- 4. Scheduled Payments:** Borrower shall make payments monthly with the final principal due at the end of the term. Such payments are due within ten (10) days following the closing of the Borrower's Financial Books for each month. At a minimum, monthly Scheduled Payments shall equal the amount of any accrued interest. The first interest payment should be due after the second month end following execution of the loan. There shall be no pre-payment penalty.
- 5. Repayment Source:** Borrower must maintain positive cash balance of at least 10% of its operating expense budget to be able to repay the loan; excess cash balance (over the 10%) should be used to make scheduled payments and catch-up payments. Missed scheduled payments shall be reported by the Auditor's Office to the Commissioners Court.
- 6. Rate of Interest:** Interest shall accrue monthly as of the last day of each month on the outstanding loan balance at the current 13-week discount rate less 25 bps as of November 29, 2023, currently 5.08%. Loan interest will be recorded as revenue to the Lender and an expense to the Borrower.
- 7. General Provisions:** This Agreement constitutes the full Agreement by and between the parties and no other representations have been made regarding the contents of this Agreement. This Agreement shall not be amended, modified, or altered in any respect unless such amendment, modification or alteration has been reduced to writing and executed by both parties.

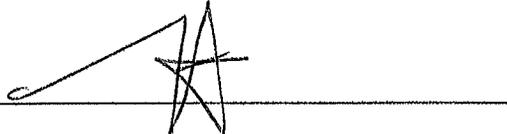
[signature block on next page]

LENDER: County of Jefferson, Texas – General Fund

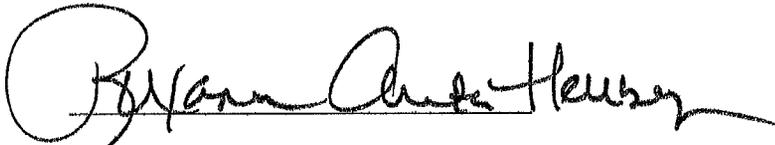
By: 
Judge Jeff Branick, Jefferson County



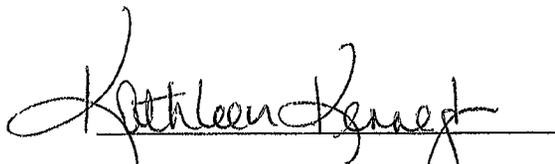
BORROWER: Jack Brooks Regional Airport – Airport Fund

By: 
Alex Rupp, Airport Manager

ATTEST:


Roxanne Acosta-Hellberg, County Clerk

APPROVED AS TO FORM & LEGALITY:


Kathleen Kennedy, County Attorney

[Repayment Schedule on next page]

EXHIBIT 1

PAYMENT SCHEDULE

Loan Amount	\$8,872,353.73
Interest Rate	0.00%
Month	Monthly Payment
1	\$0.00
2	\$75,119.26
3	\$37,559.63
4	\$37,559.63
5	\$37,559.63
6	\$37,559.63
7	\$37,559.63
8	\$8,909,913.36

NAME	AMOUNT	CHECK NO.	TOTAL
JURY FUND			
CHAPMAN VENDING	95.50	514589	95.50**
ROAD & BRIDGE PCT.#1			
COBURN SUPPLY COMPANY INC	126.06	514405	
ACE IMAGEWEAR	78.51	514444	
FUNCTION 4 LLC	31.00	514554	235.57**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	5,004.63	514393	
ENTERGY	230.31	514416	
MID-COUNTY ALTERNATOR	160.00	514429	
PHILPOTT MOTORS, INC.	463.85	514432	
SETZER HARDWARE, INC.	104.56	514443	
ACE IMAGEWEAR	19.92	514444	
BUMPER TO BUMPER	38.31	514503	
FUNCTION 4 LLC	31.00	514554	
CY-FAIR TIRE	877.19	514570	
GULF COAST	1,976.40	514573	8,906.17**
ROAD & BRIDGE PCT. # 3			
ENTERGY	525.20	514416	
PHILPOTT MOTORS, INC.	766.00	514432	
W. JEFFERSON COUNTY M.W.D.	40.61	514456	
SOUTHERN TIRE MART, LLC	422.00	514459	
UNDERGROUND INC.	2,908.68	514501	
WINDSTREAM	48.97	514506	
MARTIN MARIETTA MATERIALS	4,011.66	514543	
FUNCTION 4 LLC	62.00	514554	
COTTON CARGO	879.05	514571	9,664.17**
ROAD & BRIDGE PCT.#4			
ENTERGY	1,398.60	514416	
M&D SUPPLY	67.98	514427	
ROLLINS TRUCK & TRAILER REPAIR	1,756.39	514458	
UNITED STATES POSTAL SERVICE	13.81	514484	
FUNCTION 4 LLC	52.00	514554	
ODP BUSINESS SOLUTIONS, LLC	200.32	514603	
MUNRO'S UNIFORM SERVICES, LLC	64.75	514605	
DOGGETT FORD OF BEAUMONT	544.92	514619	4,098.77**
ENGINEERING FUND			
VERIZON WIRELESS	125.66	514476	
VERIZON WIRELESS	121.44	514477	
UNITED STATES POSTAL SERVICE	.64	514484	
FUNCTION 4 LLC	62.00	514554	
ODP BUSINESS SOLUTIONS, LLC	519.03	514603	828.77**
PARKS & RECREATION			
ENTERGY	383.18	514416	
W. JEFFERSON COUNTY M.W.D.	59.86	514456	
MARTIN MARIETTA MATERIALS	8,616.88	514543	9,059.92**
GENERAL FUND			
TAX OFFICE			
PITNEY BOWES INC	1,625.36	514434	
ACE IMAGEWEAR	42.84	514444	
SOUTHEAST TEXAS WATER	400.50	514446	
AT&T	172.38	514449	
CDW COMPUTER CENTERS, INC.	559.86	514461	
UNITED STATES POSTAL SERVICE	387.54	514484	
UNITED STATES POSTAL SERVICE	22.32	514485	
ATTABOY TERMITE & PEST CONTROL	48.45	514520	
DESIGN CHUTE LLC	1,038.13	514548	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	155.00	514554	
ODP BUSINESS SOLUTIONS, LLC	543.55	514603	4,995.93*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	850.00	514430	
PINNACLE MEDICAL MANAGEMENT CORP	100.00	514433	
PRE CHECK, INC.	259.74	514466	
UNITED STATES POSTAL SERVICE	1.92	514484	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	308.00	514545	
FUNCTION 4 LLC	31.00	514554	1,550.66*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	514447	
UNITED STATES POSTAL SERVICE	7.39	514484	
FUNCTION 4 LLC	31.00	514554	
KATRENA THERIOT	61.57	514568	139.91*
COUNTY CLERK			
TEXAS COLLEGE OF PROBATE JUDGE	425.00	514453	
UNITED STATES POSTAL SERVICE	449.98	514484	
UNITED STATES POSTAL SERVICE	42.09	514485	
SIERRA SPRING WATER CO. - BT	46.98	514487	
FUNCTION 4 LLC	93.00	514554	
FUNCTION4	695.72	514598	
ODP BUSINESS SOLUTIONS, LLC	210.54	514603	1,963.31*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	620.00	514406	
UNITED STATES POSTAL SERVICE	6.40	514484	
ROCKY LAWDERMILK	1,800.00	514496	
LANGSTON ADAMS	500.00	514497	
FUNCTION 4 LLC	31.00	514554	
ODP BUSINESS SOLUTIONS, LLC	140.45	514603	3,097.85*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	3.84	514484	
KRISTEN HANCOCK	50.00	514494	
FUNCTION 4 LLC	31.00	514554	84.84*
COUNTY TREASURER			
TAC - TEXAS ASSN. OF COUNTIES	200.00	514452	
UNITED STATES POSTAL SERVICE	205.17	514484	
FUNCTION 4 LLC	62.00	514554	467.17*
PRINTING DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	38.50	514425	
FUNCTION 4 LLC	350.00	514554	388.50*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	77.37	514484	
FUNCTION 4 LLC	31.00	514554	108.37*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	514388	
TAC - TEXAS ASSN. OF COUNTIES	2,440.00	514451	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	514454	
VERIZON WIRELESS	303.92	514475	
BOSWORTH PAPERS	1,540.00	514586	7,508.92*
DATA PROCESSING			
FUNCTION 4 LLC	31.00	514554	
AMAZON CAPITAL SERVICES	98.25	514611	129.25*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO.	TOTAL
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	308.20 31.00	514484 514554	339.20*
ELECTIONS DEPARTMENT			
SIERRA SPRING WATER CO. - BT CONTROL GROUP COMPANIES LLC FUNCTION 4 LLC	35.47 163.68 31.00	514487 514531 514554	
AMG PRINTING & MAILING LLC ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES	2,531.58 185.90 699.30	514556 514603 514611	3,646.93*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY CDW COMPUTER CENTERS, INC. JAMES ARCENEUX	18,420.00 617.36 32.16	514422 514461 514480	
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	98.22 155.00	514484 514554	19,322.74*
DISTRICT CLERK			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	398.47 31.00	514484 514554	429.47*
CRIMINAL DISTRICT COURT			
TODD W LEBLANC DOUGLAS M. BARLOW, ATTORNEY AT LAW THOMAS J. BURBANK PC NATHAN REYNOLDS, JR. LAURIE PEROZZO JASON ROBERT NICKS FUNCTION 4 LLC	1,300.00 3,393.75 4,243.75 3,481.25 4,900.00 800.00 62.00	514389 514398 514400 514438 514521 514522 514554	18,180.75*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE FUNCTION 4 LLC	1.28 31.00	514484 514554	32.28*
60TH DISTRICT COURT			
SIERRA SPRING WATER CO. - BT FUNCTION 4 LLC	5.99 31.00	514489 514554	36.99*
136TH DISTRICT COURT			
TERI DAIGLE, CSR, RPR FUNCTION 4 LLC	199.00 31.00	514464 514554	230.00*
172ND DISTRICT COURT			
FUNCTION 4 LLC AMAZON CAPITAL SERVICES	31.00 729.60	514554 514611	760.60*
252ND DISTRICT COURT			
UNITED STATES POSTAL SERVICE SUMMER TANNER LAURIE PEROZZO FUNCTION 4 LLC ODP BUSINESS SOLUTIONS, LLC JERALD K GRABER	26.79 247.50 800.00 62.00 308.99 8,175.00	514484 514507 514521 514554 514603 514621	9,620.28*
279TH DISTRICT COURT			
MARVA PROVO JOEL WEBB VAZQUEZ TONYA CONNELL TOUPS REAUD MORGAN & QUINN LLP LINDSEY SCOTT FUNCTION 4 LLC JULLIANA REYES	1,050.00 275.00 220.00 330.00 110.00 31.00 143.00	514437 514502 514513 514516 514541 514554 514563	

NAME	AMOUNT	CHECK NO.	TOTAL
ALICIA K HALL PLLC	3,025.00	514580	
SHELANDER LAW OFFICE	990.00	514590	
317TH DISTRICT COURT			6,174.00*
CHARLES ROJAS	1,185.00	514463	
BRITTANIE HOLMES	330.00	514529	
WILLIAM FORD DISHMAN	220.00	514533	
FUNCTION 4 LLC	31.00	514554	
ALICIA K HALL PLLC	605.00	514580	
SHELANDER LAW OFFICE	220.00	514590	
AMAZON CAPITAL SERVICES	595.88	514611	
JUSTICE COURT-PCT 1 PL 1			3,186.88*
UNITED STATES POSTAL SERVICE	44.11	514484	
FUNCTION 4 LLC	31.00	514554	
JUSTICE COURT-PCT 1 PL 2			75.11*
UNITED STATES POSTAL SERVICE	82.05	514484	
FUNCTION 4 LLC	31.00	514554	
JUSTICE COURT-PCT 2			113.05*
CDW COMPUTER CENTERS, INC.	357.93	514461	
JUSTICE COURT-PCT 4			357.93*
CASH ADVANCE ACCOUNT	535.86	514423	
POSTMASTER	583.00	514436	
FUNCTION 4 LLC	31.00	514554	
ODP BUSINESS SOLUTIONS, LLC	162.20	514603	
JUSTICE COURT-PCT 6			1,312.06*
UNITED STATES POSTAL SERVICE	32.37	514484	
SIERRA SPRING WATER CO. - BT	58.97	514490	
FUNCTION 4 LLC	31.00	514554	
JUSTICE COURT-PCT 7			122.34*
TEXAS STATE UNIVERSITY SAN MARS	260.00	514448	
AT&T	48.46	514449	
JUSTICE OF PEACE PCT. 8			308.46*
UNITED STATES POSTAL SERVICE	188.25	514485	
FUNCTION 4 LLC	31.00	514554	
COUNTY COURT AT LAW NO.1			219.25*
SIERRA SPRING WATER CO. - BT	93.95	514488	
FUNCTION 4 LLC	31.00	514554	
COUNTY COURT AT LAW NO. 2			124.95*
DONALD BOUDREAUX	550.00	514399	
NATHAN REYNOLDS, JR.	800.00	514438	
UNITED STATES POSTAL SERVICE	12.80	514484	
MATUSKA LAW FIRM	250.00	514536	
LINDSEY SCOTT	250.00	514541	
JENNIFER DELAGE	400.00	514547	
FUNCTION 4 LLC	31.00	514554	
COUNTY COURT AT LAW NO. 3			2,293.80*
TODD W LEBLANC	250.00	514389	
A. MARK FAGGARD	800.00	514409	
NATHAN REYNOLDS, JR.	300.00	514438	
SIERRA SPRING WATER CO. - BT	36.98	514491	
JARED GILTHORPE	250.00	514537	
FUNCTION 4 LLC	31.00	514554	

NAME	AMOUNT	CHECK NO.	TOTAL
LAW OFFICE OF GILES R COLE & ASSOC COURT MASTER	400.00	514588	2,067.98*
UNITED STATES POSTAL SERVICE KENT W JOHNS FUNCTION 4 LLC RICHARD D HUGHES ATTORNEY AT LAW MEDIATION CENTER	1.28 1,000.00 31.00 1,800.00	514484 514526 514554 514583	2,832.28*
TEXAS DRC DIRECTOR'S COUNCIL UNITED STATES POSTAL SERVICE FUNCTION 4 LLC COMMUNITY SUPERVISION FUNCTION 4 LLC SHERIFF'S DEPARTMENT	100.00 7.04 31.00	514387 514484 514554	138.04*
FED EX AT&T UNITED STATES POSTAL SERVICE UNITED STATES POSTAL SERVICE FUNCTION 4 LLC STALKER RADAR ODP BUSINESS SOLUTIONS, LLC AMAZON CAPITAL SERVICES BEAUMONT OCCUPATIONAL SERVICES WILLIAM O HORN CRIME LABORATORY	8.55 50.02 1,239.81 99.60 310.00 10,262.25 1,675.95 524.10 487.75 1,400.00	514411 514449 514484 514485 514554 514561 514603 514611 514615 514625	16,058.03*
FED EX SWAFS LIPOMED STEVE MAYES FUNCTION 4 LLC AIRGAS USA, LLC JAIL - NO. 2	25.96 250.00 50.44 310.19 31.00 3,956.02	514412 514440 514524 514539 514554 514565	4,623.61*
FERGUSON MFG. & EQUIPMENT COMPANY BOB BARKER CO., INC. CERTIFIED LABORATORIES CITY OF BEAUMONT - WATER DEPT. ECOLAB J.S. EDWARDS & SHERLOCK INS. AGENCY W.W. GRAINGER, INC. ENTERGY TEXAS DEPT OF STATE HEALTH SERVICES INDUSTRIAL & COMMERCIAL MECHANICAL FUNCTION 4 LLC TRINITY SERVICES GROUP INC WORKQUEST ODP BUSINESS SOLUTIONS, LLC MCGRIFF INSURANCE SERVICES, INC JUVENILE PROBATION DEPT.	9,150.49 414.05 213.75 26.00 658.52 71.00 1,416.85 37,491.66 688.00 3,053.79 217.00 40,617.00 497.17 1,018.23 26,587.00	514394 514397 514401 514402 514407 514408 514414 514416 514455 514528 514554 514572 514591 514603 514604	122,120.51*
WILLIE DAVIS FED EX UNITED STATES POSTAL SERVICE ROXANA MITCHELL FUNCTION 4 LLC SHERONDA LEE EDWIN JAY FRANK CHARITY HIGHTOWER JAMIE GROGAN BRENDA WOOD ODP BUSINESS SOLUTIONS, LLC NICOLE BONSALE	162.14 91.07 23.99 158.12 93.00 89.11 176.88 120.52 83.08 134.00 115.83 205.02	514392 514410 514484 514542 514554 514559 514560 514562 514577 514582 514603 514613	

NAME	AMOUNT	CHECK NO.	TOTAL
LAQUITA TORRES	26.80	514618	1,479.56*
JUVENILE DETENTION HOME			
ENTERGY	4,058.78	514416	
AT&T	865.50	514449	
DENNIS COPELAND	88.42	514457	
FUNCTION 4 LLC	31.00	514554	
TY-JUNEA JONES	166.83	514594	
BAK GLOBAL LLC	200.00	514614	5,410.53*
CONSTABLE PCT 1			
MOTOROLA SOLUTIONS INC	1,215.00	514460	
UNITED STATES POSTAL SERVICE	79.03	514484	
GALLS LLC	1,476.00	514540	
FUNCTION 4 LLC	31.00	514554	
GOT YOU COVERED WORK WEAR & UNIFORM	84.49	514596	
ODP BUSINESS SOLUTIONS, LLC	37.99	514603	
THE MONOGRAM SHOP	20.00	514616	2,943.51*
CONSTABLE-PCT 2			
POSTMASTER	340.00	514435	340.00*
CONSTABLE-PCT 4			
DISH NETWORK	87.42	514511	
FUNCTION 4 LLC	31.00	514554	
AMAZON CAPITAL SERVICES	96.98	514611	215.40*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	20.40	514484	
FUNCTION 4 LLC	31.00	514554	51.40*
CONSTABLE PCT. 8			
FUNCTION 4 LLC	31.00	514554	31.00*
AGRICULTURE EXTENSION SVC			
FUNCTION 4 LLC	31.00	514554	
SE DIST 9 EXT ASSOC OF FAMILY &	25.00	514597	
AMAZON CAPITAL SERVICES	102.98	514611	158.98*
HEALTH AND WELFARE NO. 1			
ENTERGY	106.12	514417	
MCKESSON MEDICAL-SURGICAL INC	25.18	514462	
CLAYBAR HAVEN OF REST	1,525.00	514481	
UNITED STATES POSTAL SERVICE	37.84	514484	
FUNCTION 4 LLC	62.00	514554	
CENTERPOINT ENERGY RESOURCES	29.00	514557	
NUANCE COMMUNICATIONS, INC	118.50	514569	
EZEA D EDE MD	3,140.91	514581	
BAK GLOBAL LLC	500.00	514614	5,544.55*
HEALTH AND WELFARE NO. 2			
CITY OF PORT ARTHUR - WATER DEPT.	40.00	514403	
CLAYBAR FUNERAL HOME, INC.	1,500.00	514404	
GABRIEL FUNERAL HOME, INC.	1,500.00	514413	
ENTERGY	70.00	514418	
HANNAH FUNERAL HOME, INC.	1,022.00	514419	
MERCY FUNERAL HOME	1,500.00	514428	
AT&T	48.46	514449	
MCKESSON MEDICAL-SURGICAL INC	213.34	514462	
CLAYBAR HAVEN OF REST	1,525.00	514481	
CLAYBAR HAVEN OF REST	1,240.00	514482	
UNITED STATES POSTAL SERVICE	229.62	514485	
SIERRA SPRING WATER CO. - BT	6.99	514492	
TEXAS GAS SERVICE	70.00	514498	

