

*Notice of Meeting and Agenda*  
*February 20, 2024*

**Special, 2/20/2024 10:30:00 AM**

BE IT REMEMBERED that on February 20, 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 (ABSENT)

Absent

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

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

Absent

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda  
February 20, 2024*

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



**NOTICE OF MEETING AND AGENDA  
OF COMMISSIONERS' COURT  
OF JEFFERSON COUNTY, TEXAS  
February 20, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **20th** 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 **Special** meeting for the purpose of transacting the routine business of the County. Persons with disabilities requiring auxiliary aids for services who wish to attend this meeting should contact the County Judge's Office to arrange for assistance.

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

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

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

*Notice of Meeting and Agenda*  
*February 20, 2024*

**The following options are available:**

**View live with audio from the County Webpage:  
[https://co.jefferson.tx.us/comm\\_crt/commlink.htm](https://co.jefferson.tx.us/comm_crt/commlink.htm)**

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

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

**INVOCATION: Cary Erickson, Commissioner, Precinct Two**

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

## **PURCHASING:**

- (a). Consider and approve a bid due date extension for Request for Proposal (RFP 23-077/MR) Controlled Building Access System for Jefferson County from Wednesday, February 21, 2024 at 11:00 am to Wednesday, March 13, 2024 at 11:00 am.

NO ATTACHMENTS

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

- (b). Receive and file bids for Invitation for Bid (IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office.

SEE ATTACHMENTS ON PAGES 10 - 201

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

- (c). Consider and approve, execute, receive and file renewal for (RFP 22-037/MR) Emergency Disaster Assistance Recovery for Jefferson County for a first one (1) year renewal with DRC Emergency Services, LLC from March 13, 2024 to March 12, 2025, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 202 - 202

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



*Notice of Meeting and Agenda  
February 20, 2024*

(d). Consider and approve, execute, receive and file an extension for Supplemental No. 1 (Change Order) for Contract Amendment No. 6 for Master Services Agreement for Professional Services with Garver, LLC. for On-Site Resident Project Representative (RPR) Services. This contract extension is due to construction completion being overdue; and will extend the (RPR) services for this project until the current projected construction completion date of March 3, 2024. This extension will increase the total contract amount by \$69,500.00 for the additional (RPR) services, bringing the total contract amendment amount from \$247,900.00 up to \$317,400.00; in accordance with (RFQ 16-013/JW), Professional Engineering Services for the Jack Brooks Regional Airport. Liquidated damages to be collected from the project’s Contractor, Brizo Construction, LLC. will be utilized to fully cover the cost of these additional RPR services. This project is pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326. This project is 90% funded by Airport Improvement Program (AIP) Grants 39 and Grant 40.

SEE ATTACHMENTS ON PAGES 203 - 205

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

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

SEE ATTACHMENTS ON PAGES 206 - 207

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

**COUNTY AUDITOR:**

(a). Consider and approve budget transfer – Port Arthur Maintenance – additional cost for A/C unit at Public Health.

SEE ATTACHMENTS ON PAGES 208 - 208

120-6084-416-6013	COOLING & HEATING	\$3,000.00	
120-6084-416-4009	BUILDINGS AND GROUNDS		\$3,000.00

*Notice of Meeting and Agenda  
February 20, 2024*

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

(b).Regular County Bills – check #514626 through check #514846.

SEE ATTACHMENTS ON PAGES 209 - 216

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

**COUNTY COMMISSIONERS:**

(a).Consider, possibly approve, receive executed Amended Abatement between Jefferson County and Linde, Inc. for the ASU project pursuant to Sec. 321.401 et seq., Texas Tax Code.

SEE ATTACHMENTS ON PAGES 217 - 218

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

(b).Consider, possibly approved and authorize the County Judge to execute, receive and file a special Warranty Deed being a 2.80-acre tract of land situated in the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas from Jefferson County to Jefferson County Drainage District #7 to improve drainage."

SEE ATTACHMENTS ON PAGES 219 - 221

**Action: TABLED**

**COUNTY TREASURER:**

(a).Consider and possibly approve a \$68 wire transfer to Wells Fargo Securities for January, 2024 Safekeeping fees.

NO ATTACHMENTS

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

## **HISTORICAL COMMISSION:**

- (a). Consider and possibly approve a donation of books from the JCHC library to the Tyrrell Historical Library. (See attached list), pursuant to Sec/ 262.152(a)(4) Texas Local Government Code.

SEE ATTACHMENTS ON PAGES 222 - 223

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

- (b). Consider and possibly approve accepting a donation from Paul Prosperie of one 1977 Beaumont City Directory to the JCHC Library, pursuant to Sec. 81.032, Texas Local Government Code, pursuant to Sec. 81.032, Texas Local Government Code.

NO ATTACHMENTS

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

## **MANAGEMENT INFORMATION SYSTEMS:**

- (a). Consider and possibly approve, execute and file a Resolution to approve an application for the State and Local Cybersecurity Grant from the Office of the Governor, Criminal Justice Division for FY 2025 for the Management Information Systems Dept.

SEE ATTACHMENTS ON PAGES 224 - 224

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

## **OTHER BUSINESS:**

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

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

*Notice of Meeting and Agenda*  
*February 20, 2024*

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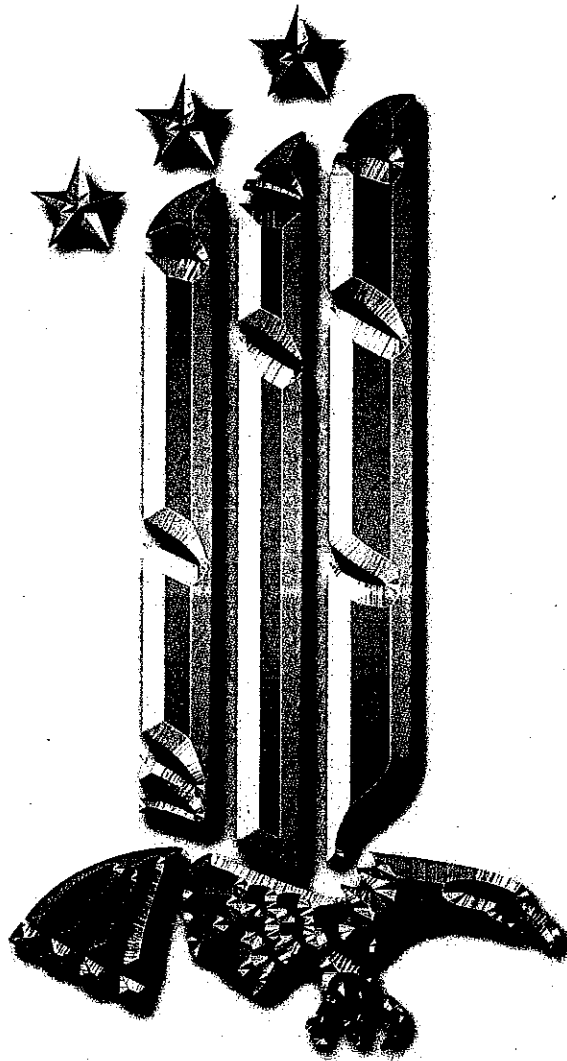
**Jeff R. Branick**  
**County Judge**

*Notice of Meeting and Agenda*  
*February 20, 2024*

**Special, February 20, 2024**

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 20, 2024.

# **AMERICAN AIRBOAT CORP.**



**JEFFERSON COUNTY SHERIFF'S OFFICE  
IFB 23-078MR  
2024 20X8 AIRBOAT**

**Home of the  
AIR RANGER**



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

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

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

January 9, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-078/MR) **Airboats for Jefferson County Sheriff's Office**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Airboats for Jefferson County Sheriff's Office  
**BID NUMBER:** IFB 23-078/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, February 7, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

*Deborah Clark*

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**  
**Beaumont Enterprise & Pt. Arthur News:**  
 January 10, 2024 & January 17, 2024  
**Examiner:**  
 January 11, 2024

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

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

**1. BIDDING.****1.1 BIDS.**

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

**1.2 AUTHORIZED SIGNATURES.**

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

**1.3 LATE BIDS.**

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

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

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

**1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

**1.6 BID AMOUNTS.**

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

**1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

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

**1.8 ALTERNATES.**

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



**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

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

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

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

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

### **2.16 EVALUATION.**

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

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

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

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

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

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

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

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

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

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

Department.

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

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

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

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

**19. CERTIFICATION.**

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

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

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

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

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

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

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

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



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

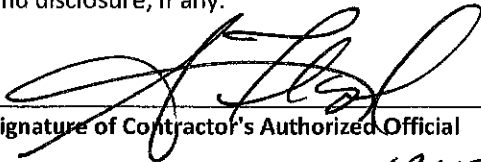
**BYRD ANTI-LOBBYING CERTIFICATION**

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 AMERICAN AIRBOAT CORP 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

SALLIE FLOYD V PRES

Name and Title of Contractor's Authorized Official

2-5-24

Date

<p><b>REQUIRED FORM</b>  <b>Bidder: Please complete this form and include with bid submission.</b></p>
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## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

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

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

#### 1. SUBMISSION OF BID.

##### Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# AMERICAN AIRBOAT CORPORATION

Unique Entity ID <b>KBMJW8M31H68</b>	CAGE / NCAGE <b>0USH5</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Oct 8, 2024</b>	
Physical Address <b>108 Lutcher DR Orange, Texas 77632-2702 United States</b>	Mailing Address <b>108 E. Lutcher DR. Orange, Texas 77632-2702 United States</b>	

## Business Information

Doing Business as <b>AMERICAN AIRBOAT CORP</b>	Division Name <b>American Airboat Corp</b>	Division Number <b>188645477</b>
Congressional District <b>Texas 14</b>	State / Country of Incorporation <b>Texas / United States</b>	URL <b>www.americanairboats.com</b>

### Registration Dates

Activation Date <b>Oct 10, 2023</b>	Submission Date <b>Oct 9, 2023</b>	Initial Registration Date <b>Sep 10, 2001</b>
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### Entity Dates

Entity Start Date <b>Sep 27, 1988</b>	Fiscal Year End Close Date <b>Dec 31</b>
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### Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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### Executive Compensation

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

**Yes**

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?

**Yes**

### Proceedings Questions

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

**Yes**

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

**Yes**

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

**Electronic Business**

♀  
**SALLIE FLOYD, GENERAL MANAGER**  
 sales@americanairboats.com  
 4098837725

**108 E. Lutcher DR.**  
**Orange, Texas 77632**  
**United States**

stan Floyd  
 info@americanairboats.com  
 4098837725

108 E. Lutcher DR.  
 Orange, Texas 77632  
 United States

**Government Business**

♀  
**SALLIE FLOYD, VICE PRESIDENT**  
 sales@americanairboats.com  
 4098837725

**108 E. Lutcher**  
**Orange, Texas 77632**  
**United States**

stan Floyd  
 info@americanairboats.com  
 4098837725

108 E. Lutcher DR.  
 Orange, Texas 77632  
 United States

**NAICS Classifications**

**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	336612	Boat Building
	441222	Boat Dealers

**Product and Service Codes**

PSC	PSC Name
1940	Small Craft
1990	Miscellaneous Vessels

**IGT Metrics**

**IGT Size Metrics**

Annual Revenue (from all IGTs)  
 (blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
\$2,500,000.00	25

**Location**

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

**Industry-Specific**

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

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

**SAMPLE COMPLETED FORM 1295**

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

<b>CERTIFICATE OF INTERESTED PARTIES</b>		<b>FORM 1295</b>	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		<b>OFFICE USE ONLY</b>	
<b>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</b> VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE			
<b>2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.</b> JEFFERSON COUNTY, TEXAS			
<b>3 Provide the Identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.</b> VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE			
4		Nature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.		X	
VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.			X
5		<b>CHECK BELOW IF APPLICABLE</b>	
Check only if there is NO Interested Party.		<input type="checkbox"/>	
<b>6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.</b> My name is _____, and my date of birth is _____. My address: _____ (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. (month) (year) <div style="text-align: right; margin-top: 10px;">                         _____                          Signature of authorized agent of contracting business entity                          (Declarant)                     </div>			
<b>ADD ADDITIONAL PAGES AS NECESSARY</b>			

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



# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

### OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1111610

Date Filed:  
01/12/2024

Date Acknowledged:

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

AMERICAN AIRBOAT CORP  
Orange, TX United States

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

JEFFERSON COUNTY, 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.

IFB 23-078/MR  
AIRBOAT AND TRAILER

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
FLOYD, STAN	ORANGE, TX United States	X	
FLOYD, SALLIE	ORANGE, TX United States		X

5 Check only if there is NO Interested Party.

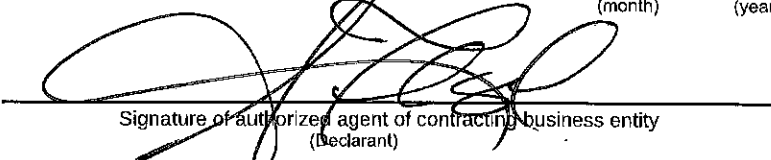
### 6 UNSWORN DECLARATION

My name is SALLIE FLOYD, and my date of birth is 8/5/74.

My address is 3368 BANCROFT RD, ORANGE, TX, 77032.  
(street) (city) (state) (zip code) (country)

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

Executed in ORANGE County, State of TX, on the 24<sup>th</sup> day of JAN, 2024.  
(month) (year)

  
Signature of authorized agent of contracting business entity (Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)****6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/5/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Beaty Insurance, 2020 Avenue H, Nederland, TX 77632. CONTACT: Phyllis Thibodeaux, phyllis@navsav.com. INSURER(S) AFFORDING COVERAGE: LIBERTY MUTUAL INSURANCE, Progressive Cnty Mut Ins Co, Kinsale Insurance Company, Texas Mutual.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES.

Table with columns: INSR LTR, TYPE OF INSURANCE, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured with respect to General Liability: Jefferson County

CERTIFICATE HOLDER CANCELLATION

Certificate holder: Jefferson County. Cancellation notice: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. Authorized representative: Phyllis Thibodeaux.

**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office

**Bidder's Company/Business Name:** AMERICAN AIRBOAT CORP

**Bidder's TAX ID Number:** 76-0256298

**If Applicable:** HUB Vendor No. 1760256298900 DBE Vendor No. \_\_\_\_\_

**Contact Person:** SALLIE FLOYD **Title:** VICE PRESIDENT

**Phone Number (with area code):** 409 883 7725

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

**Fax Number (with area code):** 409-883-0100

**Email Address:** SALES@AMERICANAIRBOATS.COM

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

108 E. LUTCHER DR

Address ORANGE, TX 77632

City, State, Zip Code

**REQUIRED FORM**

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

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

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

**ACCEPTANCE OF OFFER**

---

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-078/MR. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

---

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

---

**Date**

**ATTEST:**

---

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

---

**Date**





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

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

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

**Addendum to IFB**

**IFB NUMBER:** IFB 23-078/MR  
**IFB TITLE:** Airboats for Jefferson County Sheriff's Office  
**IFB DUE BY:** 11:00 am CT, Wednesday, February 7, 2024  
**ADDENDUM NO.:** 1  
**ISSUED (DATE):** January 23, 2024

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

**Reason for Issuance of this Addendum: Vendor Questions**

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

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

**ATTEST:**

*[Signature]*  
 Witness  
*[Signature]*  
 Witness

*[Signature]*  
 Authorized Signature (Respondent)

*VICE PRESIDENT*  
 Title of Person Signing Above

*SALLIE FLOYD*  
 Typed Name of Business or Individual

*108 E. LUTHER DR  
 ORANGE, TX 77632*  
 Address

Approved by *[Signature]* Date: *2/5/24*

BID FORM

Item No.	Item Description	Bid Price (Each)	Projected Delivery Time from Date of Purchase
1	18 Foot Airboat with Motor	\$1,000.00	90 BUSINESS DAYS
2	Trailer for Airboat	\$7605.00	90 BUSINESS DAYS

**REQUIRED FORM**

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

SIGNATURE PAGE

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

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

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

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

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

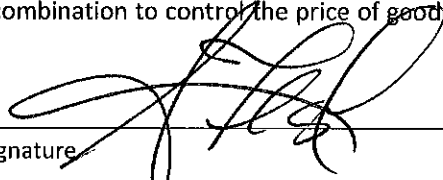
AMERICAN AIRBOAT CORP  
Bidder (Entity Name)

108 E. LUTHER DR  
Street & Mailing Address

ORANGE, TX 77632  
City, State & Zip

409-883-7725  
Telephone Number

SALES@AMERICANAIRBOATS.COM  
E-mail Address

  
Signature

SALLIE FLOYD  
Print Name

2-5-24  
Date Signed

409-883-0100  
Fax Number

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

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

Adopted 8/7/2015

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

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

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

Yes  No

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

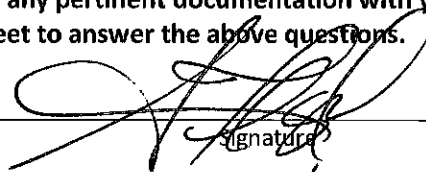
**Did the Prime Contractor/Consultant . . . ?**

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

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

SALLIE FLOYD

Printed Name of Authorized Representative



Signature

V-PRES

Title

2-5-24

Date

**REQUIRED FORM**

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

WE DO NOT SUBCONTRACT ANYTHING THAT LOCAL HUBS COULD PROVIDE



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

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: COASTLINE TRAILER MFG  
 Address: 306 S. MAIN ST SEADRIFT TX 77983  
Street City State Zip  
 Contact person: TRACY Title: SALES  
 Phone (with area code): 361-785-4073 Fax (with area code): 361-785-4284  
 Proposed Subcontract Amount: \$ 7495<sup>00</sup> Percentage of Prime Contract: \_\_\_\_\_ %  
 Description of Subcontract Work to be Performed: TRAILER MANUFACTURING

Subcontractor Name: PLEASURECRAFT MARINE  
 Address: 1737 HWY 76 EAST LITTLE MOUNTAIN S.C. 29075  
Street City State Zip  
 Contact person: JARED WOODALL Title: SALES  
 Phone (with area code): 800-531-3005 Fax (with area code): \_\_\_\_\_  
 Proposed Subcontract Amount: \$ 25,000<sup>00</sup> Percentage of Prime Contract: \_\_\_\_\_ %  
 Description of Subcontract Work to be Performed: ENGINE MANUFACTURING

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

Taxpayer Identification Number (T.I.N.):	76-0256298
Company Name submitting bid/proposal:	AMERICAN AIRBOAT CORP.
Mailing address:	108 E. LUTHER DR. ORANGE, TX 77632
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

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

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

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



**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.

AMERICAN AIRBOAT CORP.  
Company Name

23-078/MR  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**



**QUOTATION**

1-800-241-6390

Info@americanairboats.com  
Sales@americanairboats.com

Bill To  
JEFFERSON COUNTY SHERIFF  
CAPT. DANNY WALKER  
409-673-5075

Quote	Date	Terms	Sales Rep	P.O #			
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR			
Description					Qty	Rate	Amount
2024 18 x 8 AirRanger Edition GSA#--47QSWA21D006Z					2	109,995.00	219,990.00T
AMERICAN AIRBOATS IS A PROUD SERVICE DISABLED VETERAN OWNED AND OPERATED OEM AIRBOAT MANUFACTURER FOR OVER 35 YEARS.							
2024 18X8 AIR RANGER LAW ENFORCEMENT MODEL							
THE BOAT WILL INCLUDE THE FOLLOWING:							
AIRRANGER EDITION HULL IS CONSTRUCTED OF GUARANTEED ALL MARINE ALLOY 5086 WITH 3/16" BOTTOM							
**NO SPLICING OF HULL BOTTOM**							
26"-29" DEEP SIDES 1/8" THICK OF MARINE GRADE 5086 ALUMINUM ALLOY						0.00	0.00
26" TRANSOM OF 3/16" THICK MARINE GRADE 5086 ALUMINUM ALLOY							
3/16" FRONT BULKHEAD OF MARINE GRADE 5086 ALUMINUM ALLOY							
1/4" REAR CORNER CAGE GUSSETS WELDED TOP AND							
<b>Total</b>							

3% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS.

**Signature**



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409-673-5075

Quote	Date	Terms	Sales Rep	P.O #			
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR			
Description					Qty	Rate	Amount
BOTTOM DUAL 1" DRAIN HOLES WITH PLUGS DECK LENGTH OF 42" AND TO HAVE FLUSH MOUNTED ALUMINUM DECK HATCH WITH LED INSIDE AND SHOCK ASSIST ARM. WATER RESISTANT FOR DRY STORAGE 7 HEAVY DUTY 2" X 2" X 3/8" T-BARS * AMERICAN AIRBOAT PROPRIETARY DESIGN* TWO 1" DRAIN HOLES IN TRANSOM HEAVY DUTY MID SHIP GUSSET DESIGNED OUT OF 2-1/2" X 3" FULLY WELDED I BEAM FLOORING OVER T-BARS WITH NON SKID SURFACE DUAL HEAVY DUTY, REINFORCED STAINLESS STEEL BOW EYES 24" GRASS/SPLASH RAKE WITH STEP AND 30" LOW PROFILE LED LIGHTBAR FACING FORWARD AND TWO 10" FACING STARBOARD AND PORT GUNWALES TO BE EXTRUDED, RUNNING FULL LENGTH OF BOAT WITH CLOSED ENDS							
<b>Total</b>							

3% CONVENIENCE FEE ON ALL CREDIT CARD  
TRANSACTIONS.

Signature



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409-673-5075

Quote	Date	Terms	Sales Rep	P.O #
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR

Description	Qty	Rate	Amount
DUAL 8' MINN KOTA RAPTOR POWER POLES MOUNTED AT STERN AND ELECTRONIC SWITCH AT DRIVER CONSOLE 3/8" UHMW SILICONE IMPREGNATED POLYMER ON BOTTOM WITH 5/16" AIRCRAFT RIVETS COUNTERSUNK 3/8" UHMW SILICONE IMPREGNATED POLYMER ON EACH SIDE WITH 5/16" AIRCRAFT RIVETS COUNTERSUNK PLEASURECRAFT MARINE SUPERCHARGED 600HP ENGINE 620FT LB TORQUE AT 3800RPM'S **COMES WITH 3 YEAR/200HR WARRANTY THROUGH PCM** EZ DRAIN OIL LINE HEAVY DUTY OIL COOLER AND DUAL PASS RADIATOR MOUNTED LOW, SUPERCHARGER COOLER MOUNTED HIGH, ALL WITH HEAVY DUTY MARINE GRADE COOLANT HOSES AND DUAL STAINLESS STEEL BAND CLAMPS ALL WEATHER ENGINE COVER, INLINE FUEL FILTER		0.00	0.00

**Total**

3% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS.

