

Special, 2/27/2024 10:30:00 AM

BE IT REMEMBERED that on February 27, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

*Notice of Meeting and Agenda
February 27, 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 27, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **27th** 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:

10:00am – WORKSHOP To receive information regarding the Jefferson County Pauper Burial Policy and proposed amendments thereto.

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.

Notice of Meeting and Agenda
February 27, 2024

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

The following options are available:

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

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

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

INVOCATION: Michael S. Sinegal, Commissioner, Precinct Three

PLEDGE OF ALLEGIANCE: Everette "Bo" Alfred, Commissioner, Precinct Four

PURCHASING:

- (a).Receive and file bids for Invitation for Bid (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County.

SEE ATTACHMENTS ON PAGES 13 - 80

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (b).No bids received for Invitation for Bid (IFB 24-002/MR) Term Contract for Armored Car Service for Jefferson County.

NO ATTACHMENTS

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (c).Consider and approve, execute, receive and file renewal for (IFB 23-008/MR) HVAC Maintenance, Repair & Emergency Services for Jefferson County Facilities for a first one (1) year renewal with Industrial & Commercial Mechanical from March 6, 2024 to March 5, 2025, pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 81 - 81

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (d).Consider and approve, execute, receive and file Contract Amendment No. 2 for Request for Statements of Qualification (RFQ 21-042/JW) Professional Engineering/Architectural Services for Rehabilitation and Update of the Jerry Ware General Aviation Terminal and Aircraft Rescue and Fire Fighting Station (ARFF) at the Jack Brooks Regional Airport with The LaBiche Architectural Group, Inc. for an increase of \$2,450.61 for reimbursable expenses (printing and ADA registration and inspections); bringing the contract total from \$138,075.00 up to \$140,525.61. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37); pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318 – 326.

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SEE ATTACHMENTS ON PAGES 82 - 93

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

- (e). Consider and approve, execute, receive and file a Certificate of Substantial Completion with N & T Construction, Inc. for Invitation for Bid (IFB 23-005/JW) Jerry Ware Terminal and Aircraft Fire Fighting (ARFF) Station Rehabilitation with N & T Construction Company, Inc. This project is 100% funded by the Federal Aviation Administration (FAA) Airport Improvement Program (AIP Grant #37).

SEE ATTACHMENTS ON PAGES 94 - 94

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

- (f). Consider and approve, execute, receive and file an agreement (Agreement 24-009/MR) with Pitney Bowes for the purchase of a postage machine for the Port Arthur Courthouse in the amount of \$4,652.07; in accordance with BuyBoard Contract 656-21.

SEE ATTACHMENTS ON PAGES 95 - 107

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

- (g). Consider and approve, execute, receive and file an agreement (Agreement 24-010/MR) with Pitney Bowes for the purchase of a postage machine for the Beaumont Courthouse in the amount of \$24,418.59; in accordance with BuyBoard Contract 656-21.

SEE ATTACHMENTS ON PAGES 108 - 120

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

- (h). 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.

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SEE ATTACHMENTS ON PAGES 121 - 122

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

- (i). Consider and approve, execute, receive and file a Job Order Contract (JOC 24-011/MR) with Daniels Building & Construction, Inc. for Emergency Operations Center Modifications in the amount of \$51,915.00; in accordance with Region 5 JOC Contract 20200905. Funded by Port Security Grant.

SEE ATTACHMENTS ON PAGES 123 - 124

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

- (j). Consider and approve and execute an agreement (Agreement 24-012/MR) with Ford AV for Emergency Operations Center Modifications in the amount of \$220,702.00; in accordance with BuyBoard Contract 644-21. Funded by Port Security Grant.

SEE ATTACHMENTS ON PAGES 125 - 146

Action: TABLED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Beaumont Maintenance – replacement of stove for café.

SEE ATTACHMENTS ON PAGES 147 - 147

| | | | |
|-------------------|--------------------------|------------|------------|
| 120-6083-416-6018 | POWER TOOLS & APPLIANCES | \$5,500.00 | |
| 120-6083-416-1036 | PAINTERS | | \$5,500.00 |

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

- (b). Consider and approve electronic disbursement for \$570,386.68 to LaSalle for revenue received from entities for inmate housing.

NO ATTACHMENTS

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

- (c).Receive and file Interlocal agreement with South East Texas Regional Planning Commission for Multi-County Broadband Feasibility Study.

SEE ATTACHMENTS ON PAGES 148 - 190

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

- (d).Consider and approve authorizing the County Judge to sign offer letter for voluntary home buyout of property at 11514 Cuniff Road, Beaumont as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 191 - 194

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

- (e).Consider and approve authorizing the County Judge to sign offer letter for voluntary home buyout of property at 1652 Ave I, Beaumont as part of the Texas GLO Hurricane Harvey Grant.

SEE ATTACHMENTS ON PAGES 195 - 198

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

- (f).Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Recovery Council of Southeast Texas.

SEE ATTACHMENTS ON PAGES 199 - 208

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

- (g).Regular County Bills – check #514847 through check #515056.

SEE ATTACHMENTS ON PAGES 209 - 217

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

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve, and authorize the County Judge to execute, receive, and file a 2024 Amended Policy for Disposition of Deceased Paupers pursuant to Texas Health & Safety Code Sections, 694.002(a)(b), 711.002, 691.023 and 691.024.

SEE ATTACHMENTS ON PAGES 218 - 221

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

TAX OFFICE:

- (a). Consider and approve an erroneous or overpayment property tax refund to Mahesh Makecha in the amount of \$6,455.98 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 222 - 225

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

- (b). Consider and approve an erroneous or overpayment property tax refund to Mahesh Makecha in the amount of \$4,644.30 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 226 - 229

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

- (c). Consider and approve an erroneous or overpayment property tax refund to Mahesh Makecha in the amount of \$3,769.92 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 230 - 233

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

- (d). Consider and approve an erroneous or overpayment property tax refund to Jimenez Nelson in the amount of \$3,918.08 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 234 - 237

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

- (e). Consider and approve an erroneous or overpayment property tax refund to Chicago Title Insurance Company in the amount of \$8,446.90 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 238 - 241

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

- (f). Consider and approve an erroneous or overpayment property tax refund to 2DS Development LLC in the amount of \$7,526.74 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 242 - 245

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

- (g). Consider and approve an erroneous or overpayment property tax refund to Golden Triangle Investments LP in the amount of \$6,244.42 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 246 - 249

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

Notice of Meeting and Agenda
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- (h). Consider and approve an erroneous or overpayment property tax refund to Pappas Restaurants, Inc. in the amount of \$9,067.75 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 250 - 253

Motion by: Erickson

Second by: Pierce

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

Action: APPROVED

- (i). Consider and approve an erroneous or overpayment property tax refund to German Terri Allred DDS in the amount of \$12,659.42 in accordance with Property Tax Code 31.11.

SEE ATTACHMENTS ON PAGES 254 - 257

Motion by: Erickson

Second by: Pierce

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

Action: APPROVED

HISTORICAL COMMISSION:

- (a). Consider, possibly approve and authorize the County Judge to execute an Antiquities Permit Application to allow installation of an additional television and lighted sign in the courthouse café.

SEE ATTACHMENTS ON PAGES 258 - 262

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

SHERIFF'S DEPARTMENT:

- (a). Consider and possibly approve a Resolution recognizing Darcel D. Wells for her 18 years of service to the Jefferson County Sheriff's Office and wishing her well in retirement.

SEE ATTACHMENTS ON PAGES 263 - 264

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

OTHER BUSINESS:

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

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

Jeff R. Branick
County Judge

Notice of Meeting and Agenda
February 27, 2024

Special, February 27, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, February 27, 2024.



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
 1st Floor, Beaumont, TX 77701

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

LEGAL NOTICE
Advertisement for Invitation for Bids

October 17, 2023

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County. Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/> or by calling 409-835-8593.

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

BID NAME: Re-Bid Term Contract for Indigent Burial Plots for Jefferson County
BID NUMBER: IFB 23-068/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, November 15, 2023
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

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

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

Deborah Clark

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

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|---|
| PUBLISH: Beaumont Enterprise: October 18, 2023 & October 25, 2023 |
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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.

1.1 BIDS.

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

A responsive bid shall substantially conform to the requirements of this Invitation to Bid and/or specifications contained herein. Bidders who substitute any other terms, conditions, specifications and/or requirements or who qualify their bids in such a manner as to nullify or limit their liability to the contracting entity shall have their bids deemed non-responsive. Also, bids containing any clause that would limit contracting authority shall be considered

non-responsive. Examples of non-responsive bids include but shall not be limited to: a) bids that fail to conform to required delivery schedules as set forth in the bid request; b) bids with prices qualified in such a manner that the bid price cannot be determined, such as with vague wording that may include "price in effect at the time of delivery," and c) bids made contingent upon award of other bids currently under consideration.

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

All delivery and freight charges, F.O.B. destination shown on Jefferson County purchase order, as necessary to

perform contract are to be included in the bid price.

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

Maintenance required for equipment bid should be available in Jefferson County by a manufacturer authorized maintenance facility. Cost for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Jefferson County opts to include maintenance, it shall be so stated in the purchase order and said cost

will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

Evaluation shall be used as a determinant as to which services are the most efficient and/or most economical for the County. It shall be based on all factors having a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Jefferson County Purchasing Department and recommendation to Jefferson County Commissioners' Court. Compliance with all bid requirements and needs of the using department are considered in evaluating bids. Pricing is not the only criteria for making a recommendation. The Jefferson County Purchasing Department reserves 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 |
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| <p>>\$250,000 (Simplified Acquisition Threshold)</p> | <p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <u>41 U.S.C. 1908</u>, must address administrative, contractual, or legal remedies in instances where Contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.</p> | <p>2 CFR 200 APPENDIX II (A)</p> |
| <p>>\$10,000</p> | <p>All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be 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

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| | <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>>\$2,000</p> | <p>Davis-Bacon Act, as amended (<u>40 U.S.C. 3141-3148</u>). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (<u>40 U.S.C. 3141-3144</u>, and <u>3146-3148</u>) as supplemented by Department of Labor regulations (<u>29 CFR Part 5</u>, "Labor Standards Provisions</p> | <p>2 CFR 200 APPENDIX II (D)</p> |

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| | <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 5 401.2 (a)</u> and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of <u>37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,"</u> and any implementing regulations issued by the awarding agency.</p> | 2 CFR 200 APPENDIX II (F) |
| >\$150,000 | <p>Clean Air Act (<u>42 U.S.C. 7401-7671g</u>.) and the Federal Water Pollution Control Act (<u>33 U.S.C. 1251-1387</u>), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (<u>42 U.S.C. 7401-7671g</u>) and the Federal Water Pollution Control Act as amended (<u>33 U.S.C. 1251-1387</u>). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p> | 2 CFR 200 APPENDIX II (G) |

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| >\$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> | |

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

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| | <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 |

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

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| | <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>>\$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> |

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| | (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. |

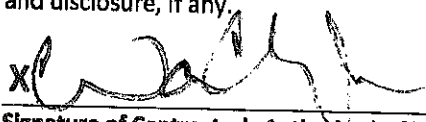
BYRD ANTI-LOBBYING CERTIFICATION

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 _____ 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

Warren Claybar

Name and Title of Contractor's Authorized Official

November 15, 2020

Date

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


DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

X 

Signature of Contractor's Authorized Official

Warren Claybar

Name and Title of Contractor's Authorized Official

November 15, 2020

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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


Signature of Contractor's Authorized Official

Warren Claybar
Name and Title of Contractor's Authorized Official

November 15, 2020
Date

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, November 15, 2023.

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

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

Late bids will not be accepted and will be returned unopened to the Bidder.
Jefferson County shall not be responsible for any effort or cost expended in the preparation of a response to this IFB.

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

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

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

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

COUNTY HOLIDAYS (2023):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact **Deborah Clark, Purchasing Agent** at: deb.clark@jeffcotx.us. The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, November 3, 2023.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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



Home Search Data Bank Data Services Help

< Entity Workspace

Get Started

Show Workspace For
Non-Federal Entities

- Non-Federal Entities
- BioPreferred Reporting
- Service Contract Reporting

Filter By

Keyword

Entity

Status

- Work in Progress Registration
- Submitted Registration
- Active Registration
- Inactive Registration
- ID Assigned
- Pending ID Assignment

Expiration Date

FSD Number

Address Update

Reset

< 1 of 1 > Results per page 25

Sort by Expiration Date Ascending

HILLCREST MEMORIAL GARDENS, INC. Work In Progress Registration

Unique Entity ID:
T321HRQ6NDF2

Doing Business As:
HILLCREST MEMORIAL GARDENS INC

Purpose of Registration:
Federal Assistance Awards

Expiration Date
(blank)

CAGE/NCAGE:
(blank)

Physical Address:
1155 N 11TH ST
BEAUMONT, TX 77702-1206 USA

TIN... CAGE...

5. FORM 1295 (Texas Ethics Commission) SUBMISSION REQUIREMENT/INSTRUCTIONS FOR BIDDERS.
All Non-Exempt Bidders are required to submit a completed FORM 1295 with bid submission.

1. Submit a FORM 1295 online via the Texas Ethics Commission website link below.
Vendors must enter the required information on Form 1295, and print a copy of the completed form. The form will include a certification of filing that will contain a unique certification number.

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

What type of contracts are exempt from the Form 1295 filing requirement under the amended law?
The amended law adds to the list of types of contract exempt from the Form 1295 filing requirement.

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

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

OFFICE USE ONLY

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

VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

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

JEFFERSON COUNTY, TEXAS

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

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

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

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

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

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

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

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

Executed in _____ County, State of _____, on the _____ day of _____, 20____ (month) (year)

Signature of authorized agent of contracting business entity (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

Form provided by Texas Ethics Commission www.ethics.state.tx.us 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

Certificate Number:
2023-1074426

Date Filed:
09/21/2023

Date Acknowledged:

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

Claybar Haven of Rest Cemetery
Beaumont, TX United States

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

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.

IFB23-051/MR

Haven of Rest Cemetery Grave space; concrete grave liner and opening and closing of the grave.

| 4 Name of Interested Party | City, State, Country (place of business) | Nature of Interest (check applicable) | |
|----------------------------|--|---------------------------------------|--------------|
| | | Controlling | Intermediary |
| Haven of Rest Cemetery | Beaumont, TX United States | X | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5 Check only if there is NO interested Party.

6 UNSWORN DECLARATION

My name is Warren Claybar, and my date of birth is 3/25/75

My address is 1155 N 11TH ST, BEAUMONT, TX, 77702, USA
(street) (city) (state) (zip code) (country)

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

Executed in Jefferson County, State of Texas, on the 27th day of Sep, 2023.
(month) (year)

Signature of authorized agent of contracting business entity (Declarant)

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

| | |
|--|-------------|
| Public Liability, Including Products & Completed Operations | \$1,000,000 |
| Excess Liability | \$1,000,000 |

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



Dear Policyholder,

Thank you for choosing Federated Insurance to handle your insurance and risk management needs. The attached certificate document(s) have been issued or updated.

Please feel free to contact us with any additional changes, additions or deletions that may be needed by contacting the Federated Client Contact Center at:

E-mail: clientcontactcenter@fedins.com
Phone: 1-888-333-4949
Fax: 507-446-4664

Thank you for your business!

Client Contact Center

Enclosed:
Certificate Document(s)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/22/2023

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).

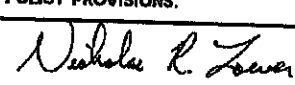
| PRODUCER FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060 | | CONTACT NAME: CLIENT CONTACT CENTER PHONE (A/C, No, Ext): 080-333-4949 FAX (A/C, No): 507-446-4864 E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM | | | | | | | | | | | | | | | | | | | | | | |
|--|------------------------------------|---|--|-----------------------------|--|--------|------------|------------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| INSURED CLAYBAR FUNERAL HOME, INC 1155 N 11TH ST BEAUMONT, TX 77702-1206 | | 426-017-0 | <table border="1"> <tr> <th colspan="2">INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>FEDERATED MUTUAL INSURANCE COMPANY</td> <td>13935</td> </tr> <tr> <td>INSURER B:</td> <td></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> | INSURERS AFFORDING COVERAGE | | NAIC # | INSURER A: | FEDERATED MUTUAL INSURANCE COMPANY | 13935 | INSURER B: | | | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | | |
| INSURERS AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | FEDERATED MUTUAL INSURANCE COMPANY | 13935 | | | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER: 2** **REVISION NUMBER: 2**

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.

| INER TYR | TYPE OF INSURANCE | ADDL RISK | SUBR RISK | POLICY NUMBER | POLICY EFF DATE (MM/DD/YYYY) | POLICY EXP DATE (MM/DD/YYYY) | LIMITS | |
|-------------|---|--------------|--------------|---------------|---------------------------------|---------------------------------|---|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | N | N | 1861422 | 05/23/2023 | 05/23/2024 | EACH OCCURRENCE | \$1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$100,000 |
| | | | | | | | MED EXP (Any one person) | EXCLUDED |
| | | | | | | | PERSONAL & ADV INJURY | \$1,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$2,000,000 |
| | | | | | | | PRODUCTS & COMP/OP AGG | \$2,000,000 |
| A | AUTOMOBILE LIABILITY <input checked="" 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 | N | N | 1861422 | 05/23/2023 | 05/23/2024 | COMBINED SINGLE LIMIT (Ea accident) | \$1,000,000 |
| | | | | | | | BODILY INJURY (Per Person) | |
| | | | | | | | BODILY INJURY (Per Accident) | |
| | | | | | | | PROPERTY DAMAGE (Per Accident) | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION | N | N | 1861423 | 05/23/2023 | 05/23/2024 | EACH OCCURRENCE | \$5,000,000 |
| | | | | | | | AGGREGATE | \$5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | | | | PER STATUTE | OTHER |
| | | | | | | | E.L. EACH ACCIDENT | |
| | | | | | | | E.L. DISEASE EA EMPLOYEE | |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: CLAYBAR HAVEN OF REST CEMETERY

| | |
|---|--|
| CERTIFICATE HOLDER 426-017-0 JEFFERSON COUNTY COURTHOUSE 1149 PEARL ST BEAUMONT, TX 77701-3638 | CANCELLATION 2 2 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|--|

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 23-068/MR) Re-Bid Term Contract for Indigent Burial Plots for Jefferson County

Bidder's Company/Business Name: Hillcrest Memorial Gardens, Inc. dba Haven of Rest Cemetery

Bidder's TAX ID Number: 176-055-77190

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

Contact Person: Warren Claybar Title: President

Phone Number (with area code): (409) 892-3456

Alternate Phone Number if available (with area code): (409) 882-1984

Fax Number (with area code): (409) 892-6477

Email Address: OfficeBmt@ClaybarDifference.com

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

1155 North 11th Street

Address

Beaumont, Texas 77702

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 23-068/MR.

SCOPE OF PROJECT:

Jefferson County seeks to purchase approximately 50 Burial Plots with an option to purchase an additional 450 plots (at the rate of 100 plots per year) for the purpose of burial of the indigent. Contractor shall also provide Opening and Closing of Grave, Grave Liner, Tent and Chairs, and Marker. Jefferson County will purchase services on an as needed basis.

Jefferson County expects to conduct approximately 110 burials of infants, children and adults per year. Approximately 8 of these will be oversized burials. Burials of infants and cremains should be three (3) per plot by dividing the space into thirds. Jefferson County requests cremains are not buried until there are three (3) sets to be buried. The successful contractor will provide simple, yet dignified, burials on a unit price basis, Burials shall include opening and closing of the grave, grave liner, tent and chairs and marker.

Contractor will be licensed by the state of Texas Funeral Service Commission to perform all aspects of this contract. Bidders will provide a copy of the Texas Funeral Service Commission license with their bid. Contractors who have this licensed suspended, repealed, or in any way restricted from performing services may not be paid for services rendered while this suspension, repeal or restriction is in effect. If the contractor has its license suspended, repealed or restricted in any way during the term of this contract, the contract may be terminated. The Cemetery shall have a Perpetual Care Certificate from The Banking Commissioner of Texas. Contractor must have a rating of 3 or better from the State of Texas Department of Banking. This is to ensure perpetual care for the cemetery.

Contractor may subcontract any part of these contracted services. However, the contractor shall be the party liable to Jefferson County for strict compliance with all contract specifications.

If it has been determined that the deceased had insufficient resources to be interred with private funds, Jefferson County will pay the rates described in the Pricing/Delivery Information Sheet. If it is determined that the deceased has private resources available, the contractor will aggressively pursue such resources toward paying for arrangements. Private resources include, but are not limited to, bank accounts, real property, personal property, insurance, and personal effects.

Jefferson County reserves the right to set the date, time, and location of the interment. Burials generally occur between 10:00 a.m. and 4:00 p.m., Monday through Friday, excluding weekends and holidays. All burials shall be carried out with the utmost dignity, decorum, and solemnity. Any exhumation shall not be the responsibility of Jefferson County, and will be undertaken at the expense of the party requesting such exhumation.

In the event Jefferson County requests a burial, a Jefferson County representative may be present. Jefferson County may inspect the procedures of the contractor from the time the contractor claims the body until the grave is covered. The contractor should provide access for media and/or public scrutiny

at any time, and promptly notify Jefferson County as soon as the possibility of such media or public inquiry is made known to the contractor.

Contractor shall furnish Jefferson County an itemized invoice for services performed, stating that these specifications have been strictly adhered to, and that the contractor has not received, and will not receive, any money or other type of compensation from any party for the services for which Jefferson County is paying.

Burials may include, but are not limited to opening and closing of the burial plot, grave liner, tent & chairs, and a marker. Pricing for burials will be indicated as Items 1 through 6 on the Pricing Delivery Information Sheet.

Opening and closing of a gravesite includes providing a backhoe to dig a gravesite, place of a grave liner into a gravesite and then replacing the dirt to fill the gravesite. The grave shall be properly covered with contractor-provided earth consistent with surrounding area. The contractor is responsible for filling the gravesite as it settles for a period of up to six months after each interment until the grave is level and prepared for a gravestone. The top of the casket shall be no less than twenty-four (24) inches below the natural surface of the ground. Pricing for opening and closing of gravesites will be indicated on the bid form.

TERM:

The effective date of contract will be upon execution by Commissioner's Court. The contract will be for a 5 year term. Modification of contract price shall be allowed only on the anniversary date of the contract. Written request for price revisions shall be submitted in advance to the Jefferson County Purchasing Department. Requests shall be based upon and include documentation of the actual change in cost of components involved in the contract. Price increases shall not include overhead or profit. The County reserves the right to reject any price increase and/or to terminate the contract.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

Haven of Rest Cemetery

Company Name

1155 North 11th St.

Address

Beaumont, Texas 77702

City

State

Zip

Signature of Person Authorized to Sign

Warren Claybar

Printed Name

President

Title

For clarification of this offer, contact:

Warren Claybar, President

Name & Title

(409) 892-3456

(409) 892-6477

Phone

Fax

OfficeBmt@ClaybarDifference.com

E-mail

REQUIRED FORM

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following Items: Term Contract for Indigent Burial Plots for Jefferson County for a period of five (5) years beginning on execution by Commissioners' Court.

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 23-068/MR, Re-Bid Term Contract for Indigent Burial Plots for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

None

BID FORM

Using this form, each Offeror must state its proposed charges. Each Offeror's charges must include the entire cost of providing the services identified in this IFB.

| Item | Description | UOM | Unit Price |
|------|--|-----|--|
| 1 | Burial Plot (Initial purchase of 50 plots) | ea | \$595.00 (50 Plots) -\$29,750 |
| 2 | Opening and Closing of Plot to include Tent & Chairs | ea | \$ 805.00 |
| 3 | Grave Liner | ea | \$ 555.00 |
| 4 | Oversized Grave Liner | ea | \$ 555.00 |
| 5 | Plastic Urn Vault | ea | \$ 150.00 |
| 6 | Marker for Grave | ea | \$ 225.00 |

Will the vendor charge costs other than the initial burial plot purchase for children under the age of 18 approved as indigent?

Yes No

List physical address of the burial plots below.

| | |
|---|--|
| <p>Physical Location Haven of Rest Cemetery US Highway W at Green Pond Road Beaumont, Texas</p> | <p>Office and Mailing Location Haven of Rest Office 1155 N 11th St. Beaumont, Texas 77702</p> |
|---|--|

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: Coldspring

Address: 17482 Granite West Rd., Cold Spring, MN 56320

Contact Person and Title: Dave McNally; Regional Sales Manager

Phone: 800-551-7502

Fax: _____

Email Address: dmcnally@coldspringusa.com

Contract Period: _____

Scope of Work: Monument sales and manufacturing

REFERENCE TWO

Government/Company Name: Batesville Casket company

Address: 1 Batesville Boulevard, Batesville, Indiana 47006

Contact Person and Title: Jim Hartung, Account Business Consultant

Phone: 281-413-5020

Fax: _____

Email Address: Jim.Hartung@batesville.com

Contract Period: _____

Scope of Work: Caskets and cremation supply sales

REFERENCE THREE

Government/Company Name: Wilbert Vaults of Houston

Address: 10645 Aldine Westfield Rd., Houston, TX 77093

Contact Person and Title: Jay Walker, Manager

Phone: 713-292-7604

Fax: _____

Email Address: jwalker@wilberthouston

Contract Period: _____

Scope of Work: Vault and liner sales

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.