NAME	AMOUNT	CHECK NO.	TOTAL
FUNCTION 4 LLC	62.00	514554	
NUANCE COMMUNICATIONS, INC	118.50	514569	
EZEA D EDE MD	3,140.91	514581	
CHARTER COMMUNICATIONS	184.58	514600	
			12,471.40*
NURSE PRACTITIONER			
MCKESSON MEDICAL-SURGICAL INC	1,840.00	514462	
FUNCTION 4 LLC	31.00	514554	
AMAZON CAPITAL SERVICES	39.99	514611	
BAK GLOBAL LLC	100.00	514614	
			2,010.99*
ENVIRONMENTAL CONTROL			
FUNCTION 4 LLC	31.00	514554	
			31.00*
INDIGENT MEDICAL SERVICES			
CARDINAL HEALTH 110 INC	21,534.78	514532	
KAYLEE BENNETT	10.00	514578	
			21,544.78*
MAINTENANCE-BEAUMONT			
AAA LOCK & SAFE	70.00	514386	
CITY OF BEAUMONT - LANDFILL	19.50	514395	
COBURN SUPPLY COMPANY INC	114.96	514405	
ECOLAB	242.59	514407	
ENTERGY	1,294.03	514416	
RITTER @ HOME	249.26	514439	
SANITARY SUPPLY, INC.	1,380.36	514442	
ACE IMAGEWEAR	228.41	514444	
S.E. TEXAS BUILDING SERVICE	24,342.17	514445	
AT&T	310.24	514449	
CDW COMPUTER CENTERS, INC.	386.99	514461	
TEXAS FIRE & COMMUNICATIONS	110.00	514465	
SOLAR	417.15	514493	
AT&T GLOBAL SERVICES	731.75	514499	
CENTERPOINT ENERGY RESOURCES CORP	10,057.42	514504	
FIRETROL PROTECTION SYSTEMS, INC.	7,145.00	514517	
SHERWIN-WILLIAMS	146.91	514519	
FUNCTION 4 LLC	31.00	514554	
FERGUSON ENTERPRISES INC	966.30	514555	
HONESTY ENVIRONMENTAL SERVICES, INC	690.00	514587	
PLUMBING SOLUTIONS	8,600.00	514593	
ODP BUSINESS SOLUTIONS, LLC	137.22	514603	
VISUAL EDGE IT	1,875.96	514610	
SOUTHWESTERN PAINT&WALLPAPER CO INC	32.40	514612	
			59,305.18*
MAINTENANCE-PORT ARTHUR			
JOHNSON CONTROLS, INC.	1,535.00	514424	
AT&T	72.06	514449	
PETE & HAROLD'S AUTO CLINIC, INC.	14.00	514486	
CAT5 RESOURCES LLC	403.75	514538	
FUNCTION 4 LLC	93.00	514554	
PARKER'S BUILDING SUPPLY	133.35	514608	
			2,251.16*
MAINTENANCE-MID COUNTY			
ENTERGY	412.69	514416	
RITTER @ HOME	27.99	514439	
SANITARY SUPPLY, INC.	518.41	514442	
ACE IMAGEWEAR	40.37	514444	
AT&T	860.86	514450	
W. JEFFERSON COUNTY M.W.D.	50.13	514456	
ATTABOY TERMITE & PEST CONTROL	61.62	514520	
FUNCTION 4 LLC	31.00	514554	
JEFF POPE	1,075.00	514609	
			3,078.07*
SERVICE CENTER			
ACTION AUTO GLASS	671.57	514390	
SPIDLE & SPIDLE	4,455.41	514393	

NAME	AMOUNT	CHECK NO.	TOTAL
HI-LINE	128.50	514420	
J.K. CHEVROLET CO.	3,091.62	514421	
PHILPOTT MOTORS, INC.	454.04	514432	
JEFFERSON CTY. TAX OFFICE	7.50	514467	
JEFFERSON CTY. TAX OFFICE	7.50	514468	
JEFFERSON CTY. TAX OFFICE	7.50	514469	
JEFFERSON CTY. TAX OFFICE	7.50	514470	
JEFFERSON CTY. TAX OFFICE	7.50	514471	
JEFFERSON CTY. TAX OFFICE	7.50	514472	
JEFFERSON CTY. TAX OFFICE	7.50	514473	
JEFFERSON CTY. TAX OFFICE	7.50	514474	
VOYAGER FLEET SYSTEM, INC.	21,295.59	514500	
BUMPER TO BUMPER	549.17	514503	
ROBERT'S TEXACO XPRESS LUBE	98.00	514515	
MIGHTY OF SOUTHEAST TEXAS	173.00	514527	
SILSBEE FORD INC	327.57	514534	
CINTAS CORPORATION	29.90	514546	
MIDNIGHT AUTO	429.80	514549	
FUNCTION 4 LLC	31.00	514554	
IDENTIFIX	550.00	514566	
ODP BUSINESS SOLUTIONS, LLC	89.30	514603	
MUNRO'S UNIFORM SERVICES, LLC	386.80	514605	
			32,821.27*
VETERANS SERVICE			
UNITED STATES POSTAL SERVICE	25.61	514484	
UNITED STATES POSTAL SERVICE	7.68	514485	
FUNCTION 4 LLC	62.00	514554	
			95.29*
			385,070.30**
MOSQUITO CONTROL FUND			
W.W. GRAINGER, INC.	112.34	514414	
ACE IMAGEWEAR	148.84	514444	
AT&T	53.46	514449	
PURVIS BEARING SERVICE	111.51	514512	
TEXAS AGRILIFE EXTENSION SERVICE	100.00	514514	
NEW PIG CORPORATION	1,140.64	514518	
TEXAS DEPARTMENT OF AGRICULTURE	75.00	514544	
FUNCTION 4 LLC	31.00	514554	
O'REILLY AUTO PARTS	162.81	514564	
CY-FAIR TIRE	23.45	514570	
CHARTER COMMUNICATIONS	82.92	514599	
ODP BUSINESS SOLUTIONS, LLC	137.22	514603	
MCGRIFF INSURANCE SERVICES, INC	12,673.00	514604	
			14,852.19**
FAMILY GROUP CONFERENCING			
FUNCTION 4 LLC	31.00	514554	
			31.00**
J.C. FAMILY TREATMENT			
MARY BEVIL	1,314.00	514579	
			1,314.00**
SECURITY FEE FUND			
ALLIED UNIVERSAL SECURITY SERVICES	17,859.43	514576	
AMAZON CAPITAL SERVICES	229.90	514611	
			18,089.33**
LAW LIBRARY FUND			
FUNCTION 4 LLC	31.00	514554	
			31.00**
EMPG GRANT			
FUNCTION 4 LLC	31.00	514554	
			31.00**
GRANT A STATE AID			
ODP BUSINESS SOLUTIONS, LLC	141.04	514603	
			141.04**
COMMUNITY SUPERVISION FND			

NAME	AMOUNT	CHECK NO.	TOTAL
SAM HOUSTON STATE UNIVERSITY	700.00	514441	
UNITED STATES POSTAL SERVICE	39.92	514484	
UNITED STATES POSTAL SERVICE	60.84	514485	
FUNCTION 4 LLC	62.00	514554	862.76**
COMMUNITY CORRECTIONS PRG			
FUNCTION 4 LLC	31.00	514554	31.00**
DRUG DIVERSION PROGRAM			
FUNCTION 4 LLC	31.00	514554	31.00**
LAW OFFICER TRAINING GRT			
ENTERGY	380.64	514416	
CDW COMPUTER CENTERS, INC.	374.89	514461	755.53**
SCAAP GRANT			
JUSTICE BENEFITS INC	11,912.22	514575	11,912.22**
COUNTY RECORDS MANAGEMENT			
FRIENDS OF THE TEXAS HISTORICAL	867.50	514523	867.50**
CONST. PCT 1 EDUCATION			
CASH ADVANCE ACCOUNT	584.74	514423	584.74**
UNCLAIMED FUNDS MGMT FUND			
YOLANDA ROCIO WILLIAMS	95.00	514624	95.00**
HOTEL OCCUPANCY TAX FUND			
CITY OF BEAUMONT - WATER DEPT.	227.52	514402	
M&D SUPPLY	32.25	514427	
UNITED STATES POSTAL SERVICE	5.07	514484	
DISH NETWORK	138.43	514510	
CINTAS CORPORATION	207.14	514546	
FUNCTION 4 LLC	31.00	514554	
COTTON CARGO	3,920.00	514571	
SUMMIT FIRE & SECURITY	93.75	514592	
XTREME FAST DRAW OF AMERICA LLC	5,000.00	514623	9,655.16**
CRIME LAB FUNDING CJD			
CAMEO / SABINE NECHES TRAVEL	1,809.57	514606	1,809.57**
DISTRICT CLK RECORDS MGMT			
FUNCTION 4 LLC	62.00	514554	62.00**
AIRPORT FUND			
TRIANGLE LOCKSMITH	294.95	514391	
W.W. GRAINGER, INC.	120.81	514414	
NOACK LOCKSMITH	9.00	514431	
UNITED STATES POSTAL SERVICE	.64	514484	
LOWE'S HOME CENTERS, INC.	612.01	514495	
GARSITE PROGRESS	99.95	514508	
DISH NETWORK	119.18	514509	
INDUSTRIAL & COMMERCIAL MECHANICAL	262.00	514528	
CRAWFORD ELECTRIC SUPPLY COMPANY	175.33	514530	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	6.58	514535	
EAGLE PUMP & METERS INC	709.00	514550	
FUNCTION 4 LLC	62.00	514554	
TITAN AVIATION FUELS	47,694.52	514567	
ODP BUSINESS SOLUTIONS, LLC	104.20	514603	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	115.56	514607	50,385.73**
AIRPORT IMPROVE. GRANTS			

NAME	AMOUNT	CHECK NO.	TOTAL
TOLUNAY-WONG ENGINEERS INC	1,072.50	514525	
APPLIED PAVEMENT TECHNOLOGY, INC.	5,737.40	514595	
SE TX EMP. BENEFIT POOL			6,809.90**
EXPRESS SCRIPTS INC	132,397.51	514558	
UNITED HEALTHCARE SERVICES INC	2,066.90	514574	
BAY BRIDGE ADMINISTRATORS LLC	3,310.00	514584	
BAY BRIDGE ADMINISTRATORS LLC	380.19	514585	
SETEC FUND			138,154.60**
KOMMERCIAL KITCHENS	476.88	514426	
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	514528	
GOLF CARS OF BEAUMONT	15,990.00	514622	
LIABILITY CLAIMS ACCOUNT			18,118.88**
JEFFERSON CTY - WORKERS COMP	3,762.16	514620	
WORKER'S COMPENSATION FD			3,762.16**
JEFFERSON CTY - WORKERS COMP	13,897.51	514620	
SHERIFF'S FORFEITURE FUND			13,897.51**
MCGRIFF INSURANCE SERVICES, INC	39,342.00	514604	
ARPA CORONAVIRUS RECOVERY			39,342.00**
MEEKER MUNICIPAL WATER DISTRICT	23,835.25	514396	
SILSBEE FORD INC	61,870.35	514534	
BURNS ARCHITECTURE LLC	14,399.00	514617	
J C ASSISTANCE DISTRICT 4			100,104.60**
ENTERGY	10.77	514416	
MARINE DIVISION			10.77**
VERIZON WIRELESS	151.96	514479	
MCGRIFF INSURANCE SERVICES, INC	39,342.00	514604	
SHERIFF - COMMISSARY			39,493.96**
ALPHA CARD SYSTEMS	2,188.49	514505	
SHERIFF-SPINDLETOP GRANT			2,188.49**
VERIZON WIRELESS	114.39	514478	
			114.39**
			891,498.20***

ATTACHMENT 1

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR PREPARATION AND MAINTENANCE OF AEROSPACE VEHICLES

SECTION A - GENERAL

A. Information:

1. This instruction covers the requirements for the preparation and preservation of aerospace vehicles for static display by an organization borrowing an aerospace(s) vehicle from the National Museum of the United States Air Force (NMUSAF).
2. These requirements are designed to return and/or maintain the aerospace vehicle(s) in as near original configuration as possible and to render them suitable for display.
3. Generally, all restoration, repairing, and refinishing will be accomplished in accordance with current Department of the Air Force (DAF) directives and instructions and in a manner that would not modify it in any way, thereby altering the original form, design, or the historical significance of, said property. Deviations from this standard must be requested in writing and approved by NMUSAF.

B. Security Requirements:

1. Aerospace vehicles on display and undergoing preparation for display shall be kept secure. Aerospace vehicles will be maintained with sufficient security to ensure that it is protected from vandalism and theft or unauthorized removal of components.
2. Any theft or unauthorized removal of components shall be immediately reported to the local law enforcement agency and by the next working day to NMUSAF. This must be followed by a report of the investigation of the incident within 30 days.
3. All canopies, doors, access hatches, and access plates, except for one entrance door, will be permanently sealed shut by any of the following methods to prevent unauthorized entry:
 - a. Bolting through the hatch to internal crossbars placed across the opening. These can be fabricated from sturdy steel strapping or channel iron.
 - b. Riveting the door securely to the jamb section.
 - c. Attaching hasps internally and securing with inside padlock.
 - d. Whatever method is employed to secure doors and access hatches, the crevices remaining will be filled with caulking compound or elastic putty to prevent internal damage from

rain, snow, dust and ice. The access door that is not permanently sealed must be secured by a hasp welded or riveted in place. Multiple locks (two or three) are preferable, each with separate key or combination. This technique will reduce the possibility of unauthorized access but will provide entrance for authorized personnel.

C. Maintenance Records:

1. Whenever items are permanently removed, the removal and disposition of such items shall be annotated on a maintenance log or AF Form 3581 (available from NMUSAF).
2. All work items that are accomplished shall be listed and signed off on a maintenance log or AF Form 3581.
3. Utilizing the maintenance log, a detailed accounting will be maintained by the borrower of all items removed or installed with the date of installation/removal and the name of the individual accomplishing the work.
4. Copies of all maintenance records must be sent to NMUSAF/MUC with the annual loan renewal.

SECTION B - REQUIREMENTS

A. Prepare Powerplant for Display:

1. Disconnect and drain all water and oil lines, tanks, valves, and pumps. Reconnect lines and reinstall plugs after draining (if applicable).
2. Clean excess oil and grease from exterior components of engines (if applicable).
3. Check powerplant cowling for corrosion and damage. Repair and refinish as necessary for display.
4. Install intake and exhaust protective covers. Use standard covers if available or suitable substitutes.
5. Clean and preserve propeller(s). Treat any affected areas and refinish to standard configuration.

B. Prepare Landing Gear:

1. Clean and preserve strut.
2. Clean all wheels and other landing gear components.
3. Check and remove corrosion. Repaint to standard configuration.
4. Check all tires for excessive wear and adjust pressure as required.

5. Secure all retractable landing gear in the down position with positive locking devices.

C. Prepare Hydraulic Systems:

Clean all exposed finished surfaces of actuating rods, hydraulic cylinders, locks, and valves. Other hydraulic equipment will be cleaned and coated with corrosion preventative compound.

D. Prepare Electronic Systems:

Leave all electronic equipment that is not reclaimed installed on the aerospace vehicle. Stow all connectors from equipment that has been removed.

E. Prepare Airframe:

1. Check airframe for corrosion and treat affected areas.
2. Clean all debris and foreign material from interior of fuselage.
3. Check airframe for external damage and repair.
4. Cover all openings that will allow the entrance of water or other foreign matter that may have a corrosive or other deteriorating effect. Use standard covers if available, or suitable substitutes. Additional protection may be incorporated for aerospace vehicles displayed outside.
5. Check all fuselage, wing, and empennage drain holes for obstructions. Aerospace vehicles displayed outside may necessitate additional drain holes to ensure proper drainage. Drain holes should be periodically probed to ensure they are not obstructed. Inspect for water trapped in lower portions of fuselage. If water is present, comply with instructions contained in applicable technical order for removal and correction.
6. Clean and treat lavatory and relief facilities (if applicable).
7. Check all astrodomes and plastic panels for crazing and damage. Repair and/or replace as necessary. Clean all plastic panels thoroughly with soap and water.

F. Prepare Control Surfaces:

1. Check all metal control surfaces for corrosion and treat-affected areas.
2. Check all control surfaces for external damage and repair areas as necessary.
3. Inspect all fabric-covered control surfaces, repair or re-cover as necessary.
4. Check all control surfaces, attaching mechanisms for loose rivets and/or sheared bolts and make necessary repairs.
5. Secure all moveable surfaces in a neutral position with positive locking devices.

G. Radiation Safety:

No radioactive components will be reinstalled by the borrowing organization. If radioactive items are found reinstalled, the borrowing organization will pay the cost of removal of the radioactive items and any decontamination required.

H. Final Preparation:

1. Secure aerospace vehicles by attaching tie down restraints to surface attaching points and to major structural parts of the item. Tie down restraints, including surface attaching points, should be of sufficient strength to withstand the expected wind condition for the locality.
2. Place aerospace vehicles on surface concrete or asphalt of sufficient strength to support its weight. This will not apply if the recipient, with the written permission of the NMUSAF, has mounted the aerospace vehicle on a pylon attached to its structural members.
3. Aerospace vehicles that are normally supported on pneumatic tires must be placed on display stands. Tires should be inflated and or checked to maintain normal tire shape.
4. Remove all antenna wires that could serve as a bird roost.
5. Install bird proofing on all aerospace vehicle openings, including intake and exhaust covers.
6. Flag or cover protruding objects of a hazardous nature.

I. Coordination:

1. Deviation from the procedures outlined in this attachment must be requested in writing and require written approval prior to deviation.
2. No aerospace vehicles will be renovated, reconfigured, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

ATTACHMENT 2

NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF) LOAN AND STATIC DISPLAY PROGRAMS

INSTRUCTIONS FOR THE CARE OF ARTIFACTS

A. Information:

1. These general guidelines are provided to fulfill the NMUSAF's obligation to ensure the preservation of the collection and to define the responsibilities of organizations that retain historical property for display.

2. Under normal circumstances, artifacts will not be made available from the NMUSAF unless the basic measures for preservation and conservation have already been accomplished. However, regardless of the state of preservation at the time of receipt, an assessment must be made and all appropriate measures taken to ensure continued preservation of historical property. All items must be properly prepared for exhibition, placed in a safe environment and inspected periodically for accountability and condition.

B. General Guidelines for Artifacts:

1. All artifacts must be protected from harmful exposure and maintained in a stable environment. Preservative treatments and mounting techniques will vary with each item depending on its material(s), condition and display method. The following are some general guidelines:

a. When displaying an artifact never modify it in such a way as to alter or compromise its integrity, authenticity or uniqueness. Retain its natural characteristics.

b. Provide physical security against vandalism or theft using appropriate method of display, such as locked or secured display cases.

c. Good housekeeping and environmental control are essential for the long term care of museum artifacts.

2. Contact the NMUSAF for guidance if needed.

C. Damage Threats to Artifacts: The threats of damage or deterioration to artifacts generally come from four sources:

1. People – The greatest threat to the continued survival of an artifact comes from people. This is a result of mishandling the artifact resulting in mechanical breakage, soiling from unprotected hands (fingerprints), improper cleaning methods and incorrect attempts at

preservation or repairs (making it 'look' better). Unfortunately, theft must also be included in this category.

2. Light – Light, a form of radiation, damages many materials, especially fabrics. This damage is first observed as the fading of colors followed by the gradual breakdown of the material. The most harmful portion of the light spectrum is ultra-violet (UV). Protecting from UV is accomplished by avoidance of natural sunlight or artificial light such as florescent and halogen. The use of Light Emitting Diodes (LED) is the preferred standard in museum exhibits. Another consideration is the proximity of an artifact to a light source and the intensity of the source.

a. All historical property on loan from the NMUSAF that is on interior exhibit will not be exposed to light level which exceeds 200 lux or 20 foot-candles from any source. The acceptable level for most artifacts falls between 50 and 200 lux or 5 and 20 foot-candles. Sensitive artifacts, such as artwork, photographs and textiles should have their intensity levels adjusted toward lower limits and/or limited exposure time. There is a reciprocity law between intensity (lux) and time of exposure: Ten hours of exposure at 50 lux has the same damaging effect as 1 hour at 500 lux.

b. Protection from UV is accomplished by avoidance or shielding. Shielding of UV producing light sources, such as direct or diffused sunlight and all fluorescent lighting, requires UV Plexiglas, solar screen, blackout curtains or UV filtering sleeves. All UV filtering media have a life span of about 10 years, after which they must be changed to maintain their effectiveness.

3. Environment – The most common environmental threats are heat and humidity. Ideally, an artifact is displayed at a constant temperature of 67 degrees and 47% relative humidity, with no more than a 5 degree temperature or 5 percent humidity variation. Of the two, humidity is the most destructive. Excessive heat and humidity may create a favorable environment for the growth of molds and fungus as well as rust/corrosion. Rapid changes in temperature and humidity should be avoided.

4. Insect/Pest – Insects and pests can be highly destructive. The first line of defense is the cleanliness of the facility. Careful monitoring and frequent inspection will provide early detection of infestation. If and when an infestation is detected many methods of pest removal are destructive to artifacts. If an artifact is exposed to infestation, contact NMUSAF.

D. Conservation: Adherence to the guidelines for preservation of artifacts will go a long way to ensure their longevity. In rare instances, some conservation measures may be needed. Contact the NMUSAF for guidance. Do not attempt to treat an artifact on your own.

E. Storage: All attempts should be made to place artifacts on exhibit as soon as possible. Environmental control, good housekeeping and periodic inspections are essential to the proper storage of artifacts. Textiles shall be stored flat when possible and laid out on acid free tissue paper. . Storage on shelves shall be loose with no piling or stacking of artifacts and all shelving covered with acid free tissue. If shelving is wood, it shall be sealed to deter transfer of acid from wood to artifacts. Cabinets are preferable to open storage as they discourage theft, dust and insect problems.

F. Handling: Wear cotton, nitrile or latex gloves while handling artifacts. Two hands should be used to handle or carry artifacts to reduce risk of dropping. Carry only one artifact at a time. Do not carry or lift artifacts by handles or weakest point.