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Quote	Date	Terms	Sales Rep	P.O #
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR

Description	Qty	Rate	Amount
<p>AND FUEL/WATER SEPARATOR WITH DRAIN            *** IN TANK FUEL PUMP IS NOT RECOMMENDED FOR THIS ENGINE***            ALUMINUM EXPANSION TANKS            DUAL HEAVY DUTY CRANKER BATTERIES WITH SELECTOR SWITCH            50 GALLON FUEL TANK WITH VISUAL GAUGE AND LOCAL FILL, MOUNTED ON (4) RUBBER SUPPORTS            CH3 2.3:1 REDUCTION UNIT WITH 5" BLACKHAWK BELT UPGRADE            3 BLADE 84" COMPOSITE PROPELLER TO MATCH DRIVE TRAIN, DYNAMICALLY BALANCED</p> <p>ALL STAINLESS STEEL METALWORK INCLUDES:            PROPELLER GUARD CONSTRUCTED OF 304 STAINLESS STEEL 18G TUBING COVERED WITH 1/8" GAUGE 2" X 4" STAINLESS STEEL WIRE MESH AND 4" X 4" STAINLESS STEEL WIRE MESH UP HIGH FOR MAXIMUM AIR FLOW            304 STAINLESS STEEL 16 GAUGE SQUARE TUBING</p>			

**Total**

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**Signature**



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Quote	Date	Terms	Sales Rep	P.O #
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR

Description	Qty	Rate	Amount
ENGINE STAND AND SEAT PACKAGE AS ONE INTEGRAL UNIT SIDE BY SIDE BIG MAN REAR OPERATOR SEATING MOUNTED ON 4-POINT RUBBER BUSHINGS INCLUDES: BLACK SEAT COVERS WITH WHITE EAGLES AND 2" JEFFERSON COUNTY SHERIFF 3 MAN SEAT ON DRY BOX IN FRONT OF OPERATOR STAND TO INCLUDE; BLACK SEAT CUSHION, RAIN COVER, AND HANDLES ON EACH SIDE 5' AIR FOIL RUDDERS CUSTOM ALUMINUM INSTRUMENT PANEL MOUNTED BETWEEN PILOT AND COPILOT; WITH TACHOMETER, VOLTMETER, HOUR METER, OIL PRESSURE, FUEL PRESSURE, TEMPERATURE, IGNITION, KILL SWITCH WITH LANYARD, AMP., DUAL USB CHARGING PORTS, RUBBER BOOTED TOGGLE SWITCHES ALL WITH SEPARATE CIRCUIT BREAKERS, HELIX 7 MSI GPS G4 ITEM#411930-0 GPS RECESSED IN INSTRUMENT PANEL. RUBBER BOOTED TOGGLE SWITCHES FOR BILGE,			

**Total**

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Quote	Date	Terms	Sales Rep	P.O #			
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR			
Description					Qty	Rate	Amount
LIGHTING, AND CIRCUIT BREAKERS FOR EACH. GLOVE BOX WITH USB PORT, 2 CUP HOLDERS, HANDLES FOR OPERATOR AND PASSENGER, IGNITION AND KILL SWITCH 2 ACCESSORY PLUGS ACCESSIBLE TO FRONT PASSENGERS FOR SEARCH LIGHTS DUAL 2200 GPH BILGE PUMPS, ONE ON SWITCH, ONE WITH AUTO FLOAT MOUNTED RECHARGEABLE 5# FIRE EXTINGUISHER MOUNTED BOW ROPE AT BOW EYE USCG NAVIGATIONAL LIGHTING ON BOW AND STERN TIE DOWN STERN STRAPS MINN KOTA BATTERY TENDER TRICKLE CHARGER TOTAL (4) CLEATS: ONE ON EACH CORNER WITH ROPE PAINT: ALL METALWORK GARNET BLASTED, PRIMED, AND PAINTED WITH INDUSTRIAL GRADE EPOXY PAINT IN AN ELECTROSTATIC PAINT BOOTH AND SEALED WITH A BAKE FINISH HULL: OUTSIDE BARE ALUMINUM WITH BLACK WEBBING							

**Total**

3% CONVENIENCE FEE ON ALL CREDIT CARD  
TRANSACTIONS.

**Signature**



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Quote	Date	Terms	Sales Rep	P.O #
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR

Description	Qty	Rate	Amount
INSIDE TO REDUCE GLARE AND BLACK NON SKID ON ALL WALKING SERVICES CAGE, ENGINE/SEAT STAND, ACCESSORIES: BLACK NON SKID AND WEBBING: BLACK SEAT COVERS: BLACK WITH WHITE EAGLES 2" JEFFERSON CO. SHERIFF DECALS: WHITE AIR RANGER AND BLACK 4" JEFFERSON COUNTY SHERIFF ON EACH SIDE LIGHT PACKAGE TO INCLUDE: 2 CAGE LIGHTS, 30" LED LIGHTBAR AND 2 10" LED LIGHTBARS ON GRASS RAKE, WHITE LIGHTING UNDER DRIVER FOOTPLATE, AND IN BOTH DRY BOXES. (8) ROCK RED/BLUE LED FLASHING LIGHTS ON CAGE, 30" LED LIGHTBAR FACING FORWARD AND 10" EACH SIDE FACING OUTWARDS ON CAGE PLATFORM MOTOROLA RLN 6490B XBT BTN BEHIND HEAD HEADSETS MARINE ENGINE DIAGNOSTIC SCANNER		0.00	0.00T
	5	600.00	3,000.00
	1	799.00	799.00

**Total**

3% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS.

**Signature**



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Sales@americanairboats.com



Bill To

JEFFERSON COUNTY SHERIFF

CAPT. DANNY WALKER

409-673-5075

Quote	Date	Terms	Sales Rep	P.O #			
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR			
Description					Qty	Rate	Amount
8 HOUR SAFETY, MAINTENANCE, AND DRIVER TRAINING SESSION FOR 6 AT AMERICAN AIRBOATS					6	750.00	4,500.00
T, P, & W title Fee					2	27.00	54.00
T., P., & W. Registration Fee 16-25'					2	53.00	106.00
<b>Total</b>							

3% CONVENIENCE FEE ON ALL CREDIT CARD  
TRANSACTIONS.

**Signature**



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Bill To

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CAPT. DANNY WALKER

409-673-5075

Quote	Date	Terms	Sales Rep	P.O #			
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR			
Description					Qty	Rate	Amount
2024 18X8 CUSTOM ALUMINUM TANDEM AXLE TRAILER TO FIT YOUR AIRRANGER. ALL WELDED HEAVY DUTY ALUMINUM FRAME 2" BULLDOG COUPLER 7 POLE TRAILER WIRING HARNESS SURGE BRAKES ON ONE AXLE HEAVY DUTY TORSION AXLE FULLY WATERPROOF WIRING AND SUBMERSIBLE LED TAIL LIGHTS TRANSOM TIE DOWN STRAPS MOUNTED SPARE TIRE CUSTOM WELDED ATTACHMENT POINT FOR TURNBUCKLE TO ATTACH TO BOAT NON SKID ON FENDERS PVC COVERED GUIDE POLES ALL BUNK BOARDS COVERED IN CARPET					2	7,495.00	14,990.00T
Trailer Title Fee					2	38.00	76.00
Trailer Registration Fee					2	72.25	144.50
<b>Total</b>							

3% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS.

**Signature**



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Quote	Date	Terms	Sales Rep	P.O #			
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR			
Description					Qty	Rate	Amount
DELIVERY TO JACK BROOKS LOCATION					2	0.00	0.00
**LIFETIME WARRANTY ON HULL AGAINST MANUFACTURER DEFECT						0.00	0.00T
**10 YEAR WARRANTY ON METALWORK AGAINST MANUFACTURER DEFECTS							
**3 YEAR WARRANTY ON POLYMER INSTALLATION							
**3 YEAR/200 HR WARRANTY ON ENGINE THROUGH PCM							
**1 YEAR WARRANTY ON DRIVE UNIT FROM CENTURY DRIVE UNITS							
**1 YEAR WARRANTY ON PROPELLER FROM WHIRLWIND PROPELLERS							
**1 YEAR WARRANTY ON TRAILER THROUGH COASTLINE TRAILER MFG							

**Total**

3% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS.

**Signature**



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409-673-5075

Quote	Date	Terms	Sales Rep	P.O #		
202688	1/15/2024	Net 30	SLF	IFB 23-078/MR		
Description				Qty	Rate	Amount
COMPLIMENTARY OPERATOR SAFETY, AND MAINTENANCE MANUAL TO BE DELIVERED WITH EACH BOAT						
FREE ANNUAL SAFETY INSPECTION AT AMERICAN AIRBOAT CORP.				1	0.00	0.00T
AMERICAN AIRBOATS IS WILLING TO PICK UP AND DELIVER AIRBOAT FROM JACK BROOKS LOCATION TO AND FROM AMERICAN AIRBOAT CORP IN ORANGE FOR MAINTENANCE WORK AS WE DO NOT HAVE A CONTRACTED SERVICE CENTER IN JEFFERSON COUNTY						
AIRRANGER MASTER SERVICE: OIL & FILTER CHANGE, FUEL FILTER REPLACEMENT, & GREASING OF REDUCTION UNIT. DIAGNOSTIC EVALUATION					395.00	395.00T
NON-Sales Tax					0.00%	0.00
<b>Total</b>						<b>\$244,054.50</b>

3% CONVENIENCE FEE ON ALL CREDIT CARD TRANSACTIONS.

Signature \_\_\_\_\_



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

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

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

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

January 9, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-078/MR) **Airboats for Jefferson County Sheriff's Office**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Airboats for Jefferson County Sheriff's Office  
**BID NUMBER:** IFB 23-078/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, February 7, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

<p><b>PUBLISH:</b>  <b>Beaumont Enterprise &amp; Pt. Arthur News:</b>          January 10, 2024 &amp; January 17, 2024  <b>Examiner:</b>          January 11, 2024</p>
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**TABLE OF CONTENTS**

TABLE OF CONTENTS .....1

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

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

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

DEBARMENT/SUSPENSION CERTIFICATION ..... 23

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 24

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

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

SAMPLE FORM 1295 .....30

INSERTION PAGE: FORM 1295 ..... 31

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

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

BIDDER INFORMATION FORM .....36

SECTION 4: MINIMUM SPECIFICATIONS.....37

OFFER TO CONTRACT FORM .....41

ACCEPTANCE OF OFFER FORM .....42

INSERTION PAGE: ADDENDA .....43

BID FORM .....44

VENDOR REFERENCES .....45

SIGNATURE PAGE .....46

CERTIFICATION REGARDING LOBBYING .....47

CONFLICT OF INTEREST QUESTIONAIRE .....48

LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....49

GOOD FAITH EFFORT DETERMINATION CHECKLIST .....50

NOTICE OF INTENT .....51

HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....52

RESIDENCE CERTIFICATION/TAX FORM.....56

HOUSE BILL 89 VERIFICATION .....57

SENATE BILL 252 CERTIFICATION .....58

BID AFFIDAVIT .....59

**BID SUBMISSIONS:**

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

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

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

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

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

---

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

**1. BIDDING.****1.1 BIDS.**

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

**1.2 AUTHORIZED SIGNATURES.**

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

**1.3 LATE BIDS.**

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

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

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

**1.5 WITHDRAWAL OF BID AFTER OPENING.**

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

**1.6 BID AMOUNTS.**

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

**1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.**

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

**1.8 ALTERNATES.**

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

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

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

**1.15 ADDENDA.**

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

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

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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



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

**1.19 RESPONSIBLE STANDING OF BIDDER.**

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

**1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.**

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

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

**1.21 PUBLIC BID OPENING.**

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

**2. PERFORMANCE.**

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

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

**2.2 AGE AND MANUFACTURE.**

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

**2.3 DELIVERY LOCATION.**

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

**2.4 DELIVERY SCHEDULE.**

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

**2.5 DELIVERY CHARGES.**

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

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

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

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

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

### **2.16 EVALUATION.**

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

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

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

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

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

#### **4.4 TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

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

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Department.

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

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

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

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

**19. CERTIFICATION.**

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

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

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

**20. DEFINITIONS.**

“County” – Jefferson County, Texas.

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

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

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



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

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

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

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

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

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

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

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

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

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

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



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

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

**BYRD ANTI-LOBBYING CERTIFICATION**

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

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

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

The Contractor Good Time Outdoors 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.

L. Cliff  
Signature of Contractor's Authorized Official

Norman Clifford President  
Name and Title of Contractor's Authorized Official

2-6-24  
Date

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

**DEBARMENT/SUSPENSION CERTIFICATION**

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

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

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

The Contractor Good Time Outdoors, 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

Norman Clifton, President  
Name and Title of Contractor's Authorized Official

2/6/24  
Date

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

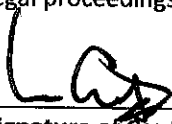
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Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter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

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

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

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



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

*Norman Clifton, President*

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

*2/6/24*

\_\_\_\_\_  
Date

**REQUIRED FORM**

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

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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

YMDHXS8WC6X9

**Reset**

**Search**

## Entity Information

**GOOD TIME OUTDOORS INC.**      Active Registration

Unique Entity ID  
**YMDHXS8WC6X9**

Your registration was activated on 2023-08-30. It expires on 2024-08-17, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

### More About the Entity Status Tracker

**Getting Started with Registration**

**Entity Status Guide**

**Legend**

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

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

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

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

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

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

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

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

**FORM 1295 Implementation Background:**

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

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

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

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

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

**FORM 1295 EXEMPTIONS:**

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

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

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

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

**SAMPLE COMPLETED FORM 1295**

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

**CERTIFICATE OF INTERESTED PARTIES FORM 1295**

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**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**

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

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
**VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE**

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

**5 Check only if there is no interested party.** **CHECK BELOW IF APPLICABLE**

**6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION.**  
My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_  
My address \_\_\_\_\_  
(street) (city) (state) (zip code) (country)  
I declare under penalty of perjury that the foregoing is true and correct.  
Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_  
(month) (year)  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity  
(Declarant)

**ADD ADDITIONAL PAGES AS NECESSARY**

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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.**

Good Time Outdoors, Inc.  
Ocala, FL United States

Certificate Number:  
2024-1120029

Date Filed:  
02/05/2024

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

Jefferson County Purchasing Department

Date Acknowledged:

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

IFB 23-078/MR  
TWO COMPLETE AIRBOATS FOR SHERIFF'S OFFICE

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	CLIFTON, NORMAN	OCALA, FL United States	X	

5 Check only if there is NO Interested Party.

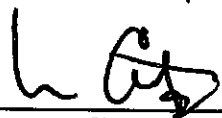
**6 UNSWORN DECLARATION**

My name is Norman P Clifton III and my date of birth is 11/29/1962

My address is 4600 W. Hwy 326 Ocala FL 34482 Marion  
(street) (city) (state) (zip code) (country)

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

Executed in Marion County, State of Florida, on the 5<sup>th</sup> day of February, 2024.  
(month) (year)

  
\_\_\_\_\_  
Signature of authorized agent of contracting business entity (Declarant)

**SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)****6. MULTIPLE VENDOR AWARD.**

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

**7. DELIVERY.**

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

**8. PAYMENT.**

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

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

**Invoices shall be submitted to:**

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

**9. USAGE REPORTS.**

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

**10. INSURANCE.**

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

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

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

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

**Minimum Insurance Requirements:**

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

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

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



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

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

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



# CERTIFICATE OF LIABILITY INSURANCE

95

DATE (MM/DD/YYYY)  
11/27/2023

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Brown & Brown of Florida, Inc. P.O. Box 2412  Daytona Beach FL 32115-2412		<b>CONTACT NAME:</b> Angela Phifer <b>PHONE (A/C, No, Ext):</b> (386) 239-5766 <b>E-MAIL ADDRESS:</b> angela.phifer@bbrown.com <b>FAX (A/C, No):</b>																						
<b>INSURED</b>  Good Time Outdoors Inc dba GTO Performance Airboats 4600 West Highway 326  Ocala FL 34482		<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Argonaut Insurance Company</td> <td>19801</td> </tr> <tr> <td>INSURER B:</td> <td>Lloyd's</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Argonaut Insurance Company	19801	INSURER B:	Lloyd's		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

**COVERAGES****CERTIFICATE NUMBER:** 23-24**REVISION NUMBER:**

**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>MARINE OPERATORS LIABILITY</b>  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			726OM311105	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 Marine Op Legal Liab \$ 1,000,000								
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			726OM311105	11/22/2023	11/22/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$								
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PSRE669	11/22/2023	11/22/2024	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$								
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y <input type="checkbox"/> N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"> <tr> <td>PER STATUTE</td> <td>OTH-ER</td> </tr> <tr> <td>E.I. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.I. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.I. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	PER STATUTE	OTH-ER	E.I. EACH ACCIDENT	\$	E.I. DISEASE - EA EMPLOYEE	\$	E.I. DISEASE - POLICY LIMIT	\$
PER STATUTE	OTH-ER														
E.I. EACH ACCIDENT	\$														
E.I. DISEASE - EA EMPLOYEE	\$														
E.I. DISEASE - POLICY LIMIT	\$														

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

RE: BIDDING PURPOSES ONLY

**CERTIFICATE HOLDER****CANCELLATION**

GOOD TIME OUTDOORS INC DBA GTO PERFORMANCE AIRBOATS DBA CORE RIFLE SYSTEMS 4600 WEST HWY 326 OCALA FL 34482	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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# CERTIFICATE OF LIABILITY INSURANCE

96

DATE (MM/DD/YYYY)  
2/6/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> GIGA Solutions, Inc. 101 Plaza Real South Ste 201 Boca Raton FL 33432	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 888-581-0807      FAX (A/C, No): 954-252-4426 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : State National Insurance Company, Inc      12831 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

**COVERAGES**      **CERTIFICATE NUMBER:** 670918952      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	AMX-211-0001-006	10/1/2023	10/1/2024	X PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Coverage provided for all leased employees but not subcontractors of: Good Times Outdoors, Inc Location coverage effective: 10/1/23

**CERTIFICATE HOLDER**

**CANCELLATION**

* FOR BIDDING PURPOSES ONLY *	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BIDDER INFORMATION FORM**

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

**Bid Number & Name:** (IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office

**Bidder's Company/Business Name:** Good Time Outdoors Inc d/b/a GTO Performance  
Airboats

**Bidder's TAX ID Number:** 59-3138695

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

**Contact Person:** Norman Clifton **Title:** President

**Phone Number (with area code):** 352-401-9070

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

**Fax Number (with area code):** 352-401-9667

**Email Address:** summer@gtoairboats.com

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

4600 W. Hwy 326

Address  
Ocala, FL 34482

City, State, Zip Code

**REQUIRED FORM**

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

## SECTION 4: MINIMUM SPECIFICATIONS

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

### **SCOPE OF PROJECT:**

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

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

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

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

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

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

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

### **Required Specifications/Features**

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

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

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

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



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

OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

To Jefferson County:

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

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

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

We acknowledge receipt of the following amendment(s): 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

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

Good Time Outdoors, Inc

Company Name

For clarification of this offer, contact:

4600 W. Highway 326

Address

Norman Clifton, President

Name & Title

Ocala FL 34482

City

State

Zip

352-401-9070 352-401-9667

Phone

Fax

[Signature]

Signature of Person Authorized to Sign

summer@gtoairboats.com

E-mail

Norman Clifton

Printed Name

President

Title

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

**ACCEPTANCE OF OFFER**

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

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

This contract shall henceforth be referred to as Contract No. IFB 23-078/MR. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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

---

**Date**

**ATTEST:**

---

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

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**Date**

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



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

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

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

**Addendum to IFB**

**IFB NUMBER:** IFB 23-078/MR  
**IFB TITLE:** Airboats for Jefferson County Sheriff's Office  
**IFB DUE BY:** 11:00 am CT, Wednesday, February 7, 2024  
**ADDENDUM NO.:** 1  
**ISSUED (DATE):** January 23, 2024


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

**Reason for Issuance of this Addendum: Vendor Questions**

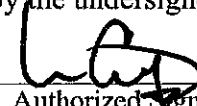
**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

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

**ATTEST:**

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Witness

  
 \_\_\_\_\_  
 Authorized Signature (Respondent)

*President*  
 \_\_\_\_\_  
 Title of Person Signing Above

*Norman Clifton*  
 \_\_\_\_\_  
 Typed Name of Business or Individual

Approved by \_\_\_\_\_ Date: \_\_\_\_\_

*4600 W. Hwy 326 Ocala FL 34482*  
 \_\_\_\_\_  
 Address



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

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

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

1. Question: Item 1: 2 heavy duty bow eyes. **\*\*top eye constructed for trailer tow; bottom constructed for securing to trailer\*\*** TYPICALLY, THERE IS ONE BOW EYE AND THE WINCH STRAP AND SAFETY CHAIN BOTH CONNECT TO IT. Please clarify.

Answer: The 2<sup>nd</sup> or bottom eye will be used to attach a turnbuckle to the trailer for secured towing. The 2<sup>nd</sup> eye should be placed directly under the top eye.

2. Question: Item 8: cage Lighting: Two (2) LED white 30" cage lights on top of engine cage facing forward. Two (2) white LED 10" on each side of cage facing with separate switch. YOU WILL NOTICE THIS IS THE SAME TERMINOLOGY USED ON THE GRASS RAKE, BUT IS NOT NORMAL FOR THE CAGE LIGHTING. IF THAT IS EXACTLY WHAT YOU WANT, PLEASE CLARIFY PLACEMENT. ALTERNATIVELY, WE CAN BUILD A LIGHT PLATFORM THAT HOUSES A SINGLE 30" LED LIGHTBAR FACING FORWARD AND A 10' FACING OUTWARD ON EACH SIDE, WHICH IS A NORMAL SETUP FOR LEO/SAR. THE PLATFORM ALSO ALLOWS FOR ANY ADDITIONAL COMMS THAT MAY BE NEEDED IN THE FUTURE. (IE RADAR, SEARCH LIGHT).

Answer: The alternate suggestion will work.

3. Question: Item 11: 15" galvanized 5 lug wheels with greaseable hubs. WE HIGHLY RECOMMEND 14" FOR EASIER LOADING AND UNLOADING, ESPECIALLY DRY LOADING DURING EMERGENCY TIMES

Answer: Alternate 14" wheels will work.