Haven of Rest Cemetery

Bidder (Entity Name)

1155 North 11th St.

Street & Mailing Address

Beaumont, Texas 77702

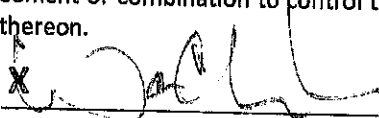
City, State & Zip

(409) 892-3456

Telephone Number

OfficeBmt@ClaybarDifference.Com

E-mail Address



Signature

Warren Claybar

Print Name

November 15, 2023

Date Signed

(409) 892-6477

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 |
| Warren Claybar |
| Name and Title of Contractor's Authorized Official (Please Print) |
| November 15, 2023 |
| Date |

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

CONFLICT OF INTEREST QUESTIONNAIRE

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
 Yes No

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

Did the Prime Contractor/Consultant . . . ?

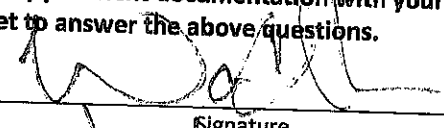
- Yes No 1. To the extent practical, and consistent with standard and prudent industry standards, divide the contract work into the smallest feasible portions, to allow for maximum HUB Subcontractor participation?
- Yes No 2. **Notify** in writing a reasonable number of HUBs, allowing sufficient time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

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

Warren Claybar

 Printed Name of Authorized Representative
 President

 Title



 Signature
 11/15/23

 Date

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

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

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
 Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

| | | |
|--|--------------------------------------|---------------|
| _____ Printed Name of Contractor Representative | _____ Signature of Representative | _____ Date |
| _____ Printed Name of HUB | _____ Signature of Representative | _____ Date |

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 1 OF 4

Bidder intends to utilize Subcontractors/Subconsultants in the fulfillment of this contract (if awarded).
 Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
 Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
 Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 2 OF 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name:
HUB Status (Gender & Ethnicity):
Certifying Agency: [] Tx. Bldg & Procurement Comm. [] Jefferson County [] Tx Unified Certification Prog.
Address: Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

HUB Subcontractor Name:
HUB Status (Gender & Ethnicity):
Certifying Agency: [] Tx. Bldg & Procurement Comm. [] Jefferson County [] Tx Unified Certification Prog.
Address: Street City State Zip
Contact person: Title:
Phone (with area code): Fax (with area code):
Proposed Subcontract Amount: \$ Percentage of Prime Contract: %
Description of Subcontract Work to be Performed:

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

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 3 OF 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) SUBCONTRACTING PARTICIPATION DECLARATION FORM

PAGE 4 OF 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): Warren Claybar

Title: President

Signature: 

Date: 4/18/23

E-mail address: officebmt@claybardifference.com

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

Name (print or type): John Woods

Title: Cemetery Manager

Date: _____

E-mail address: johnw@claybardifference.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 Hillcrest Memorial Gardens, Inc. [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.): | 176-05577190 |
| Company Name submitting bid/proposal: | Hillcrest Memorial Gardens dba Haven of Rest Cemetery |
| Mailing address: | 1155 North 11th Street, Beaumont, Texas 77702 |
| 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** | | | |
|--|-------------------------------|---------------------------|-------------------------------|
| 200000-000-329226-00000-8 | US Hwy 90 at Greens Pond Road | 300025-000-118000-00000-3 | US Hwy 90 at Greens Pond Road |
| 200000-000-051690-00000-9 | US Hwy 90 at Greens Pond Road | 300025-000-064001-00000-5 | US Hwy 90 at Greens Pond Road |
| 300025-000-064001-00000-7 | US Hwy 90 at Greens Pond Road | 300025-000-020000-00000-0 | US Hwy 90 at Greens Pond Road |
| 300024-000-077000-00000-5 | US Hwy 90 at Greens Pond Road | | |

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

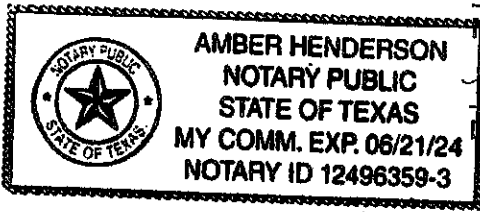
[Handwritten Signature]
Signature of Company Representative

11/15/23
Date

On this 15 day of Nov, 2023, personally appeared Warren Claybar, the above-named person, who after by me being duly sworn, did swear and confirm that the above is true and correct.

Notary Seal

[Handwritten Signature: Amber Henderson]
Notary Signature
Nov 15, 2023
Date



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

SENATE BILL 252 CERTIFICATION

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

Hillcrest Memorial Gardens, Inc
dba Haven of Rest Cemetery

Company Name

20-051/MR

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF Texas COUNTY OF Jefferson

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

on this day personally appeared Warren Claybar, who
(name)

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

"I, Warren Claybar am a duly authorized officer of/agent
(name)
for Haven of Rest Cemetery and have been duly authorized to execute the
(name of firm)
foregoing on behalf of the said Haven of Rest Cemetery
(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: Warren Claybar, 1155 North 11th St., Beaumont, Texas 77702

Fax: (409) 892-6477 Telephone# (409) 392-3456

by: Warren Claybar Title: President
(print name)

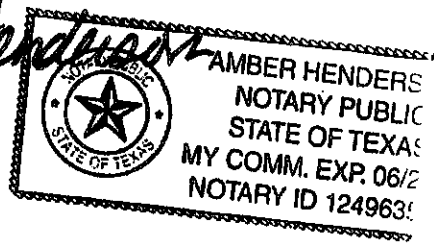
Signature: *Warren Claybar*

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

this the 15 day of Nov 2023

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

Amber Henderson
Notary Public in and for
the State of Texas



CLAVAR
HAVEN OF REST CEMETERY

Appendix
Indigent Burial Plots
Supporting Documents



Jefferson County, Texas

#IFB 23-068/MR

November 15, 2023

Summary of Perpetual Care Cemetery Examination Findings

Revised 08/17

Certificate Holder: Hillcrest Memorial Gardens, Inc. dba Claybar Haven of Rest

Certificate of Authority # 217

Examination Close Date: December 31, 2021

For the Period: 05/31/2020 to 12/31/2021

Date of Exit Conference: March 04, 2022

COA Representative: W. Warren Claybar


COA Representative's Title: President

| Summary of Findings | Regulation | X / R | # of Times Cited |
|--|-----------------|-------|------------------|
| Conveyance document not issued by the 20th of the following month | TAC 26.5 | X | |
| Historical register of all interments sold not maintained as required | TAC 26.2(b)(4) | X | |
| Monthly recapitulation of all interment rights issued not maintained as required | TAC 26.2(b)(5) | X | |
| Annual Statement of Funds required corrections | THSC 712.041(a) | OFR | |

- X = Violation
- R = Repeat Violation
- OFR = Other Findings and Recommendations
- THSC = Texas Health and Safety Code Annotated
- DOB = Department of Banking
- TAC = Texas Administrative Code
- TPC = Texas Property Code
- TOC = Texas Occupations Code

Tentative Rating Assigned
(subject to review by DOB)

2


 COA Representative's Signature
 (By signing, you acknowledge receipt of these findings.)

Nathaniel Short - Financial Examiner

* Management is advised that if repeat violation(s) continue to be cited at the next examination, this matter may be referred to the Department's Legal Division with a recommendation that administrative penalties be assessed for a pattern of disregard.



Office of the Secretary of State

**CERTIFICATE OF FILING
OF**

HILLCREST MEMORIAL GARDENS, INC.

File Number: 147381700

Assumed Name:

Claybar Haven of Rest

The undersigned, as Secretary of State of Texas, hereby certifies that the assumed name certificate for the above named entity has been received in this office and filed as provided by law on the date shown below.

ACCORDINGLY the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law hereby issues this Certificate of Filing.

Dated: 01/21/2014

Effective: 01/21/2014 - 1/21/24



Nandita Berry

Nandita Berry
Secretary of State



Office of the Secretary of State

January 22, 2014

Hillcrest Memorial Gardens
PO Box 2060
Orange, TX 77631 USA

RE: HILLCREST MEMORIAL GARDENS, INC.
File Number: 147381700

Assumed Name:
Claybar Haven of Rest

File Date: 01/21/2014

It has been our pleasure to file the assumed name certificate for the above referenced entity. Enclosed is the certificate evidencing filing. Payment of the filing fee is acknowledged by this letter.

In addition to filing with the Secretary of State, Chapter 71 of the Texas Business and Commerce Code requires filing of the assumed name certificate with the county clerk in the county in which the principal office of the entity is located. If the entity is required by law to maintain a registered office address in Texas and its principal office address is not located in Texas, the assumed name certificate is required to be filed in the county in which the registered office address is located. If the entity is not required by law to maintain a registered office address, please refer to Section 71.103 of the Texas Business and Commerce Code for the appropriate place of filing.

If we can be of further service at any time, please let us know.

Sincerely,

Corporations Section
Business & Public Filings Division

Enclosure



Office of the Secretary of State
Corporations Section
P.O. Box 13697
Austin, Texas 78711-3697

FILED
In the Office of the
Secretary of State of Texas
AUG 22 2003
Corporations Section

**ASSUMED NAME CERTIFICATE
FOR FILING WITH THE SECRETARY OF STATE**

1. The name of the corporation, limited liability company, limited partnership, or registered limited liability partnership as stated in its articles of incorporation, articles of organization, certificate of limited partnership, application for certificate of authority or comparable document is **HILLCREST MEMORIAL GARDENS, INC.**
2. The assumed name under which the business or professional service is or is to be conducted or rendered is **CLAYBAR HAVEN OF REST.**
3. The state, country, or other jurisdiction under the laws of which it was incorporated, organized or associated is **TEXAS** and the address of its registered or similar office in that jurisdiction is **414 N. 5TH STREET, ORANGE, ORANGE COUNTY, TEXAS, 77630.**
4. The period, not to exceed 10 years, during which the assumed name will be used is **JULY 1, 2003 - JUNE 30, 2013.**
5. The entity is a (check one):
 - A.

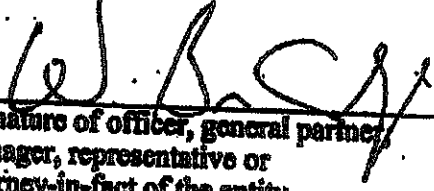
| | |
|---|---|
| <input checked="" type="checkbox"/> Business Corporation | <input type="checkbox"/> Non-Profit Corporation |
| <input type="checkbox"/> Professional Corporation | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Registered Limited Liability Partnership | |
 - B. If the entity is some other type business, professional or other association that is incorporated, please specify below (e.g., bank, savings and loan association, etc.)

6. If the entity is required to maintain a registered office in Texas, the address of the registered office is 414 N. 5TH STREET, ORANGE, TEXAS, 77630, and the name of its registered agent at such address is WM. BROWN CLAYBAR.

The address of the principal office is the same as the registered office.

7. The county where business or professional services are being or are to be conducted or rendered under such assumed name is JEFFERSON COUNTY.
8. The undersigned, if acting in the capacity of an attorney-in-fact of the entity, certifies that the entity has duly authorized the attorney-in-fact in writing to execute this document.

By: _____


 Signature of officer, general partner,
 manager, representative or
 attorney-in-fact of the entity

NOTE

This form is designed to meet statutory requirements for filing with the secretary of state and is not designed to meet filing requirements on the county level. Filing requirements for assumed name documents to be filed with the county clerk differ. A assumed name document filed with the county clerk are to be executed and acknowledged by the filing party, which requires that the document be notarized.

Form No.
 503
 Revised
 9/99

**CONTRACT RENEWAL FOR (IFB 23-008/MR)
HVAC MAINTENANCE, REPAIR & EMERGENCY SERVICES
FOR JEFFERSON COUNTY FACILITIES**

The County entered into a contract with Industrial & Commercial Mechanical for one (1) year, from March 7, 2023 to March 6, 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 6, 2024 to March 5, 2025.

ATTEST:

JEFFERSON COUNTY, TEXAS




Roxanne Acosta Hellberg, County Clerk



Jeff Branick, County Judge



CONTRACTOR:
Industrial & Commercial Mechanical


(Name)

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

| | | |
|--|--|---|
| PROJECT: <i>(name and address)</i> Jefferson County Airport- Jerry Ware Terminal and Fire Station 5000 Jerry Ware Drive Beaumont, Texas 77705 | AGREEMENT INFORMATION: Date: June 21, 2022 | AMENDMENT INFORMATION: Amendment Number: 002 Date: February 15, 2024 |
| OWNER: <i>(name and address)</i> Jefferson County Commissioners Court Judge Jeff Branick 1149 Pearl Street Beaumont, Texas 77701 | ARCHITECT: <i>(name and address)</i> The LaBiche Architectural Group, Inc. Dohn H. LaBiche, FAIA 7999 Gladys Ave, Suite 101 Beaumont, Texas 77706 | |

The Owner and Architect amend the Agreement as follows:
Reimbursable Expenses for printing and ADA registration and inspections.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Reimbursable expenses that occurred in the amount of \$2,450.61 (see attached)
New contract total will be One Hundred Forty Thousand Five Hundred Twenty Five Dollars and Sixty One cents.
(140,525.61)

Schedule Adjustment:

SIGNATURES:

The LaBiche Architectural Group,
Inc.

ARCHITECT *(Firm name)*

SIGNATURE

Dohn H. LaBiche, FAIA

PRINTED NAME AND TITLE

2/19/24

DATE

Jefferson County Commissioners
Court

OWNER *(Firm name)*

SIGNATURE


Judge Jeff Branick

PRINTED NAME AND TITLE

FEBRUARY 27, 2024

DATE



ATTEST 
DATE 2/27/2024



The LaBiche Architectural Group, Inc
 7999 Gladys Avenue Ste. 101
 Beaumont, Texas 77706
 (409) 860-0197

Deborah Clark
 Purchasing Department, 3rd Floor
 1149 Pearl Street
 Beaumont, TX 77701

July 6, 2022
 Project No: 21030
 Invoice No: 2103001

Project 21030 Jefferson County Jerry Ware Terminal and ARFF Station Rehab
 P.O.# 086178

Professional Services from June 1, 2022 to June 30, 2022

Fee

| Total Fee | | 110,075.00 | | | | |
|------------------------|---------------|------------|----------------|----------|-----------------|---------------------|
| Description | % of Contract | Fee | % work to date | Earned | Previous Billed | This Invoice Billed |
| Schematic Design | 15.00 | 16,511.25 | 15.00 | 2,476.69 | 0.00 | 2,476.69 |
| Design Development | 20.00 | 22,015.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Construction Documents | 40.00 | 44,030.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Procurement Phase | 5.00 | 5,503.75 | 0.00 | 0.00 | 0.00 | 0.00 |
| Construction Phase | 20.00 | 22,015.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Totals | | | | 2,476.69 | 0.00 | 2,476.69 |
| Total Fee | | | | | | 2,476.69 |

Reimbursable Expenses

Printing

| | | | | | |
|----------------------------|-------------------------|-----------------------------------|---------------|-------------------|-------------------|
| 10/29/2021 | Triangle Blue Print Co. | 53 Blueprints | 44.52 | | |
| 10/29/2021 | Triangle Blue Print Co. | 4 Blueprints | 1.68 | | |
| 10/29/2021 | Triangle Blue Print Co. | Tax | 3.81 | | |
| 11/30/2021 | Triangle Blue Print Co. | 41 SCANS JEFF CO WARE TERMINAL | 51.25 | | |
| 11/30/2021 | Triangle Blue Print Co. | 1 EMAIL/DROPBOX | 5.00 | | |
| 11/30/2021 | Triangle Blue Print Co. | SALES TAX | 4.64 | | |
| Total Reimbursables | | | 110.90 | 1.25 times | 138.63 |
| Total this Invoice | | | | | \$2,615.32 |

Invoice

Triangle Blueprint Company

1123 Calder Street
Beaumont, Texas 77701
409.835.6810

| Date | Invoice # |
|----------|-----------|
| 10/22/21 | 66387 |

LABICHE ARCHITECTURE GROUP
7999 GLADY'S AVE #101
BEAUMONT, TX 77706

Inv. no. 21030.01

| P.O. Number | Rep | Terms |
|-------------|-----|--------|
| 21030 | DL | Net 30 |

| Quantity | Item Code | Description | Amount |
|---|------------|---------------------|---------|
| 53 | Blueprints | 24 X 36 JEFF COUNTY | 44.52T |
| 4 | Blueprints | 18 X 24 JEFF COUNTY | 1.68T |
| BRONWEN OKERVALL: 860-0197 bronwen@labiche.com | | | |
| Subtotal | | | \$46.20 |

Sales Tax \$3.81

Total \$50.01

Signature

Invoice

Triangle Blueprint Company

1123 Calder Street
 Beaumont, Texas 77701
 409.835.6810

| Date | Invoice # |
|---------|-----------|
| 11/2/21 | 66523 |

LABICHE ARCHITECTURE GROUP
 7999 GLADY'S AVE #101
 BEAUMONT, TX 77706

| P.O. Number | Rep | Terms |
|-------------|-----|--------|
| 21030 | DL | Net 30 |

Inv.No. 21030.01

| Quantity | Item Code | Description | Amount |
|---|----------------|-----------------------------|---------|
| 41 | Scans | JEFF CO JERRY WARE TERMINAL | 51.25T |
| 1 | Email/Dropb... | EMAIL | 5.00T |
| BRONWEN OKERVALL: 860-0197 bronwen@labiche.com | | | |
| Subtotal | | | \$56.25 |

Sales Tax \$4.64

Total \$60.89

Signature



The LaBiche Architectural Group, Inc
 7999 Gladys Avenue Ste. 101
 Beaumont, Texas 77706
 (409) 860-0197

Deborah Clark
 Purchasing Department, 3rd Floor
 1149 Pearl Street
 Beaumont, TX 77701

February 8, 2023
 Project No: 21030
 Invoice No: 2103007

Project 21030 Jefferson County Jerry Ware Terminal and ARFF Station Rehab
 P.O.# 086178

Professional Services from January 1, 2023 to January 31, 2023

Fee

| Total Fee | | 138,075.00 | | | | |
|------------------------|---------------|------------|----------------|------------|-----------------|---------------------|
| Description | % of Contract | Fee | % work to date | Earned | Previous Billed | This Invoice Billed |
| Schematic Design | 15.00 | 20,711.25 | 100.00 | 20,711.25 | 20,711.25 | 0.00 |
| Design Development | 20.00 | 27,615.00 | 100.00 | 27,615.00 | 27,615.00 | 0.00 |
| Construction Documents | 40.00 | 55,230.00 | 100.00 | 55,230.00 | 55,230.00 | 0.00 |
| Procurement Phase | 5.00 | 6,903.75 | 50.00 | 3,451.88 | 0.00 | 3,451.88 |
| Construction Phase | 20.00 | 27,615.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Totals | | | | 107,008.13 | 103,556.25 | 3,451.88 |
| Total Fee | | | | | | 3,451.88 |

Reimbursable Expenses

ADA Plan Review

| | | | | | |
|----------------------------|---|--------------|-------------------|---------------|-------------------|
| 1/24/2023 | David Clark Teel dba Design Jerry Ware Project Access LLC | Registration | 760.00 | | |
| Total Reimbursables | | | 1.25 times | 760.00 | 950.00 |
| Total this Invoice | | | | | \$4,401.88 |



TEXAS DEPARTMENT OF LICENSING AND REGULATION
REGULATORY PROGRAM MANAGEMENT - ARCHITECTURAL BARRIERS

P.O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690

techinfo@tdlr.texas.gov • www.tdlr.texas.gov

87

APD

#21030
 PAD# 17497

ARCHITECTURAL BARRIERS PROJECT REGISTRATION

This is only the REGISTRATION of a construction project. The building/facility owner is responsible for ensuring that the plan review and inspection required by Chapter 469.101 and 469.105 are completed by a Registered Accessibility Specialist (RAS). \$950.00
 Jan 21030 .07

| TDLR FILING FEE SCHEDULE | | WHAT TO SUBMIT TO TDLR |
|-------------------------------|-------|--|
| Project Registration Fee | \$175 | The completed AB Project Registration form and a check or money order for the filing fee payable to the Texas Department of Licensing and Regulation mailed to P.O. Box 12157, Austin, TX 78711. |
| Late Project Registration Fee | \$300 | |

IMPORTANT: The construction documents and any fees applicable to plan review and/or inspection services MUST be submitted to the Registered Accessibility Specialist (RAS). RAS's set and collect their own fees. Construction documents received by TDLR will not be forwarded, returned, or uploaded into the Texas Architectural Barriers online System (TABS).

PRINT OR TYPE

| RAS INFORMATION | | | |
|---|--|--|---|
| 1. Name: D. Clark Teel | | RAS #: 0020 | |
| PROJECT | | | |
| 2. Project Name: Jefferson County Jerry Ware Terminal & ARFF Fire Station Rehabilitation | | | |
| 3. Building or Facility Name: Jerry Ware Terminal | | | |
| 4. Address: 5000 Jerry Ware Drive | | City: Beaumont | Zip Code: 77705 County: Jefferson |
| PROJECT DESCRIPTION | | | |
| 5. Estimated Start Date: 03/2023 | | 6. Estimated Completion Date: 03/2024 | |
| 7. Estimated Cost: \$ \$1,300,000.00 | | | |
| 8. Type of Work: (Check One) <input type="checkbox"/> New Construction <input checked="" type="checkbox"/> Renovation/Alteration <input type="checkbox"/> Additions to Existing Building | | | |
| 9. Type of Funding: (Check One) <input type="checkbox"/> Public funds, public lands, or federally funded roadway project <input type="checkbox"/> Private funds, private lands for private use Are the private funds provided by a tenant? <input type="checkbox"/> Yes <input type="checkbox"/> No | | | 10. State Lease No.: (if applicable) |
| 11. Estimate of Square footage: 16,924 sqft | | | |
| 12. Scope of Work: Re-Roofing Jerry Ware Terminal, interior rehabilitation of Jerry Ware Terminal, and new flooring for the ARFF Fire Station | | | |
| TENANT (If other than owner) | | | |
| 13. Tenant Contact Name: Alex Rupp | | Phone Number: 409-719-4900 Email: arupp@co.jefferson.tx.us | |
| DESIGNATED AGENT (if applicable) | | | |
| If this section is filled out, you must attach a Designated Agent Form | | | |
| 14. Designated Agent Name: Dohn H. LaBiche, FAIA | | Phone Number: 409.860.0197 Email: dlabiche@labiche.com | |
| 15. Address: 7999 Gladys Ave Suite 101 | | City: Beaumont Zip Code: 77706 County: Jefferson | |
| BUILDING or FACILITY OWNER (person or entity that holds title to the property) | | | |
| 16. Owner Name: Jefferson County | | Phone Number: 409-719-4900 | |
| 17. Address: 5000 Jerry Ware Drive | | City: Beaumont State: Texas Zip Code: 77705 | |
| 18. Email: alex.rupp@jeffcotx.us | | | |
| DESIGN FIRM | | | |
| 19. Design Firm Name: The LaBiche Architectural Group, Inc. | | Phone Number: 409.860.0197 | |
| 20. Firm Address: 7999 Gladys Ave Suite 101 | | City: Beaumont Zip Code: 77706 County: Jefferson | |
| 21. Design Professional Name: Dohn H. LaBiche, FAIA | | Email: dlabiche@labiche.com | |
| 22. License Type: (Check One) <input checked="" type="checkbox"/> Architect <input type="checkbox"/> Engineer <input type="checkbox"/> Registered Interior Designer <input type="checkbox"/> Landscape Architect <input type="checkbox"/> Other (includes not licensed) | | License Number (if applicable): 11592 | |

NOTE: The project number will be emailed to the owner at the email address listed above in box 18.