G. Display:

1. Cases: Displaying an artifact can be very detrimental if not done properly. Never alter an artifact to fit into a case. Cases should be designed to incorporate UF-3 or UF-5 Plexiglas to shield artifacts from UV light. Cases should be ventilated to allow air exchange and openings filtered to prevent entry of insects. Keep cases clean and place them in areas away from direct sun and extremes in temperature and humidity.

2. Buffering: All interior surfaces of wooden cases should be properly sealed. All artifacts should be buffered from acidic display materials.

3. Mounts: Never alter an artifact to facilitate mounting. Well-padded hangers should be used if textiles are hung for display. Use only conservation appropriate mannequins of display forms, purchased commercially or in-house forms made from conservation grade materials. Department store mannequins will not be used. Use mannequins that do not place undue stress on clothing. Do not force garments on to mannequins.

H. Shipping: Damage to artifacts can occur during shipping. Use appropriate packing materials to protect the artifact during transit. Consult NMUSAF to arrange shipping.

NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801

Loan Account Number: SDA0415

03-Jan-24

Catalog Number	Nomenclature	Field Site Location	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	GOLDEN TRIANGE VETERANS MEMORI	\$22,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature: JEFFERSON COUNTY, TX

(Historical Property Custodian)

2/7/23

(Date)

JEFF L. BRANICK

Typed or Printed Name

COUNTY CLERK

Typed or Printed Title



ATTEST [Signature]

DATE 2/14/2024

**NATIONAL MUSEUM OF THE UNITED STATES AIR FORCE (NMUSAF)
COMMUNITY STATIC DISPLAY LOAN PROGRAM**

2024-2029 LOAN AGREEMENT, SDA0415

1.0. Parties. The United States of America or "the Government," represented by the National Museum of the United States Air Force (NMUSAF), and collectively referred to hereinafter as "the Lender," hereby establishes with the **JEFFERSON COUNTY** hereinafter called "the Borrower," incorporated and operating under the laws of the State/Country of **TX** and located at **BEAUMONT**, a Loan Agreement hereinafter called "the Agreement" for Department of the Air Force (DAF) historical property. This Agreement is entered pursuant to Public Law 80-421 [10 United States Code (USC) §2572], and any amendments thereto, and is effective for the period commencing 1 April 2024 and ending 31 March 2029. This Agreement is not transferable.

2.0. Borrower Obligations/Costs. The Borrower has applied, in writing, for the loan of DAF historical property, and hereby agrees to be responsible for all arrangements and, in accordance with 10 USC §2572, is required to pay all costs, charges and expenses associated with the loan of this property, including, but not limited to, the cost of preparation, demilitarization, hazardous material removal, disassembly, packing, crating, handling, maintenance, repair, restoration, transportation, and all other actions incidental to the use and/or movement of the loaned property to or from the Borrower's location.

3.0. Loaned Property. The NMUSAF shall loan to the Borrower the historical property identified in the inventory report, which has been included in the loan package and is incorporated into this Agreement by reference as if fully rewritten herein (hereinafter the "Property"). The Borrower accepts the Property on an "as is, where is" basis, and the Lender makes no warranties, expressed or implied, as to the Property's condition, fitness for any particular purpose, or other warranty of any kind.

4.0 Loan Conditions.

4.1. The Borrower agrees that the Property shall be used for static display purposes only. Loaned aerospace vehicles will not be flown or restored to flying condition under any circumstance, nor will they be licensed with the Federal Aviation Administration (FAA). The Borrower shall not remove any parts from loaned aircraft except as directed in paragraph 4.2. Relocation of the Property for temporary special events (parades, ceremonies, air shows, etc.) is not authorized under any circumstances. No decorations of any type, for any purpose (special event, seasonal display, ceremonies, etc.) are authorized to be displayed on any of the Property. The Property shall not be used in a manner that provides the appearance of endorsement by the DAF of any non-federal entity or political candidate, or the expression of a political viewpoint of any kind.

4.2. The Borrower agrees to allow the Lender to remove parts from loaned aerospace vehicles for the NMUSAF or military requirements, upon written direction from the NMUSAF. Such parts are generally internal in nature and removal or replacement should not alter the external aesthetic appearance of the aerospace vehicle.

4.3. The Borrower shall not part with possession of the Property or any component of the Property in any manner to any third party either directly or indirectly. The Borrower shall not enter into any negotiations with a third party regarding any future disposition of the loaned material, in whole or in part.

4.4. The Borrower agrees to all of the following: to use the Property in a careful and prudent manner; to not modify the Property in any manner, without prior written permission of the Lender, which would

alter the original form, design, or the historical significance of said Property; to perform routine maintenance to include (but not limited to) annual upkeep, periodic painting, tire inflation, repair of damage, day-to-day care and management of the Property, so as to provide an acceptable appearance and to not reflect negatively on the Lender; and to display and protect the Property in accordance with the instructions set forth in Attachments 1 and 2, which are incorporated into this Agreement by reference as if fully rewritten herein.

4.5. The Borrower agrees that any additions, modifications or alterations that improve the Property become part of said Property and are owned by the NMUSAF.

4.6. Interior access to loaned aerospace vehicles (cockpit, cargo areas, etc.) for purposes other than maintenance or restoration work by persons other than staff or authorized maintenance personnel is prohibited. This is to ensure not only the integrity and preservation of the aircraft, but more importantly, the safety and security of the public.

5.0. Use as Security, Sale or Lease. The Borrower agrees not to use the Property as security for any loan, and not to sell, lease, rent, lend or exchange the Property under any circumstances.

6.0. Professional Photography. The Borrower shall not make or allow the use of the Property for any commercial purpose, including, but not limited to, use of the Property for still photography, motion picture, television or video production, without prior written approval from the Lender. Photography or video created by the Borrower for general promotion of the institution's collection online or in organizational materials is permitted. (Note – permission is not granted for fundraising events or anything that could imply endorsement by the DAF or the NMUSAF.) Casual photography or video created by visitors for personal or non-promotional use is permitted.

7.0. Incident Reporting. The Borrower shall within one (1) working day of discovery, notify the Lender of any instance of loss, damage or destruction of the Property.

8.0. Title. The Borrower shall obtain no interest in the Property by reason of this Agreement and title shall remain with the Lender at all times.

9.0. Receipt, Custody & Liability.

9.1. This Agreement shall be executed prior to the Borrower accepting physical custody of the Property or on or before **1 April 2024**.

9.2. The Borrower agrees to provide a receipt to the Lender at the time it assumes physical custody of the Property (unless the Property is already in its possession).

9.3. The Borrower agrees that it is strictly liable for up to the full replacement value (FRV) of the Property, as identified in the inventory report, and to accept such liability upon assuming physical custody of the Property or execution of this Agreement, whichever occurs first.

9.4. The Borrower agrees to waive any right to contest the FRV in any legal proceeding. The FRV of the Property is as identified in the inventory report or, if not identified in the inventory report, the FRV otherwise identified at the sole discretion of the NMUSAF.

9.5. The Borrower agrees that if the Property, or any portion thereof, has been irreparably damaged, destroyed, or stolen the NMUSAF may direct the Borrower to either replace the Property with an historical item of equal value to the satisfaction of the NMUSAF or require monetary reimbursement equaling the

FRV. In the event of less than total loss to the Property, or any portion thereof, the Borrower agrees to repair/replace the damage to the Property to the satisfaction of the NMUSAF or reimburse the NMUSAF for the full value of the damage, as determined by the NMUSAF. The election of a remedy under this subparagraph is at the sole discretion of the NMUSAF. This subparagraph is not intended to waive or limit the Government's rights and remedies, legal or equitable, and the Government reserves all such rights and remedies.

9.6. The Borrower agrees to place the Property on exhibit within ninety (90) days from the date it takes physical custody, or as otherwise mutually agreed upon.

10.0. Borrowers Responsibilities.

10.1. The Borrower agrees to the greatest extent permitted by TX Law to indemnify, hold harmless, and defend the Lender from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the Property. Nothing herein shall be construed to waive or limit the federal Government's rights and remedies permitted by law.

10.2. The Borrower agrees to report, as requested, to the Lender on the condition and location of the Property. Further, the Borrower agrees to allow authorized Department of Defense representatives access to the Borrower's records and facilities to assure accuracy of information provided by the Borrower and compliance with the terms of this Agreement.

10.3. The Borrower agrees to return said Property to the Lender on termination of this Agreement or earlier, if it is determined that the Property is no longer required, at no expense to the Lender and according to terms determined by the Lender. In the event of a partial termination, the Borrower agrees to the return of all items of the Property subject to the partial termination, at no expense to the Lender and according to terms determined by the Lender.

11.0. Initial Loan Agreement Requirements.

11.1. The Borrower agrees to furnish the Lender digital images of the Property within fifteen (15) days of taking physical possession of the Property. The image file name must be the accession number for that item (e.g. SD-2000-0123.JPG). For aircraft and ballistic missiles, images will include views showing all external surfaces including tail number and all accessible interior areas including instrument panels, avionics racks and equipment, aircrew, passenger, cargo and payload compartments, wheel wells, and bomb bays. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object.

11.2. The Borrower shall arrange insurance coverage for the Property on an all-risk, wall-to-wall basis, at a minimum, for an amount that equals the total agreed upon FRV for all items in the inventory report, plus any additional amount to cover the inventory that does not have an identified FRV, so long as the Property remains in its possession. The Borrower further agrees to furnish the Lender proof of said insurance. For Borrowers with private insurance coverage, proof shall constitute a copy of the insurance certificate from the commercial provider, noting any deductible, and showing coverage up to the FRV of the Property and any additional coverage for Property that does not have an FRV identified in the inventory report. For self-insured organizations, proof shall constitute a written and signed statement attesting to its ability to reimburse the Government for the FRV of the Property (as identified in the inventory report and/or as determined by the NMUSAF).

IT WAS PREVIOUSLY UNDERSTOOD AND AGREED THAT JEFFERSON COUNTY IS SELF-INSURED. J

12.0. Annual Loan Renewal Requirements.

12.1. The Borrower agrees to furnish the Lender current digital images of all Property. The image name must be the accession number for that item (e.g. SD-2000-0123.JPG). Digital images of aircraft and missiles will provide general views to include sufficient detail to show the overall condition and tail number of the airframe. Digital images for all other artifacts will be of sufficient detail to ensure positive identification of each object and its current condition.

12.2. The Borrower agrees to furnish the Lender proof of insurance as required in subparagraph 11.2 for each renewal period.

12.3. The Borrower agrees to furnish a signed inventory as provided by the Lender with the annual renewal package, which accurately reflects the Property in its possession. Discrepancies in the inventory provided by the Lender shall be noted on the inventory report by the Borrower to the extent that such notes accurately reflect the current inventory held by the Borrower. In the event of a dispute, the Lender shall make the final determination of the current inventory on or near the renewal date and document the NMUSAF records accordingly.

13.0. Display/Maintenance Requirements.

13.1. No aircraft will be renovated, reconfigured, painted, have markings changed, or tail number altered, or any parts added, removed, or replaced as part of a planned restoration effort without prior written approval from the NMUSAF.

13.2. The Borrower agrees that all aircraft, missiles and artifacts on display will have an identification sign adjacent to each display. For aircraft and missiles note the type, model, and serial number. The sign will state that the item is part of the NMUSAF collection as follows:

"This (artifact/object) is on loan from the National Museum of the United States Air Force."

13.3. In the event the aircraft or missile has been reconfigured, markings changed, or serial number altered after acquisition for display purposes, it will be stated on the sign and noted in all records as follows:

"The (item) on display is actually (nomenclature), Serial No. (serial number), but painted and marked to depict (nomenclature), Serial No. (serial number), assigned to the (Unit and/or person) in (location or theater) during (year)."

13.4. For aircraft on which the serial number has been altered for display purposes with prior written approval, the mission, design and series (e.g. F-100C or F-4C) along with the original serial number will be stenciled in two inch letters using contrasting paint colors on the fuselage under the horizontal stabilizers.

13.5. All record keeping will reflect the true serial number.

14.0. Radioactive Components. In accordance with Attachment 1, ("NMUSAF Loan and Static Display Programs' Instructions for Preparation and Maintenance of Aerospace Vehicles"), if, upon inspection, it is determined radioactive items have been installed or reinstalled on the Property while in possession of the Borrower, the Borrower will pay the cost of removal of the radioactive items and any decontamination required.

15.0. Loan Termination.

15.1. The Borrower agrees to return the Property to the NMUSAF upon expiration of this Agreement or earlier, the Borrower terminates the agreement prior to expiration of this Agreement or the NMUSAF terminates this Agreement for cause, at no expense to the NMUSAF. The return of all or any part of the Property will be made to the NMUSAF at Wright-Patterson AFB, OH; the Aerospace Maintenance and Regeneration Group at Davis-Monthan AFB, AZ; or a location determined by NMUSAF upon termination of this Agreement or earlier. The Borrower shall be responsible for paying all freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges associated with any return.

15.2. The failure of the Borrower to observe any of the conditions set forth in this Agreement and Attachments 1 and 2 thereto shall be sufficient cause for the Lender to terminate the loan and repossess the Property. Repossession of all or any part of the Property for such cause by the Lender shall be made at no cost to the Government; the Borrower shall be responsible for paying all maintenance, freight, storage, crating, handling, transportation, demilitarization, and/or other costs or charges attributable to such repossession.

15.3. In the event the loan is terminated for any reason, the provisions of this Agreement will remain in effect until all of the Property, or in the event of a partial termination that portion of the Property at issue, has been relocated and in a condition that is satisfactory to the NMUSAF.

15.4. Termination of the loan and subsequent repossession of all or any part of the Property at the option of the Borrower shall require no less than thirty (30) days advance notice to the Lender in writing. This requirement may be waived by the Lender only through the provision of a written waiver to the Borrower prior to the return of the Property. If this Agreement is terminated at the option of the Borrower, the Borrower is responsible to bear all expenses associated with moving, reclaiming, and/or demilitarizing the Property.

15.5. The Lender reserves the right to terminate this Agreement without cause, in all or part, and to recall the Property. The Lender will provide a written thirty (30) day notice of intent to recall to the Borrower. In the event of recall, movement of the recalled Property from the Borrower's site will be accomplished at the Lender's expense.

16.0. Dispute Resolution. In the event a dispute arises between the parties over the terms and conditions of this Agreement reasonable attempts will be undertaken to resolve the matter through negotiation between the parties or persons appointed, in writing, by the parties. This Agreement shall be construed and interpreted in accordance with federal law. If any provision herein is held unlawful or otherwise unenforceable by the Court any remaining provisions shall be considered divisible and remain in full force and effect. In the further event that negotiations fail to reach a resolution, the parties agree to resolve the dispute in the federal court with appropriate jurisdiction.

Executed on behalf of the NMUSAF, this 27th Day of January 2024, at Wright-Patterson AFB Ohio.

By: SHAW.MELISSA L.1268824703
A.L.1268824703
MELISSA SHAW

Title: Community Static Display Program Administrator

Agency: National Museum of the United States Air Force

Address: NMUSAF/MUC
1100 Spatz St
Wright-Patterson AFB OH 45433-7102

Telephone: (937) 255-8839

Email: melissa.shaw@us.af.mil

ACCEPTANCE

The Borrower, through its authorized representative, hereby accepts responsibility of the Property subject to the terms and conditions contained in this Agreement set forth above. The Borrower certifies that they have read, understand and acknowledge that concealing a material fact and/or making a fraudulent statement in dealing with the federal government may constitute a violation of federal law in accordance with 18 USC §1001.

Executed on behalf of the Borrower this 13th day of FEB. 2024, at BEAUMONT, TX.

JEFFERSON COUNTY, TX
(Name of Borrower/Organization)

By: [Signature]
(Signature)

(Typed or Printed Name & Title)

Address: 1149 PEARL ST., 4TH FLOOR
BEAUMONT, TX 77701

Telephone: 409-835-8466

Email: fred.jackson@jeffco.tx.us



ATTEST [Signature]
DATE 2/14/2024



STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

**ABATEMENT AGREEMENT FOR PROPERTY LOCATED IN THE E
GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE**

Pursuant to Section 312.401 of the Texas Tax Code, this Tax Abatement Agreement (hereinafter referred to as the “AGREEMENT”) is made and entered into by and between Jefferson County (hereinafter sometimes referred to as “the COUNTY”), and Linde, Inc. (hereinafter sometimes referred to as “LINDE” or “OWNER”).

1. RECITALS

WHEREAS, OWNER possesses interests in taxable real property located within the Golden Triangle Storage 2023 Reinvestment Zone, the designation of which was implemented by the COUNTY by an Order dated September 19, 2023 (hereinafter referred to as the “REINVESTMENT ZONE”); and

WHEREAS, this AGREEMENT is limited to the project to be constructed by OWNER, on various parcels of land located within the Reinvestment Zone, which is described with particularity in Exhibit “A” attached hereto and which will involve construction and operation of a trucking terminal to facilitate the receipt and distribution of helium assets stored in an underground cavern developed, owned and operated by GTS (hereinafter referred to collectively as the “PROJECT”); and

WHEREAS the COUNTY wishes to encourage OWNER to select Jefferson County as the site for the PROJECT; and

WHEREAS, the REINVESTMENT ZONE is an area within Jefferson County, Texas, which has been designated by Order of this Court, the legal description for which is attached hereto as Exhibit “C.” It is understood and agreed that the REINVESTMENT ZONE boundary is subject to revision based on the final construction plan of the Project, and the COUNTY agrees to take the steps necessary to amend the Reinvestment Zone boundary, consistent with such final Project, upon request of Owner.

NOW, THEREFORE, for the mutual consideration set forth below, the Parties hereto agree as follows:

2. AUTHORIZATION

THIS AGREEMENT IS AUTHORIZED BY THE TEXAS PROPERTY REDEVELOPMENT AND TAX ABATEMENT ACT, TEX. TAX CODE CHAPTER 312, AS AMENDED, AND BY ORDER OF THE JEFFERSON COUNTY COMMISSIONERS COURT ESTABLISHING AND ADOPTING THE GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE.

3. DEFINITIONS

For purposes of this AGREEMENT, the following terms shall have the meanings set forth below:

“Abatement” means the full or partial exemption from ad valorem taxes of the value of certain property located in the REINVESTMENT ZONE designated for economic development purposes.

“Affiliate” of any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

“Base Year Value” means the taxable value of all industrial realty improvements owned by the property owner and/or its Affiliates within Jefferson County on January 1 preceding the execution of the abatement agreement. OWNER will, in consultation with the Jefferson County Appraisal District, provide the COUNTY with a list of the Jefferson County Appraisal District account numbers identifying the industrial realty improvements owned by the property owner and/or its Affiliates and the taxable value thereof on January 1 preceding the execution of the abatement agreement for use in preparing the schedule to be attached as an exhibit to the abatement agreement before execution specifying the Base Year Value for all purposes of the abatement agreement.

“Base year”, for the parties to this agreement, is defined as the calendar year in which this abatement contract is executed (signed) by all parties hereto.

“Ineligible Property” is fully taxable and ineligible for tax abatement and includes land, supplies, inventory, housing, vehicles, improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gasses, which are not

integral to the operation of the facility; deferred maintenance, property to be rented or leased, property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

“Eligible Property” means the realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure and the permanent office space and related fixed improvements, as defined by the Tax Code but does not include personal tangible property.

“New Eligible Property” means Eligible Property, the construction of which commences subsequent to the effective date of this AGREEMENT. During the construction phase of the New Eligible Property, the OWNER may make such change orders to the New Eligible Property as are reasonably necessary to accomplish its intended use. It is expressly understood that, notwithstanding anything to the contrary written herein, energy, electricity, manufacturing supplies (e.g. foreign manufactured catalysts), feedstocks, freight, and direct materials that physically become a part of the end product manufactured by the PROJECT) are not subject to the terms of this AGREEMENT.

“Taxable Value” for each taxing entity executing an abatement agreement is determined by deducting from the Market Value of all industrial realty improvements of a property owner and/or its affiliates the amount of any applicable exemptions and abatements granted for that Tax Year.

“Completion” as used herein, shall mean, the successful commissioning of the PROJECT and the attainment of reliable operations. OWNER shall certify in writing to the COUNTY when such Completion is attained.

“Full-time job”, as used herein, shall mean a permanent full-time position that: requires at least 1,600 hours or work per year, is not a transferred from another area of the state, is not created to replace a previous employee, and is covered by a group health benefit plan, and pays at least 110% of the county average weekly wage for manufacturing jobs in Jefferson County.

“Payment in Lieu of Taxes”. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the COUNTY that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

4. TERM OF ABATEMENT

This AGREEMENT shall be effective and enforceable upon execution by all parties (which date is herein referred to as the "Effective Date"). The Term of the Abatement pursuant to this AGREEMENT shall begin on January 1, 2027 and shall terminate on December 31, 2036, unless sooner terminated pursuant to other provisions of this AGREEMENT. Should OWNER not begin the construction of the PROJECT by December 31, 2025, this AGREEMENT shall be null and void.