4. Question: Item 11: Custom welded attachment point for turn buckle to attach to boat for security. IS THIS THE SAFETY CHAIN? IF NOT, PLEASE CLARIFY THE TURN BUCKLE REQUIREMENT.

Answer: See heavy duty bow eyes. This is an additional safety anchor point to tie the boat to the trailer while towing. In addition to the wrench strap, we will be using a turn buckle attached from the trailer and hooked to the boat.

5. Question: Could you please clarify if the bid bond/Surety is required (must be provided) to submit our bid?

Answer: There is not a bid bond requirement for this project.

6. Question: Are we eligible to use a subcontractor that is an authorized dealer to deliver?

Answer: Yes, the purchase order and payment shall be issued to the authorized dealer.

## BID FORM

Item No.	Item Description	Bid Price (Each)	Projected Delivery Time from Date of Purchase
1	18 Foot Airboat with Motor	\$ 88,940 <sup>00</sup>	120 days
2	Trailer for Airboat	\$ 9600 <sup>00</sup>	120 days

**REQUIRED FORM**

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

## VENDOR REFERENCES FORM

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

## REQUIRED FORM

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

## REFERENCE ONE

Government/Company Name: Manatee County Sheriff  
 Address: 600 US Hwy 301 Blvd W Ste 202  
 Contact Person and Title: Russell Schnering  
 Phone: 941-737-0793 Fax: \_\_\_\_\_  
 Email Address: russell.schnering@manateesheriff.com Contract Period: End date 5/18/23  
 Scope of Work: 16' x 8' GTO Std Series w/ Trailer

## REFERENCE TWO

Government/Company Name: City of Mandeville  
 Address: 1100 Mandeville High Blvd, Mandeville, LA 70471  
 Contact Person and Title: Clif Siverd  
 Phone: 985-626-3144 Fax: \_\_\_\_\_  
 Email Address: csiverd@cityofmandeville.com Contract Period: Project End date 3/15/23  
 Scope of Work: 15' x 7 1/2' GTO Airboat w/ Trailer

## REFERENCE THREE

Government/Company Name: Lake County Aquatic Plant Management  
 Address: 401 S. Bloxham Ave Tavares, FL 32778  
 Contact Person and Title: Tony Ellis  
 Phone: 352-343-9435 Fax: \_\_\_\_\_  
 Email Address: tonyellis@lakecountyfl.org Contract Period: End date 6/21/22  
 Scope of Work: 18' x 8' GTO Airboat w/ Trailer

\*\*\* See attached for additional references



**Good Time Outdoors, Inc.**  
**D/B/A GTO Performance Airboats**

4600 West Highway 326  
Ocala FL, 34482  
352-401-9070 Phone  
352-401-9667 Fax

References:

Manatee County Sheriff  
Purchasing & Supply  
600 US Hwy 301 Blvd W, suite 202  
Bradenton, Florida 34205  
Russell Schnering  
941-737-0793  
Russell.Schnering@manateesherriff.com  
Project End Date 05/18/23

City of Mandeville  
1100 Mandeville High Blvd.  
Dept of Public Works  
Mandeville, LA 70471  
Clifton Siverd  
csiverd@cityofmandeville.com  
985-626-3144  
Project Date: 01/18/23- 03/15/23

Lake County  
Aquatic Plant Management  
401 S Bloxham Ave  
PO Box 7800  
Tavares, Florida 32778  
Tony Ellis  
352-343-9435  
tony.ellis@lakecountyfl.gov  
Project Date: 03/15/22 – 06/21/22

Plaquemines Parish Sheriff's Office  
8022 Hwy 23  
Belle Chase, LA 70037  
Sheriff Gerald A. Turlich, Jr.  
504-934-6799  
lrfisher@ppso.net  
Project Date: 03/24/21 - 07/29/2021

Dynatrax Inc  
18662 Colony Road  
Bow, WA 98232  
Richard Spink  
360-661-0084  
dspink@gmail.com  
Project Date: 05/14/21-07/19/21

Lake County Fleet Maintenance  
20423 Independense  
Groveland, FL  
Amy Munday  
352-343-9839  
[amunday@lakecountyfl.gov](mailto:amunday@lakecountyfl.gov)  
Project Date: 09/06/19 – 12/04/19

Dane County Sheriff's Office  
115 Doty Street  
Madison, WI  
Pete Patten  
608-267-3523  
[Patten.peter@countyodane.com](mailto:Patten.peter@countyodane.com)  
Project Date: 06/13/19 – 10/14/19

SIGNATURE PAGE

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

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

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

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

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

Good Time Outdoors, Inc. <sup>dba GTO Performance Airboats</sup>  
Bidder (Entity Name)

Norman Clifton  
Signature

4600 W. Highway 326  
Street & Mailing Address

Norman Clifton  
Print Name

Ocala, FL 34482  
City, State & Zip

2/5/2024  
Date Signed

352-401-9070  
Telephone Number

352-401-9667  
Fax Number

summer@gtoairboats.com  
E-mail Address

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

## CERTIFICATION REGARDING LOBBYING

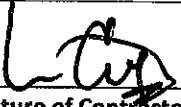
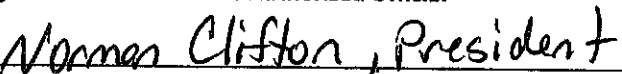

### Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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


<hr/> <b>Signature of Contractor's Authorized Official</b>

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

<hr/> <b>Date</b>

**REQUIRED FORM**

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

**CONFLICT OF INTEREST QUESTIONNAIRE**

N/A

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

Adopted 8/7/2015

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

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

<b>LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT</b>		<b>FORM CIS</b>
<p>This questionnaire reflects changes made to the law by H.B. 23, 94th 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>		<b>OFFICE USE ONLY</b>
<b>1</b>	Name of Local Government Officer	Date Received
<b>2</b>	Office Held	
<b>3</b>	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
<b>4</b>	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
<b>5</b>	<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>	
<b>6</b>	<p><b>AFFIDAVIT</b></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**

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

Yes  No

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

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

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

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

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

Norman Clifton  
Printed Name of Authorized Representative

[Signature]  
Signature

President  
Title

2/5/2024  
Date

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

All work performed "in house"

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

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

Yes  No

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

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

Contractor Name: Good Time Outdoors, Inc HUB:  Yes  No

Address: 4600 W. Hwy 326 Ocala FL 34482  
Street City State Zip

Phone (with area code): 352-401-9070 Fax (with area code): 352-401-9667

Project Title & No.: Airboats for Jefferson Cty Sheriff's office IFB 23-078/A

Prime Contract Amount: \$ 98,540<sup>00</sup>

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: \_\_\_\_\_

Norman Clifton [Signature] 2/15/24  
Printed Name of Contractor Representative Signature of Representative Date

N/A \_\_\_\_\_  
Printed Name of HUB Signature of Representative Date

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

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



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

PAGE 1 OF 4

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

Yes  No

Prime Contractor: Good Time Outdoors, Inc. HUB:  Yes  No

HUB Status (Gender & Ethnicity): N/A

Address: 4600 W. Hwy 326 Orla FL 34482  
Street City State Zip

Phone (with area code): 352-401-9070 Fax (with area code): 352-401-4667

Project Title & No.: Airboats for Jefferson Cty Sheriff's Office IFB/RFP No.: 23-078/MR

Total Contract: \$ 98,540 Total HUB Subcontract(s): \$ 0 N/A

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

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

**FOR HUB OFFICE USE ONLY:**  
Verification date HUB Program Office reviewed and verified HUB Sub Information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

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

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

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

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

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

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

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

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: N/A

HUB Status (Gender & Ethnicity):

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

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

HUB Subcontractor Name:

HUB Status (Gender & Ethnicity):

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

Address: Street City State Zip

Contact person: Title:

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

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

Description of Subcontract Work to be Performed:

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

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

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

PAGE 3 OF 4

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

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

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

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: No Subcontractors used

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

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

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

Subcontractor Name: N/A

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

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

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

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

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

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

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

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

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

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

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

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

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

PAGE 4 OF 4

Subcontractor Name: N/A

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

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

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

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

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

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

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

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

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

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

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

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

Name (print or type): Norman Clifton

Title: President

Signature: [Signature]

Date: 2/5/24

E-mail address: summer@gtairboats.com

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

Name (print or type): Katrina Clifton

Title: V. Pres

Date: 2/5/24

E-mail address: Katrina@gtairboats.com

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

**RESIDENCE CERTIFICATION/TAX FORM**

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

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

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

I certify that Good Time Outdoors Inc [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Ocala Florida (city and state).

Taxpayer Identification Number (T.I.N.):		59-3138695
Company Name submitting bid/proposal:		Good Time Outdoors, Inc. d/b/a GTO Performance Airboats
Mailing address:	4600 W. Hwy 326 Ocala FL 34482	
If you are an individual, list the names and addresses of any partnership of which you are a general partner:		
N/A		

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

Jefferson County Tax Acct. No.*	Property address or location**
N/A	

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

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

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

[Signature]  
Signature of Company Representative

2/5/2024  
Date

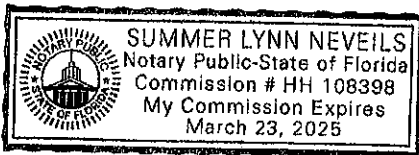
On this 6<sup>th</sup> day of February, 2024, personally appeared

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

Notary Seal

[Signature]  
Notary Signature

2/6/24  
Date



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

**SENATE BILL 252 CERTIFICATION**

---

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

Good Time Outdoors Inc  
Company Name

IFB 23-078/MR  
IFB/RFP/RFQ number

Certification check performed by:

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

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF Florida COUNTY OF Marion

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

on this day personally appeared Norman Clifton, who  
(name)

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

"I, Norman Clifton am a duly authorized officer of/agent  
(name)

for Good Time Outdoors, Inc and have been duly authorized to execute the  
(name of firm)

foregoing on behalf of the said Good Time Outdoors, Inc.  
(name of firm)

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

Name and address of Bidder: Good Time Outdoors, Inc d/b/a GTO Performance  
Airboats

Fax: 352-401-9667 Telephone# 352-401-9070

by: Norman Clifton Title: President  
(print name)

Signature: [Handwritten Signature]

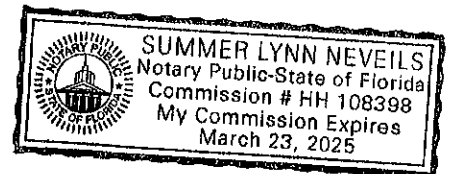
SUBSCRIBED AND SWORN to before me by the above-named

Norman Clifton on

this the 6<sup>th</sup> day of February, 2024

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

Summer L Neveils  
Notary Public in and for  
the State of Florida





4600 West HWY 326 Ocala FL, 34482  
 Phone (352)401-9070 Fax (352)401-9667  
 sales@gtoairboats.com

FEBRUARY 06, 2024

To: Jefferson County Sheriff's Office  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Tx 77701

## **GTO Performance Airboats**

### **HULL**

- >All Welded Aluminum Construction
- >Non-Trip Chine of Latest Design
- >Full Length Gun Wales with Closed Ends
- >Length 18'
- >Beam 8'
- >Height of Midship 28 Inches
- >Transom Min. 26 Inches
- >Transom Relieved 15 Degrees for Rear Wash Safety
- >Bottom One Piece .190 5086 Marine Grade Aluminum
- >Bulkhead & Transom .190 5086 Marine Grade Aluminum, Relieved 15 Degrees for Rear Wash Safety
- >Bow Cap & Sides .125 5052 Marine Grade Aluminum
- >Rear Corner Cage Gussets Welded Top and Bottom
- >11 - 2" X 2" X .250 Aluminum T-Bar Stringers
- >4 - .190 5086 Aluminum Gussets mounted T-Bar to Transom
- >4 - .125 5052 Aluminum Gussets mounted Transom to Splash Plate
- >2 - Aluminum I-Beam Cross Braces 2 ½" X 3" Welded I-Beam
- >Front Deck Area 42" Width, Lockable Storage w/ LED Lights and Shock Absorber
- >6" Walk Boards
- >Top of Deck non-skidded for Safety-Choice of Standard Colors
- >2 - 1" Drain Plugs
- >Aluminum Floor Covering T-Bar with Non-Skid
- >2-Heavy Duty Stainless Bow Eye
- >2-Transom Rear Tie Downs
- >4-Stainless Steel Retractable Cleats with Rope

### **POLYMER**

- >3/8" UHMW Polymer Bottom
- >3/8" UHMW Polymer Sides
- >Attached with 5/16" Countersunk Aircraft Rivets

## **GRASS RAKE**

- >24" Solid Aluminum
- >Step
- >USCG Approved L.E.D. Side (Shark Eye) Navigational Lights
- >1-30" White LED Lightbar Facing Forward
- >2-10" White LED Lightbar Starboard and Port

## **ENGINE**

- >New Pleasure Craft Marine Levitator Supercharged 6.2 Liter/600 Horsepower Engine
- >Engine Cowling Cover
- >12-Volt 150 Amp Alternator
- >Serpentine Belt Pulley System
- >PCM Electric Primary and Secondary Fuel Pumps Mounted Externally in FCC
- >PCM In-Line Fuel/ Water Separator Sealed Filter
- >U.S.C.G. Approved Fuel Lines
- >Electric Gear Reduction Starter
- >Heavy-Duty Fly Wheel
- >Energy Suspension Interlocking Motor Mounts
- >EZ Drain Oil Line

## **REDUCTION**

- >Century Drive Systems Belt Box
- >CH3 2.3 :1 w/ Blackhawk Belt

## **PROPELLER**

- >Sensenich Composite Propeller
- >Adjustable Pitch
- >3 - Blade 84" to Match Engine Horsepower

## **SEATING**

- >Seating for 5, 2-Fat Man Rear Operator, One Triple Front
- >Seats Mounted on Rubber Supports
- >Seat Handles for All Seating
- >Wire Baskets Under All Seats
- >Black Marine Vinyl Seat Cushions with 2" White Lettering "Jefferson County Sheriff"
- >Black Marine Vinyl Seat Rain Covers with 2" White Lettering "Jefferson County Sheriff"

## **RIGGING**

- > .065 wall 304 Stainless Steel Square Tubing Super Structure with 1 ¼" Engine Stand Supports
- > .065 wall 304 Stainless Steel Square Tubing Super Structure Seat Package
- >Round .065 wall 7/8" & 1" 304 Stainless Steel Tubing Cage
- >Propeller Guard to provide 3" Min. Clearance for 82" Propeller.
- >.135" X 2" X 4" Stainless Steel Cage Wire Mounted Bottom Of Cage
- >.135" X 4" X 4" Stainless Steel Cage Wire Mounted Top of Cage
- >Emergency Light Platform
- >2-Tabs for 30" LED Light bars
- >Supercharger Cooler Mounted on Top
- >Engine Maintenance Cage Access Doors

## **EQUIPMENT**

- >Stainless Steel Cable Steering attached to top of Rudders with Stainless Steel Heim Joints
- >Stainless Steel Flex Pipe 3"
- >Stainless Steel Headers
- >Stainless Steel Mufflers
- >AFCO LS Style Dual Pass Engine Cooling Aluminum Radiator
- >Hayden Heavy Duty Oil Cooler
- >AFCO Heavy Duty Aluminum Supercharger Cooler
- >Braided Oil Cooler Lines
- >Aluminum Coolant Expansion Tank
- >U.S.C.G. Approved Radiator/Coolant Hoses
- >1-Automatic Bilge System (2200 GPH) Activated by Switch Only
- >1-Automatic Bilge System (2200 GPH) Activated by Auto Float Switch
- >Dual Batteries with Battery Boxes (650 Cranking Amps)
- >Ignition Protected 4 Position Battery Selector Switch
- >Certified 50 Gallon Aluminum Fuel Tank with Remote Fill
- >2' X 5' Foot Air Foil Aluminum Rudders, Foam Filled, Nylon Bushings
- >Stainless Steel Rudder Rods
- >Rudders attached with Stainless Steel Heim Joints
- >All Stainless-Steel Fasteners
- >L.E.D. Lights Attached to Cage
- >Floorboard Courtesy Light Package
- >U.S.C.G. Approved Navigational Lights
- >1-Fire Extinguisher Bracket w/ 5 lb. Fire Extinguisher
- >1-Techmate Pro Diagnostic Program
- >2-12V Accessory Plugs Located Under Triple
- >2-USB Accessory Port Located Under Triple
- >5-Motorola RLN6490B XBT Bluetooth BTN Headsets w/ Accessory Kit
- >4" Black Hull Side Lettering "Jefferson County Sherriff" Port and Starboard
- >8-Blue LED Flashing Strobe Lights Mounted on Cage (Visible All Directions)
- >2-30" White LED Cage Lights Mounted on Cage (Facing Forward)
- >2-10" White LED Cage Lights Mounted on Cage (Facing Outward)
- >2-8'Minn Kota Raptor Series Power Poles Mounted To Transom
- >Minn Kota Battery Tender Trickle Charger

## **INSTRUMENTATION**

- >XL Aluminum Bootleg Style Panel
- >Enlarged Glove Box
- >Ignition Kill Switch with Lanyard
- >Marine Vinyl Cover
- >Marine Standard Wiring
- >Lighted Marine Gauges
- >Voltmeter
- >Temperature Gauge
- >Oil Pressure Gauge
- >Tachometer
- >Hour Meter
- >Fuel Gauge
- >Labeled & Lighted Marine Toggle Switches with Rubber Boots
- >Separate Switch for Blue LED Cage Mounted Stobes
- >Separate Switch for 10" LED Cage Lights

- >2-Minn Kota Power Pole Switches Mounted
- >Engine Warning System
- >2 -12 Volt Marine Power Point Mounted Front of Console
- >2-USB Ports Mounted In Storage Compartment
- >2 Grab Handles
- >Fuse Panel with Circuit Breakers
- >HELIX 7 MSI GPS G4 (Item# 411930-0) Recessed in Dash

## **PAINT/POWDERCOAT/WEBBING**

- >Rudders Painted (Black)
- >Seat Shells Painted (Black)
- >Instrument Panel Powder Coated (Black)
- >Expansion & Overflow Tanks (Powder Coated Black)
- >All Walk Areas Non-Skid (Black)
- >Rigging (Powder Coated Black)
- >Webbing (Black)
- >Hull Outside (Bare Aluminum)

## **TRAILER**

- >Aluminum I-Beam Construction
- >Stainless Steel Nuts, Bolts and Washers
- >All Welded Aluminum Frame
- >Diamond Plate Fenders with Steps Non-Skid for Safety
- >Tandem Torsion Axle (3500 lbs. Per Axle)
- >7-Pin Heavy Duty Harness
- >Heat Shrunk Electrical Connectors
- >Surge Brakes
- >2" Heavy Duty Coupler
- >2" Heavy Duty Strap
- >2 - Safety Chains
- >Heavy Duty Tongue Jack with Wheel
- >Heavy Duty Wench, Nylon Strap & Safety Chain
- >Marine Easy Grease Bearings
- >Marine Carpet Covered 2- Running & 2-Side Boards
- >14" Galvanized Wheels
- >14" Galvanized Spare Tire & Wheel
- >Submersible D.O.T. LED Lights
- >Easy Loading Rear Loaders
- >Transom Tie Down Straps
- >Stainless Steel Fasteners
- >Custom Welded Attachment Point For Turn Buckle to Boat
- >Side Guides Rear

## **MANUALS**

*>2 - Owner/Operational/Maintenance Manuals*

## **TRAINING**

*>Training for Operation, Maintenance and Safety*

## **LIMITED-WARRANTY**

*>Hull: Manufacture provides a 5 Year warranty against defects in Workmanship and Materials to the Original Owner. Polymer, Non-Skid and Painted Surfaces are not included in this Warranty \**

*>Engine: Manufacture warrants its new products to be free from defects in material and workmanship under normal use and service conditions for 3 Year/200 Hour warranty \**

*>Reduction Unit: Manufacture warrants its Product to be free from defects in Materials and Workmanship under normal use and service by Original Owner for a Period of 2 Years or 200 operating hours from date of Purchase \**

*>Propeller: Manufacture warrants its products against defects in Material, Workmanship, and Manufacturing for 3 Year/300 Hours \**

*>Trailer: Manufacturer warrants Trailer for a Period of 2 Years \**

*>All other Equipment & Accessories Minimum of 1 Year Coverage by repair or replacement \**  
*\*Details and limitations of Warranties are provided*

**Airboat Total Per Specifications = \$88,940.00**

**Trailer Total Per Specifications = \$9,600.00**

**F.O.B. Destination Total Per Specifications = \$98,540.00**

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**PATRIOT AIRBOAT CORP.**

**MADE IN AMERICA**



**JEFFERSON COUNTY  
AIRBOAT BID  
IFB 23-078/MR**



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

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

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

**LEGAL NOTICE**

**Advertisement for Invitation for Bids**

January 9, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-078/MR) **Airboats for Jefferson County Sheriff's Office**. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

**BID NAME:** Airboats for Jefferson County Sheriff's Office  
**BID NUMBER:** IFB 23-078/MR  
**DUE BY TIME/DATE:** 11:00 AM CT, Wednesday, February 7, 2024  
**MAIL OR DELIVER TO:** Jefferson County Purchasing Department  
 1149 Pearl Street, 1<sup>st</sup> Floor  
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent  
 Jefferson County, Texas

**PUBLISH:**

**Beaumont Enterprise:**

January 11, 2024 & January 17, 2024

**Pt. Arthur News:**

January 13, 2024 & January 17, 2024

**Examiner:**

January 18, 2024

**TABLE OF CONTENTS**

TABLE OF CONTENTS .....1

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

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

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

DEBARMENT/SUSPENSION CERTIFICATION ..... 23

CIVIL RIGHTS COMPLIANCE PROVISIONS ..... 24

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

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

SAMPLE FORM 1295.....30

INSERTION PAGE: FORM 1295 .....31

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

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

BIDDER INFORMATION FORM .....36

SECTION 4: MINIMUM SPECIFICATIONS.....37

OFFER TO CONTRACT FORM .....41

ACCEPTANCE OF OFFER FORM .....42

INSERTION PAGE: ADDENDA .....43

BID FORM .....44

VENDOR REFERENCES .....45

SIGNATURE PAGE .....46

CERTIFICATION REGARDING LOBBYING .....47

CONFLICT OF INTEREST QUESTIONNAIRE .....48

LOCAL GOVERNMENT OFFICER: CONFLICT DISCLOSURE STATEMENT FORM (OFFICE USE ONLY) .....49

GOOD FAITH EFFORT DETERMINATION CHECKLIST .....50

NOTICE OF INTENT .....51

HUB SUBCONTRACTING PARTICIPATION DECLARATION FORM.....52

RESIDENCE CERTIFICATION/TAX FORM.....56

HOUSE BILL 89 VERIFICATION .....57

SENATE BILL 252 CERTIFICATION .....58

BID AFFIDAVIT .....59

**BID SUBMISSIONS:**

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

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

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

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



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

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

### **1. BIDDING.**

#### **1.1 BIDS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **1.8 ALTERNATES.**

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

**1.9 DESCRIPTIONS.**

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

**1.10 BID ALTERATIONS.**

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

**1.11 TAX EXEMPT STATUS.**

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

**1.12 QUANTITIES.**

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

**1.13 BID AWARD.**

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

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

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

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

**1.15 ADDENDA.**

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

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

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

**1.17 GENERAL INSURANCE REQUIREMENTS.**

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

**1.18 RESPONSIVENESS.**

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

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

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

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

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

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

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

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

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

### **2. PERFORMANCE.**

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

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

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

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

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

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

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

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

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

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

**2.6 INSTALLATION CHARGES.**

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

**2.7 OPERATING INSTRUCTIONS AND TRAINING.**

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

**2.8 STORAGE.**

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

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

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

**2.10 OSHA.**

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

**2.11 PATENTS AND COPYRIGHTS.**

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

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

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

**2.13 ACCEPTABILITY.**

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

**2.14 MAINTENANCE.**

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

accordingly.