1. RAS information (**required**) – Enter the name and license number of the RAS for the project.
2. Project Name (**required**) - Enter the name of the project (example: CLASSROOM ADDITION).
3. Building or Facility Name (**required**) - If this project is located in a building or facility with a name, enter the name of the building (example: WASHINGTON HIGH SCHOOL).
4. Address (Project) (**required**) - Enter the physical address (if available) and the suite number (if applicable) of the project. Post Office Box numbers are not acceptable.
5. Estimated Start Date (**required**) - Enter the date construction is scheduled to begin.
6. Estimated Completion Date (**required**) - Enter the date construction is scheduled to be completed.
7. Estimated Cost \$ (**required**) - Enter the estimated cost of construction. Cost should not include site acquisition, architectural, engineering, or consulting fees, furnishings, or equipment that is not part of the building mechanical systems.
8. Type of Work (**required**) – Check the box for the applicable type of work.
9. Type of Funding (**required**) - Check the box for the applicable method of funding.
10. State Lease No. (if applicable) - Enter the state lease number if the construction project is for purposes of a state agency lease contract and/or occupancy by a state agency.
11. Square footage (**required**) - Enter the numeric value for the square footage affected by the project.
12. Scope of Work (**required**) – Enter a detailed description of the construction activities including square footage.
13. Tenant Contact Name, phone number and email - Enter the name and contact information for the person or persons, company, corporation, authority, commission, board, governmental entity, institution or any other unit that will occupy the project space. If information is provided the email address is **required**.
- 14-15. Designated Agent Information - Enter the name and contact information for the Designated Agent. If filling in this information, you must attach a designated agent form and an email address is **required**.
- 16-18. Building or Facility Owner (**required**) - Enter the name and contact information of the person or entity (company, corporation, authority, commission, board, governmental entity, institution or any other unit) that holds title to the property.
- 19-20. Design Firm - Enter the name and contact information of the design firm or company responsible for the design of the project.
21. Design Professional Name and Email - Enter the name and email address (**required**) of the architect, engineer, interior designer, or landscape architect with overall responsibility for the design and whose seal is affixed to the drawings and enter their e-mail address.
22. Type of License - Check the box for the applicable license type of the designer and enter the license number (if applicable). If no design professional, check the box for "other".

NOTE: Project information, including but not limited to, estimated start/completion dates, costs, square footage, scope of work and contacts, should be updated if it changes throughout the completion of the project.



The LaBiche Architectural Group, Inc
7999 Gladys Avenue Ste. 101
Beaumont, Texas 77706
(409) 860-0197

Deborah Clark
 Purchasing Department, 3rd Floor
 1149 Pearl Street
 Beaumont, TX 77701

March 7, 2023

Project No: 21030
 Invoice No: 2103008

Project 21030 Jefferson County Jerry Ware Terminal and ARFF Station Rehab
 P.O.# 086178

Professional Services from February 1, 2023 to February 28, 2023

Fee

| Total Fee | | 138,075.00 | | | | |
|------------------------|---------------|------------|----------------|------------|-----------------|---------------------|
| Description | % of Contract | Fee | % work to date | Earned | Previous Billed | This Invoice Billed |
| Schematic Design | 15.00 | 20,711.25 | 100.00 | 20,711.25 | 20,711.25 | 0.00 |
| Design Development | 20.00 | 27,615.00 | 100.00 | 27,615.00 | 27,615.00 | 0.00 |
| Construction Documents | 40.00 | 55,230.00 | 100.00 | 55,230.00 | 55,230.00 | 0.00 |
| Procurement Phase | 5.00 | 6,903.75 | 100.00 | 6,903.75 | 3,451.88 | 3,451.87 |
| Construction Phase | 20.00 | 27,615.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Totals | | | | 110,460.00 | 107,008.13 | 3,451.87 |
| Total Fee | | | | | | 3,451.87 |

Reimbursable Expenses

Printing

| | | | | | |
|----------------------------|-------------------------|----------------|--|-------------------|-------------------|
| 2/6/2023 | Triangle Blue Print Co. | 3 Books | | 140.70 | |
| 2/6/2023 | Triangle Blue Print Co. | 207 Blueprints | | 173.88 | |
| Total Reimbursables | | | | 1.25 times | 393.23 |
| Total this Invoice | | | | | \$3,845.10 |

Outstanding Invoices

| Number | Date | Balance | | |
|--------------|----------|-----------------|----------------------|-------------------|
| 2103007 | 2/8/2023 | 4,401.88 | | |
| Total | | 4,401.88 | Total Now Due | \$8,246.98 |

Invoice

Triangle Blueprint Company

1123 Calder Street
Beaumont, Texas 77701
409.835.6810

| Date | Invoice # |
|---------|-----------|
| 1/16/23 | 71732 |

LABICHE ARCHITECTURE GROUP
7999 GLADY'S AVE #101
BEAUMONT, TX 77706

| P.O. Number | Rep | Terms |
|-------------|-----|--------|
| 21030 | DL | Net 30 |

Inv. NO. 21030.08

| Quantity | Item Code | Description | Amount |
|-----------------|------------|--|----------|
| 3 | BOOKS | 878 ORIGINALS | 140.70 |
| 207 | Blueprints | 24X36 JEFFERSON CO JERRY WARE TERMINAL | 173.88 |
| Subtotal | | | \$314.58 |

Sales Tax \$0.00

Total \$314.58

Signature



The LaBiche Architectural Group, Inc
 7999 Gladys Avenue Ste. 101
 Beaumont, Texas 77706
 (409) 860-0197

Deborah Clark
 Purchasing Department, 3rd Floor
 1149 Pearl Street
 Beaumont, TX 77701

February 7, 2024
 Project No: 21030
 Invoice No: 2103014

Project 21030 Jefferson County Jerry Ware Terminal and ARFF Station Rehab
 P.O.# 086178

Professional Services from January 1, 2024 to January 31, 2024

Fee

| Total Fee | | 138,075.00 | | | | |
|------------------------|---------------|------------|----------------|------------|-----------------|---------------------|
| Description | % of Contract | Fee | % work to date | Earned | Previous Billed | This Invoice Billed |
| Schematic Design | 15.00 | 20,711.25 | 100.00 | 20,711.25 | 20,711.25 | 0.00 |
| Design Development | 20.00 | 27,615.00 | 100.00 | 27,615.00 | 27,615.00 | 0.00 |
| Construction Documents | 40.00 | 55,230.00 | 100.00 | 55,230.00 | 55,230.00 | 0.00 |
| Procurement Phase | 5.00 | 6,903.75 | 100.00 | 6,903.75 | 6,903.75 | 0.00 |
| Construction Phase | 20.00 | 27,615.00 | 95.00 | 26,234.25 | 22,920.45 | 3,313.80 |
| | | Totals | | 136,694.25 | 133,380.45 | 3,313.80 |
| Total Fee | | | | | | 3,313.80 |

Reimbursable Expenses

ADA Inspection

| | | | | | | |
|----------------------------|---|--------|-------------------|---------------|--|-------------------|
| 1/18/2024 | David Clark Teel dba Design ADA Inspection Access LLC | 775.00 | | | | |
| Total Reimbursables | | | 1.25 times | 775.00 | | 968.75 |
| Total this Invoice | | | | | | \$4,282.55 |

Outstanding Invoices

| Number | Date | Balance | | |
|--------------|----------|-----------------|----------------------|-------------------|
| 2103013 | 1/8/2024 | 4,418.40 | | |
| Total | | 4,418.40 | | |
| | | | Total Now Due | \$8,700.95 |



TEXAS DEPARTMENT OF LICENSING & REGULATION

P.O. Box 12157 • Austin, Texas 78711-2157

techinfo@tdlr.texas.gov • www.tdlr.texas.gov

Paid 1.1824
92
CK 11017902

\$ 968.75
INV: 21030.14

REQUEST FOR INSPECTION FORM

In accordance with Texas Government Code, Chapter 469.105, and TDLR Administrative Rule 68.41, the owner of a building or facility subject to compliance with Chapter 469.101 shall obtain an inspection to verify compliance with the Texas Accessibility Standards (TAS) not later than the first anniversary of the completion of construction.

The request for an inspection can be made by completing this form and submitting it to a Registered Accessibility Specialist (RAS) after the completion of construction.

Following the inspection, the owner will be advised in writing of the results.

1. PROJECT

| | |
|---|-----------------------------------|
| Project Name: Terminal & Fire Station Rehab | TDLR Project #: TABS2023009789 |
| Building or Facility Name: Jerry Ware Terminal | |
| Physical Address: 5000 Jerry Ware Dr, Beaumont, Texas 77705 | |
| <small>Street Name, Number, Suite Number, City, State, Zip Code</small> | |

2. OWNER OR AGENT INFORMATION

OWNER / AGENT INFORMATION (Select One)

- I am the Owner (the person/entity that holds title to the property)
- I am the Owner's Designated Agent *

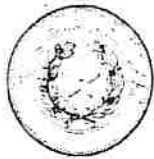
*If you are not the owner, a completed Owner Agent Designation Form must accompany this form.

| | |
|---|---|
| Building/Facility Owner or Designee: Dohn H. LaBiche, FAIA | Representative: The LaBiche Architectural Group, Inc |
| Address: 7999 Gladys Ave, Suite 101, Beaumont, Texas 77706 | |
| <small>Street Name, Number, Suite Number, City, State, Zip Code</small> | |
| Phone Number: 409-860-0197 | Email: dlabiche@labiche.com |
| Signature of Owner/Designated Agent _____ | |
| Date _____ | |

I have authorized the following Registered Accessibility Specialist (RAS) to perform the inspection:

3. RAS INFORMATION

| | | |
|---|---|---------------|
| RAS Name: D. Clark Teel | RAS Company: (if applicable) Design Access LLC | RAS # 0020 |
| Address: 470 Orleans, ste 900 Beaumont, Tx. 77701 | | |
| <small>Street Name, Number, Suite Number, City, State, Zip Code</small> | | |
| Phone Number: 409-832-7526 | Email: Dcteel@designaccessllc.com | |



TEXAS DEPARTMENT OF LICENSING AND REGULATION
REGULATORY PROGRAM MANAGEMENT - ARCHITECTURAL BARRIERS

P.O. Box 12157 • Austin, Texas 78711 • (512) 539-5669 • (877) 278-0999 • FAX (512) 539-5690

techinfo@tdlr.texas.gov • www.tdlr.texas.gov

OWNER AGENT DESIGNATION

16 Texas Administrative Code §68.10(11) provides that a designated agent is an individual designated in writing by the owner to act on the owner's behalf. 16 Texas Administrative Code §68.10(18) provides that the owner is the person or entity that holds title to the subject building or facility.


FORM MUST BE COMPLETED IN FULL

PLEASE PRINT OR TYPE

| PROJECT INFORMATION | | | |
|--|--------------------|--------------------|-----------------|
| 1. Project Name: Jefferson County Jerry Ware Terminal & ARFF Fire Station Rehabilitation | | 2. TDLR Project #: | |
| 3. Building or Facility Name: Jerry Ware Terminal | | | |
| 4. Address: 5000 Jerry Ware Drive | Suite #: Suite 100 | City: Beaumont | Zip Code: 77705 |

| OWNER'S DESIGNATED AGENT INFORMATION | | | |
|---|----------------------------------|--|---------------------------------|
| 5. Name: Dohn H. LaBiche, FAIA | | 6. Company/Firm: The LaBiche Architectural Group | |
| 7. Address: 7999 Gladys Avenue, Suite 101 | | City: Beaumont | State: Texas Zip Code: 77706 |
| 8. Phone Number: (409) 860-0197 | 9. Fax Number: (409) 860-0198 | 10. Email: dlabiche@labiche.com | |

| BUILDING OR FACILITY OWNER (Person or Entity That Holds Title to Property) | | | |
|--|------------------------|------------------------------------|---------------------------------|
| 11. Name: Alex Rupp | | 12. Company/Firm: Jefferson County | |
| 13. Address: 5000 Jerry Ware Drive | | City: Beaumont | State: Texas Zip Code: 77705 |
| 14. Phone: Phone Number: (409) 719-4900 | 15. Fax Number: () | 16. Email: alex.rupp@jeffcotx.us | |

| DESIGNATION AND SIGNATURE | |
|---|-----------------------------------|
| If an owner chooses to designate an agent to act on the owner's behalf, per 16 Texas Administrative Code §68.10(11), the owner must do so in writing . | |
| I, <u>Alex Rupp</u> , designate <u>Dohn H. LaBiche, FAIA</u> as my agent and authorized <small>(Print Owners Name)</small> <small>(Print Designated Agents Name)</small> | |
| representative to act on my behalf, entrusted with all responsibilities of ensuring compliance with the provisions of the Texas Government Code, Chapter 469. I understand that despite this designation, I remain responsible for compliance with the Act per 16 Texas Administrative Code §68.10(18). | |
|  _____ Owners Signature | <u>11/7/2023</u> _____ Date |

CERTIFICATE OF SUBSTANTIAL COMPLETION

ATTEST: [Signature] DATE: 02/27/2024
ROXANNE ACOSTA-HELLBERG
JEFFERSON COUNTY CLERK

PROJECT: Jefferson Co Jerry Ware Terminal and
ARFF /Station Rehab
PROJECT NO.: 21030
OWNER: Jefferson Co Commissioners Court
1149 Pearl Street
Beaumont, Texas 77701
DATE OF ISSUANCE: February 7, 2024

ARCHITECT: The LaBiche
Architectural Group, Inc
CONTRACTOR: N&T Construction
CONTRACT FOR: Rehabilitation
CONTRACT DATE: March 28, 2023



PROJECT OR DESIGNATED PORTION SHALL INCLUDE: ALL WORK

The Work performed under this Contract has been reviewed and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby established as February 7, 2024 which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

DEFINITION OF DATE OF SUBSTANTIAL COMPLETION

The Date of Substantial Completion of the Work or designated portion thereof is the Date certified by the Architect when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner can occupy or utilize the Work or designated portion thereof for the use for which it is intended, as expressed in the Contract Documents.

A list of items to be completed or corrected, prepared by the Contractor and verified and amended by the Architect is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The date of commencement of warranties for items on the attached list will be the date of final payment unless otherwise agreed to in writing.



The LaBiche Architectural Group, Inc
ARCHITECT

[Signature]
BY

2/19/24
DATE

The Contractor will complete or correct the Work on the list of items attached hereto within fifteen (15) days from the Date of Substantial Completion.

N&T Construction
CONTRACTOR

[Signature]
BY

2/20/2024
DATE

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at 8:00 a.m. on February 8, 2024.

Jefferson County Commissioners
Court
OWNER

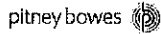
[Signature]
BY JEFFER BRANICK
JEFFERSON COUNTY JUDGE

FEBRUARY 27, 2024
DATE

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows: Owner will assume responsibility for maintenance, security, and damage to the Work on the Date of Substantial Completion except for damage done by Contractor or Subcontractors during final completion. Owner assumes responsibility for insurance of the Project on February 8, 2024. The Contractor will submit to the Owner the executed warranties, maintenance agreements, inspection certificates, record documentation, maintenance manuals, tools, spare parts, keys and similar operational items by March 8, 2024.

ATTEST: [Signature]
DATE: 2/27/2024





Purchase Agreement/Equipment and Software Maintenance Agreement

| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|

Agreement Number

Your Business Information

Full Legal Name of Client / DBA Name of Client **Tax ID # (FEIN/TIN)**

JEFFERSON CO TAX DEPT 746000291

Sold-To: Address

525 LAKESHORE DR, PORT ARTHUR, TX, 77640-6460, US

Sold-To: Contact Name **Sold-To: Contact Phone #** **Sold-To: Account #**

Elisha Montiel (409) 983-8310 0010106626

Bill-To: Address

525 LAKESHORE DR, PORT ARTHUR, TX, 77640-6460, US

Bill-To: Contact Name **Bill-To: Contact Phone #** **Bill-To: Account #** **Bill-To: Email**

Elisha Montiel (409) 983-8310 0010106626 elisha.montiel@jeff.co.tx.us

Ship-To: Address

525 LAKESHORE DR, PORT ARTHUR, TX, 77640-6460, US

Ship-To: Contact Name **Ship-To: Contact Phone #** **Ship-To: Account #**

Elisha Montiel (409) 983-8310 0010106626

PO #

Your Business Needs

| Qty | Item | Business Solution Description | Sales Type | Price |
|-----|--------------|--|------------|-------------|
| 1 | SENDPROCAUTO | SendPro C Auto | PURCHASE | \$ 0.00 |
| 1 | 1FXA | Interface to InView Dashboard | PURCHASE | \$ 0.00 |
| 1 | 7H00 | C Series IMI Meter | RENT | \$ 47.00 |
| 1 | 993-4B | DM400C Return Kit - Upgrade to 9H00 | PURCHASE | \$ 0.00 |
| 1 | APAC | Connect+ Accounting Weight Break Reports | PURCHASE | \$ 0.00 |
| 1 | APAX | Cost Acctg Accounts Level (100) | PURCHASE | \$ 0.00 |
| 1 | APKN | Account List Import/Export | PURCHASE | \$ 0.00 |
| 1 | C5CC | Sendpro C Auto 95 | PURCHASE | \$ 2,938.42 |
| 1 | CAAB | Basic Cost Accounting | RENT | \$ 0.00 |
| 1 | COVER-SPCA | Protective Dust Cover - SendPro C Auto | PURCHASE | \$ 53.14 |
| 1 | ME1A | Meter Equipment - C Series | PURCHASE | \$ 359.62 |

| | | | | |
|---|--------|---|----------|-------------|
| 1 | MP81 | C Series Integrated Scale | PURCHASE | \$ 0.00 |
| 1 | MP8110 | SendPro C Series Scale Upgrade | PURCHASE | \$ 0.00 |
| 1 | PAB1 | C Series Premium App Bundle | PURCHASE | \$ 0.00 |
| 1 | PTJ1 | SendPro Online-PitneyShip | RENT | \$ 0.00 |
| 1 | PTJA | SPO-PitneyShip Basic 1 User | RENT | \$ 0.00 |
| 1 | PTJN | Single User Access | RENT | \$ 0.00 |
| 1 | PTK1 | Web Browser Integration | RENT | \$ 0.00 |
| 1 | PTK2 | SendPro C Series Shipping Integration | RENT | \$ 0.00 |
| 1 | STDSLA | Standard SLA-Equipment Service Agreement (for SendPro C Auto) | SLA | \$ 366.35 |
| 1 | ZH24 | Manual Weight Entry | PURCHASE | \$ 0.00 |
| 1 | ZH29 | HZ03 95 LPM Speed | PURCHASE | \$ 0.00 |
| 1 | ZHC5 | SendPro C500 Base System Identifier | PURCHASE | \$ 0.00 |
| 1 | ZHD5 | USPS Rates with Metered Letter | PURCHASE | \$ 0.00 |
| 1 | ZHD7 | E Conf Services for Metered LTR, BDL | RENT | \$ 0.00 |
| 1 | ZHWM | 10lb/5kg Weighing Option for MP81 | PURCHASE | \$ 1,300.89 |

| | |
|-------------------------|-------------|
| Purchase Total** | \$ 4,652.07 |
| Monthly Total** | \$ 47.00 |
| Annual Total** | \$ 366.35 |

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

| Quarterly Billing Total** | | Annual Billing Total** | |
|---------------------------|-----------|------------------------|-----------|
| Type | Fees | Type | Fees |
| Meter Services | \$ 141.00 | Equipment Maintenance | \$ 366.35 |

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.



BuyBoard #656-21
State/Entity's Contract #

[Handwritten Signature]

Client Signature
Print Name Jack Danick
Title County Judge
Date 2-27-2024

Email Address

ATTEST *[Handwritten Signature]*
DATE 2/27/2024

Sales Information

Ronald Eldemire ronnie.eldemire@pb.com

Account Rep Name Email Address

PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the "Order") make up your agreement with Pitney Bowes (this "Agreement"). Please read this Agreement carefully.

The below terms and conditions will apply to the purchase transaction between Jefferson County Tax Office and Pitney Bowes Inc., through its Sending Technology Solutions division, located in the United States and entered into pursuant to this Agreement.

Let's start with a few definitions that should help you better understand your agreement. "PBI" means Pitney Bowes Inc. "Pitney Bowes" means PBI and its subsidiaries. "PBGFS" means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries. "We", "our" or "us" refers to the Pitney Bowes companies with whom you've entered into the Order. "You" or "your" refers to the entity identified on the Order. "Meter" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 33; and the Soft-Guard Program outlined in Section 35. "Equipment" means the equipment listed on the Order, excluding any Meter or standalone software. "Lease" means Lease terms and conditions set out in Sections 10 through 17. "Installment Sale" means installment sale terms and conditions set out in Sections 18 through 24.

The provisions included in these Terms consist of: (i) General Terms; (ii) Lease Terms; (iii) Installment Sale Terms; (iv) a Service Level Agreement; (v) Equipment Rental and Meter Services Terms; (vi) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vii) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (viii) provisions relating to specific products.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment ("PBI Equipment") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html.

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service ("Service") we perform under the Service Level Agreement set out in Sections 25 through 30 (the "SLA") will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other

natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

2. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

3. Default and Remedies

- (a) If you don't make any payment within 30 days of the date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease, Installment Sale or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) intentionally omitted;
 - (vi) charge you late charge in the amount of 6% of the total amount due for each month that your payment is late;
 - (vii) charge you a check return fee, which is currently \$25.00, for payments made by you with insufficient funds; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) intentionally omitted
- (c) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Lease, Equipment rental agreement, Installment Sale agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. You will pay all taxes assessed on the Equipment and/or Meter based on our determination of the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

5. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

6. Internet Access Point and Analog Connectivity

- (a) The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.
- (b) **IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

7. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment. If you have purchased Equipment under an Installment Sale agreement, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor with respect to the Equipment in order to protect our interest in the Equipment.

8. Delivery

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

9. Miscellaneous

- (a) We will use your information in accordance with our Privacy Statement.

- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of Texas.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

LEASE TERMS – INTENTIONALLY OMITTED

10. intentionally omitted

11. intentionally omitted

12. intentionally omitted

13. intentionally omitted

14. intentionally omitted

15. intentionally omitted

16. intentionally omitted

17. intentionally omitted

INSTALLMENT SALE TERMS - INTENTIONALLY OMITTED

- 18. intentionally omitted
- 19. intentionally omitted
- 20. intentionally omitted
- 21. intentionally omitted
- 22. intentionally omitted
- 23. INTENTIONALLY OMITTED
- 24. intentionally omitted

SERVICE LEVEL AGREEMENT**25. Applicability of SLA**

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000 inserting system and any PitneyShip™ Cube (the covered equipment is called "**Covered Equipment**").

26. Service Level Options

- (a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 27) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.
- (ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.
- (b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the

arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

27. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease or Installment Sale agreement, then for the term of that agreement (as applicable, the "Initial Service Term"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS A) YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW, B) IN THE CASE OF A LEASE, THE LEASE EXPIRES OR IS TERMINATED, C) IN THE CASE OF AN INSTALLMENT SALE, THE INSTALLMENT SALE AGREEMENT IS TERMINATED BY US, OR D) THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "Termination Notice") at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

28. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

29. Service Changes

PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 27 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

30. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current

annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

31. Equipment Rental and Meter Services

- (a) If you aren't leasing the Equipment or purchasing the Equipment through an Installment Sale, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice to the address in Section 27 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

32. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "Reserve Account") or you may transfer funds to the United States Postal Service (the "USPS") through a lockbox bank (a "Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

33. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

34. Terms of Use of Meter; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) you otherwise fail to abide by the postal regulations

and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

(c) **HAZMAT Requirement.** You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(d) **USPS Privacy Act Statement.** Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

35. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

36. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

37. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS

discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

38. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS – INTENTIONALLY OMITTED

39. Purchase Power Program – N/A

PRODUCT SPECIFIC TERMS

40. Software

You are acquiring on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference. For the avoidance of doubt, the on-demand subscription services agreement is governed by the laws of the State of Texas.

41. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

42. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are incorporated by reference.

43. Lockers

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers.

44. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

45. PitneyShip™ Cube

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at pitneybowes.com/us/pitneyshipcube-service-terms and are incorporated by reference.