5. OWNER REPRESENTATIONS/OBLIGATIONS

In order to receive a tax abatement with respect to a tax year listed on EXHIBIT A "Tax Abatement Schedule," OWNER and EPC shall comply with the following:

- a. As a result of the PROJECT, and upon its Completion (currently estimated to be not later than the fourth quarter 2026), maintain a level of not less than 10 new full-time jobs (consisting of both permanent direct employee jobs and permanent contractor jobs), using headcount as of the date this AGREEMENT is executed as the starting point, relating to the PROJECT during the remaining term of this AGREEMENT; provided, however that OWNER may reduce employment levels due to improved efficiencies or changing economic conditions during the term of this AGREEMENT as long as such employment levels do not fall below 10 full-time jobs for total on site employment by owner during said term. In the event that such employment falls below 10 full-time jobs for total on site employment, Abatement shall be reduced proportionate to such employment decline beginning with the tax year in which the decline occurs and each tax year thereafter per the example calculation cited below where:

A1 = initial Abatement \$s
A2 = revised Abatement \$s
E1 = 10 full-time jobs
E2 = revised employee count
 $A2 = A1 \times (E2/E1)$

- b. Report and certify the requisite job levels to the COUNTY, annually during each tax year under this AGREEMENT;
- c. Construct the PROJECT with an estimated investment of \$115 million.
- d. Make available to the COUNTY information concerning the details of contractor bids, every quarter, during the construction phase of the PROJECT under the express understanding that COMPANY is providing the COUNTY such contractor bid information on a strictly confidential basis so as to maintain the integrity of the competitive bid process;
- e. Report and certify to the COUNTY the requisite cost of the PROJECT within 120 days after the completion of the PROJECT (or 120 days after the Effective Date, whichever is later);

- f. Ensure that qualified local labor, vendors, suppliers, and sub-contractors are given a timely opportunity to bid on contracts for the provision of supplies, goods and services (including engineering and construction services, *e.g.*, piping, electrical, civil, fabrication) in connection with construction of the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period. Such consideration shall be made in good faith without discrimination. For purposes of the foregoing:
- i. “Local labor” is defined as those qualified laborers or craftsmen who are residents and domiciliaries of the nine county regions comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers Counties, as well as the Bolivar Peninsula area of Galveston County. “Local vendors” and “local suppliers” shall include only those located or having a principal office in Jefferson County. “Local subcontractors” shall include only those located or having a principal office in Jefferson County.
 - ii. OWNER agrees to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. For any such exception in cases involving purchases over \$1 million, a justification for such purchase shall be included in OWNER’S annual letter of compliance. OWNER further acknowledges that it is a contractual obligation, under this agreement, of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors, and labor, all other factors being equal. In the event of a breach of this “buy local” provision, OWNER agrees that the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the PROJECT.
 - iii. OWNER agrees that it will provide sufficient notice and information regarding of the project to qualified local contractors to enable them to submit bids for materials in the initial procurement processes, including but not limited PROJECT information provided in job fairs to be conducted by OWNER.
- g. Report and certify to the COUNTY, quarterly the total number of dollars spent on local labor, local subcontractors and local vendors/suppliers, as total and percentage compared to total dollars spent in connection with the PROJECT;
- h. OWNER/EPC will invoice purchases locally to ensure that sales taxes credited to the benefit of Jefferson County, Texas. As further clarification OWNER will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13)

with an EPC contractor (EPC) for the construction of the new plant facility Project to be located in the Reinvestment Zone of OWNER in Jefferson County Texas.

OWNER will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. OWNER will remit use taxes on taxable purchases made for use in the PROJECT directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

- i. Not in any way discriminate against or treat disparately union contractors who choose to participate in the competitive bid process relating to work on the PROJECT, nor discriminate against or treat disparately union members who seek employment on the PROJECT; and
- j. Encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the general contractor engaged by OWNER to construct the PROJECT and any turnaround project which is undertaken as part of or in connection with the PROJECT during the term of the abatement period by ensuring qualified HUB/DBE vendors and contractors are given a timely opportunity to bid on contracts for supplies and services. For purposes of the foregoing:
 - i. A HUB/DBE is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian Indian Americans, women, and individuals with disabilities.
 - ii. A HUB/DBE is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals or, in the case of a publicly-owned business, one that at least 51 percent of the stock of which is controlled by one or more women or Socially and Economically Disadvantaged Individuals.
 - iii. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of Agreement.
 - iv. Only a HUB/DBE with its principal office in the State of Texas will be recognized as a HUB/DBE for purposes of this Agreement. A list of HUB/DBE vendors/suppliers is maintained in the COUNTY office and a list of same is attached hereto as Exhibit D. As to the use of qualified local

and HUB/DBE vendors, suppliers and sub-contractors, OWNER will, at a minimum:

- k. Consult with chambers of commerce, minority business associations, trade associations and other regional economic development organizations to identify local and HUB/DBE vendors, suppliers and sub-contractors;
- l. Notify qualified local and HUB/DBE vendors, suppliers and sub-contractors, allowing sufficient time for effective preparation of bids for the planned work to be sub-contracted or materials, supplies or equipment to be purchased;
- m. Provide qualified local and HUB/DBE vendors, suppliers and sub-contractors who are interested in bidding on a subcontract or contract for materials, supplies, equipment, or the provision of engineering and construction services and labor adequate information regarding the project as early as is practicable in the bidding process in order to allow the HUB/DBE vendors, suppliers and sub-contractors sufficient time to prepare a bid (*i.e.*, plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the general/prime contractor);
- n. Negotiate in good faith with interested qualified local and HUB/DBE vendors, suppliers or sub-contractors, and award sub-contracts or contracts for materials, supplies equipment, or the provision of engineering and construction services and labor to local or HUB/DBE vendors, suppliers or sub-contractors when they are the lowest qualified responsive bidder who meets all of the applicable bid specifications; and
- o. Include a provision in OWNER'S contract with the general/prime contractor on the PROJECT which requires the general/prime contractor to read and comply with the terms of this AGREEMENT. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT. OWNER will contractually cause its general/prime contractor to comply with the requirement of subparagraphs f, i, j, k, l, m, n, and o, and to cooperate with OWNER to comply with subparagraph g, of this Section 5. Upon written request from the County after OWNER signs its EPC agreement with its general/prime contractor ("EPC Agreement"), Owner will provide a redacted copy of the EPC Agreement to include the portions of the EPC Agreement which illustrate compliance with the prior sentence of this paragraph.
- p. Provide access to and authorize the inspection of the Eligible Property by the County's personnel to ensure that the improvements or repairs thereto are made according to the specifications and conditions of this AGREEMENT.

6. VALUE OF ABATEMENT

For each year under this Agreement, the abatement percentage received by OWNER under this AGREEMENT with respect to the value of New Eligible Property, is set forth on attached Exhibit: "Tax Abatement Schedule"

The Abatement during each year covered by this Agreement shall be the value attributable to the Project multiplied by Abatement Schedule, adjusted by the Base Year Value.

7. QUARTERLY MONITORING MEETINGS

With respect to the quarterly monitoring meetings referenced in Section 5(d) above, the County Judge, County Commissioners, or their designee(s) shall be allowed to attend such quarterly monitoring meetings, on the express condition that they execute a confidentiality agreement prepared by OWNER so as to protect confidential information which may be disclosed to them during or as a result of such monitoring meetings. OWNER agrees to reimburse the COUNTY in an amount not to exceed to \$4,000.00 annually for the costs or expenses actually incurred by the COUNTY in monitoring the status of the bidding process every quarter during the construction phase of the PROJECT. OWNER will provide the COUNTY with quarterly reports which detail procurement of services, equipment and labor utilized in construction.

8. TAXABILITY

During the period that this AGREEMENT is effective, taxes shall be payable as follows:

- a. The value of Ineligible Property shall be fully taxable;
- b. The Taxable Value of existing Eligible Property as determined each shall be fully taxable; and
- c. The value of New Eligible Property shall be abated as set forth in Section 6, hereinabove.

9. ADJUSTMENTS TO ABATEMENT FOR BASE YEAR VALUE DECLINE

The Jefferson County Central Appraisal District will establish the certified values of Eligible Property as of January 1, 2023 (year abatement executed) as set forth on attached Exhibit "B," and such values shall be the values used to calculate the Base Year Value as herein defined. If on January 1st of any tax year listed on the "Tax Abatement Schedule" the Taxable Value is less than the Base Year Value, then the abatement of value otherwise available shall be reduced by one dollar for each dollar that the Taxable Value of realty improvements is less than the Base Year Value, except that no such reduction of OWNER's abatement shall be made should any reduction to Taxable Value of OWNER's Eligible Property result from a Force Majeure event.

In the event OWNER reduces its *ad valorem* taxes on personal property otherwise payable to the COUNTY by participating in a foreign trade zone, then the amount of abated value otherwise available shall be reduced by one dollar for each dollar of tax value reduction attributable to special treatment from trade zone participation. The parties hereto stipulate and agree that they have received certified appraisal value for this property, as calculated by the Jefferson County Central Appraisal District.

It is specifically understood and agreed by OWNER that, if at any time during the effective dates of this agreement relating to abatement, OWNER files or prosecutes an action in district court to contest the appraised value of any property of OWNER or OWNER's affiliates within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by the COUNTY to OWNER or its affiliates shall become null and void and cancelled.

10. POLLUTION CONTROL EXEMPTION

The COUNTY understands that OWNER plans (i) to request from the TCEQ a determination under Section 11.31 of the Texas Tax Code that certain property included in the New Eligible Property is pollution control property, and (ii) to apply for an exemption from ad valorem taxes under Section 11.31 of the Texas Tax Code with respect to all or a portion of such property determined by the TCEQ to be pollution control property. The maximum dollar value for equipment that OWNER intends to claim to the TCEQ as exempt from taxation under Section 11.31 is fifteen percent (15%) of cost ("Intended Maximum"), though that number could change as current estimated project costs are refined. It is understood that the COUNTY would not have agreed to this abatement percentages if it were known that the actual exempt property claimed by OWNER would exceed the Intended Maximum. In the event OWNER ultimately obtains an amount in excess of the Intended Maximum in any year of Abatement under this AGREEMENT (such amount the "Exempt Property Excess"), the percentage of abatement described in the "Abatement Schedule" shall be reduced pro rata so as to reimburse the COUNTY for the total decrease in County tax revenue during the abatement period beginning on January 1, 2027 which is expected to result from the Exempt Property Excess. It is understood and agreed that OWNER will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

11. EVENT OF DEFAULT

If either party should default in performing any obligation under this AGREEMENT, the other party shall provide such defaulting party written notice of default and provide the defaulting party with a minimum period of thirty (30) days to cure such default prior to instituting an action for breach or pursuing any other remedy for default, provided however, that, if the default is of such a nature that it cannot, with the exercise of reasonable

diligence, be cured within thirty (30) days, then such party shall not be in default so long as such party has commenced such cure within thirty (30) days after receiving written notice of such default and is diligently prosecuting such cure to completion. Subject to providing such notice of default and the aforesaid opportunity to cure same, the party aggrieved by default shall have the right to terminate this AGREEMENT and to pursue any remedy available at law or in equity, for breach hereof. In addition, if a party (the "Affected Party") shall become unable to timely perform any of its obligations under this AGREEMENT, other than any obligation to pay money, as a consequence of a Force Majeure Event, the Affected Party shall be relieved of such obligation (and such failure to timely perform such obligation shall not constitute a default) to the extent that and for so long as (but only to the extent that and only for so long as) it is unable to timely perform such obligation as a consequence of such Force Majeure Event. A "Force Majeure Event" means any of the following: (a) acts of God, earthquakes, tidal waves, lightning, floods, and storms; (b) explosions and fires; (c) strikes and lockouts; (d) wars, riots, acts of the public enemy, civil disturbances, hostilities, sabotage, blockades, insurrections, terrorism, and epidemics; (e) acts of expropriation, confiscation, nationalization, requisitioning, or other taking; and (f) any other event, condition, or circumstance beyond the reasonable control of the party claiming relief as a consequence thereof; provided, however, that "Force Majeure Event" does not include the inability to make payment or financial distress.

12. RECAPTURE OF TAXES

In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of Section 11 as a result of any event of default by OWNER under such Section 11, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

Notwithstanding any other provisions of this agreement to the contrary, it is distinctly understood between the parties hereto that:

- 1.) For any activity involved in the construction of the improvements contemplated by this agreement, and, unless such vendor, supplier, contractor or service is not available locally; and ,
- 2.) For any constituent good or product incorporated into the construction of the project;

The company must solicit and allow local vendors, contractors, suppliers and companies to bid on the provision of such goods and services from the outset of procurement for same.

FAILURE TO COMPLY WITH THESE PROVISIONS SHALL BE GROUNDS FOR THE JEFFERSON COUNTY COMMISSIONERS COURT, AFTER DUE CONSIDERATION, TO REDUCE THE PERCENTAGES AND YEARS OF THE TAX ABATEMENT. THESE OBLIGATIONS ARE NON-DELEGABLE TO THE PARTIES HERETO AND NONE OF THE OBLIGATIONS MAY BE CONTRACTED AWAY

WITH THE EPC CONTRACTOR OR OTHERS. THE RECIPIENT OF AN ABATEMENT AGREEMENT WILL, IF REQUESTED, PROVIDE THE COMMISSIONERS COURT WITH RELEVANT PORTIONS OF ITS CONTRACT WITH THE EPC THAT REQUIRES FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS OF THE AGREEMENT

13. TERMINATION

OWNER shall have the right to terminate this agreement at any time upon thirty (30) days' written notice to the COUNTY and COUNTY shall have the right of recapture per Provision number 12 above.

14. ASSIGNMENT

OWNER may assign this AGREEMENT, in whole or in part, to a new owner or lessee of the same PROJECT, or a portion thereof, or to an Affiliate of OWNER upon written approval by resolution of the COMMISSIONERS COURT of such assignment, and approval shall not be unreasonably withheld or delayed. It shall not be unreasonable for the COURT to withhold approval if OWNER or the proposed assignee is liable to the COUNTY for outstanding taxes or other obligations.

15. ENTIRE AGREEMENT

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the Parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by the AGREEMENT.

16. SUCCESSORS AND ASSIGNS

This AGREEMENT shall be binding on and inure to the benefit of the parties, their respective successors and assigns. OWNER may not assign all or part of its rights and obligations hereunder without the prior written consent of the COUNTY, which shall not be unreasonably withheld or delayed. It shall not be unreasonable to withhold consent to assignment if OWNER or the proposed assignee(s) is/are delinquent in the payment of any ad valorem taxes.

16. NOTICE

Any notice and/or statement required and permitted to be delivered shall be deemed delivered by depositing same in the United States mail, certified with return receipt requested, postage prepaid, addressed to the appropriate party at the following addresses:

OWNER: Mike Ashton, Manager-Gov't Affairs
1585 Sawdust Road, Suite 300

The Woodlands, Texas 77380

With a copy to: John Johnson
Griffith Moseley Johnson
2901 Turtle Creek Drive, Suite 445
Port Arthur, Texas 77642
jjohnson@gmjinc.com

COUNTY: Hon. Jeff R. Branick, County Judge
Jefferson County Texas
P.O. Box 4025
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

With a copy to: Ms. Kathleen Kennedy, Chief Civil Attorney
Criminal District Attorney
1149 Pearl Street, 3rd Floor
Beaumont, Texas 77701
(409) 835-8550
(409) 835-8573 (facsimile)

Mr. Fred L. Jackson,
First Assistant: Staff Attorney
Jefferson County Courthouse
P. O. Box 4025,
Beaumont, Texas 77704
(409) 835-8466
(409) 839-2311 (facsimile)

17. MERGER

The Parties agree that this AGREEMENT contains all of the terms and conditions of the understanding of the parties relating to the subject matter hereof. All prior negotiations, discussions, correspondence and preliminary understandings between the parties and others relating hereto are superseded by this AGREEMENT.

18. INTERPRETATION

The Parties acknowledge that both have been represented by counsel of their choosing in the negotiation and preparation of the AGREEMENT. Regardless of which party prepared the initial draft of this AGREEMENT, this AGREEMENT shall, in the event of

NATIONAL MUSEUM OF THE U.S. AIR FORCE
INVENTORY REPORT
RCS: HAF-HO(A) 8801

Loan Account Number: SDA0415

03-Jan-24

Catalog Number	Nomenclature	Field Site Location	Value
SD-2000-0155	AIRCRAFT, F-4D, 66-8788	GOLDEN TRIANGE VETERANS MEMORI	\$22,000.00

I certify that the above listed items shown on pages 1 through 1 have been accounted for with any discrepancies so noted.

Signature: JEFFERSON COUNTY, TX

(Historical Property Custodian)

2/7/23

(Date)

JEFF L. BRANICK

Typed or Printed Name

COUNTY JUDGE

Typed or Printed Title



ATTEST [Signature]

DATE 2/14/2024

any dispute over its meaning or application, be interpreted without reference to the principle of construction favoring the party who did not draft the AGREEMENT under construction.

19. APPLICABLE LAW AND VENUE

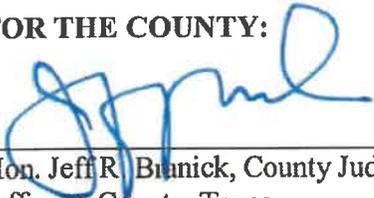
This AGREEMENT is made, and shall be construed and interpreted under the laws of the State of Texas and venue shall lie in Jefferson County, Texas.

20. SEVERABILITY

In the event any provision of this AGREEMENT is illegal, invalid, or unenforceable under present or future laws, then, and in that event, it is the intention of the Parties hereto that the remainder of this AGREEMENT shall not be affected thereby, and it is also the intention of the Parties to this AGREEMENT that in lieu of each clause or provision that is found to be illegal, invalid, or unenforceable, a provision be added to this AGREEMENT which is legal, valid, and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

Executed in duplicate this the 19th day of Sept., 2023.

FOR THE COUNTY:



Hon. Jeff R. Brinick, County Judge
Jefferson County, Texas

FOR OWNER:

Odessa Mann

Odessa Mann (Feb 1, 2024 14:29 CST)

EXHIBIT A “Description of Project”

Trucking Terminal

The project will be the construction and operation of a trucking terminal to facilitate the receipt and distribution of helium assets stored in an underground cavern developed, owned and operated by GTS.

The estimated time to construct the facility is 24 months resulting in an operational startup during 2026. The estimated investment is \$115 million with 10 new permanent full-time and contractor employees and 135 peak construction jobs.

“Tax Abatement Schedule”

Tax Year		Abatement Percentage
1	2027	85%
2	2028	85%
3	2029	85%
4	2030	85%
5	2031	85%
6	2032	85%
7	2033	85%
8	2034	85%
9	2035	85%
10	2036	85%

EXHIBIT B “Base Year Property”

This base year taxable value as certified will be attached, by consent of the parties, when same is calculated and adopted by the Jefferson County Appraisal District.

EXHIBIT C – “Reinvestment Zone Order”

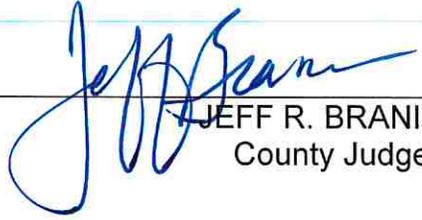
Section 5. The Commissioners Court finds that such improvements are feasible and will benefit the Zone after the expiration of the agreement

Section 6. The Commissioners Court finds that creation of the Zone is likely to contribute to the retention or expansion of primary employment in the area and/or would contribute to attract major investments that would be a benefit to the property and that would contribute to the economic development of the community

Section 7. That this Order shall take effect from and after its passage as the law in such cases provides.



Signed this 19th day of SEPTEMBER, 2023.