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

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

### **2.16 EVALUATION.**

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

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

### **3.1 PURCHASE ORDERS.**

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

### **3.2 INVOICES.**

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

### **3.3 PROMPT PAYMENT.**

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

### **3.4 FUNDING.**

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

## **4. CONTRACT.**

### **4.1 CONTRACT DEFINITION.**

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

### **4.2 CHANGE ORDER.**

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

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

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

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

#### **4.4 TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4.9 WARRANTY.**

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

**4.10 UNIFORM COMMERCIAL CODE.**

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

**4.11 VENUE.**

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

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

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

**4.13 SILENCE OF SPECIFICATIONS.**

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

**5. REJECTION OR WITHDRAWAL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Department.

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

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

**13. SPECIFICATIONS.**

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

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

**14. DELIVERY.**

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

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

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

**16. CURRENCY.**

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

**17. PRICING.**

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

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

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

**19. CERTIFICATION.**

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

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

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

**20. DEFINITIONS.**

"County" – Jefferson County, Texas.

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

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

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

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

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

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

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

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

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

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

<p>&gt;\$25,000</p>	<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>	<p>2 CFR 200 APPENDIX II (H)</p>
<p>&gt;\$100,000</p>	<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 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>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>&gt;\$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 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.</p>	<p>2 CFR 200.323</p>
<p>&gt;\$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>	
<p>None</p>	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their Contractors and Subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ul style="list-style-type: none"> <li>(1) Procure or obtain;</li> <li>(2) Extend or renew a contract to procure or obtain; or</li> <li>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered</li> </ul>	<p>2 CFR 200.216</p>



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

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

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

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

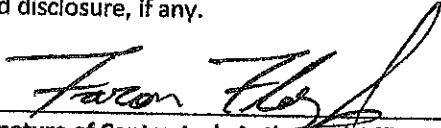
### BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor Patriot Airboat 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

Faron Floyd, President

Name and Title of Contractor's Authorized Official

1-24-24

Date

**REQUIRED FORM**

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

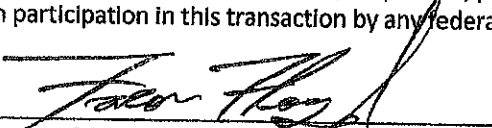
## DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

The Contractor Patriot Airboat 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

Faron Floyd, President  
 \_\_\_\_\_  
 Name and Title of Contractor's Authorized Official

1.24.24  
 \_\_\_\_\_  
 Date

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

## CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

**CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)**

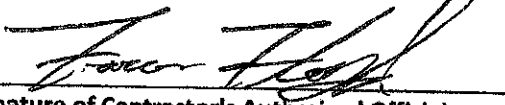
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Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter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

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

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

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



Signature of Contractor's Authorized Official

*Faron Floyd, President*

Name and Title of Contractor's Authorized Official

*1.24.24*

Date

**REQUIRED FORM**

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



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

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The following requirements and instructions supersede General Requirements where applicable.

#### 1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### COUNTY HOLIDAYS (2024):

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

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

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

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

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

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

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

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

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

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

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

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



## Entity Workspace Results 1 Total Results

### PATRIOT AIRBOAT CORPORATION

**Unique Entity ID:** K3QVDQEP7KA9

**CAGE/NCAGE:** 948Q4

**Entity Status:** Active Registration

**Doing Business As:** PATRIOT AIRBOAT  
CORP

**Physical Address:**  
810 EDGEWOOD ST  
VIDOR, TX  
77662-6178 USA

**Expiration Date:**  
Aug 03, 2024

**Purpose of Registration:**  
All Awards

**5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.**  
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

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

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

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

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

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

**FORM 1295 Implementation Background:**

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

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

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

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

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

**FORM 1295 EXEMPTIONS:**

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

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

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

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

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

## OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:  
2024-1116295

Date Filed:  
01/25/2024

Date Acknowledged:

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

PATRIOT AIRBOAT CORP  
VIDOR, TX United States

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

JEFFERSON COUNTY

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

IFB 23-078/MR  
AIRBOAT AND TRAILER

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
FLOYD, FARON	VIDOR, TX United States	X	

5 Check only if there is NO Interested Party.

### 6 UNSWORN DECLARATION

My name is Faron Floyd and my date of birth is 11-26-1980

My address is 810 Edgewood St. Vidor TX 77662 USA  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Orange County, State of Texas, on the 24 day of January, 2024.  
(month) (year)

Faron Floyd  
Signature of authorized agent of contracting business entity  
(Declarant)

### **SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS (CONTINUED)**

**6. MULTIPLE VENDOR AWARD.**

Jefferson County reserves the right to award this contract to more than one vendor at the County's discretion.

**7. DELIVERY.**

If delivery is required, all items must be packaged so as to be protected from damage during shipping and handling. Any item(s) damaged in shipping must be replaced in kind, or repaired, by the Contractor, at the discretion of, and at no additional charge to, Jefferson County.

**8. PAYMENT.**

Jefferson County will pay original invoices that clearly itemize the goods and/or services provided as to quantity, part number, description, price, applicable discount (if any), labor charges showing time differential, if applicable and if previously agreed to, and delivery, installation, and set-up costs, if applicable and if previously agreed to. Only charges as stated on the Bid Form(s) submitted as a part of the bid will be considered.

Invoices must indicate Jefferson County as applicable, the address to which the product(s) and/or service(s) were delivered, and the applicable purchase order number. Invoices will be matched to delivery tickets prior to payment; therefore, all delivery tickets should have an accurate description of the product(s) and/or service(s).

**Invoices shall be submitted to:**

Jefferson County Auditing Department  
Attention: Accounts Payable  
1149 Pearl Street, 7<sup>th</sup> floor  
Beaumont, TX 77701.

**9. USAGE REPORTS.**

Jefferson County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this IFB. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Jefferson County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

**10. INSURANCE.**

The Contractor (including any and all Subcontractors as defined in Section 11.1.3 below) shall, at all times during the term of this contract, maintain insurance coverages with not less than the type and requirements shown below. Such insurance is to be provided at the sole cost of the Contractor. These requirements do not establish limits of the Contractor's liability.

All policies of insurance shall waive all rights of subrogation against the County, its officers, employees and agents; a copy of the policy wording or endorsement is required.

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County as additional insured and will provide the actual policy wording or endorsement showing as such.

All insurance must be written by an insurer licensed to conduct business in the State of Texas.

**Minimum Insurance Requirements:**

<b>Public Liability, including Products &amp; Completed Operations</b>	\$1,000,000
<b>Excess Liability</b>	\$1,000,000

**Property Insurance (policy below that is applicable to this project):**

Improvements &amp; Betterments Policy: Improvements/Remodeling (for Lease Tenants)

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

**Workers' Compensation**

Statutory Coverage (See Section 9 Below)

**11. WORKERS' COMPENSATION INSURANCE****11.1 Definitions:**

- 11.1.1 **Certificate of coverage ("Certificate")** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers' compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.
- 11.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the Contractor's/person's work on the project has been completed and accepted by the governmental entity.
- 11.1.3 **Persons providing services on the project ("Subcontractor") in article 406.096** – Includes all persons or entities performing all or part of the services under the Contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the Contractor and regardless of whether that person has employees. This includes, without limitation, independent Contractors, Subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. "Services" includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 11.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the Contractor providing services on the project, for the duration of the project.
- 11.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to Section 10 above.
- 11.4 If the coverage period shown on the Contractor's current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 11.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
  - 11.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
  - 11.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 11.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 11.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 11.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers' Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- 11.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 11.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.
  - 11.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
  - 11.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
  - 11.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
    - 11.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
    - 11.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
  - 11.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
  - 11.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
  - 11.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs 11.1. – 11.7., with the certificates of coverage to be provided to the person for whom they are providing services.
- 11.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the Contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the Contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 11.11 The Contractor's failure to comply with any of these provisions is a breach of contract by the Contractor which entitles the governmental entity to declare the contract void if the Contractor does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.





PATRAIR-01

OVALDEZ

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/26/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Cravens Warren Insurance Agency, Inc. 10011 W. Gulf Bank Rd. Houston, TX 77040	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (713) 690-6000      FAX (A/C, No): (713) 690-6020 E-MAIL ADDRESS:														
<b>INSURED</b>  Patriot Airboat Corporation 810 Edgewood St Vidor, TX 77662	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A : <b>Argonaut Insurance</b></td> <td style="text-align: center;">19801</td> </tr> <tr> <td>INSURER B : <b>Texas Mutual Insurance Company</b></td> <td style="text-align: center;">22945</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : <b>Argonaut Insurance</b>	19801	INSURER B : <b>Texas Mutual Insurance Company</b>	22945	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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INSURER D :															
INSURER E :															
INSURER F :															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Marine GL  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ. JECT <input type="checkbox"/> LOC OTHER:			7260M5363	7/1/2023	7/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 SHIP REPAIRER \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY  <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			7260M5363	7/1/2023	7/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)    Y/N    N/A If yes, describe under DESCRIPTION OF OPERATIONS below			0002082004	5/6/2023	5/6/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER**

**CANCELLATION**

For Bidding Purpose Only XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXX	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**BIDDER INFORMATION FORM**

Instructions: Complete the form below. Please provide legible, accurate, and complete contact information.  
PLEASE PRINT.

**Bid Number & Name:** (IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office

**Bidder's Company/Business Name:** Patriot Airboat Corp

**Bidder's TAX ID Number:** 84-4393584

**If Applicable:** HUB Vendor No. \_\_\_\_\_ DBE Vendor No. \_\_\_\_\_

**Contact Person:** Faron Floyd **Title:** President

**Phone Number (with area code):** 409.422.0006

**Alternate Phone Number If available (with area code):** 409.920.0716

**Fax Number (with area code):** \_\_\_\_\_

**Email Address:** Faron@patrietairboats.com

**Mailing Address (Please provide a physical address for bid bond return, if applicable):**

810 Edgewood St.  
Address Sidor, Texas 77662  
City, State, Zip Code

**REQUIRED FORM**

**Bidder:** Please complete this form  
and include with bid submission.

## SECTION 4: MINIMUM SPECIFICATIONS

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The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: [mistey.reeves@jeffcotx.us](mailto:mistey.reeves@jeffcotx.us). If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: [deb.clark@jeffcotx.us](mailto:deb.clark@jeffcotx.us). Please reference Bid Number: IFB 23-078/MR.

### **SCOPE OF PROJECT:**

Jefferson County is soliciting bids for two new 18 foot airboats with a 600 HP motor and trailer. The airboats furnished under this Specification shall be the latest production model or newer and shall be of good quality workmanship and material. All units offered under this Specification shall meet or exceed the Required Features specified below.

**Approved Equivalent Items:** The specifications shown are intended to define the level of quality, performance and features only. Products offered shall be of equivalent dimensions, performance and features or better. The brand name product listed is not required. All bidders bidding equivalent items shall submit and itemized comparison documenting equivalence for quality, performance and features of the products offered, as well as the complete manufacturer specifications

Field demonstrations may be requested by Jefferson County prior to, and/or during bid evaluation. Demonstrations must be available at a location in the Jefferson County area without cost to the County.

**Minimum Requirements:** A copy of the manufacturer specifications and brochure, including full warranty terms, must be included with the bid submission for the airboat, motor and trailer.

Delivery time shall be part of the bid proposal and a factor in evaluation of each bid. Failure to honor stated delivery times could result in termination of the contract.

The unit shall be completely assembled, adjusted and all equipment, including standard and supplemental equipment, installed and the unit made ready for continuous operation upon delivery. All parts not specifically mentioned which are necessary for the unit to be complete shall be furnished by the successful bidder. All parts shall conform in strength, quality and workmanship to the accepted standard for the industry. The unit shall meet or exceed all Federal and State of Texas regulations.

**Training:** Awarded vendor will supply an eight (8) hour training course for six (6) operators and one (1) mechanic. Training shall include operation of equipment and controls, general maintenance and operation of watercraft on the water.

### **Required Specifications/Features**

Each 18 foot airboat furnished under this Invitation for Bid must meet or exceed the following specifications.

1. Hull constructed of All Marine Alloy 5086 Aluminum
  - 3/16" bottom (No splicing will be allowed.)
  - 26" – 29" deep sides 1/8" thick
  - 26" transom 3/16" thick Marine Grade Alloy 5086 Aluminum
  - 3/16" bulkhead Marine Grade Alloy 5086 Aluminum
  - ¼" rear corner cage gussets welded top and bottom

- Dual 1" drain holes with plugs (Port and Starboard).
  - Deck length of 42" flush mounted aluminum hatch and hinges with LED lights inside, shock resistant arm, water resistant for dry storage.
  - Heavy duty mid-ship gusset constructed of 2 ½" x 3" welded I-beam for support and strength.
  - Floor covering T-bars with non-skid surface.
  - 2 heavy duty bow eyes. Top eye constructed for trailer tow, bottom constructed for securing to trailer.
  - 24" grass/splash rake with step with one (1) 30" white LED light bar facing forward and two (2) white 10" LED light bars facing starboard and port.
  - Gun wales running full length of boat (both sides with closed ends).
  - 3/8" silicone impregnated polymer on bottom of boat with 5/16" aircraft rivets countersunk to hold.
  - 3/8" silicone impregnated polymer on each side of boat with 5/16" aircraft rivets countersunk to hold.
  - All bolts, nuts and washers must be stainless steel.
2. Pleasure Craft Marine 600 HP supercharged engine producing 620 FP torque at 3800 rpm
- EZ drain oil line
  - Stainless steel mufflers and flex hoses on exhaust ports.
  - Heavy duty oil cooler with dual pass radiator mounted low, supercharger cooler mounted high (all constructed with heavy duty marine grade hoses and stainless steel clamps.)
  - All weather engine cover
  - Inline fuel filter with water separator with EZ drain
  - In-tank fuel pump
  - Dual heavy duty cranking batteries with selector switch.
  - 50 gallon fuel tank with visual gauge and EZ fill mounted on 4 rubber supports.
  - CH3 Belted Reduction Drive Unit, 2.3:1 ratio with upgraded 5" Blackhawk belt
  - Computer diagnostic program and cable
3. 5' Air Foil Rudders
- 3 Blade 84" extended composite propeller to match drive train dynamically balanced.
  - All stainless metalwork to include: Propeller guard constructed of 304 stainless steel 18 gauge tubing covered with 1/8" gauge 2" x 4" stainless steel wire mesh at the lower section of the prop guard for safety and 4" x 4" stainless steel wire mesh at the top section of the prop guard for max air flow, 304 stainless steel 16 gauge square tubing engine stand and seat package all as one unit.
4. Seating
- Side by side rear operator seating mounted on 4 point rubber bushings.
  - The pilot and co-pilot seats need to be wide enough to accommodate gun belts and waders.
  - Seating must be equipped with handles for grip in turns.
  - Black seat covers with white embroidered 2" lettering to read "JEFFERSON COUNTY SHERIFF".
  - 3 man seat in front of operator's seat to include black seat cushions, rain cover able to secure for trailer travel and handles on each side.
5. Custom Aluminum Instrument Panel to Include:
- Engine Tachometer
  - Engine Oil Pressure
  - Engine Temperature
  - Volt Meter
  - Hour Meter
  - HELIX 7 MSI GPS G4 Item #411930-0 recessed in dash panel

- Ignition kill switch with lanyard
  - Rubber booted toggle switches for bilge pumps, lighting and circuit breakers
  - Cover for travel and storage.
  - Accessory plugs in the console near the GPS and accessory plugs accessible to the front bench seat for spotlights and phone charging.
6. Communication
- Five (5) Motorola RLN6490B XBT Bluetooth BTN behind the head heavy duty headsets with accessory kits
7. Finish
- Paint: All metal work garnet blasted and primer painted. Finish paint with an industrial grade epoxy paint (Black), and sealed with baked finish.
  - Outside Hull: All aluminum finish with black webbing on inside to reduce glare.
  - Black Non-Skid on all walking surfaces.
  - Cage and engine stand painted black.
  - Seat stands, handles and dash painted black.
  - Lettering 4" black letters to read "JEFFERSON COUNTY SHERIFF" on each side of the boat.
8. Lighting
- Eight (8) blue LED flashing strobe lights mounted on engine cage visible from all directions with separate switch.
  - Cage Lighting: Two (2) LED white 30" cage lights on top of engine cage facing forward. Two (2) white 10" LED lights on each side of cage facing outward with a separate switch.
9. Anchoring
- Two (2) 8 foot black Minn Kota Raptor Power poles.
  - Mounted at stern with electronic switch at the control panel.
  - Stern mounted anchor point loops to anchor the stern of the boat to the trailer with tie straps.
10. Miscellaneous
- All weather glove box
  - Two (2) 2200 GPH bilge pumps. One activated by switch and one activated by auto float.
  - One (1) 5 pound mounted fire extinguisher
  - Mounted bow and stern ropes with cleats on all 4 corners of boat.
  - USCG approved navigation LED lighting with separate switch.
  - Mounted Minn Kota Battery Tender trickle charger
11. Trailer
- New 18' x 18' aluminum tandem axel trailer
  - Heavy duty torsion axel
  - 4 bunk boards covered with carpet
  - 15" galvanized 5 lug wheels with greasable hubs
  - All welded aluminum frame to fit specified airboat
  - Equipped with surge brakes
  - Equipped with submersible LED trailer lights
  - Running lights with 7 pin heavy duty harness
  - All electrical connections on the trailer are to be heat shrunk for water resistance.
  - Winch with 2" heavy duty strap
  - Custom welded attachment point for turn buckle to attach to boat for travel security
  - Rear safety straps attached to boat
  - Trailer equipped with coupler to fit onto 2" trailer ball.
  - All bolts, nuts and washers are to be stainless steel.

- Side guides at rear of trailer
- Fenders with non-skid installed
- Mounted spare tire
- Mounted trailer tongue jack

OFFER AND ACCEPTANCE FORM  
OFFER TO CONTRACT

To Jefferson County:

We hereby offer and agree to furnish the materials or service in compliance with all terms, conditions, specifications, and amendments in the Invitation for Bid and any written exceptions in the offer.

We understand that the items in this Invitation for Bid, including, but not limited to, all required certificates are fully incorporated herein as a material and necessary part of the contract.

The undersigned hereby states, under penalty of perjury, that all information provided is true, accurate, and complete, and states that he/she has the authority to submit this bid, which will result in a binding contract if accepted by Jefferson County.

We acknowledge receipt of the following amendment(s): 1, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.

I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Patriot Airboat Corp

For clarification of this offer, contact:

Company Name

810 Edgewood St.

Address

Faron Floyd, President

Name & Title

Vidor, Texas 77662

City

State

Zip

409.422.0006

Phone

Fax

Faron Floyd

Signature of Person Authorized to Sign

Faron@patriotairboats.com

E-mail

Faron Floyd

Printed Name

President

Title

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**ACCEPTANCE OF OFFER**

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The Offer is hereby accepted for the following items: Airboats, motors and trailers.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

This contract shall henceforth be referred to as Contract No. IFB 23-078/MR. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

**COUNTERSIGNED:**

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**Jeff R. Branick, County Judge**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**

**ATTEST:**

---

**Roxanne Acosta Hellberg, County Clerk**  
**JEFFERSON COUNTY, TEXAS**

---

**Date**





**JEFFERSON COUNTY PURCHASING DEPARTMENT**

*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
FAX: (409) 835-8456

**Addendum to IFB**

**IFB NUMBER:** IFB 23-078/MR

**IFB TITLE:** Airboats for Jefferson County Sheriff's Office

**IFB DUE BY:** 11:00 am CT, Wednesday, February 7, 2024

**ADDENDUM NO.:** 1

**ISSUED (DATE):** January 23, 2024

**To Bidder:** This Addendum is an integral part of the IFB package under consideration by you as a Bidder in connection with the subject matter herein identified. Jefferson County deems all sealed bids to have been proffered in recognition and consideration of the entire IFB Specifications Package – *including all addenda*. For purposes of clarification, **receipt of this present Addendum by a Bidder should be evidenced by returning it (signed) as part of the Bidder's sealed bid submission.** If the bid submission has already been received by the Jefferson County Purchasing Department, Bidder should return this addendum in a separate sealed envelope, clearly marked with the IFB Title, IFB Number, and IFB Opening Date and Time, as stated above.

**Reason for Issuance of this Addendum: Vendor Questions**

**The information included herein is hereby incorporated into the documents of this present bid matter and supersedes any conflicting documents or portion thereof previously issued.**

Receipt of this Addendum is hereby acknowledged by the undersigned Respondent:

**ATTEST:**

*Sandra Navarro*  
Witness

*Timberly LeJune*  
Witness

*Faron Floyd*  
Authorized Signature (Respondent)

*President*  
Title of Person Signing Above

*Patriot Airboat Corp*  
Typed Name of Business or Individual

*810 Edgewood St. Vidoe, TX 77602*  
Address

Approved by \_\_\_\_\_ Date: \_\_\_\_\_



**JEFFERSON COUNTY PURCHASING DEPARTMENT**  
*Deborah L. Clark, Purchasing Agent*

1149 Pearl Street  
 1<sup>st</sup> Floor, Beaumont, TX 77701

OFFICE MAIN: (409) 835-8593  
 FAX: (409) 835-8456

1. Question: Item 1: 2 heavy duty bow eyes. **\*\*top eye constructed for trailer tow; bottom constructed for securing to trailer\*\*** TYPICALLY, THERE IS ONE BOW EYE AND THE WINCH STRAP AND SAFETY CHAIN BOTH CONNECT TO IT. Please clarify.