Jefferson County Tax Office

By: [Signature]

Name: Jeff Branick

Title: County Judge

Date: 2-27-2024

ATTEST [Signature]

DATE 2/27/24

Pitney Bowes Inc., through its Sending Technology Solutions division

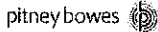
By: [Signature]

Name: Ronnie Eldemire

Title: Major Account Manager

Date: 02/21/2024





Purchase Agreement/Equipment and Software Maintenance Agreement

| | | | | | | | | | |
|------------------|--|--|--|--|--|--|--|--|--|
| | | | | | | | | | |
| Agreement Number | | | | | | | | | |

Your Business Information

| | | | | | |
|---|--|---------------------------------|----------------------------|---------------------------|--------------------------|
| Full Legal Name of Client / DBA Name of Client | | | Tax ID # (FEIN/TIN) | | |
| JEFFERSON COUNTY TAX OFC | | | 746000291 | | |
| Sold-To: Address | | | | | |
| 1149 PEARL ST, BEAUMONT, TX, 77701-3638, US | | | | | |
| Sold-To: Contact Name | | Sold-To: Contact Phone # | | Sold-To: Account # | |
| Cheryl Ellis | | (409) 835-8714 | | 0012354129 | |
| Bill-To: Address | | | | | |
| 1149 PEARL ST, BEAUMONT, TX, 77701-3638, US | | | | | |
| Bill-To: Contact Name | | Bill-To: Contact Phone # | | Bill-To: Account # | Bill-To: Email |
| Cheryl Ellis | | (409) 835-8714 | | 0012354129 | ellis@co.jefferson.tx.us |
| Ship-To: Address | | | | | |
| 1149 PEARL ST, BEAUMONT, TX, 77701-3638, US | | | | | |
| Ship-To: Contact Name | | Ship-To: Contact Phone # | | Ship-To: Account # | |
| Cheryl Ellis | | 4098358714 | | 0012354129 | |
| PO # | | | | | |
| | | | | | |

Your Business Needs

| Qty | Item | Business Solution Description | Sales Type | Price |
|-----|-------------------|--------------------------------------|------------|--------------|
| 1 | SENDPROMAILCENTER | MailCenter | PURCHASE | \$ 0.00 |
| 1 | 1FWX | 15lb Interfaced Weighing Feature | PURCHASE | \$ 1,449.49 |
| 1 | 7W00 | MailCenter Meter | RENT | \$ 82.00 |
| 1 | APAYL | Cost Acctg Accounts Level (500) | PURCHASE | \$ 0.00 |
| 1 | APFM | Connect+ Laser Printer Enabled | PURCHASE | \$ 0.00 |
| 1 | APKG | SendPro P SendPro 360 Shp Access | PURCHASE | \$ 0.00 |
| 1 | APSJ | Connect+ 270 LPM Speed | PURCHASE | \$ 4,234.58 |
| 1 | CAACL | Premium Cost Acctg for SP MailCenter | RENT | \$ 35.00 |
| 1 | HV1P | MailCenter Printer | PURCHASE | \$ 0.00 |
| 1 | HV96000 | MailCenter Weighing Platform | PURCHASE | \$ 0.00 |
| 1 | HVBD | MailCenter 3000 | PURCHASE | \$ 14,009.00 |

| | | | | |
|---|---------|---|----------|-------------|
| 1 | HVPS | MailCenter Power Stackor | PURCHASE | \$ 1,717.00 |
| 1 | M9SS | Mailstream IntelliLink Services 2 | RENT | \$ 0.00 |
| 1 | ME1D | Meter Equipment - P Series, HV | PURCHASE | \$ 597.17 |
| 1 | MW90650 | Tape Moistener Asmbly Connect+ 3000 Mono | PURCHASE | \$ 0.00 |
| 1 | MW92705 | MailCenter 15in Display | PURCHASE | \$ 0.00 |
| 1 | NV10 | InView TMR Web Acct Bundle Single only | PURCHASE | \$ 1,062.22 |
| 1 | NV2A | InView Custom Reports and Training | PURCHASE | \$ 509.65 |
| 1 | NV90 | InView Subscription | RENT | \$ 0.00 |
| 1 | NV90KIT | InView Welcome Kit | PURCHASE | \$ 0.00 |
| 1 | NV99 | InView MMS Base Software | RENT | \$ 0.00 |
| 1 | NV99KIT | InView Welcome Kit | PURCHASE | \$ 0.00 |
| 1 | SJM3 | SoftGuard for SendPro P3000 | RENT | \$ 0.00 |
| 1 | SPY8 | Laser Printer | PURCHASE | \$ 839.48 |
| 1 | STDLSLA | Standard SLA-Equipment Service Agreement (for MailCenter) | SLA | \$ 2,379.15 |

| | |
|-------------------------|--------------|
| Purchase Total** | \$ 24,418.59 |
| Monthly Total** | \$ 117.00 |
| Annual Total** | \$ 2,379.15 |

**Plus applicable taxes which will be applied at the time of billing.

Your Payment Plan

| Quarterly Billing Total** | | Annual Billing Total** | |
|---------------------------|-----------|------------------------|-------------|
| Type | Fees | Type | Fees |
| Subscriptions | \$ 105.00 | Equipment Maintenance | \$ 2,379.15 |
| Meter Services | \$ 246.00 | N/A | N/A |

Tax Exempt

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

Shipping and Handling \$ 0.00

Initial Term : 12 Months

**Plus applicable taxes which will be applied at the time of billing.

Your Signature Below

By signing below, you agree to be bound by all the terms and conditions of your State's/Entity's/Cooperative's contract, including the Pitney Bowes Terms, which are available at <http://www.pb.com/states> and are incorporated by reference (collectively, this "Agreement"). The terms and conditions of this Agreement will govern this transaction and be binding on us after we have completed our credit and documentation approvals process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

BuyBoard #656-21
 State/Entity's Contract #

[Handwritten Signature]

Client Signature
 Print Name
 Title
 Date
 Email Address

Paul Stanick
County Judge
2/27/2024



ATTEST *[Handwritten Signature]*
 DATE *2/27/2024*

Sales Information

| | |
|------------------|------------------------|
| Ronald Eldemire | ronnie.eldemire@pb.com |
| Account Rep Name | Email Address |

PITNEY BOWES TERMS

Thank you for choosing Pitney Bowes products and services. These Terms and the executed order (the "Order") make up your agreement with Pitney Bowes (this "Agreement"). Please read this Agreement carefully.

The below terms and conditions will apply to the purchase transaction between Jefferson County Tax Office and Pitney Bowes Inc., through its Sending Technology Solutions division, located in the United States and entered into pursuant to this Agreement.

Let's start with a few definitions that should help you better understand your agreement. "PBI" means Pitney Bowes Inc. "Pitney Bowes" means PBI and its subsidiaries. "PBGFS" means Pitney Bowes Global Financial Services LLC, a wholly-owned subsidiary of PBI, or one of its subsidiaries. "We", "our" or "us" refers to the Pitney Bowes companies with whom you've entered into the Order. "You" or "your" refers to the entity identified on the Order. "Meter" means any postage meter supplied by PBI under the Order, including (i) in the case of a Connect+®, a SendPro® P series or a SendPro C series mailing system, the postal security device that accounts for and enables postage to be purchased and printed ("PSD"), and (ii) in the case of all other mailing systems, the PSD, the user interface or keyboard and display and the print engine. "Meter Services" means access to the PSD to download, account for, and enable printing of postage within a PBI Postage Evidencing System as defined in Title 39, Part 501 of the Code of Federal Regulations ("CFR"); USPS mandated processes associated with the PSD, including registration, usage reporting and withdrawal; repair or replacement of the PSD as described in Section 33; and the Soft-Guard Program outlined in Section 35. "Equipment" means the equipment listed on the Order, excluding any Meter or standalone software. "Lease" means Lease terms and conditions set out in Sections 10 through 17. "Installment Sale" means installment sale terms and conditions set out in Sections 18 through 24.

The provisions included in these Terms consist of: (i) General Terms; (ii) Lease Terms; (iii) Installment Sale Terms; (iv) a Service Level Agreement; (v) Equipment Rental and Meter Services Terms; (vi) an Acknowledgement of Deposit required by the United States Postal Service in any transaction involving a Meter; (vii) Purchase Power® Terms for a limited purpose credit line that may be available to you; and (viii) provisions relating to specific products.

GENERAL TERMS

1. Warranties

We warrant that all PBI-branded equipment ("PBI Equipment") will be free from defects in material and workmanship and will perform according to the operator guides for a period of ninety days from the date (i) the PBI Equipment is installed at your location when PBI installs the PBI Equipment for you or (ii) the PBI Equipment is delivered to you when you can install it yourself. The DI2000™ inserting system has its own unique warranty that you can see at pitneybowes.com/us/di2000-terms.html.

- (a) A defect doesn't include the failure of rates within a rate update to conform to published rates.
- (b) We warrant that any service ("Service") we perform under the Service Level Agreement set out in Sections 25 through 30 (the "SLA") will be performed in a professional and workmanlike manner.
- (c) **YOUR SOLE REMEDY FOR A WARRANTY CLAIM IS TO HAVE US REPAIR OR REPLACE THE PBI EQUIPMENT OR, IN THE CASE OF DEFECTIVE SERVICE, REPERFORM THE SERVICE.**
- (d) There is no warranty for PBI Equipment that needs to be repaired or replaced because of any Excluded Circumstance. "Excluded Circumstance" is a circumstance outside of PBI's control, including an accident, your negligent or reckless use of the equipment, use of the equipment which exceeds our recommendations or in a way not authorized by this Agreement or any operator guide, use of the equipment in an environment with unsuitable humidity, line voltage, damage in transit, software virus, loss of data, loss or fluctuation of power, fire, flood or other

natural causes, and other external forces beyond our control, servicing of the equipment by someone other than us, failure to use required software updates, use of the equipment with any system where we have told you that we will no longer provide support or that we have advised you is no longer compatible, or use of third party supplies (such as ink), hardware or software that results in (i) damage to equipment (including damage to printheads), (ii) poor indicia, text or image print quality, (iii) indicia readability failures or (iv) a failure to print indicia, text or images.

- (e) The print engine(s), print engine components, structural components and printed circuit board assemblies supplied with or within the PBI Equipment may be reclaimed, reconditioned or remanufactured. These items are warranted to perform according to the same standards as the equivalent new item.
- (f) The warranty doesn't cover ink, integrated printhead/ink cartridges, ink rollers, toner and drum cartridges, ribbons and similar items ("**Consumable Supplies**").
- (g) **EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, WE (ON BEHALF OF OURSELF AND OUR SUPPLIERS) MAKE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AS TO THE EQUIPMENT OR SERVICES. WE MAKE NO REPRESENTATION OR WARRANTY AS TO ANY THIRD PARTY EQUIPMENT. WE AGREE TO PASS THROUGH TO YOU ALL THIRD PARTY EQUIPMENT WARRANTIES TO THE EXTENT PERMITTED.**

2. Limitation of Liability

OUR TOTAL LIABILITY (INCLUDING ANY LIABILITY OF OUR SUPPLIERS) IS LIMITED TO THE FEES PAID BY YOU FOR THE APPLICABLE EQUIPMENT OR SERVICES. NEITHER WE NOR OUR SUPPLIERS IS LIABLE FOR ANY: (I) DAMAGE YOU MAY INCUR BY REASON OF YOUR MISUSE OR NEGLIGENT USE OF THE EQUIPMENT OR YOUR NEGLIGENT ACTS OR OMISSIONS OR (II) INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY NATURE WHATSOEVER, INCLUDING COMMERCIAL LOSS, OR LOST PROFITS, DATA OR GOODWILL, FOR ANY MATTER RELATING TO THIS AGREEMENT.

3. Default and Remedies

- (a) If you don't make any payment within 30 days of the date shown on our invoice, you breach any other obligation under this Agreement or under any other agreement with Pitney Bowes and such breach continues for thirty days after we give you notice or you become insolvent or file for bankruptcy, you will be in default and we may:
 - (i) cancel this Agreement and any other agreements Pitney Bowes has with you;
 - (ii) require you to pay to us immediately all amounts payable under the Lease, Installment Sale or other agreements, whether then due or payable in the future;
 - (iii) disable the Meter;
 - (iv) require you to return the Equipment and Meter, and delete or remove software; and deny you access to software;
 - (v) intentionally omitted;
 - (vi) charge you late charge in the amount of 6% of the total amount due for each month that your payment is late;
 - (vii) charge you a check return fee, which is currently \$25.00, for payments made by you with insufficient funds; and
 - (viii) pursue any other remedy, including repossessing the Equipment and Meter without notice to you. To the extent permitted by law, you waive any notice of our repossession or disposition of the Equipment or Meter. By repossessing the Equipment or Meter, we aren't waiving our right to collect the balance due.
- (b) intentionally omitted
- (c) We may suspend any services during any period that your account is more than thirty days past due.

4. Taxes

You agree to pay us for all applicable sales, use, property or other taxes (excluding taxes on net income) related to the Lease, Equipment rental agreement, Installment Sale agreement or Meter Services agreement based on or measured by your payments, the Equipment, Equipment location, Meter and Meter location. You will pay all taxes assessed on the Equipment and/or Meter based on our determination of the amount of all property and similar taxes to be charged to you based on our reasonable valuation of the Equipment or of the Meter, taking into consideration tax rates and depreciation. If any of these taxes are applicable, you agree to pay a tax administrative charge set by us without reference to the tax charged or services performed; such fee and charge won't exceed a total of \$35 per year for each Lease schedule or Equipment rental agreement or Meter Services agreement.

5. Embedded Software; Applications

- (a) Our Equipment may contain embedded software. For embedded software, you agree that: (i) we and our licensors own the copyrights and other intellectual property to it; (ii) you are licensed only to use it with our Equipment in which it resides; (iii) you won't copy, modify, de-compile, or attempt to unbundle, reverse engineer or create derivative works of it; and (iv) you won't distribute or disclose it (or any portion) to anyone. Technical support for embedded software will be given according to the SLA covering the Equipment with the embedded software.
- (b) Certain products and services may provide you an opportunity to access applications provided by us or a third party. These applications may have their own terms and conditions applicable to your use of the applications located within them.

6. Internet Access Point and Analog Connectivity

- (a) The internet connectivity for the Equipment or Meter may use an internet access point provided by us. You may only use this access point for connectivity between the Equipment or Meter and the internet and for no other purpose. You agree to pay all costs resulting from the use of the access point in violation of this restriction.
- (b) **IF YOU USE AN ANALOG CONNECTION FOR YOUR MAILING SYSTEM, YOU ACKNOWLEDGE THAT THE ANALOG CONNECTIVITY IS PROVIDED BY A THIRD PARTY SUPPLIER. NEITHER WE NOR OUR SUPPLIERS PROVIDE ANY WARRANTY WITH RESPECT TO THE FUNCTIONALITY OR QUALITY OF THE ANALOG CONNECTION. IF THE THIRD PARTY SUPPLIER NO LONGER PROVIDES ANALOG CONNECTION CAPABILITY, WE WON'T BE RESPONSIBLE FOR PROCURING AN ALTERNATIVE SUPPLIER AND YOU WILL HAVE TO USE A DIGITAL CONNECTION.**

7. Security Interest

You grant us a purchase money security interest in the Equipment, any replacements, and any proceeds from the sale of the Equipment, to secure payment of any balance due. We have the right to recover the Equipment if you haven't paid for it. We may file a copy of this Agreement as a financing statement with the State authorities. If you are leasing Equipment, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor/lessee with respect to the Equipment in order to protect our interest in the Equipment. If you have purchased Equipment under an Installment Sale agreement, you authorize us to file a Uniform Commercial Code financing statement naming you as debtor with respect to the Equipment in order to protect our interest in the Equipment.

8. Delivery

You bear all shipping charges for physical delivery of the Equipment, Meters and software.

9. Miscellaneous

- (a) We will use your information in accordance with our Privacy Statement.

- (b) You agree to use the Equipment and Meter only for business or commercial purposes, and not for personal, family, or household purposes.
- (c) We aren't responsible for any delay or failure to perform resulting from causes outside of our control.
- (d) You may not assign this Agreement without our prior written consent. Any assignment without our consent is void.
- (e) Payments aren't subject to setoff or reduction.
- (f) **ANY LEGAL ACTION YOU FILE AGAINST US MUST BE STARTED WITHIN ONE YEAR AFTER THE EVENT GIVING RISE TO YOUR CLAIM. YOU WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION RELATED TO THIS AGREEMENT.**
- (g) We can only change this Agreement if we both agree to do so in writing. You may use a purchase order to offer to obtain equipment or services but none of its provisions will modify or supersede these provisions unless we expressly agree in writing. If any provision in this Agreement is found to be invalid or unenforceable, the remaining provisions won't be affected.
- (h) Our respective rights and obligations under Sections 2 (Limitation of Liability), 3 (Default and Remedies) and 4 (Taxes) will survive termination of this Agreement.
- (i) We may deliver any notice and other communication to you under this Agreement by email to the email address that we have on file for you. You agree to the delivery of these notices and other communications by email. We may call you at any number you give to us.
- (j) This Agreement is governed by the laws of the State of Texas.
- (k) You agree that we can use your name in a client list and identify you as a client when communicating with prospective clients, in each case along with our product or service that you are using. You agree that we can use your name in marketing content, including in an advertising campaign, with your prior consent.
- (l) You agree to comply with all applicable laws and regulations, including export control laws and regulations.

LEASE TERMS – INTENTIONALLY OMITTED

- 10. intentionally omitted
- 11. intentionally omitted
- 12. intentionally omitted
- 13. intentionally omitted
- 14. intentionally omitted
- 15. intentionally omitted
- 16. intentionally omitted
- 17. intentionally omitted

INSTALLMENT SALE TERMS - INTENTIONALLY OMITTED

18. Intentionally omitted

19. Intentionally omitted

20. Intentionally omitted

21. Intentionally omitted

22. Intentionally omitted

23. INTENTIONALLY OMITTED

24. Intentionally omitted

SERVICE LEVEL AGREEMENT

25. **Applicability of SLA**

This SLA section applies to you if we have entered into an agreement to provide service for any Equipment we lease, rent or sell on the Order, excluding any DI2000 inserting system and any PitneyShip™ Cube (the covered equipment is called "**Covered Equipment**").

26. **Service Level Options**

(a) (i) If you sign up for **Standard SLA** on the Order, PBI will provide at its option either repair or replacement services for the Covered Equipment during the Initial Service Term or any Renewal Service Term (each term as defined in Section 27) (the "**Service Term**"). You are also entitled to: (x) replacement printheads for Covered Equipment without additional charge, except for printheads which need to be replaced as a result of any Excluded Circumstance, and except for integrated printhead/ink cartridges; and (y) two preventative maintenance service calls per calendar year. PBI will notify you when preventative maintenance is due or you can request preventative maintenance service. If your Covered Equipment needs repair, PBI may provide repair by remote access, diagnostics and service and/or by on-site repair service. Repair service is provided only for damage resulting from normal wear and tear. Repair service may include the use of new, reconditioned, or remanufactured parts and assemblies. PBI will provide parts or assemblies for discontinued equipment (or equipment not marketed as new) only if available. If PBI deems it necessary, PBI will dispatch a service technician to arrive at your location for on-site service. You won't incur hourly charges unless service is performed outside Normal Working Hours, which will be done only with your consent. "**Normal Working Hours**" means 8 a.m. – 5 p.m., Monday – Friday, excluding PBI-observed U.S. holidays, in the time zone where the Equipment or other items are located.

(ii) If PBI determines that replacement of Covered Equipment is necessary, PBI will, at no additional cost to you, promptly ship new, reconditioned, or remanufactured equipment of the same or a functionally equivalent model to replace the affected Covered Equipment. Unless PBI instructs you otherwise, within five days of receiving the replacement equipment, you must pack the Covered Equipment to be replaced in the shipping carton that contained the replacement equipment, place the pre-paid return address label on the carton, and return it to PBI. You are responsible for the Covered Equipment until PBI receives it.

(b) If you are eligible to receive **Performance SLA** under our policies and you sign up for Performance SLA on the Order, you will be entitled to receive: (i) all coverage provided under Standard SLA; and (ii) one two-hour application consultation for your mailing and shipping needs. If PBI determines that on-site service is necessary, PBI will use commercially reasonable efforts to have a service technician on-site (during Normal Working Hours only) within 4 hours or 8 hours, as specified on the Order, after PBI has determined that it can't resolve the issue remotely (the "**Response Time Commitment**"). The Response Time Commitment relates solely to the

arrival of a technician at your location. It isn't a guaranteed resolution of the problem within the Response Time Commitment period, and it doesn't guarantee that all parts necessary to make a repair will be on-site within this time frame. The Response Time Commitment does not apply to Service designated as service by replacement, relocation services, software maintenance, preventative maintenance, operator training, or other services not essential to repair the Covered Equipment. If the Covered Equipment is moved from its original location, PBI may, at its option, remove the Response Time Commitment. If this happens, you will receive Standard SLA and we will adjust the SLA charges payable by you appropriately. If we don't meet the Response Time Commitment, we will provide you with a credit equal to the difference between the cost of Standard SLA and Performance SLA for three months. In order to receive this credit, you must use a credit request form which you can obtain from your service technician or by calling the Customer Care Center. The credits are limited to credits for four failures to meet the Response Time Commitment in any twelve-month period during the Service Term. **These remedies are your sole remedy for PBI's failure to meet the Response Time Commitment.**

27. Service Term

PBI will provide you with Service for twelve months, or if you have a Lease or Installment Sale agreement, then for the term of that agreement (as applicable, the "Initial Service Term"). **SERVICE AUTOMATICALLY RENEWS FOR CONSECUTIVE ONE YEAR TERMS (EACH A "RENEWAL SERVICE TERM") UNLESS A) YOU TERMINATE YOUR SERVICE AS PROVIDED BELOW, B) IN THE CASE OF A LEASE, THE LEASE EXPIRES OR IS TERMINATED, C) IN THE CASE OF AN INSTALLMENT SALE, THE INSTALLMENT SALE AGREEMENT IS TERMINATED BY US, OR D) THE RENEWAL IS PROHIBITED BY LAW.** If you don't wish to renew Service, you must deliver a written notice (the "Termination Notice") at least 60 days (or 30 days if you are in Wisconsin) prior to the renewal of the term to us at 2225 American Drive, Neenah, WI 54956 or you may notify us by creating a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Your Termination Notice must include your customer account number and agreement number (if applicable). PBI reserves the right not to renew your SLA for any reason.

28. SLA Fees

You will pay the SLA fees for the Initial Service Term and any Renewal Service Term(s). We may increase the SLA fees after the Initial Service Term, and any increases will be reflected on your invoice. If you receive service for repairs caused by any Excluded Circumstance, PBI will charge you for the service at PBI's current hourly rates and for any required parts. If you exceed the cycle volume of your Equipment specified on the Order, PBI may bill you for the additional cycles over the specified cycle volume (the additional cycles are called the "Overage"). The charge will be determined by reference to the rate in effect at the time that we determine that an Overage exists. Upon request, you will provide the cycle volume to us. If you do not provide the cycle volume to us, we will estimate the cycle volume and send an invoice to you for any Overage based on our estimate. If, in the prior quarter, we estimated cycle volume and later receive actual cycle volume, then we will make adjustments based on actual usage on your next invoice.

29. Service Changes

PBI may modify its Service by giving written notice to you (a "Service Change Notice"), which will state whether the change is material. After receiving a Service Change Notice, if the change is material, you may terminate Service by giving us a termination notice at the address indicated in Section 27 or you may create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case").

30. Additional Service Terms

You can't elect to have Service apply to some but not all of the items of Equipment. Service doesn't include services and repairs that are made necessary due to any Excluded Circumstance. Service excludes the supply of postal and carrier rate changes and Consumable Supplies. If you replace any of your Covered Equipment during the Service Term, and the replacement Equipment qualifies for Services, PBI will automatically enroll you for maintenance coverage on the new Equipment at PBI's then current

annual rates. If you acquire an attachment, or add a unit, to your Covered Equipment, PBI will provide coverage for each attachment or unit which we determine qualifies for coverage under the SLA and adjust your rate accordingly. If you choose not to continue coverage on the replacement Equipment, attachment or unit, you may cancel Service for the item within thirty days of the date of your initial invoice for the item from PBI. If you cancel, any further maintenance or repair services on the Equipment, attachment or unit will be subject to PBI's current rates. Standard SLA will apply to rented Equipment at no additional charge.

EQUIPMENT RENTAL AND METER SERVICES TERMS

31. Equipment Rental and Meter Services

- (a) If you aren't leasing the Equipment or purchasing the Equipment through an Installment Sale, we will invoice you the Equipment rental ("rental") and Meter Services fees listed on the Order. After the period listed on the Order (the "Initial Term"), we may increase the rental and/or Meter Services fees upon at least 30 days' prior written notice. When you receive notice of an increase, you may terminate your rental or Meter Services only as of the date the increase becomes effective.
- (b) At the end of the Initial Term, the rental term and Meter Services term will convert to successive month to month extensions. You may choose to cancel the month to month extensions at any time by giving us 30 days' written notice to the address in Section 27 or create a case at pitneybowes.com/us/contact-us.html (follow the instructions under "how to create a case"). Upon expiration of the term of the rental or Meter Services, you agree to return Equipment and Meters covered by the rental and Meter Services agreement in their original condition, reasonable wear and tear excepted.