JEFF R. BRANICK
County Judge



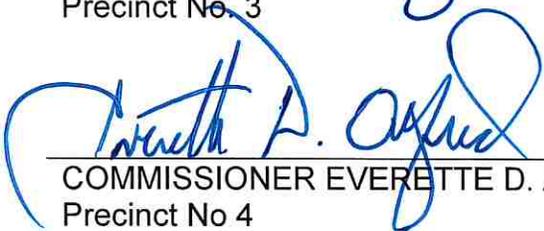
COMMISSIONER VERNON PIERCE
Precinct No. 1



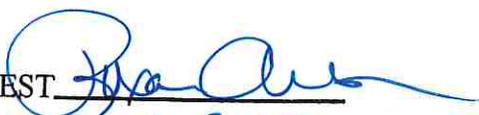
COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



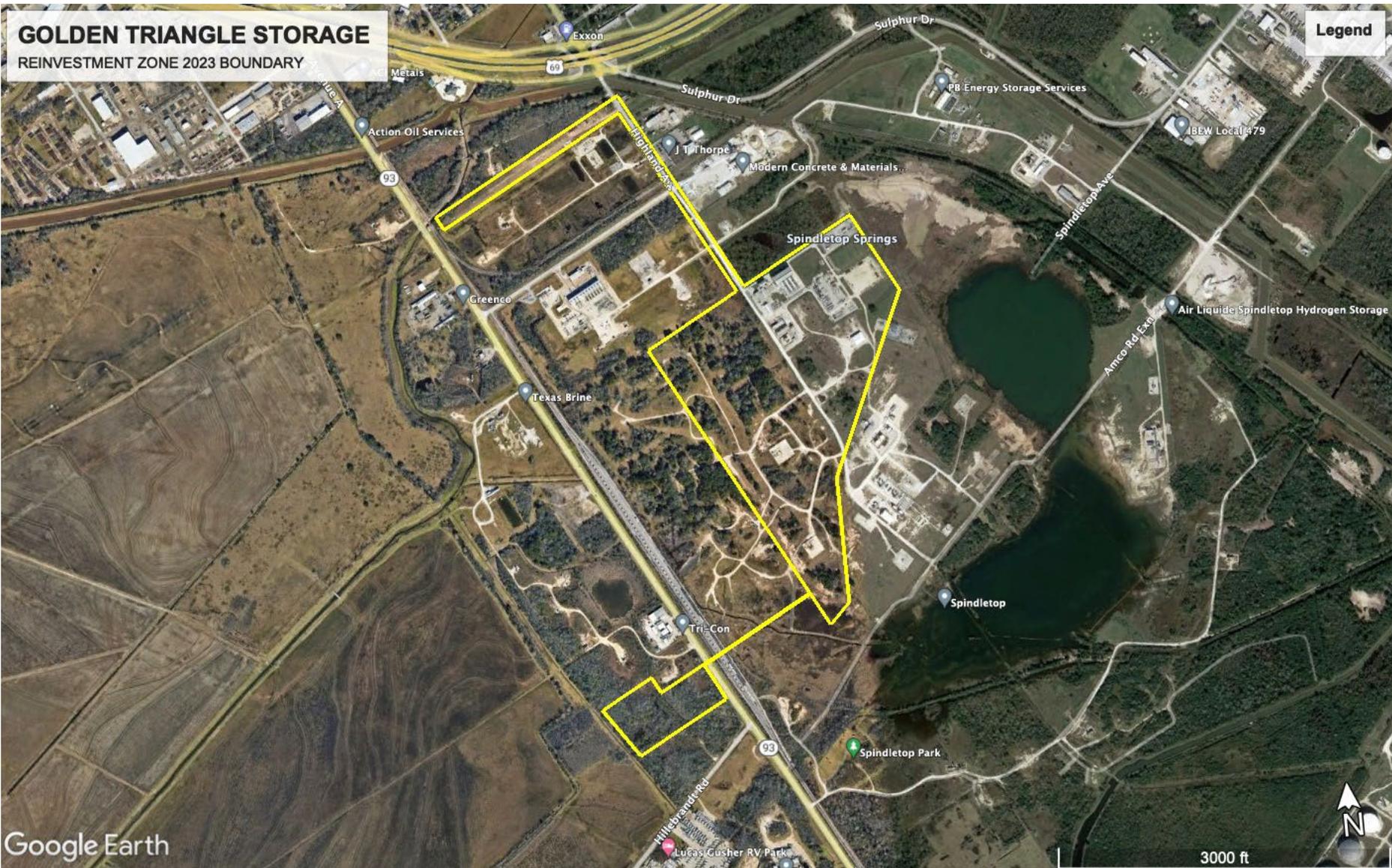
COMMISSIONER EVERETTE D. ALFRED
Precinct No 4

ATTEST 
DATE 9-19-2023

GOLDEN TRIANGLE STORAGE

REINVESTMENT ZONE 2023 BOUNDARY

Legend



Google Earth

3000 ft

GOLDEN TRIANGLE STORAGE 2023 REINVESTMENT ZONE

LATITUDE AND LONGITUDE OF BOUNDARY

OID_	LAT	LONG	LAT_DMS	LONG_DMS
1	30.02577203	-94.07493341	30° 01' 32.77929720"" N	094° 04' 29.76029040"" W
2	30.02382416	-94.0737189	30° 01' 25.76696520"" N	094° 04' 25.38805440"" W
3	30.01934877	-94.07599953	30° 01' 09.65556480"" N	094° 04' 33.59831520"" W
4	30.0162643	-94.07597435	30° 00' 58.55147280"" N	094° 04' 33.50765280"" W
5	30.01575218	-94.07655606	30° 00' 56.70784800"" N	094° 04' 35.60181960"" W
6	30.02289483	-94.08101592	30° 01' 22.42137360"" N	094° 04' 51.65730120"" W
7	30.02415855	-94.07834447	30° 01' 26.97078000"" N	094° 04' 42.04011000"" W
8	30.02879873	-94.08122891	30° 01' 43.67543160"" N	094° 04' 52.42407600"" W
9	30.02632595	-94.08648208	30° 01' 34.77342360"" N	094° 05' 11.33549520"" W
10	30.02665149	-94.08668447	30° 01' 35.94535320"" N	094° 05' 12.06409200"" W
11	30.02912427	-94.08143129	30° 01' 44.84738280"" N	094° 04' 53.15262960"" W
12	30.02922894	-94.08120892	30° 01' 45.22417320"" N	094° 04' 52.35212280"" W
13	30.02426361	-94.07812237	30° 01' 27.34900320"" N	094° 04' 41.24053560"" W
15	30.01654966	-94.07705066	30° 00' 59.57875800"" N	094° 04' 37.38237960"" W
16	30.01504447	-94.08024822	30° 00' 54.16008480"" N	094° 04' 48.89360640"" W
17	30.01417418	-94.07970615	30° 00' 51.02705880"" N	094° 04' 46.94213280"" W
18	30.01295747	-94.08229072	30° 00' 46.64689200"" N	094° 04' 56.24657760"" W
19	30.01416262	-94.08325705	30° 00' 50.98543560"" N	094° 04' 59.72536920"" W
20	30.01485603	-94.08178412	30° 00' 53.48171880"" N	094° 04' 54.42282480"" W
21	30.01446683	-94.08154168	30° 00' 52.08057720"" N	094° 04' 53.55006240"" W
22	30.01506864	-94.08026328	30° 00' 54.24710760"" N	094° 04' 48.94780800"" W
23	30.01657384	-94.07706569	30° 00' 59.66583120"" N	094° 04' 37.43649480"" W

EXHIBIT D – “List of HUB/ DBE Companies”

Property Owner may acknowledge the County has previously provided this.

Minority Business Directory

* Indicates certification as a HUB/DBE has been obtained

Accountants/ Certified Public

ComPRO Tax
Denise White
2720 N. 11th Street
Beaumont, TX 77703
Tel: 409-924-7777
Fax: 409-924-0610
Website: www.comprotax.com

Fedric Zeno, Sr.
ComPRO Tax, Inc.
2905 Laurel Ave.
Beaumont, TX 77703
Tel: 409-832-1099
Fax: 409-832-2108
Home: 409-840-5129
Email: zenoandassociate@aol.com

Gayle Botley
Botley & Associates, CPA's
Tel: 409-833-8757

Joanne Spooner
South Park ComPRO Tax
4390 Highland Avenue
Beaumont, TX 77705
Tel: 409-832-8299
Fax: 409-832-1661
Website: www.comprotax.com

*Stephanie Clark
The Ann Group
2700 Blanchette St. (01)
Tel: 409-813-3696
Fax: 409-813-3404
Email: sclark@theanngroup.com

Mr. Yusuf Muhammad
ComPRO Tax
999 S. 4th St.
Beaumont, TX 77701
Tel: 409-832-3565
Fax: 409-832-2252
Website: www.comprotax.com

Ms. Margaret Bostic
That Too
Tel: 409-842-6966

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Texas Black Pages
P.O. Box 22577
Beaumont, TX 77720
Tel: 409-838-2222
Website: www.texasblackpages.com

Agricultural

Lloyd J. Hebert
Cooperative Extension Program
1295 Pearl St
Beaumont, TX 77701
Tel: 409-835-8461
Cell: 409-351-1331

Air Conditioning Repair

Big-O Air Conditioning & Heating
1370 Lavaca
Beaumont, TX 77705
Tel: 409-833-4817
Cell: 409-656-0827

J&W A/C Heating
Ivory Joe Harris
5465 Emerald Dr.
Beaumont, TX 77705
Tel: 409-842-2389

Jon D. Welch
Coushatta
P.O. Box 13071
Beaumont, TX 77726
Tel: 409-899-2552
Email: jon@coushatta-services.com
Website: www.coushatta-services.com

LanLos Appliance & Air Conditioning Repair
P.O. Box 5513
Beaumont, TX 77726
Tel: 409-724-4101

Villery's
Refrigeration & Air Conditioning Service
Tel: 409-838-2233

Barbecue/ Caterers

Charlie Dean
Dean's Bar-B-Q & Catering
805 Magnolia
Beaumont, TX 77701
Tel: 409-835-7956

Eugene Sam
Tillmans Barbecue Pit
1104 Sherman St
Beaumont, TX 77701
Tel: 409-838-5592

Gerard's Barbecue Diner
3730 Fannett Rd
Beaumont, TX 77705
Tel: 409-842-9135

Jack Patillo Barbecue
2775 Washington Blvd.
Beaumont, TX 77705
Tel: 409-833-3154

Leonard Broussard
Broussard's Bar-B-Q
2930 S. 11th Street
Beaumont, TX 77701
Tel: 409-842-1221

*Mouton's Catering
3845 Washington Blvd
Beaumont, TX 77705
Tel: 409-842-4933

Carpet/ Flooring

*Alton & Michelle Babineaux
Bab's Carpet
4940 Highland Ave.
Beaumont, TX 77705
Tel: 409-833-7484
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Delores Fruge
Power Stretch Carpet
502 S. 4th St.
Beaumont, TX 77701
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Cell1: 409-617-1862
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Fax: 409-833-3230

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Morris and Morris Floor Covering
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Beaumont, TX 77703
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Tel: 409-553-9861

Computer Service & Repair

Chris Martin
601 Woodworth
Port Arthur, TX 77642
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David Leaven / Marcus Frank
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Winnie, TX 77665
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Commercial & Residential Building
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Beaumont, TX 77705
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Paul Buxie
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Perkins brown
Brown Fencing & construction
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Custom Home Design & Building
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RAM Contracting Services
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LG Supplies
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Sina K. Nejad, P.E.
Sigma Engineers, Inc.

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Home Repair & Maintenance

Clinton Ford
Clint's Maintenance and Repairs
8345 Lawrence Drive
Beaumont, TX 77708
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Industrial Consultant

B.D. Belvin and Assoc.

Consulting Business Development
9692 Westhiemer Rd., Suite 83
Houston, TX 77063
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Email: david@bdbelvin.com
Website: www.bdbelvin.com

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Lora Brooks Francis
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EdwardJones
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Toll Free1: 888-368-2620
Toll Free2: 888-898-7188
Website: www.edwardjones.com

Lawn Care

Ava S. Hamilton
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P.O. Box 22855
Tel1: 409-866-9399
Tel2: 409-651-9955
Tel3: 409-651-9954

*Michael Alfred
The Garden of Gethsemane
Tel: 409-842-2773

Logistic

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Beaumont, TX 77720
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Email: kenny.tims@ktmaintenance.com

Misc.

Clarence C. Jones
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Tel: 409-833-4535

Delois Roy
Art World
Tel: 409-892-7638

J.M. Kaufman
J.M. Kaufman Materials Co.
Tel: 409-985-4906

James Holmes
James Holmes Enterprises, Inc.
Tel: 409-842-3685

*Toni Prados
Area Impressions Caps & T's
Tel: 409-833-4561
Email: bprados@swbell.net

Office Supply

Howard Giron
Select Business Products
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Beaumont, TX 77720
Tel: 409-866-3224
Fax: 409-866-1401

Pest Control

Colton (Bubba) Moore, Owner
Moore Superior Pest Control, Inc.
Tel: 409-899-1799

Petroleum Testing/Marine Barge/Ship Inspection

* Tiffany Liepke, President
Chemical and Petrochemical Inspections L.P.
5300 39th Street – P.O. Box 387
Groves, TX 77619
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Mobile: 409-460-0484
Email: liepke@cpilaboratory.com
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2906 Roberts St.
Beaumont, TX 77701
Tel: 409-842-3903

Sonny Perkins
Sonny's Video
2290 Morrison
Beaumont, TX 77701
Tel: 409-832-9380

Plumbing

A.J.
Martha's Sewage and Drainage Service
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Beaumont, TX 77701
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Charles chevis
Joe Simon Plumbing & Heating
Tel: 409-842-0490

News/ Media/ Publications

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KFDM 6 & WB 10 KWBB
P.O. Box 7128
Beaumont, TX 77726-7128
Tel: 409-895-4661
Fax: 409-892-7305
Email: angels@kfdm.com

Helen Hunter Tubbs

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P.O. Box 41203
Beaumont, TX 77725
Tel: 409-832-3494
Fax: 409-832-6171

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Fax: 409-833-9470

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Charles Trucking
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Mirror Shine & Shoe Repair
657 Park
Beaumont, TX 77701
Tel: 409-835-5722

Exhibit "E"

Jefferson County Abatement Policy

It is understood and agreed that all abatement agreements granted herein shall conform to this abatement policy and to the Texas Tax Code.



JEFFERSON COUNTY AMENDED UNIFORM TAX ABATEMENT POLICY-2022

ADMONITORY PROVISIONS

The final determination of value to be abated is vested with the Jefferson County Central Appraisal District (JCCAD), an agency autonomous from Jefferson County. The Procedures used by JCCAD are attached as Exhibit "A" and incorporated and adopted in this Abatement Policy for all purposes. These provisions are illustrative only and shall not limit the Appraisal District in making determinations in any manner otherwise allowed by law.

Businesses applying for tax abatement with the County are advised that any agreement with the County applies only to taxes assessed by Jefferson County. Any abatement agreement with other taxing entities must be negotiated directly with such entities. In addition, each individual or business receiving an abatement retains the responsibility for annually applying to the Jefferson County Appraisal District for recognition and implementation of such abatement agreement.

STATEMENT OF PURPOSE

SECTION I

(a) The Commissioners Court of Jefferson County, Texas adopts this tax abatement policy to provide incentives to the owner of real property, who proposes a Project to develop, redevelop or improve eligible facilities. The incentives will consist of a limited special exemption from certain taxes provided that the Owner agrees to accept and abide by this Policy and provided that the real property is located in a lawfully created Reinvestment or Enterprise Zone.

(b) This policy is intended to improve the quality of life in economically depressed areas and throughout the County by stimulating industrial development, and job creation and retention provided that the taxable value of the property of the owner is not adversely affected.

DEFINITIONS

SECTION II

(a) **"Abatement"** means the full or partial exemption from ad valorem taxes of certain real property values in a reinvestment or enterprise zone designated by the County for economic development purposes.

(b) **“Affiliate”** means any specified person or entity means any other person or entity which, directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with such specified person or entity. For purposes of this definition, the term “control” (including the terms “controlled by” and “under common control with”) means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.

(c) **“Agreement”** means a contractual agreement between a property owner and/or lessee and the County.

(d) **“Base Year”** means the calendar year in which the abatement contract is executed (signed).

(e) **“Bulk Buys”** include but are not limited to material which is purchased in the early phase of the project. This material includes commodity and special order items that may have long lead times due to fabrication timeframe or by the significant size of the order(s). The county recognizes "Bulk Buys" historically represent a significant percentage of the material purchase for a project.

(f) **“Deferred Maintenance”** means improvements necessary for continued operation which that do not improve productivity, or alter the process technology, reduce pollution or conserve resources.

(g) **“Distribution Center”** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Jefferson County.

(h) **“Eligible Facilities”** or “Eligible Projects” means new, expanded or modernized buildings and structures, as defined in the Texas Property Tax Code, including fixed machinery and equipment, which is reasonably likely as a result of granting abatement to contribute to the retention or expansion of primary employment or to attract major investment in the reinvestment or enterprise zone that would be a benefit to the property and that would contribute to the economic development within the County, but does not include facilities which are intended primarily to provide goods or services to residents or existing businesses located in the County such as, but not limited to, restaurants and retail sales establishments. Eligible facilities may include, but shall not be limited to, industrial buildings and warehouses. Eligible facilities may also include facilities designed to serve a regional population greater than the County for medical, scientific, recreational or other purposes.

(i) **“Eligible Property”** means realty improvements, the on-site buildings, structures, fixed machinery and equipment, storage tanks, process units (including all integral components necessary for operations), site improvements, and infrastructure included in the PROJECT, and the permanent office space and related fixed improvements necessary to the operation and administration of the PROJECT, as defined in the Tax Code, but does not include personal property.

(j) **"Expansion"** means the addition of buildings, structures, machinery, tangible personal property, equipment, payroll or other taxable value for purposes of increasing production capacity.

(k) **"Field Buys"** include but are not limited to the procurement of material that is conducted by the project procurement team which is typically located on site throughout the duration of the project.

(l) **"Modernization"** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, equipment, pollution control devices or resource conservation equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(m) **"Facility"** means property improvements completed or in the process of construction which together comprise an integral whole.

(n) **"New Facility"** means a property previously undeveloped which is placed into service by means other than in conjunction with Expansion or Modernization.

(o) **"Productive Life"** means the number of years a property improvement is expected to be in service in a facility.

WHEN ABATEMENT AUTHORIZED

SECTION III

(a) **Eligible Facilities.** Upon application, Eligible Facilities shall be considered for tax abatement as hereinafter provided.

(b) **Creation of New Value.** Abatement may only be granted for the creation of additional value to eligible facilities made subsequent to and specified in an abatement agreement between the County and the property owner or lessee, subject to such limitations as the County may require. Under no circumstances will abatements be considered or granted once construction on a facility or project has begun.

(c) **New and Existing Facilities.** Abatement may be granted for new facilities and improvements to existing facilities for purposes of modernization or expansion.

(d) **Eligible Property.** Abatement may be extended to the increase in value of buildings, structures, fixed machinery and equipment, site improvements, and related fixed improvements necessary to the operation and administration of the facility.

(e) **Ineligible Property.** The following types of property shall be fully taxable and ineligible for tax abatement: land, supplies, inventory, vehicles, vessels, housing,

improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; deferred maintenance, property to be rented or leased (except as provided in Section III(f), property which has a productive life of less than ten years, or any other property for which abatement is not allowed by state law.

(f) **Owned/Leased Facilities.** If a leased facility is granted abatement, both the owner/lessor and the lessee shall be parties to the abatement contract with the County.

(g) **Economic Qualification.** In order for an Eligible Facility to receive tax abatement the planned improvement:

(1) Must create an increased appraised ad valorem tax value based upon the Jefferson County Central Appraisal District's assessment of the eligible property; and

(2) Must prevent the loss of payroll or retain, increase or create payroll (full-time employment) on a permanent basis in the County.

(3) Must not have the effect of displacing workers or transferring employment from one part of the County to another.

(4) Must demonstrate **by an independent economic impact analysis** that the local economic benefit will be substantially in excess of the amount of anticipated foregone tax revenues resulting from the abatement.

Factors Considered By County In Considering Abatement Requests

Section IV

(a) **Standards For Tax Abatement.** The following non-exclusive factors may be considered in determining whether to grant tax abatements for an Eligible Facility or Project, and if so, the percentage of value to be abated and the duration of the tax abatement:

(1) Existing improvements, if any;

(2) Type and value of proposed improvements;

(3) Productive life of proposed improvements;

(4) Number of existing jobs to be retained by proposed improvements;

(5) Number and types of new jobs to be created by proposed improvements;

(6) The extent to which new jobs to be created will be filled by persons who are economically disadvantaged, including residents of a Reinvestment or Enterprise Zone;

(7) The extent to which local labor, local subcontractors and local vendors and suppliers will be used in the construction phase of the project;

(8) The amount of local taxes to be generated directly. In this regard it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases. By way of clarification Owner will enter into a Separate Contract as defined in 34 Texas Administrative Code 3.291 (a) (13) with an EPC contractor (EPC) for the construction of the new plant facility to be located at the in Jefferson County Texas.

Owner will obtain a Texas Direct Payment Permit (DPP) and issue a DPP exemption certificate in lieu of sales tax to EPC. Owner will remit use taxes on taxable purchases made for use in the Project directly to the state of Texas on its monthly Texas Direct Payment Return for both state and county taxes at the applicable rates. The State of Texas collects Limited, Sales, Excise and Use Taxes for both the state and local tax jurisdictions. The state is responsible for distributing the local taxes it collected to the applicable local jurisdiction.

(9) The amount the property tax base valuation will be increased during term of abatement and after abatement;

(10) The amount of economic impact the Eligible Facility will provide to the local community;

(11) The costs to be incurred by the County to provide facilities or services directly resulting from the new improvements;

(12) The amount of ad valorem taxes to be paid to the County during the abatement period considering (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period;

(13) The population growth of the County projected to occur directly as a result of new improvements;

(14) The types and values of public improvements, if any, to be made by the applicant seeking abatement;

(15) Whether the proposed improvements compete with existing businesses to the detriment of the local economy;

(16) The impact of the proposed project on the business opportunities of existing businesses;

(17) The attraction of other new businesses to the area as a result of the project;

(18) The overall compatibility with the zoning ordinances and comprehensive plan for the area;

(19) Whether the project is environmentally compatible with no negative impact on quality of life perceptions; each application for tax abatement shall be reviewed on its merits utilizing the factors provided above. After such review, abatement may be denied entirely or may be granted to the extent deemed appropriate after full evaluation.