Answer: The 2<sup>nd</sup> or bottom eye will be used to attach a turnbuckle to the trailer for secured towing. The 2<sup>nd</sup> eye should be placed directly under the top eye.

2. Question: Item 8: cage Lighting: Two (2) LED white 30" cage lights on top of engine cage facing forward. Two (2) white LED 10" on each side of cage facing with separate switch. YOU WILL NOTICE THIS IS THE SAME TERMINOLOGY USED ON THE GRASS RAKE, BUT IS NOT NORMAL FOR THE CAGE LIGHTING. IF THAT IS EXACTLY WHAT YOU WANT, PLEASE CLARIFY PLACEMENT. ALTERNATIVELY, WE CAN BUILD A LIGHT PLATFORM THAT HOUSES A SINGLE 30" LED LIGHTBAR FACING FORWARD AND A 10' FACING OUTWARD ON EACH SIDE, WHICH IS A NORMAL SETUP FOR LEO/SAR. THE PLATFORM ALSO ALLOWS FOR ANY ADDITIONAL COMMS THAT MAY BE NEEDED IN THE FUTURE. (IE RADAR, SEARCH LIGHT).

Answer: The alternate suggestion will work.

3. Question: Item 11: 15" galvanized 5 lug wheels with greaseable hubs. WE HIGHLY RECOMMEND 14" FOR EASIER LOADING AND UNLOADING, ESPECIALLY DRY LOADING DURING EMERGENCY TIMES

Answer: Alternate 14" wheels will work.

4. Question: Item 11: Custom welded attachment point for turn buckle to attach to boat for security. IS THIS THE SAFETY CHAIN? IF NOT, PLEASE CLARIFY THE TURN BUCKLE REQUIREMENT.

Answer: See heavy duty bow eyes. This is an additional safety anchor point to tie the boat to the trailer while towing. In addition to the wrench strap, we will be using a turn buckle attached from the trailer and hooked to the boat.

5. Question: Could you please clarify if the bid bond/Surety is required (must be provided) to submit our bid?

Answer: There is not a bid bond requirement for this project.

6. Question: Are we eligible to use a subcontractor that is an authorized dealer to deliver?

Answer: Yes, the purchase order and payment shall be issued to the authorized dealer.

BID FORM

Item No.	Item Description	Bid Price (Each)	Projected Delivery Time from Date of Purchase
1	18 Foot Airboat with Motor	89,000. <sup>00</sup>	6 months
2	Trailer for Airboat	4,500. <sup>00</sup>	6 months

*Fawcett*  
1.24.2024

**REQUIRED FORM**  
**Bidder:** Please complete this form and include with bid submission.

Patriot Airboat Corp  
 810 Edgewood St.  
 Vidor, Tx 77662

# Quote

Date	Quote#
1/25/2024	1406-15-64

Bill To
Jefferson County Purchasing 1149 Pearl St 1st Floo, Beaumont, TX 77701r Bid# IFB23-078/MR

Terms	Rep

Description	Qty	Rate	Amount
PATRIOT AIRBOAT CORP AGREES TO MEET OR EXCEED ALL REQUIREMENTS IN BID# IFB23-078/MR		0.00	
18X8 PATRIOT AIRBOAT 2024 MODEL LAW ENFORCEMENT		0.00	
PATRIOT HULL IS CONSTRUCTED OF GUARANTEED ALL MARINE ALLOY 5086 WITH 3/16 BOTTOM AND 1/8 SIDES INCLUDING 7 HEAVY DUTY 2"X2"X3/8" T-BARS LIFETIME WARRANTY ON HULL		0.00	
*SPECIAL EXTREME DUTY NOSE IN BOW OF AIRBOAT 3 1/2 DIAMETER 5/16 THICKNESS			
42" FRONT DECK		0.00	
DUAL 1" DRAIN HOLES		0.00	
3/16 FRONT BULKHEAD 5086		0.00	
3/16 REAR SPLASH TRAY 5086			
3/16 TRANSOM 5086			
3/16 GUSSETS IN CORNERS OF HULL WELDED TOP AND BOTTOM 5086			
DECK HATCH ON BOW WITH SHOCK ASSIST ARM AND LED LIGHT INSIDE		0.00	
HEAVY DUTY MID SHIP GUSSET DESIGNED OUT OF 2 1/2 X 3" I BEAM		0.00	
ALUMINUM FLOORING COVERED WITH EPOXY NON SKID OVER T-BARS		0.00	
TWO HEAVY DUTY BOW EYES		0.00	
		<b>Total</b>	

Patriot Airboat Corp

810 Edgewood St.  
Vidor, Tx 77662

# Quote

Date	Quote#
1/25/2024	1406-15-64

<b>Bill To</b>
Jefferson County Purchasing 1149 Pearl St 1st Floo, Beaumont, TX 77701r Bid# IFB23-078/MR

Terms	Rep

Description	Qty	Rate	Amount
MARINE POWER LT4 650 HP SUPER CHARGED ENGINE WITH 3 YEAR WARRANTY EZ OIL DRAIN LINE INCLUDED DIACOM SOFTWARE INCLUDED		0.00	
CH3 2.3:1 BELT REDUCTION UNIT WITH BLACK HAWK BELT		0.00	
3 BLADE COMPOSITE WHIRL WIND PROP 84"		0.00	
ALL STAINLESS STEEL 4" EXHAUST SYSTEM WITH STAINLESS STEEL FLEX HOSE AND STAINLESS STEEL BAND CLAMPS		0.00	
HEAVY DUTY STAINLESS STEEL LONG TUBE HIGH PERFORMANCE HEADERS		0.00	
4" STAINLESS STEEL BORLA MUFFLERS		0.00	
AFCO, HEAVY DUTY RACING STYLE, ALUMINUM RADIATOR		0.00	
HAYDEN, HEAVY DUTY OIL COOLER INCLUDING HOSES		0.00	
CUSTOM INSTRUMENT PANEL TO INCLUDE FUEL, IGN., AMP., OIL, TACH., HOUR METER, KILL SWITCH, 4 TOGGLE SWITCHES, AND CIRCUIT BREAKERS IN EVERY SWITCH * HELIX 7 MSI GPS G4 RECESSED IN DASH *GLOVE BOX INCLUDED		0.00	
5 MOTOROLA RLN6490B XBT BLUETOOTH BTN HEADSETS WITH KIT		0.00	
		<b>Total</b>	

Patriot Airboat Corp

810 Edgewood St.  
Vidor, Tx 77662

# Quote

Date	Quote#
1/25/2024	1406-15-64

<b>Bill To</b>
Jefferson County Purchasing 1149 Pearl St 1st Floor, Beaumont, TX 77701r Bid# IFB23-078/MR

Terms	Rep

Description	Qty	Rate	Amount
ALL STAINLESS STEEL METAL WORK INCLUDING CAGE AND ENGINE STAND ENGINE STAND ALL 1" 304 16G SQUARE TUBING 18G STAINLESS CAGE TUBING AND 4X4 STAINLESS CAGE WIRE MUST BE .135		0.00	
SIDE BY SIDE REAR OPERATOR SEAT INCLUDING SEAT CUSHION AND RAIN COVER *BIG MAN SEATS FOR LAW ENFORCEMENT WITH GUN BELTS *EMBROIDERY INCLUDED *HANDLES INCLUDED		0.00	
TRIPLE SEAT MOUNTED ON DRY STORAGE BOX		0.00	
ALUMINUM FLOORING COVERED WITH EPOXY NON SKID *OVER T-BARS		0.00	
DECK HATCH ON BOW WITH SHOCK ASSIST ARM AND LED LIGHT INSIDE		0.00	
3/8 UHMW DIAMONDSLIDE SILICONE IMPREGNATED POLYMER ATTACHED WITH 5/16 ALUMINUM AIRCRAFT RIVETS		0.00	
3/8 DIAMONDSLIDE SILICONE IMPREGNATED POLYMER 8" TO 10" UP SIDES OF HULL		0.00	
ENGINE STAND AND GUARD, SANDED AND POWDER COATED		0.00	
NON SKID ON DECK AND SIDE RAILS		0.00	
WEBBING SPRAYED INSIDE OF TO REDUCE GLARE		0.00	
		<b>Total</b>	

Patriot Airboat Corp

810 Edgewood St.  
Vidor, Tx 77662

# Quote

Date	Quote#
1/25/2024	1406-15-64

Bill To
Jefferson County Purchasing 1149 Pearl St 1st Floo, Beaumont, TX 77701r Bid# IFB23-078/MR

Terms	Rep

Description	Qty	Rate	Amount
2FT GRASS RAKE/SPLASH GUARD 30" LED BAR FORWARD 10" LIGHT BAR FACING PORT AND STARBOARD		0.00	
ALL STAINLESS STEEL HARDWARE WITH BRASS LOCKING NUTS		0.00	
COAST GUARD APPROVED LED LIGHTING *SHARK EYES		0.00	
PLATFORM ON CAGE WITH 30" BAR FORWARD AND 10" BAR ON EACH SIDE		0.00	
INTERIOR LED LIGHTING PACKAGE *COLOR BLUE 8 ON CAGE (STROBE)		0.00	
50 GALLON COAST GUARD CERTIFIED FUEL TANK W/ GAUGE		0.00	
IN TANK AEROMOTIVE HIGH VOLUME FUEL PUMP WITH 10 MICRON FUEL FILTER		0.00	
4 MICRON INLINE FUEL FILTER		0.00	
STAINLESS STEEL Q-BEAM ADAPTER PLUGS (ACCESSORY SOCKETS)		0.00	
COMPLIMENTARY DRINK HOLDERS MOUNTED BEHIND INSTRUMENT PANEL		0.00	
DUEL 2200 GPH BILGE PUMPS ONE ON AUTO FLOAT		0.00	
FREE MOUNTED FIRE EXT.		0.00	
FREE MOUNTED BOW ROPE		0.00	
DUAL DRAIN HOLES		0.00	
		<b>Total</b>	

Patriot Airboat Corp

810 Edgewood St.  
Vidor, Tx 77662

# Quote

Date	Quote#
1/25/2024	1406-15-64

<b>Bill To</b>
Jefferson County Purchasing 1149 Pearl St 1st Floo, Beaumont, TX 77701r Bid# IFB23-078/MR

Terms	Rep

Description	Qty	Rate	Amount
60" AIR FOIL (FOAM FILLED) RUDDERS WITH POSITIVE CABLE STEERING		0.00	
4" BLACK LETTERING KIT ON OUTSIDE OF HULL "JEFFERSON COUNTY SHERIFF"		0.00	
2 8FT BLACK MINN KOTA RAPTORS		0.00	
CLEATS ON ALL 4 CORNERS WITH TIE DOWN ROPES		0.00	
DUAL BANK BATT CHARGER ON BOARD		0.00	
LIFETIME WARRANTY ON HULL		0.00	
5-YEAR WARRANTY ON STAINLESS STEEL METAL WORKS			
2-YEAR WARRANTY ON POLYMER AGAINST LEAKAGE			
3-YEAR WARRANTY ON MARINE ENGINES (THROUGH ENGINE MFG.)			
PRICE OF BOAT WITH ABOVE FEATURES		89,000.00	89,000.00
		<b>Total</b>	



Patriot Airboat Corp  
 810 Edgewood St.  
 Vidor, Tx 77662

# Quote

Date	Quote#
1/25/2024	1406-15-64

Bill To
Jefferson County Purchasing 1149 Pearl St 1st Floo, Beaumont, TX 77701r Bid# IFB23-078/MR

Terms	Rep

Description	Qty	Rate	Amount
HEAVY DUTY ALUMINUM TANDEM AXLE TRAILER CUSTOM BUILT BY COASTLINE TRAILERS TO FIT YOUR 2024 MODEL PATRIOT AIRBOATS  INCLUDES:  ALL WELDED 5" HEAVY DUTY I BEAM FRAME  2" SUPER LOCK BULLDOG COUPLER  1500# SWIVEL TYPE FRONT LIFT DOLLY  2800LB 2 SPEED WINCH  HEAVY DUTY TORSION FLEX AXLES WITH ACCULUBE SYSTEM  COMPLETELY SUBMERSIBLE TAIL LIGHTS  INCLUDING MOUNTED SPARE  *SERGE BRAKES  *UPGRADE TO STAINLESS FENDERS		4,500.00	4,500.00
<b>Total</b>			\$93,500.00

PATRIOT AIRBOAT CORPORATION  
810 EDGEWOOD STREET  
VIDOR, TEXAS 77662  
409-422-0006

## LIFETIME HULL WARRANTY

Patriot Airboat Corporation's hull is constructed of all marine alloy and as such, Is warranted for lifetime. The warranty is considered voided if there is structural damage or changes made to the hull without prior, written authorization.

DATE: \_\_\_\_\_

1. 29. 24

BY: \_\_\_\_\_

*Laron Hogg*  
PRESIDENT, PATRIOT AIRBOAT CORP

MADE IN AMERICA



PATRIOT AIRBOAT CORP.  
810 EDGEWOOD STREET  
VIDOR, TEXAS 77662  
409-422-0006



JEFFERSON COUNTY IFB 23-078/MR AIRBOAT BID

THE FOLLOWING PICTURES ARE BUILDS BY PATRIOT AIRBOAT CORP. FOR FELLOW LAW  
ENFORCEMENT AGENCIES

**TEXAS PARKS AND WILDLIFE**

**TEXAS STATE PARK POLICE**

**OKLAHOMA GAME WARDEN**



**PATRIOT AIRBOATS**  
 409-422-0006



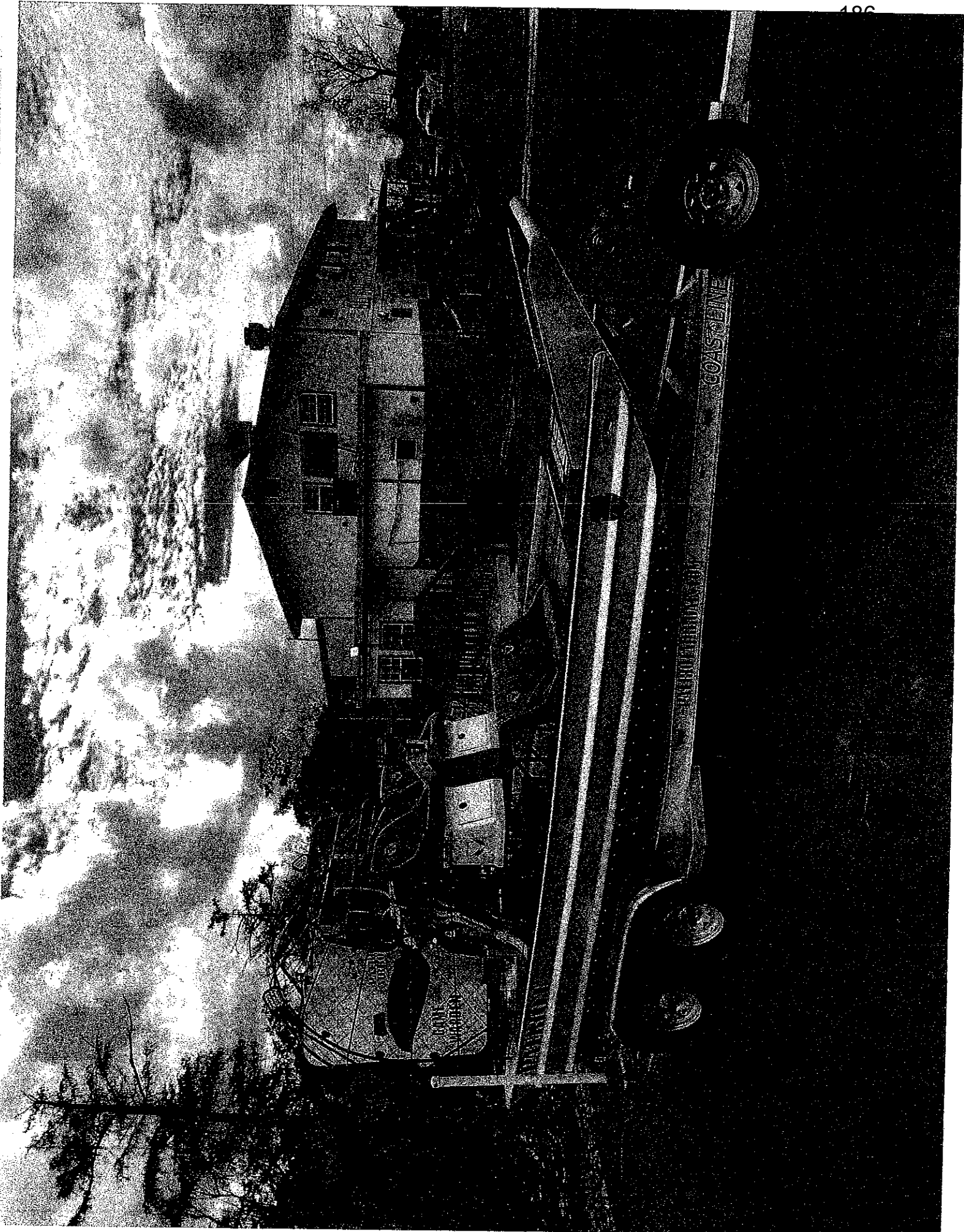
PATRIOT AIRBOATS

**PATRIOT**

STATE PARK POLICE

PATRIOTAIRBOATS.COM COASTLINE





## VENDOR REFERENCES FORM

Bidder: Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

## REQUIRED FORM

**Bidder:** Please complete this form and include with bid submission.

## REFERENCE ONE

Government/Company Name: Texas Parks & Wildlife  
 Address: 1646 N. Jefferson St La Grange, TX 78945  
 Contact Person and Title: Shaun Bayless Game Warden  
 Phone: 979-204-3160 Fax: \_\_\_\_\_  
 Email Address: Shaun.bayless@tpwd.texas.gov Contract Period: \_\_\_\_\_  
 Scope of Work: Built a law enforcement airboat

## REFERENCE TWO

Government/Company Name: Texas Parks & Wildlife  
 Address: 5655 Eastex Freeway Ste. A Beaumont, TX 77706  
 Contact Person and Title: Ryan Hall  
 Phone: 409.554.6697 Fax: \_\_\_\_\_  
 Email Address: ryan.hall@tpwd.texas.gov Contract Period: \_\_\_\_\_  
 Scope of Work: Built a law enforcement airboat

## REFERENCE THREE

Government/Company Name: Texas Parks & Wildlife Foundation  
 Address: 2914 Swiss Avenue Dallas, Texas 75204  
 Contact Person and Title: Austin Taylor, Program Manager  
 Phone: 214.720.1478 Fax: \_\_\_\_\_  
 Email Address: ataylor@tpwf.org Contract Period: \_\_\_\_\_  
 Scope of Work: we have built 8 TPWF LE boats for our Game Wardens



SIGNATURE PAGE

As permitted under Article 4413 (32c) V.A.C.S., other governmental entities may wish to participate under the same terms and conditions contained in this contract (i.e., piggyback). In the event any other entity participates, all purchase orders will be issued directly from and shipped directly to the entity requiring supplies/services. Jefferson County shall not be held responsible for any orders placed, deliveries made or payment for supplies/services ordered by another entity. Each entity reserves the right to determine their participation in this contract.

Would Bidder be willing to allow other governmental entities to piggyback off this contract, if awarded, under the same terms and conditions? ..... Yes  No

This bid shall remain in effect for ninety (90) days from bid opening and shall be exclusive of federal excise and state and local sales tax (exempt).

The undersigned agrees, if this bid is accepted, to furnish any and all items upon which prices are offered, at the price and upon the terms and conditions contained in the Invitation for Bid, Conditions of Bidding, Terms of Contract, and Specifications and all other items made a part of the accepted contract.

The undersigned affirms that they are duly authorized to execute the contract, that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other Bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any other Bidder or to any other person(s) engaged in this type of business prior to the official opening of this bid. And further, that neither the Bidder nor their employees nor agents have been for the past six (6) months directly nor indirectly concerned in any pool or agreement or combination to control the price of goods or services on, nor to influence any person to bid or not to bid thereon.

Patriot Airboat Corp  
Bidder (Entity Name)  
810 Edgewood St.  
Street & Mailing Address  
Vidor, Texas 77662  
City, State & Zip  
409.422.0006  
Telephone Number  
faron@patriotairboats.com  
E-mail Address

Faron Floyd  
Signature  
Faron Floyd  
Print Name  
1.24.24  
Date Signed  
\_\_\_\_\_  
Fax Number

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**



## CERTIFICATION REGARDING LOBBYING

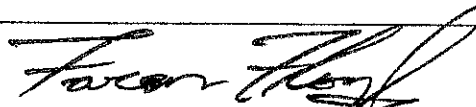

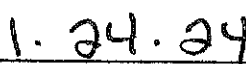
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official (Please Print)

Date

**REQUIRED FORM**

**Bidder: Please complete this form and include with bid submission.**

**CONFLICT OF INTEREST QUESTIONNAIRE**

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b> For vendor doing business with local governmental entity		<b>FORM CIQ</b>				
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> </thead> <tbody> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </tbody> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p><b>1</b> Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;"><i>n/a</i></p>						
<p><b>2</b> <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p style="font-size: 0.8em;">(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>						
<p><b>3</b> Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</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, &amp; D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p><b>4</b></p> <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 45%;"> <p style="text-align: center; font-size: 1.5em;"><i>[Signature]</i></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> </div> <div style="width: 45%; text-align: right;"> <p style="font-size: 1.5em;"><i>1.24.24</i></p> <p style="font-size: 0.8em;">Date</p> </div> </div>						

Adopted 8/7/2015

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**LOCAL GOVERNMENT OFFICER  
CONFLICTS DISCLOSURE STATEMENT – OFFICE USE ONLY**

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>		<b>OFFICE USE ONLY</b>
<p>1 Name of Local Government Officer</p> <p align="center" style="font-size: 1.5em;">n/a</p>	<p>Date Received</p>	
<p>2 Office Held</p>		
<p>3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code</p>		
<p>4 Description of the nature and extent of employment or other business relationship with vendor named in item 3</p>		
<p>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).</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>		
<p>6 <b>AFFIDAVIT</b></p> <p align="center">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="center">_____</p> <p align="center">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath      Printed name of officer administering oath      Title of officer administering oath</p>		

Adopted 8/7/2015

**THIS FORM IS FOR  
OFFICE USE ONLY**

**GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

**Instructions:** In order to determine if a "Good Faith Effort" was made in soliciting HUBs for subcontracting opportunities, the following checklist and supporting documentation shall be completed by the Prime Contractor/Consultant, and returned with the Prime Contractor/ Consultant's bid. This list contains the **minimum** efforts that should be put forth by the Prime Contractor/Consultant when attempting to achieve or exceed the goals of HUB Subcontractor participation. The Prime Contractor/Consultant may extend his/her efforts in soliciting HUB Subcontractor participation beyond what is listed below.