32. Postage

You may transfer funds to The Pitney Bowes Bank, Inc. (the "Bank") for deposit into your Reserve Account that you maintain with the Bank (your "Reserve Account") or you may transfer funds to the United States Postal Service (the "USPS") through a lockbox bank (a "Lockbox Bank"). See the "USPS Acknowledgment of Deposit" below for more information. Until the end of the Initial Term, we may charge you a fee of up to \$15.00 for refilling your postage. After the Initial Term, we may increase postage refill fees upon 30 days prior written notice. If you participate in any PBI, PBGFS, or Bank postage advance programs (such as Purchase Power), we will advance payment on your behalf to the USPS, subject to repayment by you under the terms of the postage advance program and billed separately from your Meter Services fees.

33. Meter Repair or Replacement; Meter Care and Risk of Loss

If the Meter malfunctions or fails due to reasons other than an Excluded Circumstance, we will repair or replace the Meter. You agree to take proper care of the Meter(s), as stated in this Agreement and any user documentation. You assume all risk of loss or damage to the Meter(s) while you have possession.

34. Terms of Use of Meter; Federal Regulations

- (a) You may use the Meter solely for the purpose of processing your mail, provided that you are authorized by the USPS to use the Meter, and that you comply with (i) this Agreement, (ii) any operator guide and (iii) all USPS regulations. You agree to use only attachments or printing devices authorized by us. You must receive our written consent before moving the Equipment or Meter to a different location. Federal regulations require that we own the Meter. Tampering with or misusing the Meter is a violation of federal law. Activities of the USPS, including the payment of refunds for postage by the USPS to clients, will be made in accordance with the current Domestic Mail Manual. If (i) the Meter is used in any unlawful scheme, (ii) isn't used for any consecutive 12 month period, (iii) you take the Meter or allow the Meter to be taken outside the United States without proper written permission of USPS Headquarters, (iv) you enter a series of unpaid or short-paid mail pieces and/or packages in the mail stream, (v) you offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party, (vi) you are in possession of a decertified system, or (vii) you otherwise fail to abide by the postal regulations

and this Agreement regarding care and use of the Meter, then this Agreement and any related Meter Services agreement may be revoked. You acknowledge that any use of a Meter that fraudulently deprives the USPS of revenue can cause you to be subject to civil and criminal penalties applicable to fraud and/or false claims against the United States. The submission of a false or fraudulent statement can result in imprisonment of up to 5 years and fines of up to \$10,000 (18 U.S.C. 1001) and a civil penalty of up to \$5,000 plus an assessment of twice the amount falsely claimed (3 U.S.C. 3802). The mailing of matter bearing a fraudulent postage meter imprint is an example of a violation of these statutes. You are responsible for immediately reporting (within 72 hours or less) the theft or loss of the Meter to us. Failure to comply with this notification provision in a timely manner may result in the denial of refund of any funds remaining on the Meter at the time of loss or theft. You understand that the rules and regulations regarding the use of this Meter as documented in the Domestic Mail Manual may be updated from time to time by the USPS and it is your obligation to comply with any rules and regulations regarding its use.

(b) You agree that you will not offer, sell or allow the use of the shipping rates that we offer to you under this Agreement to or by any other party.

(c) **HAZMAT Requirement.** You acknowledge that the USPS has implemented standards and requirements for shipment of parcels containing hazardous materials, including Publication 52, New Mailing Standards for the Separation of Hazardous Materials (87 Federal Register 34197), as well as replacement or supplemental regulations, and you agree to comply with all rules and regulations implemented by the USPS relating to handling of shipments of parcels containing hazardous materials, including labeling, packaging, and separation in the tendering of parcels to the USPS.

(d) **USPS Privacy Act Statement.** Your information will be used to facilitate the purchase of USPS postage and fulfill transactional reporting requirements for USPS postage systems. Collection is authorized by 39 U.S.C. 401, 403, and 404. Providing the information is voluntary, but if not provided, your transaction may not be processed. USPS does not disclose your information to third parties without your consent, except to facilitate the transaction, to act on your behalf or request, or as legally required. This includes the following limited circumstances: to a congressional office on your behalf; to financial entities regarding financial transaction issues; to a USPS auditor; to entities, including law enforcement, as required by law or in legal proceedings; and to contractors and other entities aiding us to fulfill the service (service providers). For more information regarding USPS privacy policies, visit www.usps.com/privacypolicy.

35. Rate Updates and Soft-Guard® Program

Your Meter or Equipment may require periodic rate updates that you will obtain under our Soft-Guard program. We will provide rate updates only if required due to a postal or carrier change in rate, service, ZIP Code™ or zone change. The Soft-Guard program doesn't cover any change in rates due to custom rate changes, new classes of carrier service, or a change in ZIP Code or zone due to equipment relocation. We won't be responsible for any losses arising out of or resulting from the failure of rating or software downloads to conform to published rates.

36. Collection of Information

You authorize us to access and download information from your Meter or from your PC Postage account. We may disclose this information to the USPS or other authorized governmental entity. We won't share with any third parties (except the USPS or other governmental entity) individually identifiable information that we obtain about you in this manner unless required to by law or court order. We may elect to share aggregate data about our clients' postage usage with third parties.

37. Value Based Services

Value based services are services the USPS provides, including e-Return Receipt and USPS Confirmation Services. Any fees the USPS charges for these services are your responsibility to pay for and are payable the same way that you pay for postage. The USPS is solely responsible for its services. We are not responsible for any malfunctions of any part of the communication link connecting the Meter with the USPS data system. We have the right to terminate the value-based services if the USPS

discontinues offering the service or you breach your obligations under this Agreement and fail to cure the breach within thirty days after you have been notified in writing.

USPS ACKNOWLEDGEMENT OF DEPOSIT

38. Acknowledgement of Deposit

This section of the agreement provides you with the sections that the USPS requires we include in any agreement where we are providing Meter Services. The USPS requires that we use specific language. The "acknowledgement of deposit" terms are as follows:

- (a) In connection with your use of a Postage Evidencing System, you may transfer funds to the USPS through a Lockbox Bank for the purpose of prepayment of postage on Postage Evidencing Systems, generating evidence of postage (a "**Deposit**"), or you may transfer funds to the Bank for deposit into your Reserve Account.
- (b) To the extent you deposit funds in advance of the use of any evidence of postage, you may make Deposits in the Lockbox Bank account identified as "United States Postal Service CMRS-PB" or make deposits in your Reserve Account, in either case through electronic means, including Automated Clearinghouse Transfers. The USPS may, at its discretion, designate itself or a successor as recipient of Deposits made by you to the Lockbox Bank account described above.
- (c) Any deposit made by you in your Reserve Account is subject to the Reserve Account – Agreement and Disclosure Statement governing your Reserve Account.
- (d) Any Deposit made by you in the Lockbox Bank account shall be credited by the USPS only for the payment of evidence of postage. Such Deposits may be commingled with Deposits of other clients. You shall not receive or be entitled to any interest or other income earned on such Deposits.
- (e) The USPS will provide a refund to you for the remaining account balances of Deposits held by the USPS. These refunds are provided in accordance with the rules and regulations governing deposit of funds for evidence of postage, published in the CFR.
- (f) The Lockbox Bank, which shall collect funds on behalf of the USPS, shall provide PBI, on each business day, information as to the amount of each Deposit made to the USPS by you, so that PBI can update its records.
- (g) PBI may deposit funds on your behalf. The USPS will make no advances of funds to you. Any relationship concerning advances of funds is between you and PBI, PBGFS and/or the Bank.
- (h) You acknowledge that the terms of this Acknowledgement may be changed, modified, or revoked by the USPS, with appropriate notice.
- (i) Postal Regulations governing the deposit of funds are published in the CFR or its successor. You acknowledge that you shall be subject to all applicable rules, regulations, and orders of the USPS, including future changes to such rules, regulations, and orders, and such additional terms and conditions as may be determined in accordance with applicable law. The USPS rules, regulations, and orders shall prevail in the event of any conflict with any other terms and conditions applicable to any Deposit.

PURCHASE POWER TERMS – INTENTIONALLY OMITTED

39. Purchase Power Program – N/A

PRODUCT SPECIFIC TERMS

40. Software

You are acquiring on-demand subscription services, additional terms apply which are available by clicking on the hyperlink for that subscription service located at pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html. Those additional terms are incorporated by reference. For the avoidance of doubt, the on-demand subscription services agreement is governed by the laws of the State of Texas.

41. DI2000 Inserting System Terms

Certain provisions which apply when you purchase, lease or rent a DI2000 inserting system and when you purchase a service plan for it are set forth at pitneybowes.com/us/di2000-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

42. PBBackup and PC-Backup Service Terms

Certain provisions which apply when you utilize the PBBackup or PC-Backup services are set forth at pitneybowes.com/us/pbbackup-service-and-pcbackup-service-terms.html and are incorporated by reference.

43. Lockers

If you are acquiring lockers, your Order may include on-demand subscription services and a statement of work. We are not responsible for the contents of the lockers. If we provide on-site service, one of your employees must accompany our service technician at all times during the service. You are solely responsible for selecting the location for the installation of the lockers, and for the safety and security of the individuals using the lockers.

44. AddressRight® Printers

Certain provisions which apply when you purchase, lease or rent an AddressRight Printer are set forth at pitneybowes.com/us/addressrightprinter-terms.html and are incorporated by reference. Those provisions govern to the extent that they are inconsistent with the other terms of this Agreement.

45. PitneyShip™ Cube

Certain provisions which apply when you purchase a service plan for PitneyShip Cube are set forth at pitneybowes.com/us/pitneyshipcube-service-terms and are incorporated by reference.

Jefferson County Tax Office

By: [Signature]

Name: Jeff Branick

Title: County Judge

Date: 2-27-2024

ATTEST
DATE 2/27/24

Pitney Bowes Inc., through its Sending Technology Solutions division

By: [Signature]

Ronnie Eldemire

Name: Major Account Manager

Title: 02/21/2024

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
Purchasing Agent *dc*

Date: February 27, 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

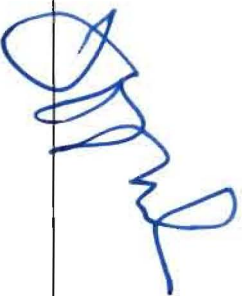
DISPOSAL OF SALVAGE PROPERTY

February 27, 2024

| DEPARTMENT | DESCRIPTION OF PROPERTY | SERIAL NO. | ASSET NO. |
|---|-------------------------------|------------|-----------|
| CRIMINAL DISTRICT COURT | TOSHIBA TELEVISION | 52615571 | |
| CRIMINAL DISTRICT COURT | CHAIR | | 32730 |
| CRIMINAL DISTRICT COURT | CHAIR | | 32323 |
| CRIMINAL DISTRICT COURT | (3) BLUE CLOTH CHAIRS | | |
| CRIMINAL DISTRICT COURT | BLACK LEATHER HIGH BACK CHAIR | | |
| CRIMINAL DISTRICT COURT | MAHOGANY LEATHER CHAIR | | |
| CRIMINAL DISTRICT COURT | BLACK SECRETARY CHAIR | | |
| <i>contact person: Elli Jordan</i> | | | |
| DRUG COURT | CHAIR | | 15384 |
| DRUG COURT | CHAIR | | 15388 |
| <i>contact person: Charley Anderson</i> | | | |
| MAINTENANCE - CAFE | DESK | | |
| MAINTENANCE - CAFE | (3) WOODEN CHAIRS | | |
| MAINTENANCE - CAFE | 2-DRAWER FILE CABINET | | |
| MAINTENANCE - CAFE | CHAIR | | 24948 |
| <i>contact person: Greg Keller</i> | | | |

ATTEST 
 DATE 2/27/24

Approved by Commissioners' Court:







P.O. BOX 20878 - BEAUMONT, TEXAS 77720-0878 - PHONE (409) 838-3006 - FAX (409) 838-9006

February 12, 2024

Robert Grimm
Jefferson County
215 Franklin St.
Beaumont, TX 77701
(409) 651-0360
Robert.Grimm@jeffcotx.us

Re: Modifications for temporary EOC

Mr. Grimm,

Per your request, we are pleased to have been given the opportunity to give you a proposal on the above referenced project based on our walk through Dec 18, 2023, Jan 5, 2024, and meeting on January 22, 2024.

Scope of work as follows:

Electrical modifications:

Floor Box/wall monitor Option

Furnish and install (12) poke thru 6" power and data combo floor boxes
Core (12) 6" holes through concrete for floor box installation
Furnish and install (3) 120volt 20amp circuits to floor boxes
Furnish and install (48) cat 6 cables from server rack to floor boxes (4 per box)
Furnish and install (6) in wall receptacles for monitors
Furnish and install (1) 120volt 20amp circuit to monitors
Furnish and install (6) 3/4" data drops with back boxes for monitors
Furnish and install (9) cat 6 cables from server rack to monitors
Furnish and install 100amp sub panel to accommodate new power additions
Furnish and install (6) 1" data stubs at monitor locations.

NOTE: Above includes installing Cat 6 cabling with terminations on both ends, will terminate cables to a patch panel. Patch cables by others.

Bid Amount \$40,495

Plumbing Modifications:

Shower Unit

Remove existing mop sink and faucet

- Furnish & install wood blocking for folding seat
- Furnish and install shower unit submitted
- Furnish and install shower curtain and rod
- Modify drain as needed
- Modify water piping as needed
- Install cement backer board and ceramic tile around shower enclosure (Match existing)
- Furnish & install fold down seat

Bid Amount \$11,420.00

TOTAL PROPOSAL AMOUNT: \$51,915

The above pricing includes:

- Supervision as required
- Haul off debris

Pricing excludes:

- P&P Bonds
- Builder's Risk
- Sales Tax
- Testing or Abatement
- Overtime/weekend work
- Temporary utilities
- Patch cables
- Any items not specifically listed in above scope of work or indicated on drawings.

Thank you for the opportunity to quote this work to you, if you have any questions please contact me. The above pricing is good for 30 days from date of quote.


Sincerely,

Richard Wolny

Richard Wolny, Project Manager
Daniels Building & Construction, Inc (JOC 20200905)

ATTEST 
DATE 2/27/24

ACCEPTED By:



County Judge



2/27/24
Date

REVISED February 15, 2024

Mr. Robert Grimm
Jefferson County
1149 Pearl Street
Beaumont, TX 77701

RE: Emergency Management Center Renovation

Dear Mr. Grimm:

Ford Audio-Video Systems, LLC (Ford) respectfully submits for your consideration the attached proposal, which covers the details of the system requirements in the following outline:

- A. Introduction
- B. Description of Work and Responsibilities
- C. Installation Schedule
- D. Equipment List
- E. Cost Summary and Terms
- F. Guarantees and Limitations of Warranty
- G. Training and Documentation
- H. Building Construction and Installation
- I. Acceptance

The proposed systems are based upon our understanding of your requirements as communicated to us during our meetings and conversations. If there are any changes that need to be made, please let us know. We invite you to compare our systems with any other: in quality, price, and professionalism of installation, we are second to none.

This proposal contains confidential pricing, design, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford. Please let me know if any questions arise. I look forward to serving you.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Scott Burch
Account Manager

FORD AUDIO-VIDEO SYSTEMS, LLC



Scott Abbott
Senior Vice President

Voice: 713-690-0555
Email: burs@fordav.com
Website: www.fordav.com

Proposal

For

Jefferson County, Beaumont, TX

A. INTRODUCTION

This proposal provides a description of the technology incorporated into the systems, lists the major equipment and components, and states the terms, conditions, and responsibilities. Individual components and quantities may be changed, deleted, added, or designated as optional to be added to the system at a future date.

B. DESCRIPTION OF WORK

Ford shall provide and install the following systems for Jefferson County of Beaumont, Texas (Customer) in their remodel project:

1. CONFERENCE ROOM 213

a. EQUIPMENT RACK

- 1) One (1) 14-space equipment rack with fans and power distribution shall be provided and installed in the credenza at the front of the room to house the AV equipment.
 - a) The Customer is responsible for providing electrical power and a live network drop to the rack location.
 - b) The Customer is responsible for modifying the credenza to allow installation of the rack cooling fan if required.

b. AUDIO SYSTEM

- 1) Six (6) 6.5" 2-way speakers shall be provided and flush mounted in the ceiling to provide audio reinforcement in the room.
- 2) One (1) bridged 1-channel, 120-watt, 70-volt audio amplifier shall be provided and installed in the equipment rack to power the speakers.
- 3) One (1) digital signal processor (DSP) shall be provided and installed in the equipment rack for audio signal routing, equalization, feedback suppression, echo cancellation, and compression as needed.
- 4) One (1) 2-input x 2-output analog audio expander shall be provided and installed to accept audio from the matrix switcher and route it for use by the DSP.

is outside of normal standard and customary building procedures. If the walls, floors or ceiling are found to be constructed in a manner that wire cannot be pulled or equipment cannot be mounted or otherwise installed without labor or materials in excess of those anticipated by both parties and proposed herein, the Customer agrees to be responsible for any adjustments in the labor and materials required to perform the installation.

2. EXISTING CONDITIONS:

a. Acoustics and Noise

In facilities where Ford is providing a sound or audio system, the Customer is responsible for providing an environment free of ambient noise and excessive reverberation and echoes.

- 1) Typically, ambient noise is created by HVAC systems (Heating, Ventilation, and Air Conditioning), plumbing, or other mechanical systems in the building. In general, Ford recommends that the ambient noise sound pressure level not exceed NC35 (Noise Criteria) or 35 dB A scale.
- 2) Long reverberation times and echoes are normally the result of hard wall, floor, and ceiling surfaces found in some rooms. Typically, Ford recommends that the reverb time does not exceed 1.5 seconds where the primary use is the communication of speech. The production of other types of music may require longer reverberation times. In the event that echoes exist, absorptive or diffusive wall and ceiling panels may be required to eliminate or minimize the detrimental effects of the echoes.
- 3) Ford is not responsible for any costs related to reducing the ambient noise or modifying the acoustics of the Customer's facilities.

3. Vibrations caused by HVAC units, pumps, environmental issues (loud adjacent spaces, traffic, airplanes, etc.), or general construction materials and methods, can cause unwanted audio intelligibility issues and image issues with cameras, video projectors, flat panel displays, and direct view LED video wall walls. Issues such as these typically require specialized engineers and contractors and are not the responsibility of Ford.

I. ACCEPTANCE

1. The Customer's personnel will be notified by Ford upon completion of the installation.
2. Demonstration of system performance will be during the training session.
3. Participants at the performance demonstration shall include personnel representing Ford and personnel representing Jefferson County who are authorized to accept the system as complete and make final payment.

This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance. If a purchase order is required by the Customer, it must be transmitted with the signed install agreement for review and acceptance.

2. ADVANCED TRAINING - OPTIONAL:

Ford is committed to providing the highest quality and most modern training experience possible to its Customers. In addition to the training included with this project, for an additional fee, Ford offers multiple, customizable options to fit the needs of any Customer. The possible programs include:

- a. Ford shall supply a training video consisting of a visual tutorial or tutorials, if multiple room type videos are purchased, that will explain how to operate specific AV systems. This training tutorial, narrated by a Ford trainer, is a self-paced, always-available, online video, viewable on any mobile device which gives the learner a step-by-step process on how to use the technology.
- b. In consultation with the Customer, Ford will develop and execute a custom curriculum and curriculum schedule.
- c. Ford will provide in-person presentation(s), as needed, including presentation materials such as PowerPoint or Prezi presentation.
- d. Ford will develop a custom Orientation & Operations Handbook, which shall include detailed, user-friendly information on solutions, functionality, troubleshooting, curriculum, and other useful reference materials.
- e. The Ford Training Center also highly recommends follow-up training sessions six months to a year following the initial session(s) to ensure that all concepts are anchored and being employed by each user as well as providing opportunities for new employees to receive the same level and style of training existing employees received. The Ford Training Center will work with customers to develop a long-term training strategy and/or ongoing training curriculum.
- f. Additional materials include documents in electronic format, additional hard and/or laminated copies of Quick-Start Guides and Orientation & Operations Handbooks, as well as digital copies of these curriculum materials.
- g. All training curriculum and components will be developed and executed by a Ford Master Trainer.
- h. The components of the optional training are to be determined by the Customer, Account Manager, and Ford Master Trainer to meet the needs of the Customer. The cost of the additional materials and training is based on the desired program.
- i. Please contact Ford to receive a customized price quote on the Advanced Training Program option.

H. BUILDING CONSTRUCTION AND SYSTEM INSTALLATION

1. VISUAL INSPECTION:

- a. This proposal is based upon a visual inspection of the site conditions. It is agreed that some buildings may have inherent design and/or construction that is not visibly recognizable and

- j. Ford may withhold warranty service in the event that the Customer has an unpaid balance due to be paid to Ford.

3. OWNER-FURNISHED EQUIPMENT (OFE):

- a. Ford's intent is to provide a complete system including all equipment. In some cases, the Customer may own equipment which they desire to be included with the installation. Ford identifies this as OFE.
- b. The use of OFE is solely for the convenience of the Customer and is not included in the warranty or guarantee provided.
- c. Ford shall take reasonable care in handling OFE and install it according to standard industry practices; however, Ford takes no responsibility for the operation, performance, appearance, or effects of OFE before, during, or after its integration into the system. Ford reserves the right to accept or reject OFE based on the equipment's service record, or lack thereof, poor condition, or out of date software/firmware. Ford will not accept OFE that is purchased by the Customer to replace equipment that is specified in this proposal.
- d. In the event that OFE does not function properly, Ford shall notify the Customer to determine if the OFE is to be a) repaired, b) an alternate unit provided by the Customer, c) the unit is not to be used, or d) Ford is to provide a new unit. Ford shall provide a cost to the Customer for the work to be done. The Customer will authorize any additional costs to the job.
- e. The existing equipment, removed as a courtesy by Ford, that is not being reused, shall be handed over to the Customer. Ford is not responsible for the existing equipment or its condition when received by the Customer.

G. TRAINING AND DOCUMENTATION

1. TRAINING INCLUDED:

- a. Ford will host a training session near the completion of installation. All system users and interested people should attend this training so that all questions can be answered during this training.
- b. During the training, if requested, Ford personnel will attend the initial first use of the system and assist the Customer's operators and users in the operation of the Ford-installed system.
- c. Ford shall provide a training agenda for scheduled training.
- d. Ford shall provide a quick start guide (QSG) for each room type. The QSG is a generic, brief description of how to operate the system. One (1) copy of a laminated document, for each room type, shall be provided to the Customer.

- b. Equipment and materials provided by Ford that were manufactured by other companies will be warranted under the warranty terms of the original manufacturer.
- c. The warranty does not include or cover expendable materials used with the system installation (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.).
- d. Ford is not responsible for the reliability of systems that communicate using wireless technology. The performance of equipment utilizing wireless communications is inherently unreliable and will experience "dropouts", distortion, and loss of connectivity from time to time. Interference from other forms of radio frequency transmissions, such as radio and television broadcasts, cell phones, and computer wireless networks, is probable, and should be expected.
- e. Ford is not responsible for the performance, testing, or configuration of owner-furnished data networks that are used to transmit audio, video, and lighting program data and control signal data. IP-based videoconferencing systems rely upon data networks that can provide consistent bandwidth for the transmission. Videoconferencing that is transmitted over the Internet is subject to the intermittent and unreliable nature of the public network. In the event that the Customer's network is found to be the cause of defects in the quality of the audio/video signals, is unreliable, or has insufficient bandwidth to support the A/V/L system and Ford's network engineers are required to troubleshoot or configure the Customer's network, the cost of this service will be invoiced to the Customer.
- f. Systems installed by Ford use network protocols to transmit content and data for audio, video, and control. Any modifications to the network, including, but not limited to, firmware updates, readdressing endpoints, or changes in hardware, including replacing audio, video, and control components, can cause the systems to fail. Failures, such as the ones listed, are not warranty issues and therefore not covered under the Ford warranty described herein.
- g. The term "Software" as used in this document includes all editable source files, un-editable compiled files, graphical user interface files and functionality, audio digital signal processor (DSP) files, in whole and in part, produced under the terms of this agreement.

Unless otherwise expressly agreed in writing, all Software created by Ford remains the property of Ford, and the Customer is hereby provided a license to use the Software for this project only. The Software may not be used on any other project, nor used for any purposes outside of this project, nor shared nor disclosed to anyone who is not an employee of the Customer's company without prior approval from Ford.

- h. Procedures such as routine preventative maintenance functions (e.g., keeping filters clean, keeping system environment free from foreign materials, etc.) are the responsibility of the Customer and is not included within this warranty agreement. Failure on the part of the Customer to perform these routine maintenance functions shall void this warranty.
- i. Ford will not be responsible for damages or cost of repairs due to modifications, adjustments, or additions to the system, or changes to the Software performed by personnel not authorized by Ford during the warranty period. Doing so will invalidate the warranty.

It is agreed that the estimated duration of Ford's portion of this project is sixteen (16) weeks from the proposal acceptance date. In the event of a delay or extension of time, through no fault of Ford, Ford shall be entitled to receive a change order for the additional cost of overhead and other costs resulting from the delay. In addition, any outstanding Customer unpaid invoices and unbilled costs incurred by Ford shall become due and payable regardless of contract scheduled payments.