(b) **Local Employment.** For purposes of evaluating compliance, Local labor is defined as those laborers or skilled craftsmen who are residents and domiciliaries of the nine county region comprised of Jefferson, Orange, Hardin, Jasper, Newton, Liberty, Tyler and Chambers counties, as well as the Bolivar Peninsula area of Galveston County. Local vendors and suppliers shall include only those located or having a principal office in Jefferson County. Local Subcontractors shall include only those located or having a principal office in Jefferson County.

Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, vendors, contractors and labor, except where not reasonably possible to do so without significant added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception, cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that is a legal and moral obligation of persons receiving property tax abatement to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. In the event of breach of the "buy-local" provision, the percentage of abatement shall be proportionately reduced in an amount equal to the amount the disqualified contract bears to the total construction cost for the project.

(c) Each recipient of a property tax abatement must also provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and pre-bid meetings must be held between the owner and potential local bidders and suppliers of services and materials. . In this regard, each recipient of an abatement will provide sufficient notice and information regarding the project to qualified contractors and suppliers to enable them to submit bids in the early procurement processes for materials, including but not limited to Bulk Buys.

(d) **Historically Underutilized Businesses/Disadvantaged Business Enterprises.** The County will also strongly consider the extent to which the project will encourage and promote the utilization of Historically Underutilized Businesses (HUBs) (also known as Disadvantaged Business Enterprises, or DBEs) by the owner and general contractor by ensuring that qualified HUB vendors and contractors are given an opportunity to bid on all contracts.

1. A Historically Underutilized Business (HUB) is a business owned or controlled by Socially and Economically Disadvantaged Individuals as defined by all applicable federal or state laws and local policies, including Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans, women and individuals with disabilities. A HUB is one that is at least 51 percent owned or controlled by one or more women or Socially and Economically Disadvantaged Individuals who actively participate in the conduct of the business or, in the case of a publicly owned business, one in which at least 51 percent of the stock is controlled by one or more women or Socially and Economically Disadvantaged Individuals. A business that has been certified as a HUB/DBE by an agency of the federal government or the State of Texas is presumed to be a HUB/DBE for purposes of this policy. Only a HUB/DBE with its

principal office in Jefferson, Hardin, and Orange, County will be recognized as a HUB/DBE for purposes of this policy. Jefferson County will supply a Minority Business Directory to each applicant.

2. The County will require that each abatement contract between itself and any individual or entity seeking the abatement of ad valorem taxes contain a provision requiring the owner, on at least a quarterly basis, and at owner's cost, to allow the full examination by County or its designated representative(s) of all documents necessary for County to assure that best efforts have been used by owner to utilize local labor, subcontractors, vendors, suppliers and HUB's/DBE's. The County will also require that such contracts contain provisions binding the engineering/construction firms utilized as general contractors on the Project to the terms of the abatement contract.

(e) **Denial of Abatement.** Neither a reinvestment or enterprise zone nor abatement agreement shall be authorized if it is determined that:

(1) There would be a substantial adverse affect on the provision of government service or tax base;

(2) The applicant has insufficient financial capacity;

(3) Planned or potential use of the property would constitute a substantial hazard to public safety, health or morals;

(4) The project would cause a violation of state or federal laws; or

(5) For any other reason deemed appropriate by the County including the pendency of litigation between the individual or entity requesting the creation of the reinvestment or enterprise zone and the County.

(f) **"Taxability"** From the execution of the abatement agreement to the end of the agreement period, taxes shall be payable as follows:

(1) The value of ineligible property shall be fully taxable; and

(2) The base year value of existing eligible property as determined each year shall be fully taxable.

APPLICATION PROCESS

SECTION V

(a) Any present owner, potential owner or Lessee of taxable property in the County may request the creation of a reinvestment or enterprise zone and tax abatement by filing a written request with the County Judge.

(b) The application shall consist of a completed application form which shall provide detailed information on the items described herein; a map and property description with specific metes and bounds **which includes GPS coordinates (pursuant to a directive from**

the Comptroller's Office); a time schedule for undertaking and completing the planned improvements. In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application. The application form may require such financial and other information as may be deemed appropriate for evaluating the financial capacity and other factors of the applicant. The County shall also require a non-refundable application fee in the amount of \$1,000.00 to be submitted with the application.

(c) Prior to the adoption of an ordinance order designating a reinvestment or application by the County for designation of an enterprise zone, the County shall: (1) give written notice to the presiding officer of the governing body of each taxing unit in which the property to be subject to the agreement is located not later than thirtieth (30th) day before the public hearing; and (2) publish notice of a public hearing in a newspaper of general circulation within such taxing jurisdiction not later than the seventh (30thth) day before the public hearing. Before acting upon the application, the County shall, through public hearing, afford the applicant and the designated representative of any governing body referenced hereinabove opportunity to show cause why the abatement should or should not be granted.

(d) The County shall make every reasonable effort to either approve or disapprove the application for tax abatement within forty-five (45) days after receipt of the application. The County shall notify the applicant of approval or disapproval.

(e) The County shall not establish a reinvestment or enterprise zone or enter into an abatement agreement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation or improvements related to a proposed modernization, expansion or new facility.

(f) Information that is provided to the County in connection with an application or request for tax abatement and that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which a tax abatement agreement is requested is confidential and not subject to public disclosure pursuant to the Texas Public Information Act until the tax abatement agreement is executed. That information in the possession of a taxing unit after the agreement is executed is not confidential and is subject to disclosure.

AGREEMENT

SECTION VI

(a) Not later than the thirtieth (30TH) day before the date on which the County enters into the abatement agreement, the County shall deliver to the presiding officer of the governing body of each other taxing unit in which the property is located a written notice that the County intends to enter into the agreement. The notice shall include a copy of the prepared agreement.

(b) The County shall formally pass a resolution and execute an agreement with the owner of the facility and lessee, as the case may be, which shall include at least the following terms:

- (1) Estimated value to be abated and the base year value;
- (2) Percent of value to be abated each year;
- (3) The commencement date and the termination date of abatement;
- (4) The proposed use of the facility, nature of construction, time schedule, map, property description and improvement list;
- (5) Contractual obligations in the event of default, violation of terms or conditions, delinquent taxes, or assignment;
- (6) Provision for access to and authorization for inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
- (7) Limitations on the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;
- (8) Provision for recapturing property tax revenue lost as a result of the agreement if the owner of the property fails to make the improvements or repairs as provided by the agreement;
- (9) Provision that all permanent jobs be registered with the Texas Workforce Commission and that all contractors shall give preference to and to seek qualified workers through the Texas Workforce Commission.
- (10) Contain each and every term agreed to by the owner of the property;
- (11) Requirement that the owner or lessee of the property certify annually to the governing body of each taxing unit that the owner or lessee is in compliance with each applicable term of the agreement; and
- (12) All terms required by Texas Tax Code §312.205, as amended; Such agreement shall normally be executed within sixty (60) days after the applicant has forwarded all necessary information and documentation to the County.

RECAPTURE

SECTION VII

(a) In the event that the company, owner's or individual (1) allows its ad valorem taxes owed the County to become delinquent and fails to timely and properly follow the legal procedures for their protest and/or contest; or (2) violates any of the terms and conditions of the abatement agreement; and fails to cure during the cure period, or discontinues production the agreement then may be terminated and all taxes previously abated by virtue of the agreement will be recaptured and paid within thirty (30) days of the termination.

(b) Should the County determine that the company or individual is in default according to the terms and conditions of its agreement, the County shall notify the company or individual of such default in writing at the address stated in the agreement; and if such is not cured within thirty (30) days from the date of such notice ("Cure Period"), then the agreement may be terminated. Alternatively, County may, as a penalty for default or non-compliance with the provisions of an abatement contract, reduce the term of the abatement period and/or the annual percentage abatements available thereunder.

(c) Payment in Lieu of Taxes: If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the County that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which payment is due.

(d) By this, it is understood and agreed that if the party granted this abatement avails itself of a Foreign Trade Zone exemption, the abated value subject to this contract will be reduced dollar for dollar and taxed.

(e) It is specifically understood and agreed by the Owner, Owners Affiliates, or Joint Venture that, if at any time during the effective dates of an agreement relating to abatement, the Owner, Affiliates, or Joint Venture files or prosecutes an action to contest the appraised value of any property of the Owner, Owner's Affiliates, or Joint Venture within Jefferson County for unequal appraisal or revision thereof pursuant to Sec. 42.26, Texas Tax Code, any and all abatements granted by County to Owner, Owner's Affiliates, or Joint Venture shall become null and void and cancelled.

ADMINISTRATION

SECTION VIII

(a) The Chief Appraiser of the Jefferson Central Appraisal District will annually determine an assessment of the real and personal property subject to each abatement agreement. Each year, the company or individual receiving abatement shall furnish the appraiser with such information as may be necessary to determine compliance with the abatement agreement. Once value has been established, the Chief Appraiser will notify the County of the amount of the assessment.

(b) The abatement agreement shall stipulate that employees and/or designated representatives of the County will have access to the facility during the term of the abatement to inspect the facility to determine if the terms and conditions of the agreement are being met. Inspections will only be conducted in such manner as to not unreasonably interfere with the construction and/or operation of the facility. All inspections will be made with one or more representative of the company or individual and in accordance with its safety standards.

(c) In the event the COUNTY terminates this AGREEMENT pursuant to the provisions of the executed abatement agreement, as a result of any event of default by OWNER, including, for the avoidance of doubt, if OWNER fails to make the improvements to the Eligible Property as provided by this AGREEMENT, the COUNTY shall be entitled to recapture and be paid all taxes previously abated by virtue of this AGREEMENT within thirty (30) days of the termination, together with all penalties and interest required by the Texas Property Tax Code.

(d) During the course of construction of the Project, Owner and its general contractor and/or subcontractors shall, on at least a quarterly basis, file a written report with and/or meet with designated County representatives for an onsite inspection to assure compliance with the terms of the abatement agreement. Owner will file quarterly reports that detail which persons, firms or entities supplied materials or labor utilized in the construction of the Project and the amounts expended for same and detailing which was purchased locally or otherwise. Owner shall be responsible to County for the payment of costs associated with such monitoring. In the event it is determined that Owner or its contractors have failed to comply with the terms of the abatement agreement, then County may terminate the abatement agreement or, in County's discretion, reduce the duration or annual percentages of such abatement.

(e) During construction, the Applicant shall maintain appropriate records of the employees affected by this abatement, including but not limited to, proof of employees' legal residence, proof of immigration-resident status, and, if applicable, such other documentation that may be required to document compliance with the Agreement

(f) The Chief Appraiser of the Jefferson Central Appraisal District shall timely file with the Texas Department of Economic Development and the State Property Tax Assistance Division all information required by the Tax Code.

(g) All requirements of the Abatement Agreement shall apply to Applicant's contractors/subcontractors and Applicant shall ensure that they abide by the terms of the Agreement.

AGREEMENT

SECTION IX

Abatement may be transferred, assumed and assigned in whole or in part by the holder to a new owner or lessee of the same facility upon the approval by resolution of the Commissioners' Court; subject to the financial capacity of the assignee and provided that all conditions and obligations in the abatement agreement are guaranteed. No assignment or transfer shall be approved if the parties to the existing agreement, the new owner or new lessee are liable to any jurisdiction for outstanding taxes or other obligations. Approval shall not be unreasonably withheld. As a condition of transfer, an assignment fee of \$10,000.00 may be required, with the maximum fee being \$10,000.00

SUNSET PROVISION

SECTION X

These guidelines and criteria are effective upon the date of their adoption and will remain in force for two years, unless amended by three-quarters of the Commissioners' Court at which time all reinvestment and enterprise zones and tax abatement agreements created pursuant to these provisions will be reviewed to determine whether

the goals have been achieved. Based on that review, the guidelines and criteria may be modified, renewed or eliminated.

DISCRETION OF THE COUNTY

SECTION XI

The adoption of these guidelines and criteria by the County does not:

- (1) Limit the discretion of the County to decide whether to enter into a specific tax abatement agreement;
- (2) Limit the discretion of the County to delegate to its employees the authority to determine whether or not the County should consider a particular application or request for tax abatement; or
- (3) Create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

QUESTIONS TO BE ANSWERED IN ORDER TO DEVELOP AN APPLICATION AND ECONOMIC IMPACT STATEMENT FOR VALUE ADDED TAX ABATEMENTS IN JEFFERSON COUNTY

General:

Jefferson County will provide a representative to assist in preparation and presentation of all documents and to guide them through the abatement process.

Opening Paragraph:

The application should include a summary statement about the company and its operations. This information can come from an annual report, corporate 10K or other document provided by the company. (Please include these documents with this questionnaire.)

Economic Impact Analysis:

The application must include the attachment of an independently prepared economic impact analysis of the proposed facility as it impacts the local economy detailing the information referred in Section III herein.

Maps and Plats

Provide maps, plats, and drawings necessary to establish the location of the improvements and their relationships to the boundaries of cities, ETJ's, and reinvestment or enterprise zone boundaries.

Questions to be Answered

(1) Is your project within a city limit? _____. Name of City

(2) Is your project within an ETJ? Name of City ETJ

(3) Is your project within an Enterprise or Reinvestment Zone? Which?

(4) Will you own the realty or lease the realty?

(5) Present Appraisal District value of land and any EXISTING improvements owned by the

OWNER:

(Answer this question based on Appraisal District records for the specific site you select.)

Cost of Land (If you are purchasing): \$_____

Number of Acres: _____ or Square Feet: _____

(6) Type and value of proposed improvements: (In this answer list the specific amount of investment that will be expended for the entire project for which you seek abatement.)

Type of construction:

(Tiltwall, Build-Out of Existing Facility, Etc.)

Value of Construction:

Value of Equipment:

Value of Pollution Control Devices: It is understood and agreed that Applicant. will not seek a tax exemption for any equipment or portion of the facility which merely reduces the pollution characteristics of the finished product produced by the facility and that an exemption will only be sought for equipment and technology utilized to reduce pollution at or around the facility.

(7) Productive life of proposed improvements: _____ years, or term of initial lease: _____

(8) Number of existing jobs to be retained by proposed improvements: _____
(Answer only if the location is already in or near Jefferson County and now employs Jefferson residents.)

(9) Number and types of new jobs to be created by proposed improvements: _____
Include in this answer the number of Jefferson County residents that will be employed.

(10) Amount of Annual local payroll to be created: _____.

(11) What percentage and type of jobs to be created will Jefferson residents have the opportunity to fill? _____

(12) Amount property tax base valuation will be increased:

During term of abatement: _____

After term of abatement: _____

(13) The costs to be incurred by local government to provide facilities or services directly resulting from the new improvements: _____

(Explain any costs for development or depletion of infrastructure the city is being asked to absorb, if any.)

(14) The amount of ad valorem taxes to be paid to the county during the abatement period considering: (a) the existing values; (b) the percentage of new value abated; (c) the abatement period; and (d) the value after expiration of the abatement period.

(15) The population growth of the county that will occur directly as a result of new improvements: _____

(If you relocate to Jefferson County, how many of your employees do you anticipate to relocate?)

(16) The types and values of public improvements, if any, to be made by applicant seeking abatement:

(List any facilities from which the public might benefit.)

(17) Do the proposed improvements compete with existing businesses to the detriment of the local economy:

(18) The impact on the business opportunities of existing businesses:

(Are there possibilities for local businesses to become suppliers? Any new retail opportunities? If you have previously conducted business within Jefferson County, please provide a list of any and all local/non-local HUB/DBE companies with whom you have worked and the extent of that work relationship)

(19) The attraction of other new businesses to the area:

(Will any of your suppliers, customers, parent, or sister companies relocate because of your relocation?)

(20) The overall compatibility with the zoning ordinances and comprehensive plan for the area:

(21) Describe, including the estimated value, all pollution control devices and other improvements for which you intend to seek TNRC exemption from taxation:

(22) Describe methods/procedures you (and any procurement personnel) will use to provide bidding information to local contractors, manufacturers and labor to allow them to have sufficient information and time to submit their bids and attend pre-bid meetings to enable them to submit bids in all stages of the procurement process, including but not limited to "bulk buys." For further clarification, "local" is intended to mean entities that maintain their primary business office (where company policies, financial decisions and management decisions are made) in Jefferson County.

NOTE: Failure to accurately disclose exempted property may result in a total default under the Abatement Contract, resulting in recapture of previously abated taxes and forfeiture of future abatement.

EXHIBIT "F" - AFFILIATES OF OWNER

01/30/2024

Application Date

01-OW-24

Permit Number

N/A

State Permit Number
(If Applicable)

4

Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Texas Eastern Transmission, LP Phone Number: (972)741-9280

Business Address: 915 Eldridge Parkway, Suite 1100, Houston TX 77079

Local Representative: Dominic Volpe

Description of Work/Type/Location: Mbel-Vido DOT Pipeline Replacement

Description of Route: See attached Exhibit "A" Dawn Drive , McGee, Glennbrook, Gauling Rd.

Bond Number: BDTO-400105-024 Bond Amount: \$400k

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Texas Eastern Transmission, LP
Business Name

915 Eldridge Parkway, Suite 1100,
Mailing Address
Houston TX 77079

Thomas V. Whooden Jr., VP of GTM
Engineering and Asset Management
Representative Name and Title

Thomas V. Whooden Jr. 11/25/24
Representative Signature and Date

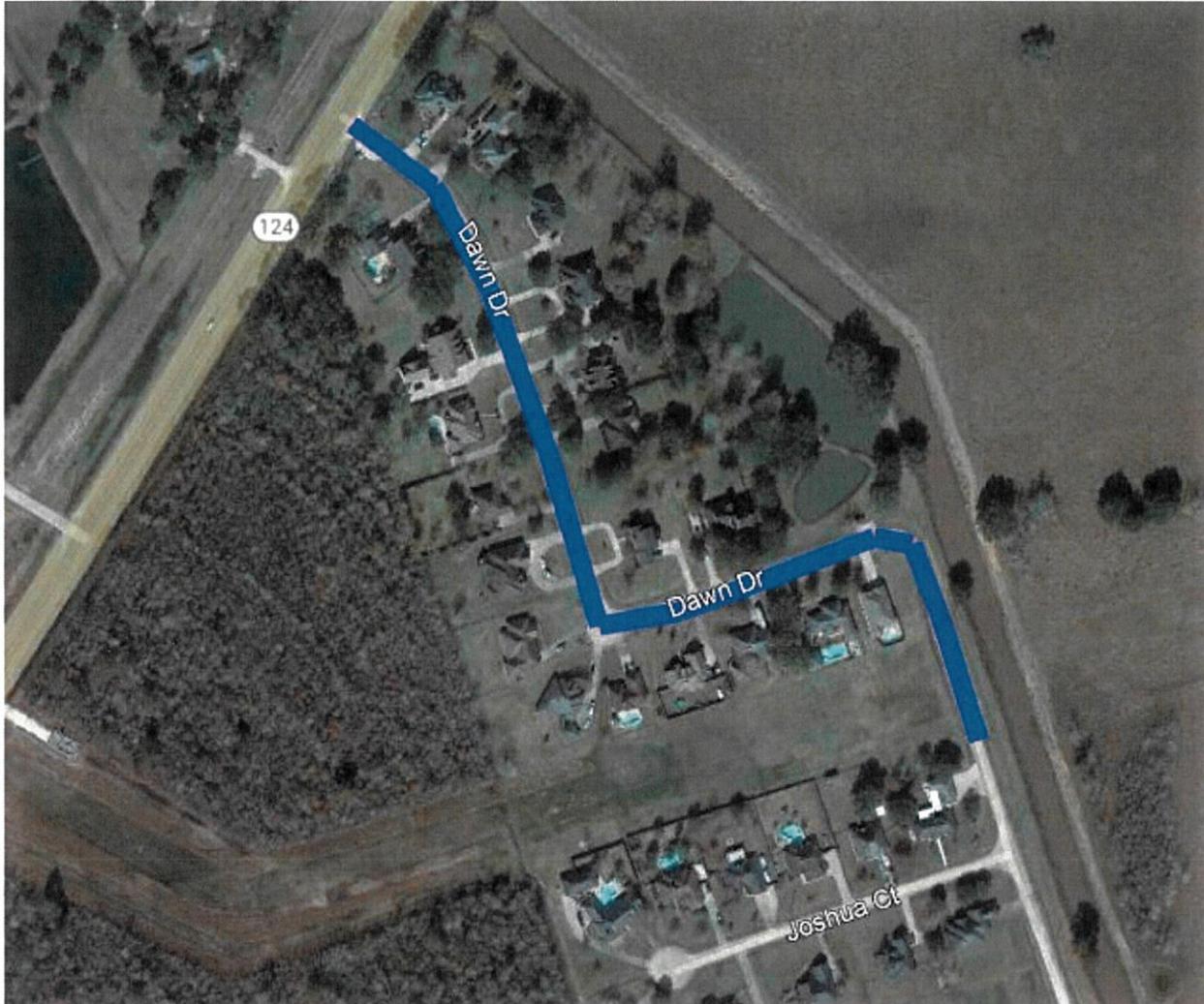
Jefferson County
Michael J. [Signature]
County Engineer

Milton Zachary
Precinct Superintendent
Milton Zachary

[Signature]
Engineering Specialist
Ernest Clement

Exhibit "A"

Dawn Drive- .36 Miles. Both Directions. From TX 124 south to past our easement.