**Did the Prime Contractor/Consultant . . . ?**

- Yes  No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes  No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted?
- Yes  No 3. **Provide** HUBs that were genuinely interested in bidding on a Subcontractor, adequate information regarding the project (i.e., plans, specifications, scope of work, bonding and insurance requirements, and a point of contact within the Prime Contractor/Consultant's organization)?
- Yes  No 4. **Negotiate** in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive Bidders?
- Yes  No 5. **Document** reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs?
- Yes  No 6. If Prime Contractor/Consultant has zero (0) HUB participation, **please explain the reasons why.**

If "No" was selected, please explain and include any pertinent documentation with your bid.  
 If necessary, please use a separate sheet to answer the above questions.

Faron Floyd  
 Printed Name of Authorized Representative

*Faron Floyd*  
 Signature

President  
 Title

1.24.24  
 Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**NOTICE OF INTENT (NOI) TO SUBCONTRACT WITH  
HISTORICALLY UNDERUTILIZED BUSINESS (HUB)**

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).

Yes  No

**Instructions for Prime Contractor/Consultant: Bidder shall submit this form with the bid; however, the information below may be submitted after contract award, but prior to beginning performance on the contract.**

Please submit one form for each HUB Subcontractor/Subconsultant with proper signatures, per the terms and conditions of your contract.

Contractor Name: n/a HUB:  Yes  No

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_

Prime Contract Amount: \$ \_\_\_\_\_

HUB Subcontractor Name: n/a

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Faron Floyd  
Printed Name of Contractor Representative

*Faron Floyd*  
Signature of Representative

1.24.24  
Date

n/a  
Printed Name of HUB

Signature of Representative

Date

**Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties. Pre-Approval for Subcontractor Substitutions must be obtained from the Jefferson County Purchasing Agent's Representative. The "HUB Subcontractor/Subconsultant Change Form" must be completed and faxed to 409-835-8456.**

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).  
 Yes  No

Prime Contractor:           n/a           HUB:  Yes  No

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Address: \_\_\_\_\_  
  Street  City  State  Zip

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Project Title & No.: \_\_\_\_\_ IFB/RFP No.: \_\_\_\_\_

Total Contract: \$ \_\_\_\_\_ Total HUB Subcontract(s): \$ \_\_\_\_\_

Construction HUB Goals: 12.8% MBE:: \_\_\_\_\_ % 12.6% WBE: \_\_\_\_\_ %

Sub-goals: 1.7 African-American, 9.7% Hispanic, 0.7% Native American, 0.8% Asian American.  
Use these goals as a guide to diversify.

**FOR HUB OFFICE USE ONLY:**

Verification date HUB Program Office reviewed and verified HUB Sub Information Date: \_\_\_\_\_ Initials: \_\_\_\_\_

**PART I. HUB SUBCONTRACTOR DISCLOSURE**

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Texas Bldg & Procurement Comm.  Texas Unified Certification Prog.

Address: \_\_\_\_\_  
  Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 2 OF 4

**HUB Subcontractor Disclosure**

**PART I: Continuation Sheet (Duplicate as Needed)**

HUB Subcontractor Name: n/a

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

HUB Subcontractor Name: \_\_\_\_\_

HUB Status (Gender & Ethnicity): \_\_\_\_\_

Certifying Agency:  Tx. Bldg & Procurement Comm.  Jefferson County  Tx Unified Certification Prog.

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**All HUB Subcontractor Participation may be verified with the  
HUB Subcontractor(s) listed on Part I.**

**REQUIRED FORM**  
**Bidder: Please complete this form**  
**and include with bid submission.**

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUCONTRACTING PARTICIPATION DECLARATION FORM**

**PART II: STATEMENT OF NON-COMPLIANCE FOR NOT MEETING HUB SUBCONTRACTING GOALS**

**Instructions to Bidder: Please complete Good Faith Effort (GFE) Checklist and attach any supporting documentation.**

Our firm was unable to meet the HUB goals for this project for the following reasons:

- All Subcontractors to be utilized are "Non-HUBs." (Complete Part III)
- HUBs were solicited but did not respond.
- HUBs solicited were not competitive.
- HUBs were unavailable for the following trade(s):
- Other: \_\_\_\_\_

Was the Jefferson County HUB Office contacted for assistance in locating HUBs?  Yes  No

**PART III: DISCLOSURE OF OTHER "NON-HUB" SUBCONTRACTS**

The Bidder shall use this area to provide a listing of all "Non-HUB" Subcontractors, including suppliers, that will perform under this project. A list of those "Non-HUB" Subcontractors the Bidder selects, after bid submission, shall be provided to the Purchasing Office not later than five (5) calendar days after being notified that Bidder is the apparent low Bidder. A list of those "Non-HUB" Subcontractors that are selected after contract award must be provided **immediately** after their selection.

Subcontractor Name:                     N/A                    

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
Street City State Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)  
SUBCONTRACTING PARTICIPATION DECLARATION FORM**

PAGE 4 OF 4

Subcontractor Name: M/a

Address: \_\_\_\_\_  
   Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

Address: \_\_\_\_\_  
   Street  City  State  Zip

Contact person: \_\_\_\_\_ Title: \_\_\_\_\_

Phone (with area code): \_\_\_\_\_ Fax (with area code): \_\_\_\_\_

Proposed Subcontract Amount: \$ \_\_\_\_\_ Percentage of Prime Contract: \_\_\_\_\_ %

Description of Subcontract Work to be Performed: \_\_\_\_\_

I hereby certify that I have read the *HUB Program Instructions and Information*, truthfully completed all applicable parts of this form, and **attached any necessary support documentation as required**. I fully understand that intentionally falsifying information on this document may result in my not receiving a contract award or termination of any resulting contract.

Name (print or type): Faron Floyd

Title: President

Signature: [Signature]

Date: 1.24.24

E-mail address: faron@patriotaairboats.com

Contact person that will be in charge of invoicing for this project:

Name (print or type): Sandra Navarro

Title: Office Manager

Date: 1.24.24

E-mail address: Sandra@patriotaairboats.com

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

**RESIDENCE CERTIFICATION/TAX FORM**

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Jefferson County requests Resident Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) "Non-resident Bidder" refers to a person who is not a resident.
- (4) "Resident Bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that Patriot Airboat [company name] is a Resident Bidder of Texas as defined in Government Code §2252.001.

I certify that \_\_\_\_\_ [company name] is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is \_\_\_\_\_ (city and state).

Taxpayer Identification Number (T.I.N.):	84-4393586
Company Name submitting bid/proposal:	Patriot Airboat Corp.
Mailing address:	810 Edgewood St. Vidor, Texas 77662
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

**Property:** List all taxable property owned by you or above partnerships in Jefferson County.

Jefferson County Tax Acct. No.*	Property address or location**

\* This is the property amount identification number assigned by the Jefferson County Appraisal District.

\*\* For real property, specify the property address or legal description. For business property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored as a warehouse or other location.

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

HOUSE BILL 89 VERIFICATION

I, Faron Floyd, the undersigned representative of (company or business name) Patriot Airboat Corp (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.

Faron Floyd

Signature of Company Representative

1. 24. 24

Date

On this 24 day of January, 2024, personally appeared

Faron Floyd, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal



Sandra Navarro

Notary Signature

1. 24. 2024

Date

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

## SENATE BILL 252 CERTIFICATION

On this day, I, Deborah L. Clark, Purchasing Agent for Jefferson County, Texas, pursuant to Texas Government Code, Chapter 2252, Section 2252.152 and Section 2252.153, certify that I did review the website of the Comptroller of the State of Texas concerning the listing of companies that is identified under Section 806.051, Section 807.051, or Section 2253.253 and I have ascertained that the below named company is not contained on said listing of companies which do business with Iran, Sudan, or any Foreign Terrorist Organization.

Patriot Airboat Corp

Company Name

23-078/MR

IFB/RFP/RFQ number

Certification check performed by:

\_\_\_\_\_  
Purchasing Representative

\_\_\_\_\_  
Date

**THIS FORM IS FOR  
OFFICE USE ONLY**

BID AFFIDAVIT

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all commodities upon which prices are extended at the price offered, and upon the conditions contained in the specifications and the Notice to Bidders.

STATE OF Texas COUNTY OF Orange

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas

on this day personally appeared Faron Floyd, who  
(name)

after being by me duly sworn, did depose and say:

"I, Faron Floyd am a duly authorized officer of/agent  
(name)  
for Patriot Airboat Corp and have been duly authorized to execute the  
(name of firm)  
foregoing on behalf of the said Patriot Airboat Corp  
(name of firm)

I hereby certify that the foregoing bid has not been prepared in collusion with any other Bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the Bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination, to control the price of services/commodities bid on, or to influence any person or persons to bid or not to bid thereon."

Name and address of Bidder: Patriot Airboat Corp  
810 Edgewood St. Vidor, Texas 77662

Fax: \_\_\_\_\_ Telephone# 409.422.0006  
by: Faron Floyd Title: President  
(print name)

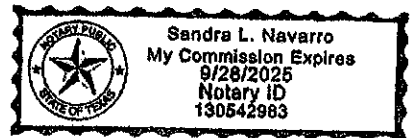
Signature: Faron Floyd

SUBSCRIBED AND SWORN to before me by the above-named Faron Floyd on

this the 24 day of January, 2024

**REQUIRED FORM**  
**Bidder: Please complete this form and include with bid submission.**

Sandra Navarro  
Notary Public in and for  
the State of Texas



**CONTRACT RENEWAL FOR (RFP 22-037/MR)  
EMERGENCY DISASTER ASSISTANCE RECOVERY FOR  
JEFFERSON COUNTY**

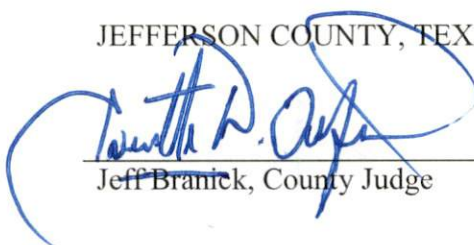
The County entered into a contract with DRC Emergency Services, LLC for one (1) year, from March 14, 2023 to March 13, 2024, with an option to renew the contract for up to a three (3) year period.

Pursuant to the contract, Jefferson County hereby exercises its first one-year option to renew the contract for one (1) additional year from March 13, 2024 to March 12, 2025.

ATTEST:

  
\_\_\_\_\_  
Roxanne Acosta Hellberg, County Clerk

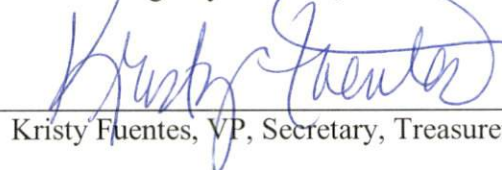
JEFFERSON COUNTY, TEXAS

  
\_\_\_\_\_  
Jeff Branick, County Judge



CONTRACTOR:

DRC Emergency Services, LLC

  
\_\_\_\_\_  
Kristy Fuentes, VP, Secretary, Treasurer



12141 Wickchester Lane  
Suite 200  
Houston, TX 77079

TEL 713.491.8333  
FAX 713.395.5486

[www.GarverUSA.com](http://www.GarverUSA.com)

203

February 14, 2024

Mr. Alex Rupp  
Jack Brooks Regional Airport  
5000 Jerry Ware Dr  
Suite 100  
Beaumont, TX 77705

Re: Jack Brooks Regional Airport  
IFB 22-011/JW Taxiway A Rehabilitation  
Garver CA Service Time Extension  
RFQ 16-013 JW Amendment #6 Supplemental #1

Dear Alex:

As of the end of January Brizo had not completed the construction on time as anticipated in their schedule. The most recent schedule has construction completing on March 3, 2024. Garver was able to extend our original fee to approximately early January 2024, well past the original construction completion date. However, based on the recent schedule we will need to extend the contract time for construction administration services to cover the additional time needed for construction completion.

Attached is a proposed additional fee of \$69,500.00 to extend Garver's CA services. This fee includes time from January through March of 2024. The current liquidated damages are estimated to be approximately \$240,000 which would cover this additional request and the previous request of \$118,000 for the RPR services.

Please review and let me know if you have any questions.

Sincerely,

Jason Frank, P.E.  
Sr. Project Manager  
Garver

Attachments: RPR FEE

**Exhibit A**

**JACK BROOKS REGIONAL AIRPORT  
TAXIWAY A RECONSTRUCTION  
Supplemental #01**

**Construction Administration**

WORK TASK DESCRIPTION	E-6	E-4	E-3	E-2	M-1
	hr	hr	hr	hr	hr
<b>1. Civil Engineering</b>					
Develop and Maintain Construction Mgmt Plan	2		4	4	
Monthly Progress Meetings with Contractor/Airport (	8		12	12	
Monthly Pay Requests	3		4	4	
RFI's / Construction Clarifications	3		8	8	
Weekly Teleconference Meetings (3 people, 12 meetings)	8		12	12	
Resident Construction Observation/Coordination	6		12	12	
Response to Contractor and RPR Inquiries	2		12	12	
Certified Payroll Reviews	2		6	4	
DBE Compliance	2		6	4	
Site Visits (2 people)			10	10	
QA Test Results Review	2		6	6	
Prepare Change Orders	2		8	6	
<b>Subtotal - Civil Engineering</b>	<b>40</b>	<b>0</b>	<b>100</b>	<b>94</b>	<b>0</b>



<b>2. Electrical Engineering</b>					
Shop Drawings/Material Submittals		6			
RFI's / Construction Clarifications		8			
Change Orders		6			
Response to Contractor and RPR Inquiries		8			
Site Visits (1 person)		10			
QA Test Results Review		8			
Resident Construction Observation/Coordination		4			
<b>Subtotal - Civil Engineering</b>	<b>0</b>	<b>50</b>	<b>0</b>	<b>0</b>	<b>0</b>

**Hours** 40 50 100 94 0

**Salary Costs** \$15,560.00 \$12,950.00 \$22,000.00 \$17,390.00 \$0.00

**SUBTOTAL - SALARIES: \$67,900.00**

**DIRECT NON-LABOR EXPENSES**

Document Printing/Reproduction/Assembly \$500.00  
 Postage/Freight/Courier \$0.00  
 Office Supplies/Equipment \$0.00  
 Travel Costs \$1,100.00

**SUBTOTAL - DIRECT NON-LABOR EXPENSES: \$1,600.00**

**SUBTOTAL: \$69,500.00**

**SUBCONSULTANTS FEE: \$0.00**

**TOTAL FEE: \$69,500.00**

**ATTEST:**

*Roxanne Acosta-Hellberg*

Roxanne Acosta-Hellberg  
 Jefferson County Clerk

**JEFFERSON COUNTY, TEXAS**

*Jeff R. Branick*

Jeff R. Branick  
 Jefferson County Judge

**FEBRUARY 20, 2024**

**DATE**





**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 *DKC*  
Purchasing Agent

Date: February 20, 2024

Re: Disposal of Salvage Property

Consider and approve, execute, receive and file disposition of salvage property as authorized by Local Government Code §263.152 (3), for broken or obsolete items.

Thank you.

JEFFERSON COUNTY, TEXAS  
 1149 PEARL STREET  
 BEAUMONT, TX 77701

## DISPOSAL OF SALVAGE PROPERTY

February 20, 2024

DEPARTMENT	DESCRIPTION OF PROPERTY	SERIAL NO.	ASSET NO.
AUDITING	CHAIR		10499
AUDITING	CHAIR		20495
AUDITING	CHAIR		
<i>contact person: Fran Lee</i>			
DISPUTE RESOLUTION	(3) OFFICE CHAIRS		
<i>contact person: Kara Hawthorn</i>			
HISTORICAL COMMISSION	ASST. BOOKS		
<i>contact person: Jennifer Trenbeath</i>			
TAX OFFICE - BEAUMONT	(7) BLACK STENO CHAIRS		
TAX OFFICE - BEAUMONT	CANON CALCULATOR	289558	
TAX OFFICE - BEAUMONT	PITNEY BOWES DL400 LETTER OPENER	1001924	
<i>contact person: Cheryl Ellis</i>			

Approved by Commissioners' Court:



**Pct.3 Maintenance**

# Memo

**To:** Rebekah Patin (Jefferson County Auditor's Office)  
**From:** Abriana Sampy (Maintenance Secretary)  
**cc:** Kenneth Shepherd (Maintenance Superintendent)  
**Date:** February 13, 2024  
**Re:** Transfer Funds

---

Please transfer \$3,000 from account 120-6084-416.40-09 (Buildings and Grounds) to account 120-6084-416.60-13(Cooling and Heating). Due to price change on Replacement A/C unit for Health Department.

Kenneth Shepherd



NAME	AMOUNT	CHECK NO.	TOTAL
<b>JURY FUND</b>			
ALISA RAUMAKER, CSR	204.76	514655	
CHAPMAN VENDING	392.34	514818	597.10**
<b>ROAD &amp; BRIDGE PCT.#1</b>			
ABLE FASTENER, INC.	420.00	514646	
ENTERGY	835.34	514670	
ACE IMAGEWEAR	53.07	514693	
SMART'S TRUCK & TRAILER, INC.	70.94	514694	
S.E. TEXAS BUILDING SERVICE	433.33	514695	
UNITED STATES POSTAL SERVICE	.64	514735	
SHOPPA'S FARM SUPPLY	316.86	514784	
GULF COAST	6,324.75	514810	
ODP BUSINESS SOLUTIONS, LLC	174.12	514828	8,629.05**
<b>ROAD &amp; BRIDGE PCT.#2</b>			
A-1 GLASS CO.	1,659.52	514645	
EASTEX RUBBER & GASKET	163.87	514667	
ENTERGY	767.10	514670	
S.E. TEXAS BUILDING SERVICE	520.00	514695	
AT&T	146.40	514704	
W. JEFFERSON COUNTY M.W.D.	29.93	514707	
BUMPER TO BUMPER	103.78	514748	
GULF COAST	264.32	514810	3,654.92**
<b>ROAD &amp; BRIDGE PCT. # 3</b>			
SPIDLE & SPIDLE	14,822.56	514651	
RB EVERETT & COMPANY, INC.	690.91	514668	
PHILPOTT MOTORS, INC.	447.25	514682	
LOWE'S HOME CENTERS, INC.	191.04	514741	
CENTERPOINT ENERGY RESOURCES CORP	50.47	514749	
MARTIN MARIETTA MATERIALS	18,588.08	514790	
ODP BUSINESS SOLUTIONS, LLC	309.16	514828	
MUNRO'S UNIFORM SERVICES, LLC	23.95	514830	35,123.42**
<b>ROAD &amp; BRIDGE PCT.#4</b>			
ACTION OIL SERVICE, INC.	125.00	514649	
AUDILET TRACTOR SALES	1,711.09	514656	
COASTAL WELDING SUPPLY INC	133.32	514662	
M&D SUPPLY	537.85	514679	
SOUTHEAST TEXAS WATER	49.95	514700	
AT&T	110.86	514704	
UNITED STATES POSTAL SERVICE	1.63	514735	
PETROLEUM SOLUTIONS, INC.	250.00	514746	
ATTABOY TERMITE & PEST CONTROL	119.70	514761	
GULF COAST	2,409.75	514810	
ODP BUSINESS SOLUTIONS, LLC	166.57	514828	
MUNRO'S UNIFORM SERVICES, LLC	129.50	514830	5,745.22**
<b>ENGINEERING FUND</b>			
ESRI - ENVIRONMENTAL SYSTEMS	600.00	514647	
MICHELLE FALGOUT	45.00	514820	645.00**
<b>PARKS &amp; RECREATION</b>			
ENTERGY	1,445.91	514670	
SPRINT WASTE SERVICES LP	789.19	514779	
WALMART CAPITAL ONE	30.52	514821	2,265.62**
<b>GENERAL FUND</b>			
JEFFERSON CTY. CLERK	2,126.92	514648	2,126.92*
TAX OFFICE			

NAME	AMOUNT	CHECK NO.	TOTAL
PITNEY BOWES INC	5,314.49	514683	
CDW COMPUTER CENTERS, INC.	434.34	514713	
UNITED STATES POSTAL SERVICE	917.59	514735	
WAVE SOLUTIONS LLC	2,128.00	514826	
ODP BUSINESS SOLUTIONS, LLC	1,352.29	514828	
AMAZON CAPITAL SERVICES	169.00	514835	
			10,315.71*
COUNTY HUMAN RESOURCES			
UNITED STATES POSTAL SERVICE	3.20	514735	
AUDITOR'S OFFICE			3.20*
UNITED STATES POSTAL SERVICE	3.84	514735	
COUNTY CLERK			3.84*
UNITED STATES POSTAL SERVICE	479.78	514735	
ENGINEERING INNOVATION	187.66	514793	
COUNTY JUDGE			667.44*
WELLS PEYTON & PARTAIN, LLP	500.00	514654	
CAYLA CALAMIA	600.00	514661	
LAIRON DOWDEN, JR.	500.00	514665	
UNITED STATES POSTAL SERVICE	15.79	514735	
ROCKY LAUDERMILK	500.00	514742	
KIMBERLY PHELAN, P.C.	500.00	514751	
RISK MANAGEMENT			2,615.79*
CDW COMPUTER CENTERS, INC.	541.93	514713	
UNITED STATES POSTAL SERVICE	.64	514735	
COUNTY TREASURER			542.57*
UNITED STATES POSTAL SERVICE	196.24	514735	
PURCHASING DEPARTMENT			196.24*
THE EXAMINER	366.25	514669	
PORT ARTHUR NEWS, INC.	1,398.00	514684	
PORT ARTHUR NEWS, INC.	174.00	514685	
UNITED STATES POSTAL SERVICE	20.46	514735	
GENERAL SERVICES			1,958.71*
CASH ADVANCE ACCOUNT	40.00	514675	
INTERFACE EAP, INC	1,300.05	514712	
NETCJCA	175.00	514770	
CHAPMAN VENDING	108.80	514818	
DATA PROCESSING			1,623.85*
CDW COMPUTER CENTERS, INC.	4,605.59	514713	
STEEPMEADOW SOLUTIONS, LLC	6,373.72	514822	
ODP BUSINESS SOLUTIONS, LLC	175.63	514828	
VOTERS REGISTRATION DEPT			11,154.94*
UNITED STATES POSTAL SERVICE	504.94	514735	
ELECTIONS DEPARTMENT			504.94*
IMAGE 360 BEAUMONT	3,249.00	514802	
DISTRICT ATTORNEY			3,249.00*
DELL MARKETING L.P.	13,306.52	514664	
UNITED STATES POSTAL SERVICE	260.17	514735	
DISTRICT CLERK			13,566.69*