COMMENCEMENT OF WORK:

Ford must receive the enclosed contract signed by the Customer and/or a Customer provided and Ford approved purchase order that specifically accepts and includes ALL terms and conditions outlined in this proposal, along with any payment terms and provisions included in this proposal before the agreement will be considered fully accepted and executed by Ford. Receipt of the above-mentioned documents and payments is a condition precedent to Ford's obligation to perform any work contemplated under this contract, including engineering the system, purchasing the equipment and scheduling the work crews for installation. In the event the Customer fails to pay Ford within the terms above, Ford reserves the right to stop work on the project until all payments are received by Ford in accordance with the terms.

CREDIT: This proposal shall not be deemed as accepted by Ford until the executed contract is returned to Ford's Credit Center for final review and acceptance.

CHANGES: Any Customer Change Orders (CCO) must be approved in writing by the Customer prior to execution by Ford and are subject to the credit terms of this Agreement.

NON-SOLICITATION:

The Customer and Ford mutually agree, because of the high cost of training an employee, that neither party shall solicit the employment of any employee of the other party, and shall not employ any employee or any person who was an employee of the other party at any time during the relationship between the parties or for a period of one (1) year following the termination of any relationship between the parties. In the event of a breach of this section, the breaching party agrees to pay the other party an amount equal to the hired employee's annual wages as an agreed upon cost to replace the employee.

F. GUARANTEES AND LIMITATIONS OF WARRANTIES

1. FORD GUARANTEES THE FOLLOWING:

a. Equipment will be new, unless noted otherwise.

2. STANDARD WARRANTY

a. Equipment and installation provided by Ford in this proposal will be free of defects and will be repaired or replaced, free of charge, for a period of one (1) year from the date of substantial completion or the first date of beneficial use of the system, whichever date occurs first. Substantial completion shall be defined as the point where the work, or designated portion thereof, is sufficiently complete so that the system can be used for its intended purpose.

E. COST SUMMARY AND TERMS

PROPOSED TOTAL: \$220,702.00

TAXES: No taxes have been included in the project 'Total Amount,' unless specifically shown on the 'Sales Tax' line. All taxes are the responsibility of the Customer. If a tax is charged to Ford, the Customer will be responsible for reimbursing Ford for the cost.

- TERMS:
1. 25% deposit (due upon signing of this agreement)
 2. 25% invoiced upon equipment order
 3. 25% invoiced upon beginning of installation
 4. 20% invoiced upon substantial completion (date of first beneficial use)
 5. 5% invoiced upon final completion

All invoices are due Net 10.

EXTENDED WARRANTY:

In addition to Ford's Standard Warranty, Ford offers a two and three-year extended warranty on the equipment and installation provided by Ford. The same warranty guarantees and limitations described in Section F of the proposal apply. With the purchase of the extended warranty, Ford will perform one (1) pre-scheduled preventative maintenance service call during the second year of the Extended Warranty and another in the third year of the Extended Warranty, if selected. The purpose of conducting this routine preventative maintenance (PM) visit is to check the general operation of the equipment and repair the systems if needed. This PM service call shall be scheduled in advance with the Customer, between 8:00 am and 5:00 pm, Monday through Friday, excluding holidays, and does not include expendable materials used (e.g., light bulbs, lamps, light fixture lamps, fuses, batteries, portable connection cables, etc.) or system programming.

Year 2 only: Extended Warranty \$9,923.00

Year 2 & 3: Extended Warranty \$21,468.00

Additional service needs can be scheduled by emailing service@fordav.com, or by calling 1-800-654-6744.

ALTERNATIVE LEASING:

Leasing options are available. Please contact your Ford Account Manager for more information.

CC: Unless otherwise prohibited by law, a 3% bank interchange fee will be charged for using a credit card for payment.

PRICE: The price stated above for this project is based upon the complete system being purchased and installed at one time. In the event the Customer selects to purchase less than the total project, delays purchase of any portion of the system, requires that the system be installed in phases, or delays the installation; Ford reserves the right to charge for additional labor, travel, and overhead. The price is valid for thirty (30) days from the date of this proposal.

CONFERENCE ROOM 213-AUDIO

| Quantity | Description |
|----------|---|
| 6.00 | QSC.AD-C6T-WH CEILING 6.5" 70V 60W WHIT |
| 1.00 | QSC.CORENANO NO ANALOG, 64 NET + USB |
| 1.00 | QSC.SPA-QF60X2 2CH 60W QSYS AMP |
| 1.00 | SENN.509178 TCC2,BEAM FORMING & MOUNT |
| 1.00 | GEFE.GTVDIGAUD2 ADAP,TV DIG AUD TO ANALAOG |
| 1.00 | EXTR.60-804-01 ADAP,AUDIO SUMMING W/RCA INPUT |
| 1.00 | QSC.QIO-ML2X2 Q-SYS PERI 2 MIC IN/ 2 OUT |

CONFERENCE ROOM 213-VIDEO

| Quantity | Description |
|----------|--|
| 1.00 | LENO.11LR0005US THINKSMART SP CORE+CNTRL W10I0 |
| 1.00 | LG.75UR340C9UD 75" COM LITE UHD BACKLIT LCD |
| 1.00 | LOGI.960-001226 CAME,15X, 4K, RALLY WEBCAM |
| 12.00 | MICR.RUSNCEMTRP MAIN,MS TEAMS ROOMS PRO,MONTH |
| 1.00 | NEWL.TT-6521Q 65" 4K MULTITOUCH W/ USB C |
| 2.00 | PEER.ST660 MOUN,WALL,PLASMA,UNIVERSAL |
| 1.00 | WYRE.MX0404KIT 4X4 HDBASET MATRIX W/RX |
| 2.00 | WYRE.RX-70-4K RECE,HDBT RECEIVER,4K:70M |
| 1.00 | WYRE.RX704KSCL AV 4K HDBASET RCVR W/ SCALER |
| 2.00 | WYRE.TX-70-4K TRAN HD-BASET 4K W/POH |

CONFERENCE ROOM 213-CONTROL

| Quantity | Description |
|----------|--|
| 1.00 | NETG.GSM4212P10 12PORT,MANG,M4250-10GPOE+ |
| 1.00 | QSC.SLMST-8N-P MST SW FEATURE FLEX8/NANO |
| 1.00 | SNAP.WB800CH1UI 1RU 8 OUTLET IP PWR CONTROLLER |

INTEGRATION SERVICES

| Quantity | Description |
|----------|--|
| | DESIGN, ENGINEERING, FABRICATION, PROJECT MANAGEMENT, INSTALLATION, COMMISSIONING, TRAINING AND WARRANTY |

| | |
|----------------------|-------------------|
| Merchandise: | 132,229.00 |
| Integration: | 88,473.00 |
| Other: | .00 |
| Freight: | .00 |
| Sales Tax: | .00 |
| Total Amount: | 220,702.00 |

| | |
|-------|--|
| 26.00 | CRES.DMNVXE30 DM 4K60 4:4:4 HDR NET ENCODER |
| 8.00 | CRES.DMNVXE30C DIG.MEDIA4K60 ENCODER CAR |
| 1.00 | LG.55VSM5JW-4P 2X2 55" VIDEO WALL W/PEERLESS |
| 4.00 | LG.75UR340C9UD 75" COM LITE UHD BACKLIT LCD |
| 1.00 | LG.86UR340C9UD DISP.TV,86",4K,UHD 330NIT |
| 1.00 | PEER.SA771PU ARTICULATING WALL MNT,46"-90" |
| 4.00 | PEER.ST660 MOUN,WALL,PLASMA,UNIVERSAL |

AUDITORIUM 221-CONTROL

| Quantity | Description |
|----------|--|
| 1.00 | CRES.CENIOCOM10 CONTROL MODULE, 2 COM PORT |
| 4.00 | CRES.IRP2 PROBE,IR,W/O,DIODE,PRO2/AV2 |
| 1.00 | CRES.TS1070BS 10.1" TABLETOP BK |
| 1.00 | NETG.GSM4230PX1 24 PORT POE+ MANAGED SWITCH |
| 1.00 | NETG.GSM4248PX1 40 PORT POE+ MANAGED SWITCH |
| 1.00 | SNAP.UPSIPVM15 IP CTRL PDU & 1500 VA UPS KIT |
| 1.00 | CRES.CP4N 4-SERIES CONTROL PROC W/VLAN |

AUDITORIUM 221-OFE

| Quantity | Description |
|----------|-------------------------|
| 4.00 | OFE HD CABLE BOX |
| 24.00 | OFE USER WORKSTATION PC |
| 1.00 | OFE DIRECTOR S PC |

CONFERENCE ROOM 213-RACK/POWER/ACCESSORIES

| Quantity | Description |
|----------|--|
| 7.00 | CABLES & CONNECTORS |
| 7.00 | MOUNTING HARDWARE |
| 8.00 | OVER CARPET RACEWAY |
| 14.00 | RACK HARDWARE |
| 6.00 | SMALL SPEAKER SUPPORT |
| 5.00 | WIRE MANAGEMENT |
| 1.00 | LOGI.939001799 CABL,STRONG USB,10M |
| 1.00 | LOGI.993-001898 POWE,RALLY CAMERA POWER ADAPTE |
| 1.00 | LOGI.993-001903 POWE,LOGI PWER SPLITTER |
| 1.00 | LOGI.993-001904 MOUN,CAMERA W/SPLITTER CASE |
| 1.00 | LOWE.LCR-1416 RACK,CREDENZA 14U 16" DEEP |
| 1.00 | LOWE.USV-110 SHELF, VENTED, 1RU, 10" DEEP |
| 1.00 | MIDD.CAB-COOL-2 CABINET COOL SYSTEM, DUAL |
| 500.00 | WEST.25225B WIRE,2C,16G,PLENUM,GRAY |
| 1,000.00 | WEST.254246AFBK WIRE,4PR,CAT6A,F/UTP,PLN,SH |
| 1.00 | QSC.QIO-RMK 1U 19" RACK MOUNT TRAY AND PAN |

D. EQUIPMENT LIST

AUDITORIUM 221-RACK/POWER/ACCESSORIES

| Quantity | Description |
|----------|---|
| 2.00 | CONT.5008-015 ACCE,RK2EZ-DUAL RACK KIT, 1 RU |
| 3.00 | CRES.RMKIFE1U KIT,RACK,MOUNT,1U,IFE |
| 45.00 | CABLES & CONNECTORS |
| 29.00 | MOUNTING HARDWARE |
| 44.00 | RACK HARDWARE |
| 12.00 | SMALL SPEAKER SUPPORT |
| 22.00 | WIRE MANAGEMENT |
| 1.00 | LEVI.69270-U24 PANE, 24P,PRELOAD, QUICKPRT,1U |
| 1.00 | LEVI.69270-U48 PANE, 48P,PRELOAD, QUICKPRT,2U |
| 1.00 | LOWE.ACS-1512 POWE,15A RELCTBLE AC POWER STR |
| 1.00 | LOWE.FT1-7 ACCE,FAN PANEL-7U,W/10"FAN |
| 1.00 | LOWE.LFD-44FV DOOR,VENTED,FRONT-44U,LOCK,BLK |
| 1.00 | LOWE.LFR-4427 RACK,44RU,27",1PR FIXD RAIL,RD |
| 1.00 | LOWE.LMB-27 RACK BASE MOBILE 27"D CASTERS |
| 1.00 | LOWE.USV-110 SHELF, VENTED, 1RU, 10" DEEP |
| 4.00 | MIDD.U1V 1SP VENTED UTILITY SHELF |
| 2.00 | SENN.508869 ANTENNA,1/2WAVE,DIPOLE,R |
| 1,000.00 | WEST.25225B WIRE,2C,16G,PLENUM,GRAY |
| 3,000.00 | WEST.254246EZBK 4P,23G,SLD,CAT6,PLNM,BLACK |

AUDITORIUM 221-AUDIO

| Quantity | Description |
|----------|---|
| 1.00 | ATLA.GN13E ACC MIC 13 IN G-NECK EBY |
| 1.00 | ATLA.QR-2F ACCE,FLUSH MNT MIC STAND BASE |
| 12.00 | QSC.AD-C6T-WH CEILING 6.5" 70V 60W WHIT |
| 1.00 | QSC.CORE8FLEX 8 FLEX IN/OUTS,AEC,DANTE+VOIP |
| 1.00 | QSC.SPA-QF60X4 4CH 60W QSYS AMP |
| 1.00 | SENN.508701 MIC,WX,SET,LAPEL,EW-D ME2,R1-6 |
| 1.00 | SENN.508751 EW-D 835-S SET (R1-6) |
| 1.00 | SENN.EWDASA ACTIVE ANTENNA SPLITTER(Q-R-S) |
| 1.00 | SENN.MZQ1 ACCE,CLAMP,MIC,SKM100,300,500 |

AUDITORIUM 221-VIDEO

| Quantity | Description |
|----------|--|
| 4.00 | CONT.5114-001 232-ATSC 4K - HDTV TUNER |
| 1.00 | CRES.AM-3100-WF AIR MEDIA SERIES 3 W/ WIFI |
| 1.00 | CRES.AM-TX3-100 AIRMEDIA CONNECT ADAPTOR |
| 1.00 | CRES.DMF-CI-8 8 SLOT NVX-C CHASSIS |
| 4.00 | CRES.DM-NVX-360 4K60,4:4:4,HDR,ENCODER/DECODER |
| 5.00 | CRES.DMNVXD30 DM 4K.60 4:4:4 HDR NET DECODER |

4. FORD SHALL BE RESPONSIBLE FOR:
 - a. Providing line drawings for systems and equipment manuals electronically at no cost
 - b. Fabrication and installation of audio/video systems
 - c. Providing recommendations for electrical power and conduits, to be provided and installed by the electrical contractor, for the audio, video, and control systems
 - d. Installation of low voltage audio and video wiring for systems
 - e. Electronic testing of audio systems
 - f. Tuning of audio processors
 - g. Testing and alignment of video systems
 - h. Training
 - i. Warranty service
 - j. Providing as-built drawings with wire numbers and labels

C. INSTALLATION SCHEDULE

1. Ford will provide system drawings, purchase and fabricate equipment, program control software, and do in-shop testing. The in-shop work will take approximately ten (10) to twelve (12) weeks prior to the beginning of the actual installation at the Customer's facility. Ford estimates the actual on-site installation, test out, and commissioning of this project will take four (4) weeks. The total time required to complete the project is approximately sixteen (16) weeks from agreement execution.

The completion of Ford's work depends upon the facility being secure, dust-free, air-conditioned, and quiet. Due to the ongoing delays in the equipment supply chain, delays in the scheduled installation of AV systems can occur. Ford will keep you informed if scheduling changes become necessary.

2. For Ford to meet the above completion schedule, it is important the Customer warrants there are no interruptions in the availability of the job site for Ford to perform its work. Additionally, a failure of the Customer to respond timely to Ford's written requests for information or Customer-approval of submittals will delay the project. Ford schedules its workforce weeks in advance in order to meet installation completion dates. The Customer shall notify Ford's Project Manager in the event the Customer changes the schedule or the Customer's other contractors fall behind in completing their portion of the work.

- d. The Customer shall provide a facility that is prepared for the installation of electronic equipment. This includes a clean, dust-free, and air-conditioned environment that is secure and quiet. The Customer is responsible for providing a secure job site and for the cost of loss or damage to audio, video, and lighting equipment delivered by Ford to the job site.
- e. Existing or Customer provided conduit and raceway must be in good condition for use and be sized appropriately for the requirements of the project.
- f. Electrical Power

In the event that electrical power is required to be installed or conduit systems are required to support the audio/video systems, it is the responsibility of the Customer, at their expense, to provide complete and adequate electrical power and conduit, unless otherwise noted.

- g. Providing and preparing adequate space for the location of all equipment included in the system. If AV equipment is installed in a finished ceiling or wall, the Customer is responsible for the refinishing.
- h. Providing a clear area with adequate ventilation and air conditioning that maintains a room temperature not exceeding 75 degrees Fahrenheit in all rooms that are occupied by sound/audio/video/lighting equipment racks. Sound, audio, video, and lighting equipment produces heat which must be dissipated by ventilation or air conditioning. Prolonged operation at room temperatures above 75 degrees Fahrenheit will shorten the life of electronic equipment leading to premature failure of components.
- i. The Customer is responsible for the installation and registration of all software on OFE computers. Ford will provide the Customer with the system requirements for Ford provided software, but the Customer is responsible for installing it on the OFE PC's and/or OFE network. All software-related customer support shall be directly provided by the software manufacturer.
- j. Scaffolding or lifts provided by the Customer for use by Ford must meet OSHA safety standards and be satisfactory to meet the needs of the Ford installation personnel. In the event the Customer furnished scaffolding or lifts are unacceptable, Ford will present a change request detailing the additional cost and time extension required to complete the project.
- k. Ford is not licensed for and does not perform any electrical, structural, or mechanical engineering; in addition, Ford does not provide carpentry, painting, masonry, ceiling, or carpet laying work.
- l. The Customer shall advise Ford in writing prior to signing a contract agreement regarding the existence of asbestos in any area that Ford may be required to work. The Ford safety policy does not allow any employee to perform work if any asbestos hazard exists. If asbestos is detected, Ford employees will be removed from the location until the location can be made safe in compliance with OSHA standard (1926.1101). Any incurred expenses related to the stoppage of work will be the responsibility of the Customer.

- iv. Wireless presentation system
 - b) Destinations to include:
 - i. Flat panel displays
 - c) Device control to include:
 - i. System volume – up/down/mute
 - ii. Wireless microphones volume - up/down
 - iii. Flat panel displays power - on/off
 - iv. Cable television receivers – on/off, channel preset select
 - v. Off-air tuners – on/off, channel preset select
 - vi. Power distribution unit
 - vii. Video routing sources to displays
 - viii. Video wall layout presets
3. THE CUSTOMER SHALL BE RESPONSIBLE FOR:
- a. The Customer shall have a representative (one [1] person selected by the Customer) available throughout the installation to make decisions on behalf of the Customer concerning the installation. The purpose is to ensure that communication between the Customer and Ford is accurate and responsive in the event of questions or problems that may arise during installation.
 - b. The Customer Representative, or their designee, must be available to review the *User Interface* (UI) submittal, provided by Ford. Review and approval in a timely manner is important to project execution and completion. Two (2) design reviews and revisions are included in this proposal. Additional revisions or failure to return the UI submittal within seven (7) business days of receipt, may result in a change order requiring additional funds to complete the project.
 - c. The Customer shall clear the rooms involved in the installation of all activities during the period of installation. Ford will work with the Customer to schedule the installation. Hours or days of work lost by the installation crew due to the inability to work as planned will be charged to the Customer based on the extra labor and expenses required.

Ford reserves the right to modify payment terms of this Agreement if equipment is ordered and received by Ford for this project and the project is delayed, postponed, or canceled, for any reason. Ford will invoice the Customer for the equipment that has been received, or any custom ordered items, based on pricing established in this Agreement.

- 19) One (1) OFE podium shall be made available by the Customer and located at the front of the space for use by speakers during presentations.
- 20) One (1) wireless collaboration system with receiver and one (1) USB dongle transmitter shall be provided to allow wireless connection of Customer-provided laptops or other devices to the AV system.
 - a) The receiver shall be installed in the equipment rack and the dongle transmitter shall be handed to the Customer to plug into their laptop USB port.
- 21) One (1) digital video and communication signal encoder shall be provided and installed in the equipment rack to encode HDMI video output from the wireless collaboration system receiver for use by the displays.

d. CONTROL SYSTEM

- 1) One (1) 40-port PoE+ network switch shall be provided and installed in the equipment rack to allow network data connectivity between AV devices in the facility.
- 2) One (1) 24-port PoE+ network switch shall be provided and installed in the equipment rack to allow network data connectivity between AV devices in the facility.
- 3) One (1) 48-port Cat 6A shielded patch panel shall be provided and installed in the equipment rack to provide the ability to reroute data communication among the devices attached to the network switch.
- 4) One (1) 24-port Cat 6A shielded patch panel shall be provided and installed in the equipment rack to provide the ability to reroute data communication among the devices attached to the network switch.
- 5) One (1) control processor with expansion unit shall be provided and installed in the equipment rack to allow control of connected AV components and distribution of AV signals.
- 6) One (1) 10" touch control panel shall be provided and installed on the Director's desk to provide routing of sources and control of devices. The Customer is responsible for electrical power and network access at the display location.
 - a) Sources to include:
 - i. Cable television receivers
 - ii. Off-air tuners
 - iii. Director's PC and workstation PC outputs

- a) The Customer is responsible for electrical power at the display location and wall-backing if required to support the weight of the display and mount.
- 10) One (1) digital video and communication signal decoder shall be provided and installed behind the right rear flat panel display to provide HDMI video and control of the display.
- 11) Four (4) OFE HD cable television receivers shall be utilized to distribute video to the flat panel displays.
 - a) Four (4) equipment rack shelves shall be provided and installed in the equipment to house the cable television receivers.
 - b) The Customer is responsible for relocating these units into the equipment rack.
- 12) Four (4) 4K off-air tuners shall be provided and installed in the equipment rack to convert off-air signal from the existing OFE master antenna system into HDMI and control signals for the video and communication signal encoders to provide local station off-air channel selection choice.
- 13) One (1) 8-slot processing card chassis shall be provided and installed in the equipment rack to house the encoders required to convert the cable television receivers and off-tuners outputs into networked AV signals for the displays.
- 14) Eight (8) network AV encoder cards shall be provided and installed in the 8-slot chassis.
- 15) One (1) OFE PC shall be made available by the Customer and located at the Director's desk for the purpose of displaying information to the flat panel displays in the room.
 - a) The Customer is responsible for electrical power and network access at this location.
- 16) One (1) digital video and communication signal encoder shall be provided and installed at the workstation desk to encode HDMI video output from the PC at the Director's desk for the flat panels displays.
- 17) Twenty-four (24) OFE PCs shall be made available by the Customer and located at OFE workstations around the space for the purpose of displaying information to the flat panel displays in the room.
 - a) The Customer is responsible for electrical power and network access at these locations.
- 18) Twenty-four (24) digital video and communication signal encoders shall be provided, one (1) installed at each workstation desk to encode HDMI video outputs from these PCs for the flat panels displays.

- b) The Customer is responsible for providing electrical power to the video wall location and plywood backing if required to support the weight of the displays and mounts.
- c) The Customer is responsible for any wall patching and painting required.
- 2) Four (4) video and communication signal decoders shall be provided and installed behind the displays to provide video and control of the displays.
 - a) The Customer is responsible for electrical power and network access at this location.
- 3) Two (2) 75" 4K flat panel displays shall be provided and wall-mounted on the front wall of the space on either side of the video wall system for viewing Customer generated content.
 - a) The Customer is responsible for electrical power at each display location and wall-backing if required to support the weight of the display and mount.
- 4) Two (2) digital video and communication signal decoders shall be provided and installed behind each front wall flat panel displays to provide HDMI video and control of the display.
- 5) One (1) 75" 4K flat panel display shall be provided and wall-mounted on the left front wall of the space for viewing Customer generated content.
 - a) The Customer is responsible for electrical power at each display location and wall-backing if required to support the weight of the display and mount.
- 6) One (1) digital video and communication signal decoder shall be provided and installed behind the left front wall flat panel display to provide HDMI video and control of the display.
- 7) One (1) 75" 4K flat panel display shall be provided and wall-mounted on the left rear wall of the space.
 - a) The Customer is responsible for electrical power at the display location and wall-backing if required to support the weight of the display and mount.
- 8) One (1) digital video and communication signal decoder shall be provided and installed behind the left rear flat panel display to provide HDMI video and control of the display.
- 9) One (1) 86" 4K flat panel display shall be provided and wall-mounted in the right rear corner of the space for viewing Customer generated content.