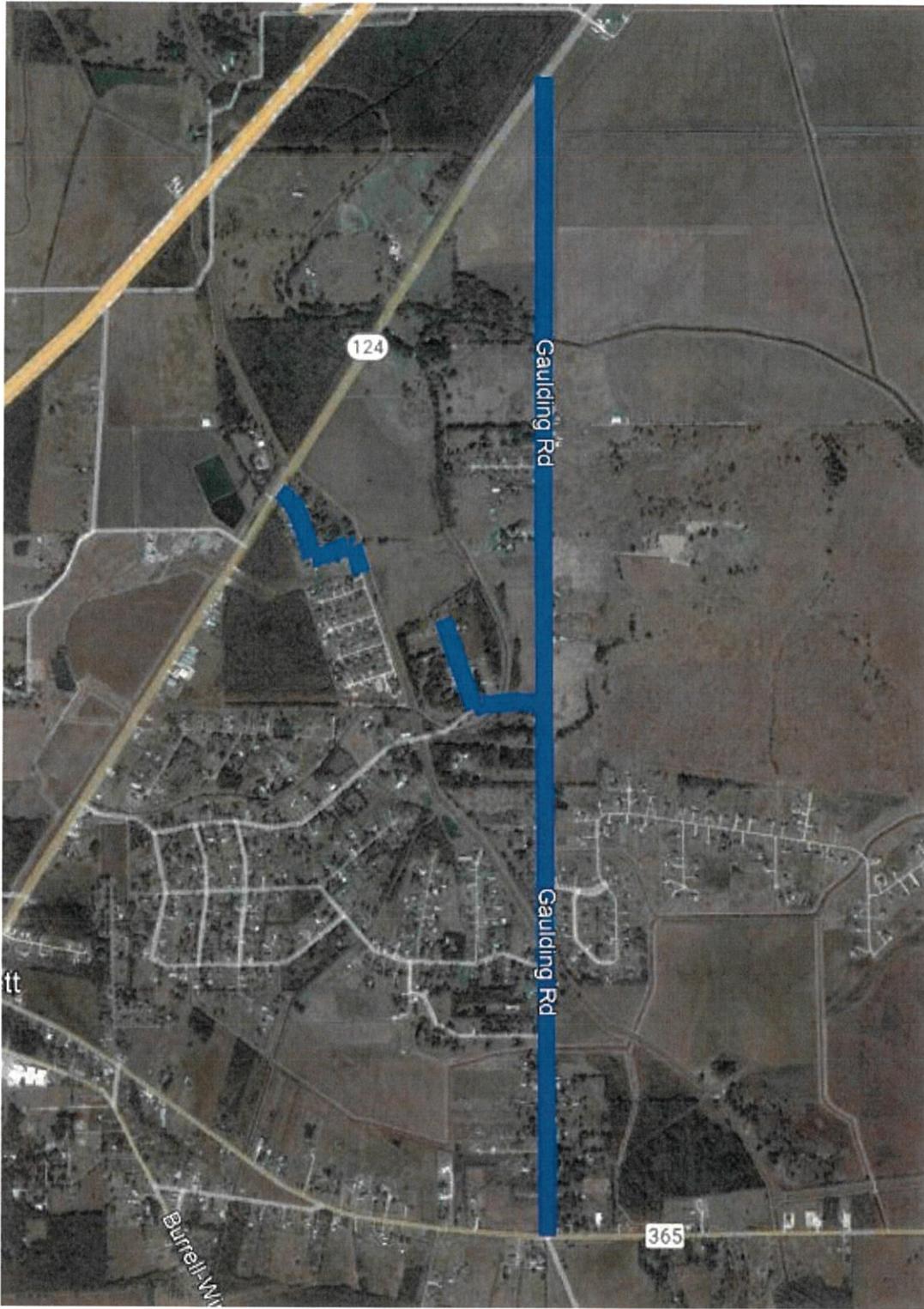
McGee Lane- .23 Miles. Both Directions. From Glenbrook Drive North to cul-de-sac.



Glenbrook Drive- .18 Miles. From Gauling Road to McGee Lane. Both Directions.



Gauling Road- 2.89 Miles. From TX 124 to Glenbrook Drive. Both directions



3.66 Miles=\$400,000k bond/ \$100k mile



LIBERTY MUTUAL INSURANCE COMPANY

175 Berkeley Street, Boston, Massachusetts 02116

License and/or Permit Bond
Bond Number: BDTO-400105-024

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 Four Hundred Thousand & 00/100 Dollars (\$400,000.00), 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, Road Use Agreement for Mbel-Vido DOT Replacement Project at a site located on Dawn Drive and Gauling Road in Precinct 4 Jefferson County, TX.

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 5, 2024

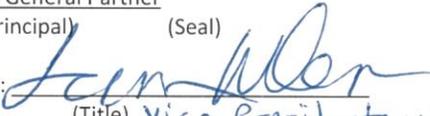
Signed, Sealed and dated this 23rd day of January, 2024.

Texas Eastern Transmission, LP

By: Spectra Energy Transmission Services, LLC

Its General Partner

(Principal) (Seal)

By: 

(Title) Vice President, us operations

Liberty Mutual Insurance Company

(Surety)

By: 

Racquel Balisa, Attorney-In-Fact



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, 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, 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, wherever 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 23rd day of January, 2024.



By: Renee C. Llewellyn, 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.

CHECK NO. **0187126**

CHECK DATE: 1/26/24

Jefferson County Texas
~~County of Jefferson~~
NAME

Check Amount: 500⁰⁰

1149 Pearl St 7th Floor
ADDRESS

Compensation Amount: _____

ADDRESS

SS. No. or Tax ID No. 74-6000291

Beaumont TX 77701
CITY, STATE

W-9 FORM/CERTIFICATION

YES NO

(Landowner or Tenant Signature)

Date

DATE: 1/19/23

1099 Reportable: Yes _____, No **X**

1099-S (Right-of-Way Payments)

Amount Reportable \$ _____

1099-Misc (Damage and Lease/Rental Payments)

Amount Reportable \$ _____

	Co. Code	Account	Cost Center	Internal Order	WBS	Location	Dist. Amount
Acct. Dist.	<u>30002127</u>	<u>30.19.2.LT.023</u>	<u>6193-01</u>			<u>1841.00724</u>	<u>500⁰⁰</u>
Acct. Dist.							
Acct. Dist.							
Acct. Dist.							

LEASE or TRACT NO. Various Line No. or Name 16

QTR. _____ SEC. _____ TWP. _____ RNG. _____ CO./PARISH Jefferson STATE TX

DEED REFERENCE: VOL/BK _____, PAGE _____, TAX PARCEL# _____

By Dominic Volpe Agent Date 1/26/24

Payment Payment is full for 1 year overweight vehicle permit

ORIGINAL DOCUMENT IS PRINTED ON WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

Spectra Energy Transmission, LLC
5400 Westheimer Court
Houston, Texas 77056-5310

CHECK NO. **0187126**

DATE 1/26/24

TR. NO. Various LINE NO. 16 COUNTY OF Jefferson STATE OF TX

AMOUNT five hundred dollars dollars \$ 500⁰⁰

PAY TO THE ORDER OF: Jefferson County Texas

overweight vehicle permit

Bank of America
Merrill Lynch

2-3/710 IL

Dominic J. Volpe
AUTHORIZED SIGNATURE

STATE OF TEXAS §
 §
COUNTY OF JEFFERSON §

ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND Texas Eastern Transmission, LP

WHEREAS, Texas Eastern Transmission, LP (hereinafter "Company") intends to conduct Mbel-Vido DOT Replacement Project [describe operation], (hereinafter the "Project") at a site located on Dawn Drive and Gaulding Road (county road name) located in Precinct No. 4; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

- 1. County Road See Exhibit "A";
- 2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

- 1. Company may utilize County road See Exhibit "A" and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of Feb 5th, 2024 to a termination date of June 1st, 2024. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
- 2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
- 3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

4. Company shall provide a surety bond in the sum of [\$ \$400,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendent for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: See Exhibit "A"] and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.
- Agreed and executed this _____ day of _____, _____



Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 14th day of February, 2024

Attest:


Jefferson County Clerk



Authorized Agent for Texas Eastern Transmission, LP
VP of US Operations



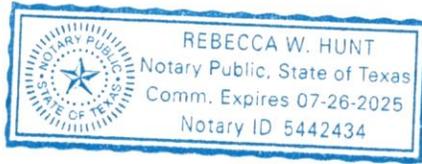
THE STATE OF TEXAS,

COUNTY OF JEFFERSON

§
§
§

I, Rebecca Hunt a notary public, do hereby certify that on this 23 day of January, 2024, personally appeared before me Teresa L. Wilson, being by me first duly sworn, declared that she is the VP of US Operations of Texas Eastern Transmission, LP and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 23 day of January, 2024.



Rebecca W. Hunt
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:
Length of [2nd road name]:
Type of road surface/material:
Number of culverts/bridges:
Any other special features:

Anticipated cost of Repair:
Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable) Foreman \$
38__ per hour x ____ hours = \$ _____

Equipment Operator \$__35__ per hour x ____ hours = \$ _____

Other \$25__ per hour x ____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$100__ per hour x ____ hours = \$ _____

Grader \$__100__ per hour x ____ hours = _____

Other \$100__ per hour x ____ hours = _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$118__ Per Ton + \$ _____ per hour x ____ hours = \$ _____

Asphalt \$118__ Per Ton + \$ _____ per hour x ____ hours = \$ _____

Other at \$__118__ Per Ton + \$ _____ per hour x ____ hours = \$ _____

Total for [1st road name] \$____ See Attached _____



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY

1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and.
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013



A handwritten signature in cursive script, appearing to read "Jeff R. Branick".

JEFF R. BRANICK
County Judge

Exhibit "A"

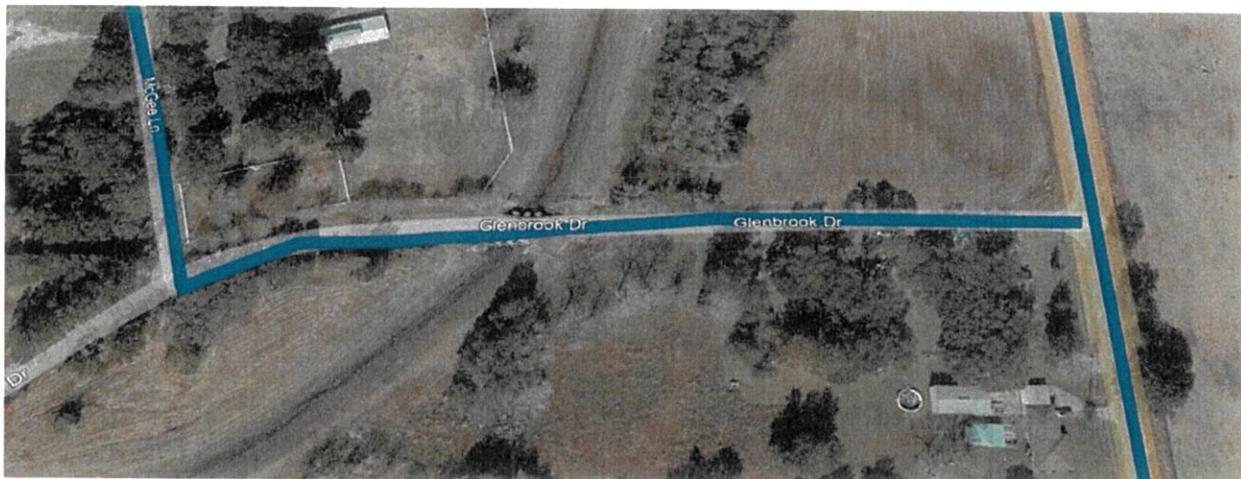
Dawn Drive- .36 Miles. Both Directions. From TX 124 south to past our easement.



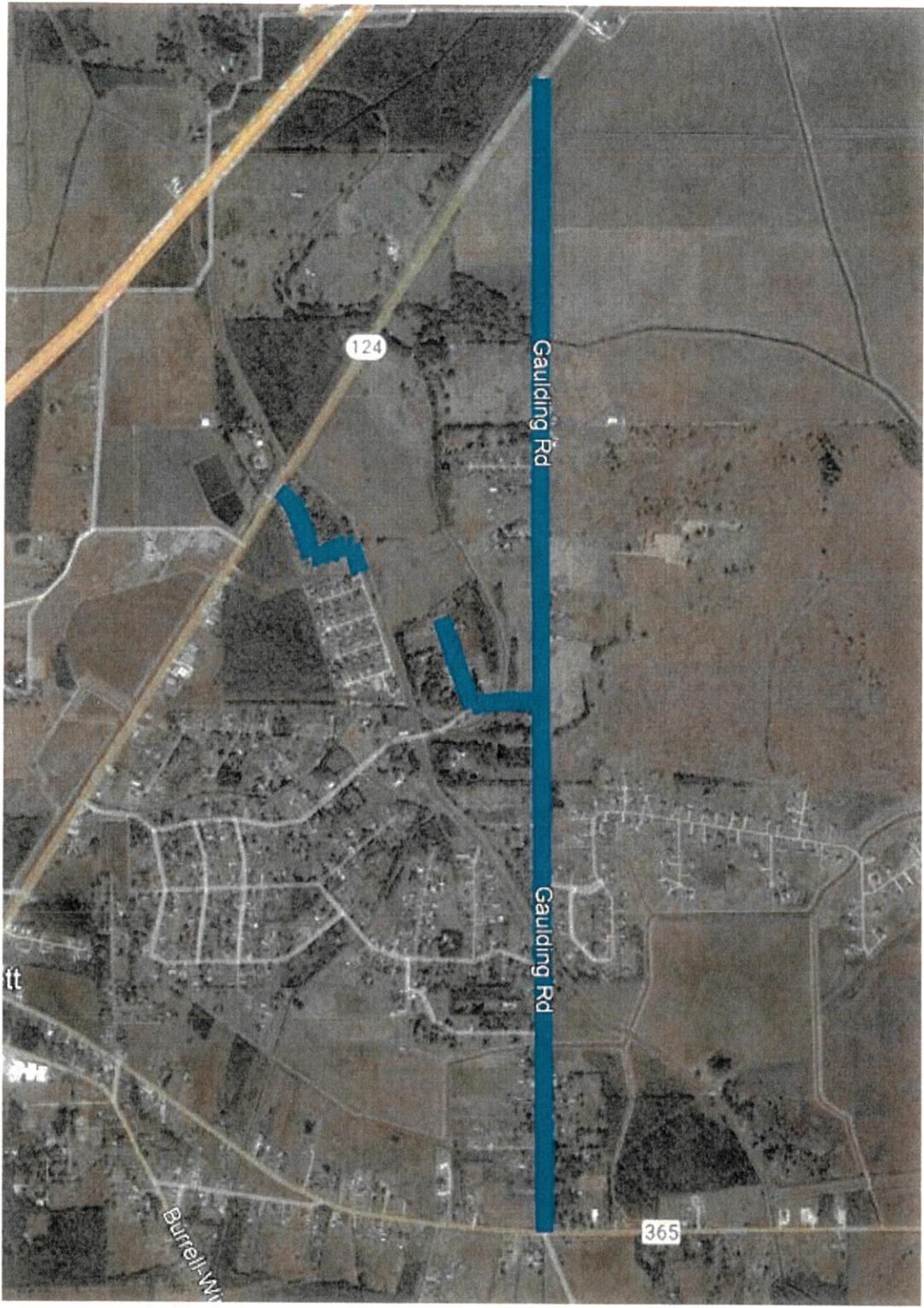
McGee Lane- .23 Miles. Both Directions. From Glenbrook Drive North to cul-de-sac.



Glenbrook Drive- .18 Miles. From Gaulding Road to McGee Lane. Both Directions.



Gaulding Road- 2.89 Miles. From TX 124 to Glenbrook Drive. Both directions



3.66 Miles=\$400,000k bond/ \$100k mile

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

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, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and
 2. It serves a public purpose; and
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

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

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

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 utility or common carrier 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 utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

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.

Responsibility for Repairs

The applicant, 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 applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant 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 of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant 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 applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier 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 utility or common carrier pipeline. Such casing shall extend 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. (See Standard Detail)

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.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

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 discontinued 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 applicant 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 applicant 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 common carrier applicant 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.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

Applicant 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. Applicant 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.

Permit No. _____
Precinct No. _____

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/COMMON CARRIER PIPELINE WITHIN
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: _____

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

_____, (Company) does hereby made application
to use lands belonging to Jefferson County, for the purpose of constructing, maintaining
or repairing a utility or common carrier pipeline for the distribution of
_____, location of which is fully described as
follows:

_____ pages of drawings attached.

Construction will begin on or after _____ 20____

It is understood that all work will comply with requirements of the Utility and
Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on
_____ and all subsequent revisions thereof to date.

Company _____

By _____

Title _____

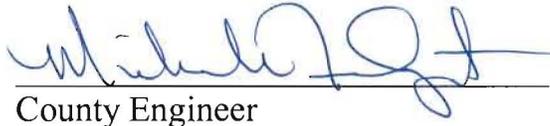
Address _____

Telephone _____

Fax No. _____

ENGINEERING ACTION FORM

The minimum standard bond required is \$N/A


County Engineer

02/13/2024
Date

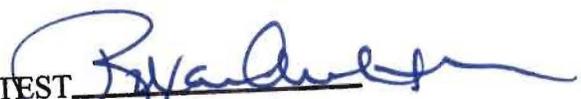
COMMISSIONERS COURT ORDER

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 \$N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By 
County Judge



ATTEST 
DATE 2/14/2024

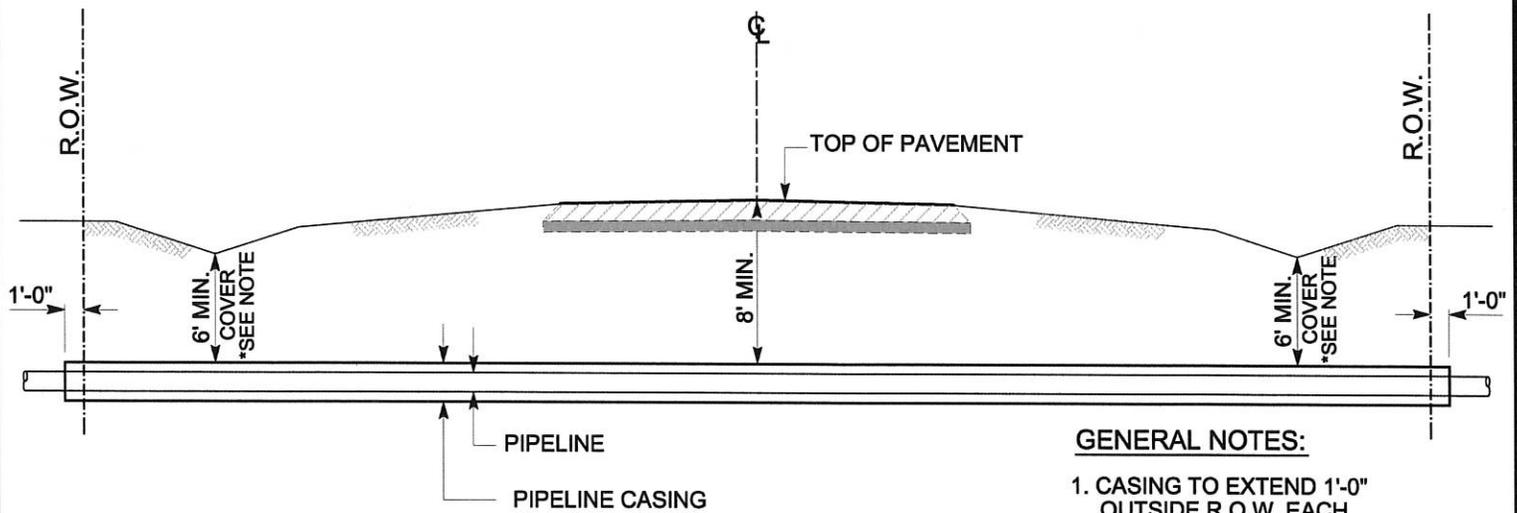
FOR COMMON CARRIER PIPELINE COMPANY ONLY

1. Common Carrier Determination form must be attached to application.
2. Corporation/Person product is to be purchased from/delivered to:

Enclosed, please find the required application fee:

_____ road crossing @ \$100.00 _____ \$ _____
_____ miles parallel @ \$150.00/mile or fraction _____ \$ _____
TOTAL _____ \$ _____

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 to exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

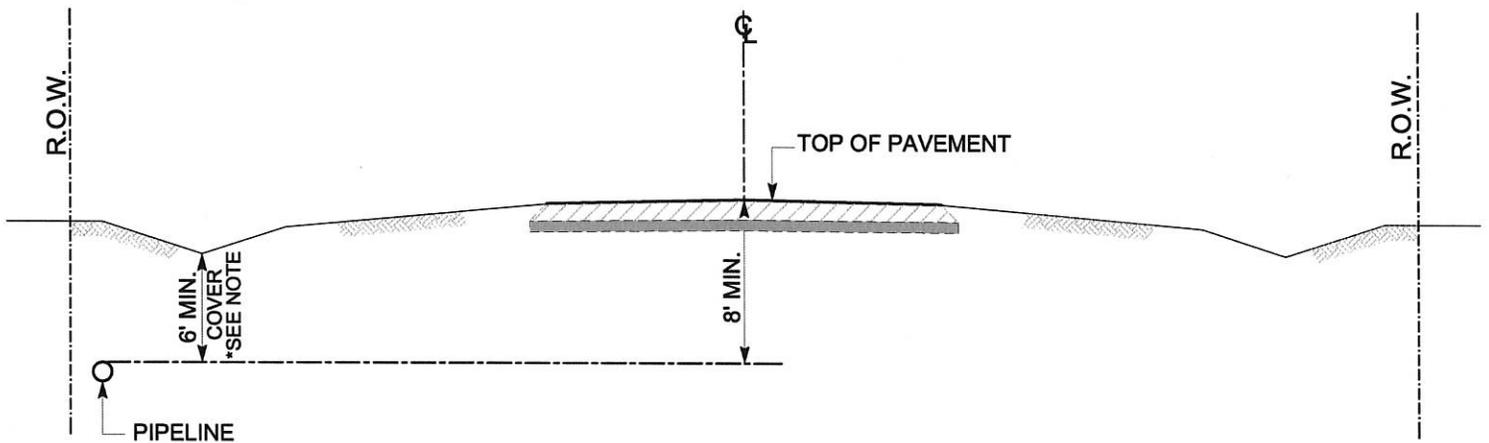


GENERAL NOTES:

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.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

STATE OF TEXAS
 COUNTY OF JEFFERSON
 I, MICHELLE TALCOTT, COUNTY ENGINEER OF JEFFERSON COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY COMMISSIONERS' COURT OF JEFFERSON COUNTY, TEXAS.