NAME	AMOUNT	CHECK NO.	TOTAL
KIRKSEY'S SPRINT PRINTING	51.90	514677	
UNITED STATES POSTAL SERVICE	224.90	514735	
FUNCTION 4 LLC	570.00	514794	
ODP BUSINESS SOLUTIONS, LLC	322.08	514828	
CRIMINAL DISTRICT COURT			1,168.88*
TODD W LEBLANC	1,700.00	514650	
THOMAS J. BURBANK PC	900.00	514660	
KEVIN PAULA SEKALY PC	8,750.00	514691	
JOHN D WEST	8,750.00	514720	
UNITED STATES POSTAL SERVICE	.64	514735	
LANGSTON ADAMS	8,750.00	514743	
UNITED STATES TREASURY	800.00	514846	
58TH DISTRICT COURT			29,650.64*
SOUTHEAST TEXAS WATER	39.95	514701	
172ND DISTRICT COURT			39.95*
UNITED STATES POSTAL SERVICE	1.87	514735	
WALMART CAPITAL ONE	79.00	514821	
252ND DISTRICT COURT			80.87*
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,031.25	514658	
THOMAS J. BURBANK PC	2,404.87	514660	
WENDELL RADFORD	800.00	514687	
CHARLES ROJAS	8,750.00	514715	
UNITED STATES POSTAL SERVICE	35.24	514735	
SUMMER TANNER	7,249.00	514752	
ALLEN PARKER	8,750.00	514763	
BRITTANIE HOLMES	8,750.00	514776	
MARVIN LEWIS JR	8,750.00	514805	
ODP BUSINESS SOLUTIONS, LLC	112.99	514828	
279TH DISTRICT COURT			46,633.35*
ANITA F. PROVO	870.00	514686	
KEVIN PAULA SEKALY PC	650.00	514691	
SOUTHEAST TEXAS WATER	43.70	514703	
RONALD PLESSALA	1,050.00	514757	
REAUD MORGAN & QUINN LLP	440.00	514758	
BRITTANIE HOLMES	330.00	514776	
WILLIAM FORD DISHMAN	1,100.00	514777	
LINDSEY SCOTT	110.00	514789	
THE PARDUE LAW FIRM, PLLC	924.00	514813	
ALICIA K HALL PLLC	880.00	514814	
SHELANDER LAW OFFICE	660.00	514819	
317TH DISTRICT COURT			7,057.70*
LAIROD DOWDEN, JR.	185.00	514665	
NATHAN REYNOLDS, JR.	110.00	514688	
SOUTHEAST TEXAS WATER	66.20	514697	
UNITED STATES POSTAL SERVICE	41.60	514735	
GLEN M. CROCKER	110.00	514738	
DONEANE E. BECKCOM	220.00	514739	
LANGSTON ADAMS	325.00	514743	
JOEL WEBB VAZQUEZ	330.00	514747	
KIMBERLY PHELAN, P.C.	650.00	514751	
BRITTANIE HOLMES	220.00	514776	
WILLIAM FORD DISHMAN	220.00	514777	
BEST BUY BUSINESS ADVANTAGE ACCOUNT	1,264.81	514778	
ALICIA K HALL PLLC	2,354.00	514814	
SHELANDER LAW OFFICE	220.00	514819	
JUSTICE COURT-PCT 1 PL 1			6,316.61*
CASH ADVANCE ACCOUNT	162.00	514676	
SOUTHEAST TEXAS WATER	45.12	514698	
UNITED STATES POSTAL SERVICE	51.65	514735	
JUSTICE COURT-PCT 1 PL 2			258.77*

NAME	AMOUNT	CHECK NO.	TOTAL
HERNANDEZ OFFICE SUPPLY, INC.	64.50	514673	
UNITED STATES POSTAL SERVICE	32.24	514735	96.74*
JUSTICE COURT-PCT 4			
AT&T	110.86	514704	110.86*
JUSTICE COURT-PCT 6			
CDW COMPUTER CENTERS, INC.	30.85	514713	
UNITED STATES POSTAL SERVICE	168.01	514735	198.86*
JUSTICE COURT-PCT 7			
ODP BUSINESS SOLUTIONS, LLC	250.85	514828	250.85*
COUNTY COURT AT LAW NO.1			
UNITED STATES POSTAL SERVICE	4.48	514735	4.48*
COUNTY COURT AT LAW NO. 2			
NATHAN REYNOLDS, JR.	250.00	514688	
UNITED STATES POSTAL SERVICE	24.96	514735	
JOEL WEBB VAZQUEZ	250.00	514747	
MATUSKA LAW FIRM	500.00	514780	
BENJAMIN ALAN JEFFERIES	400.00	514840	
UNITED STATES TREASURY	500.00	514846	1,924.96*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	900.00	514650	
JACK LAWRENCE	250.00	514652	
UNITED STATES POSTAL SERVICE	16.00	514735	
JOEL WEBB VAZQUEZ	800.00	514747	
LAURIE PEROZZO	250.00	514762	
MATUSKA LAW FIRM	750.00	514780	
JARED GILTHORPE	300.00	514782	
LINDSEY SCOTT	800.00	514789	4,066.00*
COURT MASTER			
UNITED STATES POSTAL SERVICE	.64	514735	
LAWRENCE E THORNE III	4,388.86	514766	4,389.50*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	1.28	514735	
USER FRIENDLY PHONE BOOK	540.00	514750	
KARA HAWTHORN	150.00	514771	
WALMART CAPITAL ONE	298.70	514821	
ODP BUSINESS SOLUTIONS, LLC	295.02	514828	1,285.00*
SHERIFF'S DEPARTMENT			
ENTERGY	813.42	514670	
MOORMAN & ASSOCIATES, INC.	1,530.00	514680	
AT&T	194.00	514704	
VERIZON WIRELESS	3,836.99	514730	
UNITED STATES POSTAL SERVICE	1,391.38	514735	
RITA HURT	275.00	514773	
3L PRINTING COMPANY	35.00	514792	
VECTOR SECURITY	145.05	514796	
WALMART CAPITAL ONE	92.52	514821	
ODP BUSINESS SOLUTIONS, LLC	1,204.65	514828	
AMAZON CAPITAL SERVICES	61.83	514835	
BEAUMONT OCCUPATIONAL SERVICES	215.70	514838	9,795.54*
CRIME LABORATORY			
LYNN PEAVEY CO., INC.	515.25	514678	
SOUTHEAST TEXAS WATER	79.90	514699	
MCKESSON MEDICAL-SURGICAL INC	356.09	514714	



NAME	AMOUNT	CHECK NO.	TOTAL
LIPOMED	195.20	514765	
VECTOR SECURITY	199.65	514796	
SENTRY AIR SYSTEMS INC	1,415.28	514800	
ODP BUSINESS SOLUTIONS, LLC	52.84	514828	
BAK GLOBAL LLC	100.00	514837	
			2,914.21*
JAIL - NO. 2			
MARK'S PLUMBING PARTS	351.80	514644	
JOHNSTONE SUPPLY	461.09	514653	
BOB BARKER CO., INC.	3,133.73	514657	
COASTAL WELDING SUPPLY INC	138.19	514662	
COBURN SUPPLY COMPANY INC	64.65	514663	
M&D SUPPLY	107.26	514679	
AT&T	39.72	514704	
WORTH HYDROCHEM OF THE GULF COAST	390.00	514708	
LOWE'S HOME CENTERS, INC.	165.09	514741	
PURVIS BEARING SERVICE	152.63	514754	
ATTABOY TERMITE & PEST CONTROL	1,570.00	514761	
A1 FILTER SERVICE COMPANY	998.40	514772	
24 HR SAFETY LLC	75.00	514781	
GALLS LLC	8,243.48	514788	
BOUDREAUX'S TRUCK & TRAILER REPAIR	1,969.98	514791	
DARR EQUIPMENT CO	5,435.75	514797	
CORRHEALTH PLLC	643,069.70	514801	
LASALLE CORRECTIONS VI LLC	71,475.00	514804	
WALMART CAPITAL ONE	237.28	514821	
AERO PERFORMANCE	149.80	514831	
			738,228.55*
JUVENILE PROBATION DEPT.			
TEXAS PROBATION ASSOCIATION	700.00	514705	
CHERYL TARVER	120.60	514711	
UNITED STATES POSTAL SERVICE	20.15	514735	
ODP BUSINESS SOLUTIONS, LLC	499.99	514828	
			1,340.74*
JUVENILE DETENTION HOME			
S.E. TEXAS BUILDING SERVICE	2,250.00	514695	
BEN E KEITH COMPANY	8,079.99	514745	
VANSCHUCA SANDERS-CHEVIS	400.00	514753	
KELLILYN WORLEY	180.00	514787	
VEQUAL ROBERTS	500.00	514815	
FLOWERS BAKING COMPANY OF HOUSTON	216.05	514832	
			11,626.04*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	70.70	514735	
			70.70*
CONSTABLE-PCT 4			
CASH ADVANCE ACCOUNT	203.00	514675	
AT&T	55.43	514704	
			258.43*
CONSTABLE-PCT 6			
UNITED STATES POSTAL SERVICE	11.28	514735	
			11.28*
CONSTABLE PCT. 8			
CASH ADVANCE ACCOUNT	318.00	514675	
			318.00*
AGRICULTURE EXTENSION SVC			
UNITED STATES POSTAL SERVICE	74.88	514735	
TEXAS AGRILIFE EXTENSION SERVICE	125.00	514756	
			199.88*
HEALTH AND WELFARE NO. 1			
CLAYBAR HAVEN OF REST	1,240.00	514733	
UNITED STATES POSTAL SERVICE	96.59	514735	
SIERRA SPRING WATER CO. - BT	79.41	514736	
4IMPRINT, INC.	311.96	514740	

NAME	AMOUNT	CHECK NO.	TOTAL	
PROCTOR'S MORTUARY INC	1,205.00	514764	2,932.96*	
HEALTH AND WELFARE NO. 2				
4IMPRINT, INC.	311.97	514740	311.97*	
INDIGENT MEDICAL SERVICES				
LOCAL GOVERNMENT SOLUTIONS LP	3,773.00	514755	4,973.00*	
CORLISS R RANDLE	1,200.00	514807		
EMERGENCY MANAGEMENT				
VERIZON WIRELESS	150.00	514731	166.99*	
AMAZON CAPITAL SERVICES	16.99	514835		
MAINTENANCE-BEAUMONT				
SANITARY SUPPLY, INC.	182.36	514690	5,264.77*	
ACE IMAGEWEAR	271.62	514693		
WORTH HYDROCHEM OF THE GULF COAST	290.00	514708		
AI FILTER SERVICE COMPANY	732.70	514772		
CAT5 RESOURCES LLC	2,437.59	514785		
FERGUSON ENTERPRISES INC	585.75	514795		
REXEL USA INC	178.16	514799		
AMAZON CAPITAL SERVICES	491.85	514835		
SOUTHWESTERN PAINT&WALLPAPER CO INC	94.74	514836		
MAINTENANCE-PORT ARTHUR				
BETA TECHNOLOGY	198.76	514659		8,947.70*
ENTERGY	2,181.33	514670		
SANITARY SUPPLY, INC.	1,169.02	514690		
S.E. TEXAS BUILDING SERVICE	5,000.00	514695		
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	100.00	514759		
ATTABOY TERMITE & PEST CONTROL	24.00	514761		
CHARTER COMMUNICATIONS	106.67	514824		
PARKER'S BUILDING SUPPLY	167.92	514833		
MAINTENANCE-MID COUNTY				
ENTERGY	3,480.32	514670	6,790.70*	
ACE IMAGEWEAR	60.39	514693		
S.E. TEXAS BUILDING SERVICE	3,249.99	514695		
SERVICE CENTER				
AT&T	97.00	514704	164.50*	
JEFFERSON CTY. TAX OFFICE	7.50	514721		
JEFFERSON CTY. TAX OFFICE	7.50	514722		
JEFFERSON CTY. TAX OFFICE	7.50	514723		
JEFFERSON CTY. TAX OFFICE	7.50	514724		
JEFFERSON CTY. TAX OFFICE	7.50	514725		
JEFFERSON CTY. TAX OFFICE	7.50	514726		
JEFFERSON CTY. TAX OFFICE	7.50	514727		
JEFFERSON CTY. TAX OFFICE	7.50	514728		
JEFFERSON CTY. TAX OFFICE	7.50	514729		
VETERANS SERVICE				
UNITED STATES POSTAL SERVICE	2.88	514735		2.88*
MOSQUITO CONTROL FUND			946,382.70**	
ENTERGY	635.57	514670		
JACK BROOKS REGIONAL AIRPORT	114.18	514674		
M&D SUPPLY	90.09	514679		
SETZER HARDWARE, INC.	84.08	514692		
ACE IMAGEWEAR	74.42	514693		
TRIANGLE ENGINE DIST.	30.10	514706		
LJA ENGINEERING INC	2,392.50	514774		
O'REILLY AUTO PARTS	74.87	514803		

NAME	AMOUNT	CHECK NO.	TOTAL
PARKER'S BUILDING SUPPLY	152.38	514833	
SECURITY FEE FUND			3,648.19**
ALLIED UNIVERSAL SECURITY SERVICES	20,619.05	514811	
EMPG GRANT			20,619.05**
SOUTHEAST TEXAS WATER	9.95	514702	
VERIZON WIRELESS	76.61	514731	
JUVENILE PROB & DET. FUND			86.56**
VERIZON WIRELESS	133.50	514732	
GRAYSON COUNTY DEPT OF JUVENILE	2,600.00	514786	
GRANT A STATE AID			2,733.50**
HAYS COUNTY	600.00	514710	
BI INCORPORATED	225.70	514717	
GRAYSON COUNTY DEPT OF JUVENILE	15,565.00	514786	
TCSI, LLC	8,407.51	514812	
COMMUNITY SUPERVISION FND			24,798.21**
CASH ADVANCE ACCOUNT	726.54	514675	
UNITED STATES POSTAL SERVICE	153.55	514735	
JCCSC	299.00	514768	
JCCSC	20.00	514769	
CHARTER COMMUNICATIONS	121.33	514825	
BAK GLOBAL LLC	200.00	514837	
SHERIFF'S TRAINING GRANT			1,520.42**
EAN SERVICES LLC	989.00	514783	
LAW OFFICER TRAINING GRT			989.00**
4IMPRINT, INC.	2,100.15	514740	
COUNTY RECORDS MANAGEMENT			2,100.15**
EAST TEXAS HISTORICAL ASSOCIATION	50.00	514666	
HHM & ASSOCIATES, INC.	3,462.13	514816	
HOTEL OCCUPANCY TAX FUND			3,512.13**
DELL MARKETING L.P.	1,021.22	514664	
CDW COMPUTER CENTERS, INC.	383.64	514713	
MUNRO'S UNIFORM SERVICES, LLC	61.72	514830	
CAPITAL PROJECTS FUND			1,466.58**
PREFERRED FACILITIES GROUP-USA, LLC	4,974.00	514817	
AIRPORT FUND			4,974.00**
ENTERGY	16,922.65	514672	
CASH ADVANCE ACCOUNT	3,122.28	514675	
NOACK LOCKSMITH	15.00	514681	
RITTER @ HOME	42.93	514689	
SETZER HARDWARE, INC.	13.62	514692	
S.E. TEXAS BUILDING SERVICE	5,018.34	514695	
AT&T	502.06	514704	
BUBBA'S AIR CONDITIONING	215.00	514709	
AVIATION LABORATORIES	457.75	514719	
UNITED STATES POSTAL SERVICE	1.92	514735	
HERRERA'S EMERGENCY LIGHTING	300.00	514744	
NEW PIG CORPORATION	1,926.62	514760	
TITAN AVIATION FUELS	49,844.37	514806	
BEARCOM / KAY ELECTRONICS	626.19	514809	
MUNRO'S UNIFORM SERVICES, LLC	85.50	514830	
SIDDONS MARTIN EMERGENCY GROUP LLC	1,219.40	514834	
SE TX EMP. BENEFIT POOL			80,313.63**

NAME	AMOUNT	CHECK NO.	TOTAL
EXPRESS SCRIPTS INC	206,413.35	514798	
NEUROMUSCULAR CORPORATE SOLUTIONS	9,600.00	514808	
ROCKSTAR ACQUISITIONS CORP	75,253.00	514843	
SECURIAN LIFE INSURANCE COMPANY	28,483.19	514844	
MADISON NATIONAL LIFE INSURANCE COM	7,982.08	514845	
			327,731.62**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	1,652.00	514775	
			1,652.00**
D.A.'S FORFEITURED FUNDS			
WALMART CAPITAL ONE	1,673.36	514821	
			1,673.36**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	18,368.58	514626	
CLEAT	5,126.00	514627	
JEFFERSON CTY. TREASURER	13,518.50	514628	
INTERNAL REVENUE SERVICE	6,208.00	514629	
JEFFERSON CTY. COMMUNITY SUP.	6,969.07	514630	
JEFFERSON CTY. TREASURER - HEALTH	551,781.76	514631	
JEFFERSON CTY. TREASURER - GENERAL	35.00	514632	
JEFFERSON CTY. TREASURER - PAYROLL	2,048,899.40	514633	
JEFFERSON CTY. TREASURER - PAYROLL	694,149.43	514634	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,485.99	514635	
JEFFERSON CTY. TREASURER - TCDRS	820,729.72	514636	
JEFFERSON COUNTY TREASURER	3,810.42	514637	
JEFFERSON COUNTY - TREASURER -	9,971.51	514638	
NECHES FEDERAL CREDIT UNION	29,872.10	514639	
JEFFERSON COUNTY - NATIONWIDE	58,201.59	514640	
SBA - U S DEPARTMENT OF TREASURY	309.28	514641	
ALLSTATE BENEFITS	6,697.40	514642	
CHUBB	6,997.46	514643	
			4,277,131.21**
JUSTICE COURT SUPPORT FND			
KIRKSEY'S SPRINT PRINTING	22.30	514677	
			22.30**
COURT FACILITY FUND			
WAVE SOLUTIONS LLC	48,849.00	514826	
			48,849.00**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	200.00	514767	
MASTERWORD SERVICES, INC	781.33	514823	
RUBEN ZAPATA	600.00	514839	
			1,581.33**
ARPA CORONAVIRUS RECOVERY			
S.E. TEXAS REGIONAL PLANNING	133,782.00	514696	
TRAILER HITCH DEPOT	975.00	514716	
JEFFERSON CTY. WATER DISTRICT #10	119,427.34	514718	
CAT5 RESOURCES LLC	85,275.15	514785	
LEGACY COMMUNITY DEVELOPMENT CORP	50,082.08	514829	
FAMILY SERVICES OF SOUTHEAST TX INC	156,810.80	514842	
			546,352.37**
MARINE DIVISION			
ENTERGY	990.97	514670	
JACK BROOKS REGIONAL AIRPORT	709.60	514674	
AT&T	117.12	514704	
			1,817.69**
SHERIFF - COMMISSARY			
COOK'S CORRECTIONAL	23,541.80	514737	
GUARDIAN RFID	8,417.25	514841	
			31,959.05**
			6,388,574.38***

SECOND AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND LINDE, INC. FOR PROPERTY LOCATED IN THE LINDE, INC. REINVESTMENT ZONE

1. Jefferson County, Texas ("County") and Linde, Inc. ("Owner"), (together, the "Parties") entered into a Tax Abatement Agreement ("Agreement") on January 31, 2023 (attached hereto as Exhibit "A") with respect to the abatement of certain ad valorem property taxes on a new plant facility, Air Separation Unit, (the "Project") to be constructed by OWNER, in the Linde, Inc. Reinvestment Zone which was originally adopted by Jefferson County on January 23, 2023.

2. Linde, Inc. is the owner of record in County's real property records of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project. Owner has requested that the County modify the Agreement to delay the beginning date of tax abatement percentages agreed to and the real interests and obligations outlined in the abatement agreement because of exigencies they are encountering in securing materials and equipment necessary to complete this project as originally scheduled.

3. It was and continues to be the intent of the Parties that all of the rights, duties and obligations granted or imposed by the Agreement with respect to the tax abatement reside with and are the property of the owner of the Project.

4. The Parties acknowledge that circumstances beyond the control of Owner have delayed the continuation of construction and the Owner will suffer the loss of the intended benefits of the original abatement agreements and, for these reasons, the parties agree that the Tax Abatement Agreement for this project shall be amended only with respect to Article 4: Term of Abatement, as reflected on the schedule on the attached page.

5. The Parties further acknowledge and agree that all other terms and conditions of the original Abatement Agreement shall remain in full force and effect unless amended by written agreement and it is understood that purchases for the project will be invoiced locally that Jefferson County will be credited with sales taxes for purchases.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2024.

FOR THE COUNTY:

FOR THE OWNER:

[Handwritten signature for County]

[Handwritten signature for Owner]



ATTEST [Handwritten signature]
DATE 1/30/2024

**“Tax Abatement Schedule”**

<b>Tax Year</b>		<b>Abatement Percentage</b>
1	2024	60%
2	2025	60%
3	2026	100%
4	2027	100%
5	2028	100%
6	2029	90%
7	2030	80%
8	2031	70%
9	2032	70%
10	2033	70%

## Special Warranty Deed

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: **February \_\_\_\_\_, 2024**

Grantor: **Jefferson County, Texas**

Grantor's Mailing Address: 1149 Pearl Street, 5<sup>th</sup> Floor, Beaumont, Texas 77701

Grantee: **Jefferson County Drainage District No. 7**

Grantee's Mailing Address: P.O. BOX 3244, Port Arthur, Texas 77642

Consideration: the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

**Being a 2.80 acre tract of land situated in the Pelham Humphries Survey, Abstract No. 32, Jefferson County, Texas and being that same tract of land as conveyed by deed dated June 20, 1991 from the Mamie McFaddin Ward Heritage Foundation to Jefferson County recorded in Film Code No. 103-72-0926 of the real property records of said county.**

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

This conveyance is made and accepted subject to all restrictions, encumbrances, easements, covenants, and conditions relating to the Property filed for record in Jefferson County, Texas.