- b) One (1) uninterruptable power supply (UPS) shall be provided and installed in the equipment rack to provide temporary backup power for connected devices in case of a power outage.

b. AUDIO SYSTEM

- 1) Twelve (12) 6.5" 2-way speakers shall be provided and flush mounted in the ceiling to provide audio reinforcement in the room.
- 2) One (1) bridged 2-channel, 120-watt, 70-volt audio amplifier shall be provided and installed in the equipment rack to power the speakers.
- 3) One (1) 8-flex channel digital signal processor (DSP) with integrated control processor shall be provided and installed in the equipment rack for audio signal routing, equalization, feedback suppression, audio compression as needed, and control of connected AV devices.
- 4) One (1) single channel wireless handheld microphone system with base and gooseneck stand with clamp shall be provided for voice amplification through the in-room speakers.
 - a) The receiver shall be installed in the equipment rack.
 - b) One (1) handheld microphone shall be handed to the Customer to provide audio reinforcement in the room.
- 5) One (1) single channel clip-on wireless microphone system shall be provided for voice amplification through the in-room speakers.
 - a) The receiver shall be installed in the equipment rack.
 - b) One (1) transmitter with clip-on microphone shall be handed to the Customer to provide audio reinforcement in the room.
- 6) Two (2) half-wave antennas shall be provided and installed on the auditorium wall to route wireless audio signals from the auditorium to the antenna signal splitter.
- 7) One (1) active antenna signal splitter shall be provided and installed in the equipment rack to provide audio wireless signals from the antennas to the wireless microphone receivers.

c. VIDEO SYSTEM

- 1) One (1) video wall system, consisting of four (4) 55" narrow bezel 1080p flat panel displays with mounts and side covers shall be provided and installed in a two (2) by two (2) configuration for viewing Customer generated content.
 - a) The video wall system shall show the user's preferred source layout, including a single image across all displays.

- a) One (1) UC system appliance shall be installed behind the flat panel display to run the Microsoft Teams Rooms software.
- b) One (1) 4K pan/tilt/zoom (PTZ) USB camera with mount shall be installed on the wall below the display to capture the near-side audience during web conferencing.
- c) One (1) digital video transmitter shall be provided and installed under the table to transmit AV signals from the Customer provided laptop to its companion receiver located in the equipment rack.
- d) One (1) digital video receiver shall be provided and installed in the equipment rack to receive AV signals from its companion transmitter located under the table to act as a source for the AV matrix switcher.
- e) The Customer is responsible for providing electrical power to the table location and a low voltage cable path from the table to the display location.

d. CONTROL SYSTEM

- 1) One (1) wired 10" tabletop touch panel shall be provided and placed on the conference table to provide the Microsoft Teams Rooms user controls interface and programmed to control the following:
 - a) Flat panel display – power on/off
 - b) Interactive flat panel display – power on/off
 - c) Source selection for UC system appliance – table laptop, interactive flat panel display
 - d) Source selection for interactive flat panel display– table laptop
- 2) One (1) 10-port PoE+ network switch shall be provided and installed in the equipment rack to provide power and communication for connected devices.

2. EMERGENCY OPERATIONS CENTER – AUDITORIUM 221

a. EQUIPMENT RACK

- 1) One (1) 44-space mobile equipment rack with power distribution, fans, and vented lockable door shall be provided and installed in the IT MDF room adjacent to the Auditorium to house the AV equipment.
 - a) The Customer is responsible for providing electrical power and live network drop to the equipment rack location.

- 5) One (1) 2' x 2' beamforming microphone shall be provided and installed in the drop tile ceiling above the owner furnished equipment (OFE) conference table to provide voice pickup during audio and web conferencing.
 - a) This microphone cannot be used for voice amplification through the in-room speakers.

c. VIDEO SYSTEM

- 1) One (1) 4-input x 4-output AV matrix switcher shall be provided and installed in the equipment rack to provide source selection and routing to destinations.
 - a) One (1) digital to analog converter with adapter shall be provided and installed in the equipment rack to make matrix switcher audio available for use by the DSP.
- 2) One (1) scaling receiver shall be provided and installed in the equipment rack to ensure that video to be received by the UC system PC conforms to the desired aspect ratio.
- 3) One (1) 75" 4K flat panel display with mount shall be provided and installed on the front wall of the room in the place of the existing display to show Customer provided content.
 - a) The Customer is responsible for providing electrical power to the flat panel location and wall-backing to support the weight of the display and mount.
- 4) One (1) digital video receiver shall be provided and installed behind the 75" display to receive AV and control signals from the AV matrix switcher.
- 5) One (1) 65" 4K interactive flat panel display with mount shall be provided and installed on the right wall of the room to show Customer provided content.
 - a) The Customer is responsible for providing electrical power to the flat panel location and wall-backing to support the weight of the display and mount.
- 6) One (1) digital video receiver shall be provided and installed behind the 65" interactive display to receive AV and control signals from the AV matrix switcher.
- 7) One (1) digital video transmitter shall be provided and installed behind the 65" interactive display to transmit AV signals from the flat panel display to its companion receiver located in the equipment rack.
- 8) One (1) digital video receiver shall be provided and installed in the equipment rack to receive AV signals from its companion transmitter located behind the 65" interactive display.
- 9) One (1) unified communication (UC) system shall be provided to support online audio and web conferencing using Microsoft Teams Rooms. The system shall include:

This proposal contains confidential pricing, design, engineering, and installation information that is proprietary to Ford. It is provided for your private use, and is not to be disclosed, in part or in whole, without the express, written authorization of Ford.

We appreciate the opportunity to work with you on this project. If you have any questions or need additional information, please contact me at 713-690-0555.

Sincerely,

FORD AUDIO-VIDEO SYSTEMS, LLC



Scott Burch
Account Manager

Voice: 713-690-0555
E-mail: burcs@fordav.com
Website: www.fordav.com

SYSTEM INSTALLATION AGREEMENT

Between

JEFFERSON COUNTY

and

FORD AUDIO-VIDEO SYSTEMS, LLC

This is to signify that Jefferson County and Ford Audio-Video Systems, LLC have entered into a contract, in the amount of \$220,702.00, for the purchase and installation of equipment and services described in the attached proposal.

Add Year 2 only Extended Warranty: \$9,923.00 _____
Customer Accepts

OR

Add Year 2 & 3 Extended Warranty: \$21,468.00 _____
Customer Accepts

Jefferson County and Ford Audio-Video Systems, LLC, by and through their respective signatories to the Agreement, each represent to the other that they are authorized to enter into this Agreement.

We do both agree to abide by the terms and conditions of this Agreement.

FORD AUDIO-VIDEO SYSTEMS, LLC

JEFFERSON COUNTY

Scott Burch
Account Manager

Authorized Signature

Christopher Ford, E.E.
Vice President

Printed Name and Title

Date

Date

To: Fran Lee / Auditing Department
From: Greg Keller / Maintenance Department
Date: February 22, 2024
Subject: Budget Transfer

We are requesting that you Transfer \$5,500 from Acct #120-6083-416-10-36 (Painter) and put into Acct # 120-6083-416-60-18 (Power Tools & Appliances). This is for new stove for Cafe'. This will help us thru remainder of budget year '23-'24. If you have any questions please call ext. 8511.

Thank you,

GK/pa

INTERLOCAL COOPERATION AGREEMENT MULTI-COUNTY BROADBAND FEASIBILITY STUDY

As provided for by Chapter 791 of the Texas Government Code, this Interlocal Cooperation Agreement ("Agreement") is entered into by and between the South East Texas Regional Planning Commission ("SETRPC") and Jefferson County, Hardin County, Orange County and Jasper County ("Counties") and shall be effective on the date that the signature of the last party is affixed. The Counties have reviewed the Agreement, and each makes the following findings:

WHEREAS, the SETRPC has chosen Cobb, Fendley & Associates, Inc. ("Consultant") to provide professional services pursuant to a Request for Qualifications;

WHEREAS, the SETRPC received Executive Committee approval to enter into a Professional Services Agreement - Broadband Feasibility Study between the SETRPC and Consultant, attached hereto as Exhibit "A"; and

WHEREAS, the Counties desire to receive services from Consultant which are part of the Professional Services Agreement - Broadband Feasibility Study.

NOW, THEREFORE,

1. **Scope.** The Counties agree to the Scope of Services set forth in Exhibit "A" and agree to meet and engage with consultant as needed for implementation of the Broadband Feasibility Study project.
2. **Payment.** Each County which is a party to this Agreement agrees to pay its pro-rata share of the total project cost of \$224,536.00, based on each County's total population, as set forth in Exhibit "B". Payment shall be made to the SETRPC within twenty-one (21) days of the signing of this Agreement.
3. **Term.** This Agreement shall not automatically renew year to year unless specifically agreed to by all Parties.
4. **Severability.** All parties agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS OF THAT CERTAIN PROFESSIONAL SERVICES AGREEMENT, BETWEEN THE SETRPC AND CONSULTANT, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT "A". THE COUNTIES, EACH FOR ITSELF IN ACCORDANCE WITH THIS AGREEMENT, ACKNOWLEDGES THAT IT HAS READ AND AGREES TO COMPLY WITH THE SCOPE, OBLIGATIONS, AND RESTRICTIONS CONTAINED IN EXHIBIT "A" AT ALL TIMES THROUGHOUT THE TERM OF THE PROFESSIONAL SERVICES AGREEMENT.

This Agreement, in DUPLICATE ORIGINALS, has been executed by the parties hereto on the dates indicated below.

**SOUTH EAST TEXAS REGIONAL
PLANNING COMMISSION**

DATE

Shanna Burke

Shanna Burke, Executive Director

2/6/2024

JEFFERSON COUNTY, TEXAS

DATE

Jeff Brantick

Jeff Brantick, Jefferson County Judge



12/5/2023

ATTEST

[Signature]

DATE 12/5/2023

HARDIN COUNTY, TEXAS

DATE

Wayne McDaniel

Wayne McDaniel, Hardin County Judge

02/07/2024

ORANGE COUNTY, TEXAS

DATE

John Gothia

John Gothia, Orange County Judge

02-07-2024

JASPER COUNTY, TEXAS

DATE

Mark Allen

Mark Allen, Jasper County Judge

02/07/2024

EXHIBIT "A"**PROFESSIONAL SERVICES AGREEMENT
(Broadband Feasibility Study)****STATE OF TEXAS****KNOW ALL MEN BY THESE PRESENTS:****COUNTY OF JEFFERSON**

That the **SOUTH EAST TEXAS REGIONAL PLANNING COMMISSION**, acting through Shanna Burke, its duly authorized Executive Director ("SETRPC") and **COBB, FENDLEY & ASSOCIATES, INC.** ("CONSULTANT" or "CobbFendley"), hereby make and enter into the following Contract.

**ARTICLE I
COVENANT**

CONSULTANT covenants and agrees to perform engineering and planning services to develop a Broadband Feasibility Study for the SETRPC region. The work to be performed for this Contract is described in detail in the Scope of Services in Appendix A of this Contract (the "Work"), such Appendix A being attached hereto and, by this reference, incorporated herein for all intents and purposes. Such Work shall be performed in accordance with the terms of this Contract and for the consideration stated herein. CONSULTANT covenants and agrees to perform this Work and assures that the Work will be accurate and performed according to the schedule in Appendix A. This Agreement is made pursuant to a proposal from CONSULTANT in response to the July 28, 2023 RFQ 1, a copy of which is attached hereto as Appendix F and incorporated herein by reference.

CONSULTANT also agrees to submit the reports described in Appendix A and to prepare all of the various reports and data required as part of the Work as outlined in the Scope of Services. CONSULTANT also agrees to furnish and supervise such personnel as are required to accomplish the Work set forth in Appendix A.

The Scope of Services to be performed by CONSULTANT and the schedule for that work shall be further defined by any conditions set forth in written Notices to Proceed provided by SETRPC and previously agreed to by CONSULTANT. CONSULTANT is obligated to perform the Work and to comply with the prevailing professional standards consistent with the level of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under similar conditions, including reasonable, informed judgments and prompt timely actions. CONSULTANT further warrants that in the event of its failure to fulfill all or part of the requirements in this Contract, after proper notice by SETRPC, CONSULTANT shall take all necessary or appropriate actions to correct such failure at no costs to SETRPC.

**ARTICLE II
ADDITIONAL PROVISIONS**

All maps, data, reports, research documentation, graphic presentation materials, etc. prepared by CONSULTANT as part of the Work under the Contract shall become the property of SETRPC

upon completion of this Contract or any phase thereof or, in the event of termination under Article X hereof, at the time of payment in accordance with Article X.

Upon completion or termination of this Contract, all documents prepared by CONSULTANT shall be delivered to and become the property of SETRPC. All such documents, photographs, calculations, programs and other data prepared or used under this Contract shall be used by SETRPC without restriction or limitation of further use. Modification of the materials, use of incomplete documents, or re-use on another project without CONSULTANT's authorization shall be at SETRPC's sole risk, and the CONSULTANT shall be released from any liability as a result of such action.

CONSULTANT shall not assign any interest in this Contract nor delegate the performance of any of its duties hereunder without the prior written consent of SETRPC, and any attempted assignment or delegation without prior written consent of SETRPC shall be void.

CONSULTANT shall provide to SETRPC by the fifteenth (15th) of each month a written Progress Report for the preceding calendar month's work. Each Progress Report shall briefly describe the work accomplished, problems arising, proposed remedies for those problems, products completed and the status of the schedule and budget for the project.

The parties hereto may as necessary, change the scope of services, time of performance, CONSULTANT'S compensation, or any other provision of this Contract only by written amendment approved by SETRPC and CONSULTANT. CONSULTANT shall notify SETRPC verbally and in writing immediately when CONSULTANT anticipates that 75 percent of the funds provided for this Contract have been expended.

ARTICLE III TIME OF PERFORMANCE

CONSULTANT agrees to commence Work on this project within fifteen (15) days after receipt of written Notice to Proceed from SETRPC. All Work under the Contract shall be completed within the time period specified in Appendix B, except as modified by subsequent Notices to Proceed from SETRPC.

ARTICLE IV ALLOWABLE COST

The base cost to SETRPC for performance of the Work in this Contract shall be the sum of \$224,536.00 and CONSULTANT agrees to perform the Work specified in Appendix A and all other obligations under this Contract for no more than this cost. Rates will be billed by CONSULTANT as detailed in Appendix A and the Fee & Hourly Rate Schedule attached hereto as Appendix C. SETRPC shall not be obligated to pay CONSULTANT any costs in excess of this cost except as amended in accordance with Article II. Any compensation due to CONSULTANT for performance of this Contract must be approved in accordance with Articles IV and V of this Contract and shall be payable only after approval of this project by SETRPC.

A. Personnel. CONSULTANT shall be reimbursed for the services of personnel working on this

project for the time such personnel work on this project. The reimbursement for personnel shall be based on the hourly rates not to exceed those listed in Appendix C or on amendments to Appendix C approved in writing by SETRPC. The rates listed in Appendix C may be amended from time to time if approved in advance in writing by SETRPC. The compensation for personnel not listed in that table shall be the salary of record, paid to said personnel by CONSULTANT during the time of their performance on this Contract.

- a. A regular employee of CONSULTANT shall be assigned responsible charge of the performance of Work under this Contract and designated as CONSULTANT'S project manager.

ARTICLE V PAYMENTS

For the performance of this Contract, SETRPC shall pay CONSULTANT allowable costs in accordance with the terms and conditions set forth in Article IV above and as certified by CONSULTANT in monthly invoices. CONSULTANT shall submit invoices by the fifteenth (15th) of each month in accordance with instructions provided by SETRPC.

SETRPC shall pay CONSULTANT the amount of costs claimed and certified on each invoice, subject to approval of claimed costs by SETRPC. Payment shall be made within thirty (30) days after receipt of each invoice by SETRPC.

When the project has been completed to the satisfaction of SETRPC, CONSULTANT shall submit an invoice clearly labeled "Final Invoice" and claiming any remaining allowable costs.

ARTICLE VI RECORDS

CONSULTANT shall maintain complete and accurate records of allowable costs incurred under this Contract and shall make such materials available at its office during the period covered and for three years from the date of final payment under the Contract. All such records shall be maintained on a generally accepted accounting basis and shall be clearly identified and readily accessible.

ARTICLE VII TERMS

- A. Inspection of Work. SETRPC, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the Work performed or being performed hereunder and the premises in which it is being performed.

If any inspection or evaluation is made on the premises of CONSULTANT or its subcontractor, CONSULTANT shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties.

All inspections and evaluations shall be performed in such a manner that will not unduly delay the Work.

- B. **Non-collusion.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for it, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. If CONSULTANT breaches or violates this warranty, SETRPC shall have the right to annul this Contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, gift, or contingent fee.
- C. **Debarment/Suspension.** CONSULTANT is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension. CONSULTANT and its subcontractors shall comply with the "Debarment Certification" which is included in Appendix D of this agreement.
- D. **Restrictions on Lobbying.** Pursuant to Section 319 of Public Law 101 -121, which generally prohibits recipients of federal funds from using those monies for lobbying purposes, CONSULTANT shall comply with the "Restriction on Lobbying Certification" which is included in Appendix D of this agreement.
- E. **Environmental Protection and Energy Efficiency.** CONSULTANT agrees to comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 USC 1957 [h]); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15). CONSULTANT further agrees to report violations to SETRPC.
- F. **EQUAL EMPLOYMENT OPPORTUNITY:** The following equal employment opportunity requirements apply to this Contract:
 - a. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, CONSULTANT agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375, "Amending executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C., 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of the project. CONSULTANT agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. 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.

- b. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, CONSULTANT agrees to refrain from discrimination against present and prospective employees for reason of age.
 - c. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, CONSULTANT agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities.
- G. Substitution of Subcontractors. SETRPC must approve all substitutions of subcontracts and will determine if the disadvantaged business enterprise percentage goal will be decreased by substituting a majority contractor for a disadvantaged business contractor.
- H. Disputes and Remedies. Should disputes arise concerning the Scope of Services or additional work to be performed under this Contract, CONSULTANT and SETRPC shall negotiate in good faith toward resolving such disputes. SETRPC shall be responsible to its funding agencies for the settlement of all contractual and administrative issues arising out of procurement entered into in support of this Contract. Violation or breach of contract terms by CONSULTANT may be grounds for termination, and should said disputes be irreconcilable, SETRPC shall terminate this Contract by default. CONSULTANT shall pay any increased costs arising from the termination.
- I. HUB BEST PRACTICES: SETRPC shall ensure that small, minority, disadvantaged, and women’s businesses are considered as sources for acquisitions whenever possible by:
- a. choosing the HUB organization in the case of tie bids;
 - b. soliciting these businesses whenever they are potential sources;
 - c. when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
 - d. if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women’s businesses to participate; and
 - e. using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

CONSULTANT is encouraged to make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include utilizing the Texas Comptroller of Public Accounts website <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>; utilizing websites or other minority/women directory listings maintained by local Chambers of Commerce; advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.

- J. **DRUG FREE WORKPLACE POLICY STATEMENT:** CONSULTANT acknowledges and certifies that it understands the following acts by CONSULTANT, employees, and/or agents performing services on SETRPC property are strictly prohibited:
- a. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 - b. Any impairment or incapacitation from the use of alcohol or other drugs. CONSULTANT further acknowledges and certifies that it understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by SETRPC in addition to any criminal penalties, which may result from such conduct.
- K. **OPERATING AUTHORITY AND CREDENTIALS:** Wherever and whenever during the course of performing any work under the Contract, CONSULTANT will ensure all motor vehicles utilized to accomplish the terms of this Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the motor vehicle codes and regulations of the State of Texas.
- L. **SUBCONTRACTS:** No portion of the work shall be subcontracted without the prior written consent of SETRPC. In the event that CONSULTANT desires to subcontract some part of the work specified herein, CONSULTANT shall furnish SETRPC the names, qualifications, and experience of its proposed subcontractors. In any event, CONSULTANT shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of that contract.

ARTICLE VIII INSURANCE

CONSULTANT represents that it has insurance in place for all claims for which it may be responsible under applicable law, as stated in Appendix E. CONSULTANT further represents to SETRPC that it has workers' compensation insurance in the amount required by statute. Nothing in this Agreement is intended as a waiver by either party of any immunity from any suit to which each is entitled under Texas law.

CONSULTANT shall require any and all subcontractors to maintain insurance coverage sufficient to protect SETRPC against any and all claims that may arise out of or result from their performance of any of the Work done under this Contract. SETRPC requires the receipt of a certificate of insurance prior to the commencement of any such Work. Any and all such insurance policies described in Article VIII shall not be canceled or amended unless at least thirty (30) days written notice has been given to SETRPC.

ARTICLE IX INDEMNIFICATION

CONSULTANT covenants and agrees to indemnify, hold harmless, and defend, excepting the defense of Professional Liability claims, and does hereby indemnify, hold harmless, and defend SETRPC, its officers and employees, from and against any and all suits or claims for damages or injuries, including death, to persons or property, whether real or asserted, to the extent caused by any negligent act or omission on the part of CONSULTANT, its officers, agents, servants, employees, or subcontractors, and CONSULTANT does hereby assume all liability for injuries, claims or suits for damages to persons, property, whether real or asserted, occurring during or arising out of the performance of this Contract to the extent caused by the negligent act or omission on the part of CONSULTANT, its officers, agents, servants, employees, or subcontractors to the extent permitted by law.

ARTICLE X TERMINATION OF CONTRACT

Either party may terminate this Contract, or any portion of it, by serving a notice of termination on the other party, which shall be effective thirty (30) days after receipt of the notice of termination by the other party, unless the termination is for default of CONSULTANT. If the termination is for default, the notice shall state the manner in which CONSULTANT has failed to perform the requirements of the Contract. CONSULTANT shall account for and return to SETRPC any property in its possession paid for from funds received from SETRPC, or property supplied to CONSULTANT by SETRPC. CONSULTANT shall promptly submit its termination claim for reimbursement to SETRPC and the parties shall negotiate the termination settlement to be paid. If the termination is for the convenience of SETRPC, CONSULTANT shall be paid its costs up to the time of notice to stop work, reasonable contract close-out costs, and a pro rata portion of the fee which reasonably reflects the quantity and quality of work performed up to the time of termination. If after serving a notice of termination for default, SETRPC determines that CONSULTANT has an excusable reason for not performing, such as a strike, fire, flood, events which are not the fault of and are beyond the control of CONSULTANT, SETRPC, after setting up a new work schedule, may allow CONSULTANT to continue work, or treat the termination as a termination for convenience.

Notwithstanding the foregoing, this Contract will not terminate as a result of such default if CONSULTANT begins, within seven days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within no more than thirty days of receipt thereof; provided, however, that if and to the extent such default cannot be reasonably cured within such thirty-day period, and if CONSULTANT has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided from herein shall extend up to, but in no case more than, sixty days after the date of receipt of the notice.

**ARTICLE XI
LEGAL CONSTRUCTION**

In case any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions thereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE XII
VENUE**

Venue and jurisdiction of any suit, right, or cause of action arising under or in connection with this Contract shall lie exclusively in Jefferson County, Texas.

IN WITNESS HEREOF, the parties hereto have executed this Contract in duplicate original at Beaumont, Jefferson County, Texas, this 27 day of November, 2023.

SOUTH EAST TEXAS REGIONAL
PLANNING COMMISSION

Shanna Burke
Shanna Burke
Executive Director

COBB, FENDLEY & ASSOCIATES, INC.

Diana C. Ward
By: Diana C. Ward, P.E.
Its: Vice President

APPENDIX A **Scope of Services**

Deliverables

For the Duration of the Contract:

- Bi-Weekly Touchpoint and Progress Meetings

Milestone Deliverables:

- Kick Off Meeting
- Finalized Report Which Includes the Following:
 - Needs and Gaps Analysis Findings
 - Review Previously Completed Studies Within the Region
 - Identify & Map Existing Infrastructure & Internet Service Offerings (Asset Map)
 - AGOL Spatial Database for Data Collection
 - Assess Access & Adoption Factors, External Environmental Factors/Barriers
 - Determine Needs and Gaps in Service Throughout the Community
 - Stakeholder Engagement
 - Profile Assets and Needs
 - Determined Network Strategy - Architecture and Technology
 - Process Gap Analysis to Develop Proposed Network Classification, Attributes
 - Assess Technology Feasibility
 - Outlining High-Level Design
 - Develop Viable Business Models and Plans
 - Identify Scalable Business & Funding Models
 - Explore ISP and Carrier Partnership Options
 - Perform Alternatives Analysis of Viable Models
 - Develop Engineering, Construction & Materials Cost Estimate
 - Identify Current Applicable Funding Sources
 - Assist with RFP Development
 - Implementation Strategy
 - Identify Funding Opportunities as they Progress
 - Provide Technical Insight into Grant Applications

Assumptions and Exclusions

Assumptions:

- Cobbfendley will only be requested to perform services for broadband related matters as described in the scope of services.
- Cobbfendley will not be asked to provide legal guidance or develop standards or ordinance without the review of county legal teams.
- Cobbfendley will not be requested to perform grant writing services.

- Low level design and engineering for future implementation projects should not be procured as a separate scope of work or a supplemental agreement.
- Stakeholder Engagement will be limited based on a priority list and will be cut off after a certain date and time to be agreed upon by the client.
- No public survey will be included in the scope of work by CobbFendley. Any public data from the ConnectedNation feasibility studies will be used as needed.

Exclusions:

- Legal Services
- Low Level Design
- Inspection/fielding Services
- Grant Writing

Additional Services:

Any services not included in the scope shall be considered additional services. Additional services are provided on a negotiated lump sum basis, if requested, and after client authorization with the execution of a supplement to the original agreement.