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1000.00'	69.55'	68.16'	S 70°38'30" E	39°50'56"

LINE	BEARING	DISTANCE
L1	N 38°57'24" E	32.41'

T. & N.O. RR. CO. SURVEY
 ABSTRACT NO. 569

INDUSTRIAL ROAD
 (CALLED INDUSTRIAL ROAD PER VOL. 10, PG. 118, JCWR)

COUNTY ENGINEER
 STATE OF TEXAS
 COUNTY OF JEFFERSON
 APPROVED BY THE COMMISSIONERS COURT OF JEFFERSON COUNTY, TEXAS ON THE _____ DAY OF _____, 2024, AUTHORIZING THE FILING FOR RECORD OF THIS PLAT. JEFFERSON COUNTY ASSUMES NO OBLIGATION FOR THE MAINTENANCE OF STREETS, ROADS, DRAINAGE, OR ANY OTHER IMPROVEMENTS.

COMMISSIONER, PRECINCT 1
 COMMISSIONER, PRECINCT 2
 COMMISSIONER, PRECINCT 3
 COMMISSIONER, PRECINCT 4
 COUNTY JUDGE

STATE OF TEXAS
 COUNTY OF JEFFERSON
 I, _____ COUNTY CLERK OF JEFFERSON COUNTY, TEXAS DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON _____ DAY OF _____ AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____, 2024 AT _____ O'CLOCK _____ M. IN CLERK'S FILE NO. _____ JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS.

COUNTY CLERK
 JEFFERSON COUNTY, TEXAS

STATE OF TEXAS
 COUNTY OF JEFFERSON
 KNOW ALL MEN BY THESE PRESENTS, THAT I, JAMES D. WIZE, EVP OF COMMERCIAL BANK OF TEXAS NA, LIENHOLDER OF A 7.398 ACRE TRACT AS HEREOF AND DESCRIBED IN A DEED RECORDED IN CLERK'S FILE NO. 2023029447 OF THE OFFICIAL PUBLIC RECORDS OF JEFFERSON COUNTY, TEXAS, DO HEREBY CONSENT TO ALL PLAT NOTICES, EASEMENTS AND PUBLIC PLACES SHOWN HEREON FOR THE PUBLIC PURPOSES AS JEFFERSON COUNTY MAY DEEM APPROPRIATE. THIS SUBDIVISION IS TO BE KNOWN AS REPLAT OF 7.398 ACRES IN LOT 23 INTO LOTS 23A, 23B, 23C, & 23D OF INDUSTRIAL SITES, SECTION 1.

WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 29th DAY OF January, 2024.
 JAMES D. WIZE, EVP OF COMMERCIAL BANK OF TEXAS NA
 SUBSCRIBED AND SWORN TO BEFORE ME BY James D. Wize AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 29th DAY OF January, 2024.
 Alyssa Dietrich
 NOTARY PUBLIC
 A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
 MY COMMISSION EXPIRES: 03-20-2027

STATE OF TEXAS
 COUNTY OF JEFFERSON
 KNOW ALL MEN BY THESE PRESENTS, THAT I, JARED BISHOP, MANAGER OF BISHOP 1, LLC, OWNER OF A 7.398 ACRE TRACT OF LAND AS CONVEYED TO US BY DEED DATED OCTOBER 19, 2023 AND RECORDED IN CLERK'S FILE NO. 2023029447, JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, OUT OF THE T. & N.O. RR. CO. SURVEY, ABSTRACT NO. 569, JEFFERSON COUNTY, TEXAS, DO HEREBY SUBDIVIDE SAID 7.398 ACRES OF LAND, TO BE KNOWN AS REPLAT OF 7.398 ACRES IN LOT 23 INTO LOTS 23A, 23B, 23C, & 23D OF INDUSTRIAL SITES, SECTION 1 IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS AND RESTRICTIONS HERETO FORE GRANTED AND DEDICATED TO THE PUBLIC THE STREETS AND EASEMENTS SHOWN HEREON.

THIS IS TO CERTIFY THAT WE, BISHOP 1, LLC, HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING REGULATIONS HEREOF ON FILE WITH THE JEFFERSON COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF JEFFERSON COUNTY.
 WITNESS OUR HAND IN JEFFERSON COUNTY, TEXAS THIS THE 24 DAY OF JANUARY, 2024.
 JARED BISHOP, MANAGER
 SUBSCRIBED AND SWORN TO BEFORE ME BY JARED BISHOP AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24 DAY OF JANUARY, 2024.

DAVID PARKER
 Notary Public, State of Texas
 Comm. Expires 10-19-2026
 Notary ID 181763459

INTERNATIONAL GALVANIZERS, INC.
 CALLED 1.642 ACRES
 GENERAL WARRANTY DEED
 MARCH 31, 1978
 CF NO. 9802708
 JCOPR

#5775 LOT 23C
 0.840 ACRES
 (27,885 SQ. FEET)
 NG ELEV=16.6'

#5725 LOT 23B
 1.107 ACRES
 (48,204 SQ. FEET)
 NG ELEV=16.7'

#5685 LOT 23A
 2.423 ACRES
 (105,553 SQ. FEET)
 NG ELEV=16.8'

#5805 LOT 23D
 3.228 ACRES
 (140,608 SQ. FEET)
 NG ELEV=16.3'

LOT 23 INDUSTRIAL SITES SECTION 1
 VOLUME 10, PAGE 118
 JEFFERSON COUNTY MAP RECORDS

BISHOP 1, LLC
 CALLED 7.398 ACRES
 SPECIAL WARRANTY DEED
 WITH VENDOR'S LIEN
 OCTOBER 19, 2023
 CF NO. 2023029447
 JCOPR

LEGEND & ABBREVIATIONS
 FND FOUND
 POB POINT OF BEGINNING
 JCOPR JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS
 ● FOUND PROPERTY CORNER (AS LABELED)
 ■ SET 5/8" IRON ROD (WITH CAP "JAMA GROUP")

GENERAL NOTES

- ALL HORIZONTAL CONTROL IS REFERENCED TO THE TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT).
- THIS SURVEY DOES NOT PROVIDE ANY DETERMINATION CONCERNING FAULT LINES, TOXIC WASTE OR ANY OTHER ENVIRONMENTAL ISSUES. SUCH MATTERS SHOULD BE DIRECTED BY THE CLIENT OR PROSPECTIVE PURCHASER TO AN EXPERT CONSULTANT.
- ACCORDING TO MAP NO. 480385 0255C OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAPS FOR JEFFERSON COUNTY, TEXAS (UNINCORPORATED AREAS), DATED AUGUST 6, 2002, THE SUBJECT TRACT IS SITUATED WITHIN ZONE "X", DEFINED AS AREAS DETERMINED TO BE OUTSIDE THE 500-YEAR FLOODPLAIN AND ZONE "A", DEFINED AS SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100-YEAR FLOOD WITH NO BASE FLOOD ELEVATIONS DETERMINED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR. LOCATION OF THE SUBJECT TRACT ON SAID MAPS WERE DETERMINED BY SCALE WITH ACTUAL FIELD ELEVATIONS NOT DETERMINED. JAMA GROUP, LLC DOES NOT WARRANT NOR SUBSCRIBE TO THE ACCURACY OR SCALE OF SAID MAPS.
- RESEARCH FOR ADJOINER TRACTS WAS PERFORMED BY JAMA GROUP, LLC.
- ALL VERTICAL CONTROL IS REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) AS DETERMINED BY GPS OBSERVATIONS.
- THIS SUBDIVISION PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT COMMITMENT FOR TITLE INSURANCE OR ABSTRACTOR'S CERTIFICATE AND THEREFORE EASEMENTS OR ENCUMBRANCES MAY EXIST WHICH ARE NOT SHOWN HEREON. NO RESEARCH OF THE PUBLIC RECORDS OF JEFFERSON COUNTY REGARDING THESE EASEMENTS OR ENCUMBRANCES WAS PERFORMED BY JAMA GROUP, LLC.
- TREES AND/OR VEGETATION WITH A POTENTIAL GROWTH HEIGHT OF MORE THAN 20' ARE PROHIBITED WITHIN THE 15' UTILITY EASEMENT FAILURE TO COMPLY WILL RESULT IN REMOVAL OF TREES/VEGETATION BY ELECTRIC UTILITY COMPANY. ALL UTILITY EASEMENTS SHOWN HEREON INCLUDE THE RIGHT TO TRIM OVERHANGING TREES AND SHRUBS LOCATED IN THE PROPERTY BELONGING TO OR BEING APART OF THIS ADDITION.
- NO PORTION OF THIS SUBDIVISION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL JEFFERSON COUNTY DEVELOPMENT REQUIREMENTS HAVE BEEN MET.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE CITY OF BEAUMONT'S EXTRA TERRITORIAL JURISDICTION.
- THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE BEAUMONT INDEPENDENT SCHOOL DISTRICT.
- 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 BY JEFFERSON COUNTY.
- NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY, STATE APPROVED COMMUNITY WATER SYSTEM, OR ENGINEERED RAINWATER COLLECTION SYSTEM.
- WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT, AN APPROVED PUBLIC WATER SUPPLY SYSTEM, HAS ADEQUATE QUANTITY TO SUPPLY THE SUBDIVISION AND PROVISIONS HAVE BEEN MADE TO PROVIDE SERVICE TO EACH LOT IN ACCORDANCE WITH THE BOLLIVIER OF THE WATER AND SEWER SUPPLY SYSTEM.
- ALL DRAINAGE EASEMENTS SHOWN HEREON SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE FACILITIES.
- MINIMUM FINISHED FLOOR ELEVATION REQUIREMENTS, JEFFERSON COUNTY SUBDIVISION AND DEVELOPMENT REGULATIONS REQUIRE A MINIMUM OF 1' ABOVE THE FLOODPLAIN FOR FINISHED FLOOR ELEVATIONS FOR ALL STRUCTURES BUILT WITHIN THE 100-YEAR FLOODPLAIN. THIS REQUIREMENT IS BASED ON THE BEST AVAILABLE INFORMATION AND IS NOT A GUARANTEE OF PREVENTING FLOODING.
- THIS SUBDIVISION CONSISTS OF 4 LOTS. LOTS IN SAID SUBDIVISION CANNOT BE FURTHER SUBDIVIDED.
- ELECTRIC UTILITY SERVICE: ENTERGY TEXAS, INC.
 TELEPHONE UTILITY SERVICE: WINDSTREAM
 GAS UTILITY SERVICE: N/A
 WATER UTILITY SERVICE: WEST JEFFERSON COUNTY MUNICIPAL WATER DISTRICT
 SEWER UTILITY SERVICE: N/A
 CABLE UTILITY SERVICE: TIME WARNER CABLE

SURVEYOR'S CERTIFICATION

WE, JAMA GROUP, LLC ACTING BY AND THROUGH MICHAEL KETHAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT THE DRAWING SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, BEING SITUATED IN T. & N.O. RR. CO. SURVEY, ABSTRACT NO. 569 OF JEFFERSON COUNTY, TEXAS.
 SURVEYED: SEPTEMBER 25, 2023
 MICHAEL KETHAN
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5709

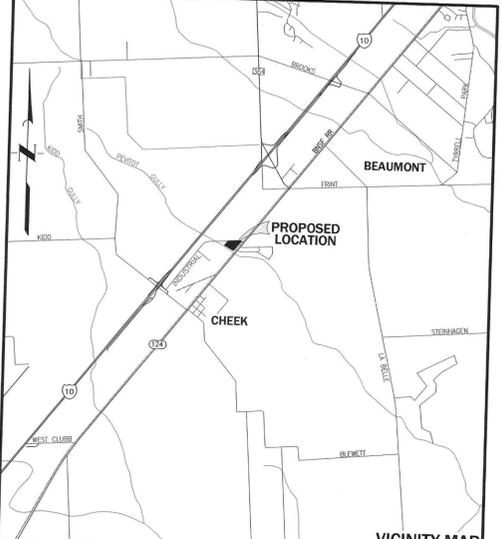


SUBSCRIBED AND SWORN TO BEFORE ME BY MICHAEL KETHAN AND GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS 24th DAY OF January, 2024.

NOTARY PUBLIC
 A NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS.
 MY COMMISSION EXPIRES: 8-28-2026



TYPE OF FACILITY	REQUIRED CLEAR SPACE FOR AN OSSF (ON SITE SEWAGE FACILITY)	
	USAGE RATE-GALLONS PER DAY (WITHOUT WATER SAVING DEVICES)	REQUIRED CLEAR AREA FOR OSSF (IN SQUARE FEET)
SINGLE FAMILY (1-BEDROOMS) LESS THAN 1500 SQ. FT.	225	6428.57
SINGLE FAMILY (2-BEDROOMS) LESS THAN 2500 SQ. FT.	300	8571.43
SINGLE FAMILY (3-BEDROOMS) LESS THAN 3500 SQ. FT.	375	10714.29
SINGLE FAMILY (4-BEDROOMS) LESS THAN 4500 SQ. FT.	450	12857.14
SINGLE FAMILY (5-BEDROOMS) LESS THAN 5500 SQ. FT.	525	15000.00



LEGAL DESCRIPTION

BEING A 7.398 ACRE TRACT OF LAND AS SITUATED IN THE T. & N.O. RR. CO. SURVEY, ABSTRACT NO. 569, JEFFERSON COUNTY, TEXAS AND BEING ALL OF A CALLED 7.398 ACRE TRACT AS CONVEYED TO BISHOP 1, LLC BY A SPECIAL WARRANTY DEED WITH VENDOR'S LIEN DATED OCTOBER 19, 2023 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 2023029447 OF THE JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS AND BEING OUT OF AND A PART OF LOT 23 OF THE INDUSTRIAL SITES SECTION 1 AS SHOWN ON A PLAT RECORDED UNDER VOLUME 10, PAGE 118 OF THE JEFFERSON COUNTY MAP RECORDS SAID 7.398 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:
 BEGINNING AT A 1/2-INCH IRON ROD FOUND AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY OF SAID INDUSTRIAL ROAD WITH THE NORTHWEST RIGHT-OF-WAY OF A CALLED 100-FOOT WIDE SANTA FE RAILROAD FOR THE NORTHWEST CORNER OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1, THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT AND THE NORTHEAST CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES SAID PLACE OF BEGINNING HAS A TEXAS STATE PLANE COORDINATE SYSTEM, LAMBERT PROJECTION, NORTH AMERICAN DATUM OF 1983 (NAD 83), SOUTH CENTRAL ZONE (U.S. SURVEY FOOT) VALUE OF NORTH: 13,940,005.30 AND EAST: 3,489,822.56;
 THENCE, SOUTH 38°57'24" WEST, A DISTANCE OF 721.22 FEET, ALONG THE NORTHEAST RIGHT-OF-WAY OF SAID SANTA FE RAILROAD, THE SOUTHWEST LINE OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1, AND THE SOUTHWEST LINE OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, TO A 1/2-INCH IRON ROD FOUND (WITH CAP STAMPED "T&N") IN THE NORTHEAST LINE OF A CALLED 60-FOOT WIDE DRAINAGE CANAL FOR THE SOUTH CORNER OF THE HEREIN DESCRIBED TRACT, THE SOUTH CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, AND THE SOUTH CORNER OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1;
 THENCE, NORTH 60°53'22" WEST, A DISTANCE OF 608.74 FEET, ALONG THE NORTHEAST LINE OF SAID BISHOP 1, LLC CALLED 7.398 ACRES AND THE SOUTHWEST LINE OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1, AND THE SOUTHWEST LINE OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, TO A 1/2-INCH IRON ROD FOUND (WITH CAP STAMPED "T&N") FOR THE WEST CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, AND THE GALVANIZERS, INC. BY A GENERAL WARRANTY DEED DATED MARCH 31, 1978 AND FILED FOR RECORD UNDER CLERK'S FILE NO. 9802708 OF SAID JEFFERSON COUNTY OFFICIAL PUBLIC RECORDS, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES AND THE WEST CORNER OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1 BEARS NORTH 60°52'15" WEST, A DISTANCE OF 450.97 FEET;
 THENCE, NORTH 38°12'32" EAST, A DISTANCE OF 333.49 FEET, ALONG THE NORTHWEST LINE OF SAID BISHOP 1, LLC CALLED 7.398 ACRES AND THE SOUTHWEST LINE OF SAID INDUSTRIAL SITES-SECTION 1, AND THE SOUTHWEST LINE OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, TO A 1/2-INCH IRON ROD FOUND (WITH CAP STAMPED "T&N") FOR THE WEST CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, AND THE WEST CORNER OF THE HEREIN DESCRIBED TRACT, SAME BEING LOCATED ON THE NORTHWEST CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, AND THE NORTH LINE OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1, FROM WHICH A 1/2-INCH IRON ROD FOUND FOR THE WEST CORNER OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, AND THE WEST CORNER OF SAID INDUSTRIAL GALVANIZERS, INC. CALLED 1.642 ACRE TRACT BEARS SOUTH 87°04'27" WEST, A DISTANCE OF 599.24 FEET;
 THENCE, NORTH 87°04'27" EAST, A DISTANCE OF 717.44 FEET, ALONG THE SOUTH RIGHT-OF-WAY OF SAID INDUSTRIAL ROAD, THE NORTH LINE OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1, AND THE NORTH LINE OF SAID BISHOP 1, LLC CALLED 7.398 ACRES, TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE CORNER OF SAID INDUSTRIAL SITES-SECTION 1, AND THE BEGINNING POINT OF A CURVE TO THE RIGHT;
 THENCE, IN A SOUTHEASTERLY DIRECTION ALONG THE SOUTH RIGHT-OF-WAY OF SAID INDUSTRIAL ROAD, THE NORTH LINE OF LOT 23 OF SAID INDUSTRIAL SITES-SECTION 1, TO THE RIGHT, HAVING A RADIUS OF 69.55 FEET, AN ARC LENGTH OF 69.55 FEET, A CENTRAL ANGLE OF 39°50'56", AND A CHORD BEARING AND DISTANCE OF SOUTH 70°38'30" EAST 68.16 FEET, TO THE PLACE OF BEGINNING, CONTAINING 7.398 ACRES OF LAND IN JEFFERSON COUNTY, TEXAS.

REPLAT
 OF
 7.398 ACRES OUT OF LOT 23
 INTO
 LOTS 23A, 23B, 23C, & 23D
 OF
 INDUSTRIAL SITES, SECTION 1
 OUT OF THE
 T. & N.O. RR. CO. SURVEY
 ABSTRACT NO. 569
 JEFFERSON COUNTY, TEXAS
 OCTOBER 2023



VICINITY MAP