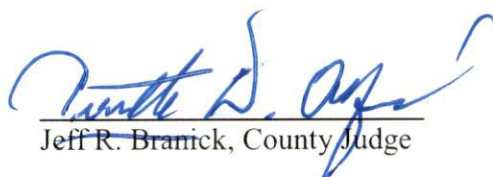
Grantor, for the Consideration, and subject to the Reservations from the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by, through, and under Grantor, but not otherwise.


When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 20<sup>TH</sup> day of February, 2024

GRANTOR:

JEFFERSON COUNTY, TEXAS

  
Jeff R. Branick, County Judge

ATTEST   
DATE 2-20-2024

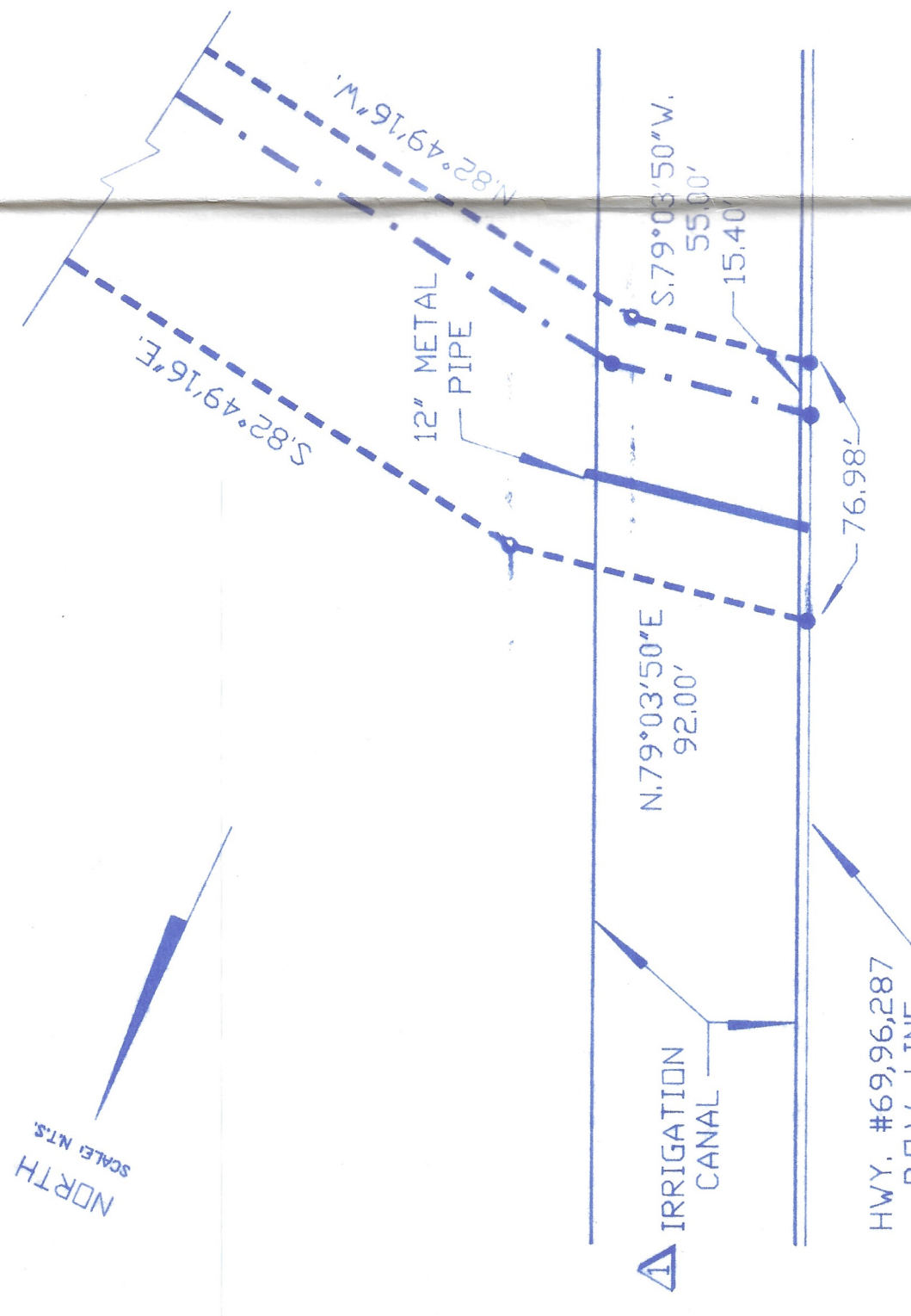
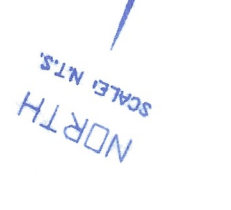


THE STATE OF TEXAS §  
   §  
COUNTY OF JEFFERSON §

Before me, a Notary Public, the foregoing instrument was acknowledged on \_\_\_\_\_ day of February, 2024 by JEFF R. BRANICK as County Judge for Jefferson County, Texas, who personally appeared before me, and executed it for the purposes and consideration expressed therein, and in the capacity stated.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF TEXAS

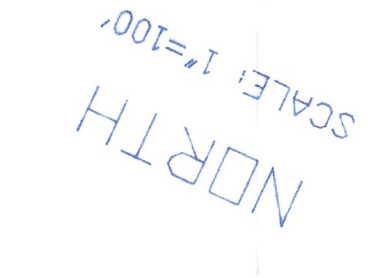




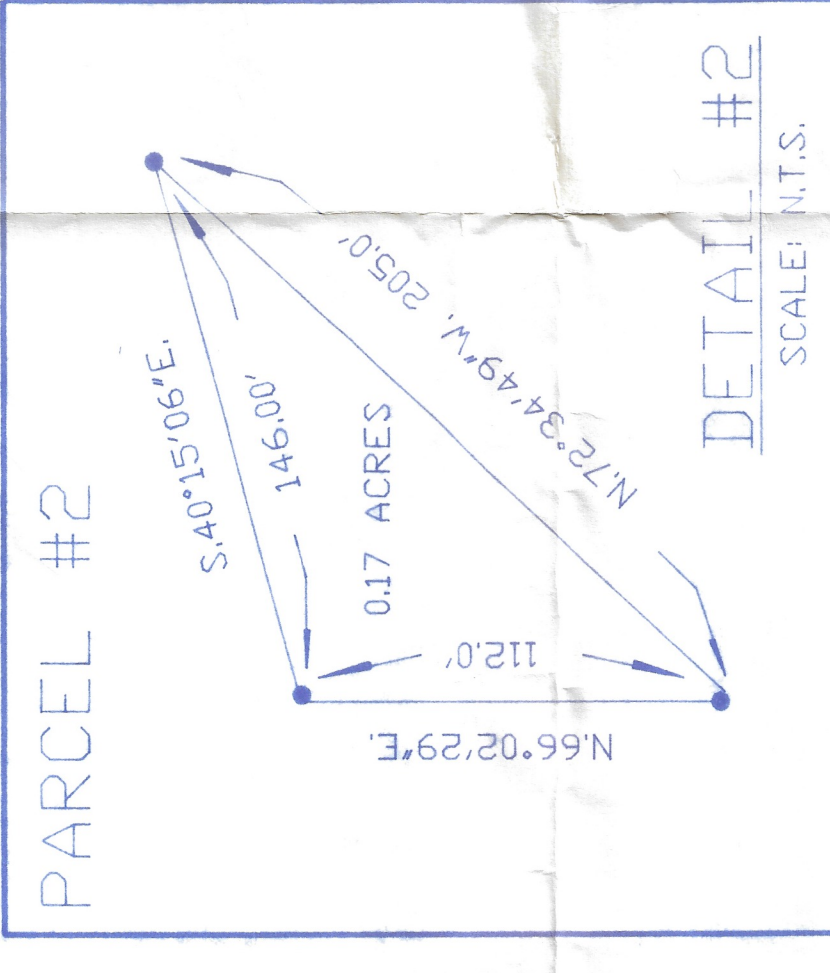
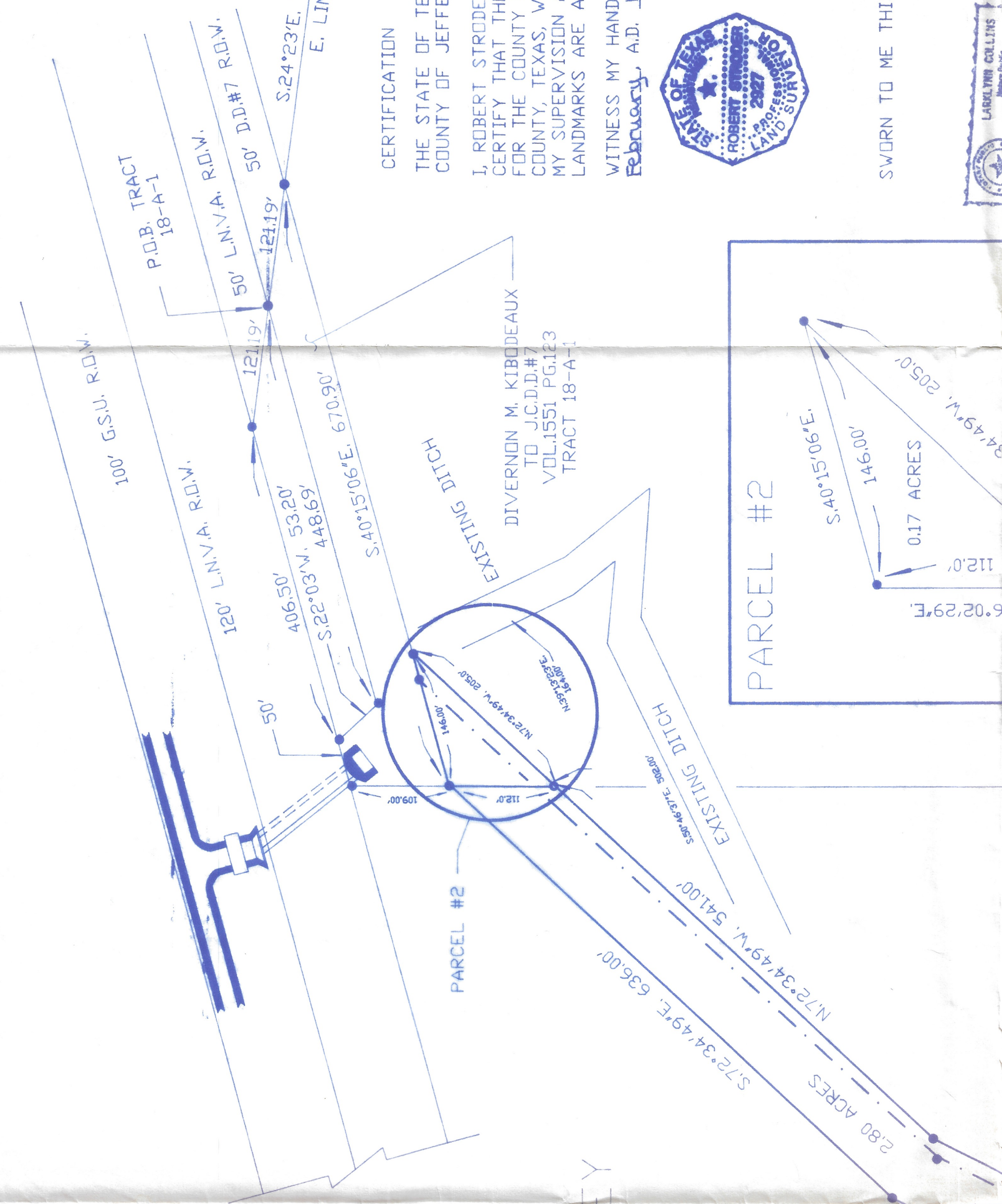
DETAIL #1  
SCALE: N.T.S.

MAMIE MCFADDIN WARD  
60.01 AC TRACT  
VOL. #692 PG. #22  
TRACT #19A OF THE PARTITION  
MAP #2 OF THE MCFADDIN TRUST  
J.C.D.R.

U.S. HWY. #69,96,287



PELHAM HUMPHRIES SURVEY  
ABST. #32



PARCEL #2  
SCALE: N.T.S.

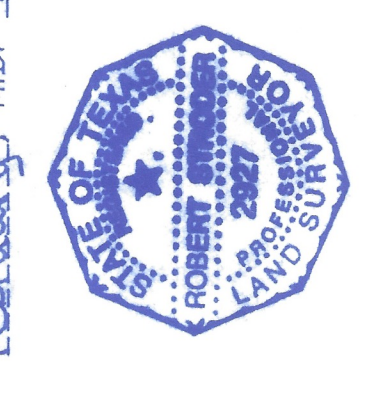
CAMELIA B. MCFADDIN &  
DI VERNON MCFADDIN CORDTS  
69.74 ACRES VOL. #692 PG. #22  
TRACT 18A OF THE PARTITION  
MAP #2 OF THE MCFADDIN TRUST  
J.C.D.R.

U.S. HWY. #69,96,287

CERTIFICATION

THE STATE OF TEXAS  
COUNTY OF JEFFERSON

I, ROBERT STRODER, REGISTERED LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING PLAT OF DRAINAGE EASEMENT FOR THE COUNTY CORRECTIONAL FACILITY IN JEFFERSON COUNTY, TEXAS, WAS PREPARED BY A SURVEY MADE UNDER MY SUPERVISION AND THAT ALL LINES, BOUNDARIES AND LANDMARKS ARE ACCURATELY DESCRIBED THEREIN.  
WITNESS MY HAND AND SEAL THIS 11 DAY OF February, A.D. 1991.



ROBERT STRODER R.L.S. 2927

SWORN TO ME THIS 11 DAY OF February, 1991.



CAROLINE COLLINS  
PUBLIC NOTARY

EXPIRATION DATE  
December 16, 1994

COMMENCING POINT  
@ 3/4" IR. S.W. CORR.  
LOUIS LACKEY 1173 AC.  
N.W. CORR. MAMIE  
MCFADDIN WARD 60.01 AC  
TRACT

NOTE

- 1) SOUTH R.O.W. LINE IS 15.00' FROM BASELINE.
  - 2) NORTH R.O.W. LINE IS 60.00' FROM BASELINE.
  - 3) TOTAL DRAINAGE R.O.W. = 75.00'.
- BASELINE  
RIGHT OF WAY

REVISION 2-7-91

DATE	8-2-90
SCALE	1"=100'
DRAWN BY	R.E.M.
CHECK BY	R.S.
SHEET	18-A
DWG. NO.	JEFFERSON COUNTY ENGINEERING DEPT.
DATE	
COUNTY ENGINEER	

PROPOSED  
RIGHT OF WAY  
FOR JAIL  
DRAINAGE

APPROVED BY: \_\_\_\_\_  
COUNTY ENGINEER

Re 7/9/91 GT



ID#	Last Name	First Name	Title	Other #	Inventoried Date	Keep	Discard
976.4	Jackson	Elaine	Lufkin		12/12/2023		X
B	Keaney	James	Nassau Plantation: Texas-German		12/12/2023		X
940.53	Kerr	Rita	Girl of the Alamo		12/12/2023		X
976.4	Groneman	Bill	Alamo Defenders		12/12/2023		X
973.7	Haley	James L.	Sam Houston		12/12/2023		X
976.4	Hart	Herbert M.	Old Forts of the Far West		12/12/2023		x
305.8	Hernandez	Marie Theresa	Cemeteries of Ambivalent Desire		12/12/2023		x
973	Howe	Barbara	Houses and Homes		12/12/2023		x
976.4	Fannin	James W.	Remember Goliad		12/12/2023		X
976.4	Flynn	Jean	Jim Bowie		12/12/2023		X
930.1	Fradin	Dennis B.	Texas in Words and Pictures		12/12/2023		x
976.4	Cooke	Paul	Natural Wonders of Texas		12/12/2023		x
920	Davis	William	Three Roads to the Alamo		12/12/2023		x
912.76	Delome Mapping Co.		Texas Atlas & Gazetteer	Large Book	12/12/2023		X
917.64	Drago	Ceil	Galveston		12/12/2023		x
976.42	Dromgoole	Glenn	Small Town in Texas		12/12/2023		X
338.4	Brooksher	William	Glory at a Gallop		12/12/2023		x
973.7	Cannon	Bill	Treasury of Texas Trivia II		12/12/2023		x
976.4	Carter	Kathryn	At the Battle of San Jacinto		12/12/2023		X
781.62	Abernethy	Francis Edward	Singin' Texas		12/12/2023		x
973	Alderso	William T.	Interpretation of Historic Sites		12/12/2023		X
551.45	Anderson	John B.	Formation and Future of the Upper Texas Coast		12/12/2023		x
594	Andrews	Jean	Field Guide to Shells of the Texas Coast		12/12/2023		x
333.7	Bartlette	Dick	Saving the Best of Texas		12/12/2023		x
976.4	Beard	Bill	Twenty-five Thousand Days in Texas		12/12/2023		X
582	Birdson	Gussie Mae	Texas Wild Flowers		12/12/2023		x
976.4	Block	W. T.	East Texas Mill Towns and Ghost Towns		12/12/2023		x
976.4	Block	W. T.	East Texas Mill Towns and Ghost Towns	V.2	12/12/2023		x
976.4	Block	W. T.	East Texas Mill Towns and Ghost Towns	V.2A	12/12/2023		x
976.4	Block	W. T.	History of Jefferson County, Texas - Wilderness to Reconstruction	133638	12/12/2023		x
976.4	McComb	David	Texas, An Illustrated History		12/12/2023		X
976.4	McKinley	Fred	Black Gold to Bluegrass		12/12/2023		x
940.54	Miller	Ray	Ray Miller's Texas Forts		12/12/2023		X
976.4	Newcomb	W. W.	Indian Tribes of Texas		12/12/2023		X

359.3	Parent	Laurence	Official Gluide to Texas State Parks		12/12/2023	x
976.4	Phares	Ross	Governors of Texas		12/12/2023	x
359.3	Power	Hugh Irvin	Battleship Texas		12/12/2023	x
976.4	Quezada	J. Gilberto	Border Boss Manuel Bravo and Zapata County		12/12/2023	x
976.4	Roberts	Randy	Line in the Sand: Alamo in Blood and Memory		12/12/2023	X
917.64	Robinson	Charles M.	Frontier Forts of Texas	32450	12/12/2023	x
799.24	Sawyer	R. K.	Hundred Years of Texas Waterfowl Hunting		12/12/2023	x
913	Scott	Tweed	Texas in Her Own Words		12/12/2023	X
557.64	Spearing	Darwin	Roadside Geology of Texas		12/12/2023	x
338.4	Spencer	John	Terrell's Texas Cavalry		12/12/2023	x
976.4	Storey	J. W.	Twentieth Century Texas		12/12/2023	X
581.2	Stutzenbaker	Charles	Aquatic & Wetland Plants of the Western Gulf Coast		12/12/2023	x
976.4	Templeton	R. L.	Alamo Soldier		12/12/2023	x
976.4	Templeton	R. L.	Cannon Boy of the Alamo		12/12/2023	x
976.4	Turner	Ellen Sue	Field Guide to Stone Artifacts of Texas Indians		12/12/2023	x
712.09	Turner	Suzanne	Houston's Silent Garden- Glenwood Cemetery		12/12/2023	x
976.4	Turner	Robyn	Texas Traditions		12/12/2023	X
595.78	Tveten	John	Butterflies of Houston and Southeast Texas		12/12/2023	x
595.78	Tveten	John L.	Wildflowers of Houston and Southeast Texas		12/12/2023	x
359.3	Wheaton	Elizabeth	Texas City Remembers		12/12/2023	x
976.4	Whisenhunt	Donald S.	Chronology of Texas History		12/12/2023	x
976.4			Briscoe Years 1973 - 1979		12/12/2023	X
976.4			Great State of Texas Almanac 2006		12/12/2023	X
976.4			Houston's Forgotten Heritage		12/12/2023	X
976.4			Texas Almanac 2006-2007		12/12/2023	x
917.64			Texas Almanac 1970		12/12/2023	x
			Texas Almanac 2010-2011		12/12/2023	x
			Texas Almanac 2016-2017		12/12/2023	x





# Resolution

STATE OF TEXAS

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COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

**BE IT REMEMBERED** at a meeting of Commissioners' Court of Jefferson County, Texas, held on the 20 day of February, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Vernon Pierce, Commissioner of Precinct No. 1, the following RESOLUTION was adopted:

- State and Local Cybersecurity Grant Program (SLCGP) – Governance and Planning**
- State and Local Cybersecurity Grant Program (SLCGP) – Assessment and Evaluation**
- State and Local Cybersecurity Grant Program (SLCGP) – Mitigation**
- State and Local Cybersecurity Grant Program (SLCGP) – Workforce**

**WHEREAS**, The Commissioners Court of Jefferson County, Texas finds it in the best interest of the citizens of the Jefferson County that the Jefferson County Cybersecurity Project be operated for the 2025 project year; and

**WHEREAS**, this grant will require 10% matching funds; and

**WHEREAS** The Jefferson County Commissioner's Court agrees that in the event of loss or misuse of the State and Local Cybersecurity Program Funds, The Jefferson County Commissioner's Court assures that the funds will be returned to the State and Local Cybersecurity Program in full; and

**WHEREAS**, The Jefferson County Commissioner's Court designates the Jefferson County Judge, as the grantee's authorized official and the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency; and

**NOW, THEREFORE, BE IT RESOLVED** Commissioners Court of Jefferson County hereby approves submission of the grant application for the Jefferson County Cybersecurity Project.

*Grant /Application Number(s) 5037501, 5039101, 5039401, 5045101, 5157901, 5157801, 5157701, 5157601, and 5039201*

SIGNED this 20<sup>TH</sup> day of FEBRUARY, 2024.

\_\_\_\_\_  
JUDGE JEFF R. BRANICK  
County Judge



Vernon Pierce  
COMMISSIONER VERNON PIERCE  
Precinct No. 1

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COMMISSIONER MICHAEL S. SINEGAL  
Precinct No. 3

Cary Erickson  
COMMISSIONER CARY ERICKSON  
Precinct No. 2

Everette D. Alfred  
COMMISSIONER EVERETTE D. ALFRED  
Precinct No. 4