- Low Level Design
- OSP/ISP Audits
- Subsurface Utility Engineering
- Professional Surveying Services
- Utility Coordination Services

Broadband Initiative and Overarching Scope

CobbFendley's approach centers on maximizing our diverse local experience by focusing on lessons learned and continually improving our processes and deliverables. To support the South East Texas Regional Planning Commission (SETRPC) in your continuing improvement of infrastructure, CobbFendley has assembled an exemplary and comprehensive team of professionals to provide professional services for detailed broadband planning to design and develop broadband infrastructure in Jefferson, Hardin, Jasper, and Orange counties. With an experienced, proactive Project Manager, a strategic and dedicated project team, and a deep commitment to the communities we serve, we feel that we have prepared a scope of work that will help achieve our goals. Our team is prepared and qualified to fulfill the needs across your entire scope of services, including working with funding agencies, developing a regional broadband plan, collecting, and challenging maps, and developing the project and required infrastructure. The project team and partners have additional support through CobbFendley's comprehensive civil engineering and surveying services, which uniquely contributes to the complete network solution.

CobbFendley will provide the following Scope of Work regarding the research and development of a Broadband Design and Construction Plan. The primary work will be performed in four Tasks. We will identify and assess the need for broadband connectivity, brief the Counties and Regional Planning Commission of our findings, collect feedback, and collaborate on strategy development. Additionally, we will develop and provide a range of options for broadband network design and determine deployment strategy. CobbFendley will work with the Counties in determining the most appropriate business model and guidance on the various ownership scenarios and associated pros and cons.

Scope of Work

TASK 1 // NEEDS AND GAPS ANALYSIS

GATHER INFORMATION. Beginning with the Need and Gaps Analysis, we take an in-depth look at the current state of Broadband within the region, including inventory of existing network assets for both public and private sectors. First, we will thoroughly review and incorporate any valuable data and information collected by ConnectedNation through previous studies. We will then leverage our relationships with ISPs/Carriers/Infrastructure providers to meet with local and strategic partnering representatives to acquire this information. We start with developing a comprehensive list of broadband service providers that currently provide service within each of the counties' limits. We will utilize ArcGIS tools to identify and map underserved areas where a property does not have access to a minimum of 25/3 Mbps service and 100/100 Mbps service within the Counties. We will meet with the necessary RPC staff to gather information regarding your existing communication infrastructure, including fiber, radio, wireless systems, and other connectivity nodes. A desktop review will be performed and analysis of all the information gathered will be utilized to find gaps in the inventory. Additional field investigations will be initiated as needed.

STAKEHOLDER ENGAGEMENT. We will confirm key stakeholders with the SETRPC and engage with them on their current needs, inquire and suggest future applications when connected to the proposed network. We plan to meet with every necessary department within the Counties and understand their current and future needs. We will facilitate in-person or virtual discussions to discuss the region's broadband needs and gaps as well as sustainable plans to expand affordable service with the community. The expected stakeholders include the School Districts, Hospitals, Colleges and Universities, and public safety. Discussions with current broadband providers in the area will be conducted to better understand what is needed for them to expand service offerings in the various regional Counties. New providers who are interested in investing within the community, if opportunity is provided for speedy implementation, will also be included in the stakeholder engagement process.

TASK 2 // DETERMINE NETWORK STRATEGY – ARCHITECTURE AND TECHNOLOGY

PROCESS GAP ANALYSIS. In this phase we focus on the generation of feasible solutions to

serve commercial, residential, and public facilities where it is most needed, and where gaps exist. By understanding the end user and stakeholders needs across the region, we can start to develop the proposed network footprint and scale.

ASSESS TECHNOLOGY FEASIBILITY. We move into determining our network strategy but reviewing and weighing the effectiveness of varying network architecture (metro/carrier ethernet, XGS-PON, GPON, Fixed Wireless, Cellular Wireless, PTP/PTMP, Mesh) and necessary convergence within the proposed network. The following steps in our approach outline some of the primary tasks completed during this phase. CobbFendley will analyze SETRPC's technology needs to develop high-level design to include:

- Assess prioritization of solutions based on timelines (quick, early wins versus long-term goal achievement).
- Create the vision and strategy for an executable Fiber Master Plan which aligns each county's goals, key stakeholder interests versus technology, implementation, and budgeting requirements.
- Outline high-level network strategy to ensure gigabit speed, increase reliability, and provide redundancy of the system we plan to interconnect all existing tower high sites with fiber backhaul.

OUTLINING HIGH-LEVEL DESIGN. We will outline a high-level network strategy to ensure capable, symmetrical network speeds, increased reliability, and provide redundancy of the system. Where applicable, we plan to interconnect all existing network assets with fiber backhaul, include a network topology, technology, and footprint, as well as recommendations on the sustainability of the proposed broadband network. We will expand on backhaul requirements and the developing front-haul network, connecting critical infrastructure and existing network assets with new demand points. Our plans will provide the opportunity to scale from a minimum of 100/100 Mbps speed, this can be achieved with direct wireline fiber and wireless solutions that are fiber-fed.

The plan will also outline, at a high-level, additional future uses and considerations as part of the development of short-, mid-, and long-term milestones and plan to meet those milestones. Plans will identify the County's overarching needs, requirements, benefits, costs, and goals.

Our approach to developing a master plan is based on creating a resilient fiber ring around the Counties and region, connecting core facilities with laterals connecting secondary facilities as well as creating multiple redundancies for 911, public safety, and disaster response and recovery operations.

TASK 3 // DEVELOP BUSINESS MODELS AND PLANS – ALTERNATIVES ANALYSIS

EXPLORE ISP AND CARRIER PARTNERSHIP OPTIONS. The CobbFendley Team will provide several options and alternatives for the Counties to consider on how to proceed with

implementing its broadband network build plans. This includes the opportunity for internet providers to lease ducts and fiber in the future, considering the dominant factors of addressing public safety, resilience, redundancy, maintenance and withstanding daily operations.

DEVELOP SCALABLE AND MODULAR BUSINESS MODELS. In our business/financial model we will utilize the approach in which we develop the most applicable of financial models (include initial, operational, and maintenance expenses, including personnel, hardware, software cost, overhead cost, transport cost) for multiple options. These options typically include:

- Option 1 - Lease option from Competitive Local Exchange Carrier (CLEC) including permitting cost, rod and rope the duct to confirm no damage, cost to pull and splice cable, and maintenance cost.
- Option 2 - Municipal-owned and operated network, including design, construction, and maintenance costs.
- Option 3 - Hybrid option utilizing open-access network where SETRPC builds the area wide fiber assets, hires an operator for operations and maintenance, and additional fiber capacity may be leased out to service providers. This would be achieved by P3.

COST ANALYSIS. We will perform a cost analysis of procurement options for material and labor of construction and maintenance. Recommended procurement vehicles, position and staging for a shovel ready project will be included in this section.

PERFORM ALTERNATIVES ANALYSIS. We will provide an analysis and guidance on recommended Broadband deployment options available to the County. We will also prepare a County resource plan for implementation and operation phases.

FUNDING ANALYSIS. We will assist the Counties with identifying various funding opportunities and evaluating project readiness and eligibility for federal and state funding in support of broadband initiatives. Certain funding opportunities may not be ready as we approach this part of the scope, but the team will help discover other opportunities as needed. We will also work with the Texas Broadband Development Office to ensure Jefferson, Hardin, Jasper, and Orange County needs are included in State Broadband planning efforts.

RFP DEVELOPMENT ASSISTANCE. We will assist SETRPC in moving into the implementation phase by evaluating an RFP for expanding broadband services through an area partnership or municipality-provided broadband. We will also provide insight into contractual terms, conditions, and timeframe for expanding service in exchange for municipality-provided incentives.

TASK 4 // IMPLEMENTATION STRATEGY

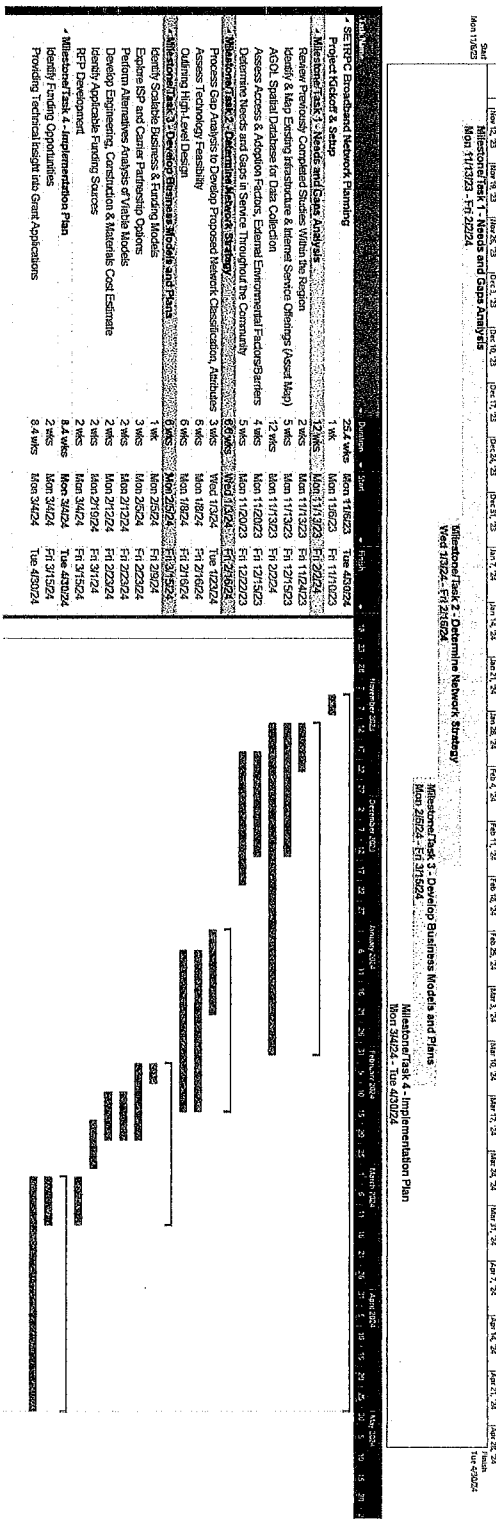
Based on evaluating all business models, CobbFendley recommends moving forward with the model that suits SETRPC's needs to best and moving into the implementation phase. Our plans will provide the opportunity to scale to 100/100 speed, this can be achieved with both wired and

wireless solutions that are fiber-fed. The plan will also outline, at a high-level, additional future uses and considerations as part of the development of short-, mid-, and long-term milestones and plan to meet those milestones.

IDENTIFY FUNDING OPPORTUNITIES. Based on current timelines with the Texas BDO office, funding opportunities are expected to be available after the delivery of this phase. At this point, we will assist the Counties with identifying various funding opportunities that are applicable and evaluating project readiness and eligibility for federal and state funding in support of broadband initiatives.

PROVIDING TECHNICAL INSIGHT INTO GRANT APPLICATIONS. Through our history of working with the Texas Broadband office, we will assist the Counties with identifying various funding opportunities and help with providing technical insight into grant applications and grant management for federal and state funding in support of broadband initiatives.

APPENDIX B Timeline



APPENDIX C
Fee & Hourly Rate Schedule

| | |
|---|-------------|
| Project Setup and Kickoff | \$3,238.00 |
| Milestone/Task 1 - Needs and Gaps Analysis | \$56,979.00 |
| Milestone/Task 2 - Determine Network Strategy..... | \$90,399.00 |
| Milestone/Task 3 - Develop Business Models and Plans..... | \$33,747.00 |
| Milestone/Task 4 - Implementation Plan..... | \$40,173.00 |

Scope of Services to be Provided for a Total Fee Not to Exceed \$224,536.00

Fee Estimate Breakdown

| | |
|---|---------------------------|
| Project Setup and Kickoff | <u>\$3,238.00</u> |
| Milestone/Task 1 - Needs and Gaps Analysis | <u>\$56,979.00</u> |
| 1.1 Gather Information | |
| 1.1.1 Review Previously Completed Studies Within the Region | |
| 1.1.2 Identify & Map Existing Infrastructure & Internet Service Offerings (Asset Map) | |
| 1.1.3 AGOL Spatial Database for Data Collection | |
| 1.1.4 Assess Access & Adoption Factors, External Environmental Factors/Barriers | |
| 1.1.5 Determine Needs and Gaps in Service Throughout the Community | |
| 1.2 Stakeholder Engagement | |
| 1.2.1 Conduct Stakeholder Engagement Profile Assets and Needs | |
| Milestone/Task 2 - Determine Network Strategy | <u>\$90,399.00</u> |
| 2.1 Determine Network Strategy | |
| 2.1.1 Process Gap Analysis to Develop Proposed Network Classification, Attributes | |
| 2.1.2 Assess Technology Feasibility | |
| 2.2 Outlining High-Level Design | |
| Milestone/Task 3 - Develop Business Models and Plans | <u>\$33,747.00</u> |
| 3.1 Review Financial Models | |
| 3.1.1 Identify Scalable Business & Funding Models | |
| 3.1.2 Explore ISP and Carrier Partnership Options | |
| 3.1.3 Perform Alternatives Analysis of Viable Models | |
| 3.1.4 Develop Engineering, Construction & Materials Cost Estimate | |
| 3.1.5 Identify Applicable Funding Sources | |
| 3.2 RFP Development | |
| Milestone/Task 4 - Implementation Plan | <u>\$40,173.00</u> |
| 4.1 Identify Funding Opportunities | |
| 4.2 Providing Technical Insight into Grant Applications | |

Total Fee of: \$224,536.00

APPENDIX D
Certification Forms

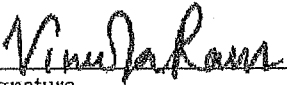
Required Forms: Bidder/Offeror Certification



Attachment 6 CERTIFICATION FORM

In submitting this Certification, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

1. **Restriction on Lobbying Certification:** Certifies that any person who makes a prohibits expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.
2. **Non-Collusion:** Has made this Statement of Certification independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Statement of Certification with any other Firm or with any other competitor.
3. **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation's Disadvantaged Business Enterprise requirements.
4. **Non-Conflict:** Represents and warrants that no employee, official, or member of SETRPC is or will be pecuniary benefited directly or indirectly in this Contract.
5. **Non-Inducement:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of SETRPC with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
6. **Debarment and Suspension Certification:** Certifies that it is not included on the U.S. Comptroller General's Consolidated List of Person's or Firms currently debarred for violations of various contracts incorporating labor standards and provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
7. **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics in compliance with 49 U.S.C. Section 5325(j)(2)(A).
8. **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5235(j)(2)(B).
9. **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
10. **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations.
11. **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j)(2)(D).
12. **Production Capability:** Has, or can obtain, the necessary production construction, and technical equipment and facilities.
13. **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
14. **Performance Record:** Is able to provide a satisfactory current and past performance record.


Signature

Vineeta Ram, PE
Printed Name

Executive Vice President / Discipline Lead
Title

August 21, 2023
Date

Required Forms: Conflict of Interest Questionnaire



Attachment 4 Conflict of Interest Questionnaire

Cobb, Fendley & Associates, Inc.

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|---|---|---|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filled 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 filled with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY Date Received | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> | | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> | | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7 <u>Vinodh Kumar</u></p> <p style="font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p> | | <p><u>August 21, 2023</u></p> <p style="font-size: 0.8em;">Date</p> |

APPENDIX E
Certificate of Insurance

Required Forms: Insurance Coverage

Client#: 153896 COBBFEND
ACORD™ CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
06/22/2023

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 any rights to the certificate holder in lieu of such endorsement(s).


| PRODUCER USI Southwest 9811 Katy Freeway, Suite 500 Houston, TX 77024 713 490-4600 | CONTACT NAME: Tami Melton & Michelle Weweh PHONE (A/C, No, Ext): 713 490-4600 FAX (A/C, No): 713-490-4700 E-MAIL ADDRESS: tami.melton@usi.com | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|--------------------------------------|-------|---|-------|--|-------|--|-------|--|-------|------------|--|
| INSURED Cobb, Fendley & Associates, Inc. 13430 Northwest Frwy, Suite 1100 Houston, TX 77040 | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER B: Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER C: Farmington Casualty Company</td> <td>41483</td> </tr> <tr> <td>INSURER D: Endurance American Specialty Ins Co</td> <td>41718</td> </tr> <tr> <td>INSURER E: Travelers Indemnity Company</td> <td>25658</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Phoenix Insurance Company | 25623 | INSURER B: Travelers Property Cas. Co. of America | 25674 | INSURER C: Farmington Casualty Company | 41483 | INSURER D: Endurance American Specialty Ins Co | 41718 | INSURER E: Travelers Indemnity Company | 25658 | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Phoenix Insurance Company | 25623 | | | | | | | | | | | | | | |
| INSURER B: Travelers Property Cas. Co. of America | 25674 | | | | | | | | | | | | | | |
| INSURER C: Farmington Casualty Company | 41483 | | | | | | | | | | | | | | |
| INSURER D: Endurance American Specialty Ins Co | 41718 | | | | | | | | | | | | | | |
| INSURER E: Travelers Indemnity Company | 25658 | | | | | | | | | | | | | | |
| 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 INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|-------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOG OTHER: | | | P6306T020324PHX23 | 07/10/2023 | 07/10/2024 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| E | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY | | | 8105T9261002343G | 07/10/2023 | 07/10/2024 | 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"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | CUP4S01891423NF | 07/10/2023 | 07/10/2024 | EACH OCCURRENCE \$12,000,000 AGGREGATE \$12,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | UB6T0405192343G | 07/10/2023 | 07/10/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000 |
| D | Professional Liability | | | DPL30039639000 | 07/10/2023 | 07/10/2024 | \$5,000,000 per claim \$5,000,000 annl aggr. |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The General Liability and Automobile Liability policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to work performed on behalf of the named insured (GL: CGD3790219 ongoing and completed operations, CG D2460419; AL: CA T3530817).
 (See Attached Descriptions)

| | |
|--|--|
| CERTIFICATE HOLDER Cobb, Fendley & Associates, Inc. 13430 Northwest Frwy, Suite 1100 Houston, TX 77040 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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APPENDIX F
RFQ - 1



REQUEST FOR QUALIFICATIONS
RFQ - 1

TO PROVIDE PROFESSIONAL SERVICES FOR
BROADBAND DESIGN
& CONSTRUCTION PLANNING

JULY 28, 2023

SOUTH EAST TEXAS
REGIONAL PLANNING COMMISSION

REQUEST FOR QUALIFICATIONS RFQ-1

PROFESSIONAL SERVICES FOR BROADBAND DESIGN AND CONSTRUCTION PLANNING

The South East Texas Regional Planning Commission (“SETRPC”) is requesting Qualification Statements for professional services for detailed broadband planning to design and develop broadband infrastructure in Jefferson, Hardin and Orange counties.

In 2022, SETRPC obtained comprehensive studies of broadband technology access and adoption across Jefferson, Hardin and Orange counties. The studies determined availability of broadband infrastructure, how county residents were adopting and using broadband services, and what steps would have the greatest impact toward improving access, adoption and usage across local communities. SETRPC is seeking to contract with a qualified firm to review the aforementioned studies and develop detailed planning for design and development of broadband infrastructure, availability of service providers, and assistance with available broadband-related grant applications for Jefferson, Hardin and Orange counties.

The following link provides access to the aforementioned 2022 Jefferson, Hardin and Orange broadband studies: <https://www.setrpc.org/regional-broadband-study/>.

Qualification Statements will be accepted until 3:00 p.m. on Monday, August 21, 2023, at the South East Texas Regional Planning Commission, 2210 Eastex Freeway, Beaumont, Texas 77703. Submissions via U.S. Mail should be marked with Name and Address of Proposing Firm and “Attention: Transportation & Environmental Resources Division Request for Qualifications for Broadband Planning” are also due on Monday, August 21, 2023, by 3:00 p.m.

A copy of the complete Request for Qualifications (RFQ) may be obtained from the SETRPC website at setrpc.org, or by emailing a letter of interest which includes reference to the Request for Qualifications being requested: company name, mailing address, telephone number and email address of the contact person to:

Bob Dickinson
Director, Transportation & Environmental Resources Division
409-899-8444 x7520
409-729-6511
E-mail: bdickinson@setrpc.org

Questions, Inquiries, and Modifications:

Written questions and inquiries will be accepted from any and all offerors. Bob Dickinson, Director of the Transportation & Environmental Resources Division of SETRPC, is the sole point of contact for this RFQ unless otherwise instructed herein. Unauthorized contact with SETRPC staff regarding this RFQ may result in the disqualification of the Offeror. Inquiries pertaining to this RFQ must give the RFQ Title and Acceptance Date. Material questions will be answered in writing by issuance of an addendum. All questions must be received at least ten (10) days in advance of the Acceptance Date.

SETRPC may also modify this RFQ, no later than 48 hours prior to the Acceptance Date for submission of Qualifications Statements, by issuance of an addendum.

Each addendum will be numbered consecutively beginning with Addendum No. 1 and posted on the SETRPC website. Offerors must attach all addenda to the submittal. It is the responsibility of all offerors to ensure that they have received all addenda.

Open Records:

Qualification Statements shall be available and open for public inspection after the contract is awarded. Any material that is to be considered confidential in nature must be clearly marked as such and will be treated as confidential by SETRPC to the extent allowable pursuant to the Texas Open Records Act.

I. PURPOSE.

The purpose and intent of this Request for Qualifications (RFQ) is to select a firm to provide services for SETRPC to obtain detailed planning for design and development of broadband infrastructure in order to expand broadband service options in Jefferson, Hardin and Orange counties. Through this planning and design cost estimations shall be performed providing detail required for grant application and implementation.

SETRPC reserves the right to negotiate with any and all individuals or firms that submit proposals, as per the Texas Professional Services Procurement Act. Minority Business Enterprises, Small Business Enterprises, Women Business Enterprises, and labor surplus area firms are encouraged to submit proposals. SETRPC is an Affirmative Action/Equal Opportunity Employer.

II. BACKGROUND.

In 2022, SETRPC obtained comprehensive summaries of broadband technology access and adoption across Jefferson, Hardin and Orange counties. The studies determined availability of broadband infrastructure, how county residents were adopting and using broadband services, and what steps would have the greatest impact toward improving access, adoption and usage across local communities. These studies provide a broad overview of each county's infrastructure and population relating to broadband services and need. It is the intent of this advertisement and selection process to select and award a single services contract to one responder deemed the most qualified to provide more detailed planning for the design and implementation of broadband services for Jefferson, Hardin and Orange counties.

III. PROPOSED SCOPE OF SERVICES.

- A. Review current broadband studies and meet with SETRPC and each of the three (3) counties to define a more specific schedule, scope and deliverables for each county, individually. Offeror should be prepared to provide an initial cost estimate to review completed broadband studies and additional work completed in Orange County.
- B. Services under this contract are expected to be generally as described below, but may be subject to change:

1. Inventory existing infrastructure within and near communities in each county for extending broadband services.
2. Identify and map broadband service areas within cities and unincorporated areas in each county.
3. Identify and map underserved areas in each county in which properties do not have access to broadband services.
4. Conduct detailed route analyses in each county to review network architectures and capacity.
5. Develop schedule and cost estimates for each county for design and permitting.
6. Explore and analyze opportunities for Jefferson, Hardin and Orange counties to work with private broadband providers to expand service offerings.
7. Assist with grant application and implementation, if needed.
8. Other work as required.

IV. SCHEDULE.

To be determined in Section III.A. pre-planning meetings with SETRPC and each county, such meetings to occur within fourteen (14) days of the selection of the highest ranked Offeror.

V. QUALIFICATION STATEMENT REQUIREMENTS.

- A. Qualification Statements shall be signed by an authorized representative of Offeror. Qualification Statements shall be prepared simply and economically, providing straightforward, concise description of the firm's capabilities to satisfy the requirements of the RFQ.
- B. Qualification Statements shall be single spaced, using a font size not less than 12 pt. Emphasis should be on completeness and clarity. Resumes and dividers do not count toward the page count.
- C. One (1) manually signed original and eight (8) copies of the Qualification Statements shall be submitted to the SETRPC. Each copy of the submittal shall be bound in a single volume where practical. All documentation submitted with the Qualification Statements shall be bound in that single volume.
- D. The following is the minimum to be considered a complete submittal. The format required for the Qualification Statements to be considered is to be presented and submitted with **TABS AS NOTED BELOW**:
 1. **General and Background Information:** Provide the following:
 - a. Firm's legal name, address, location of office that would be performing services, date of firm formation, and contact information for key personnel.
 - b. A summary of any litigation, claim(s), or contract disputes filed by or against Offeror in the past five (5) years which is related to the services that Offeror provides in the regular course of business.
 - c. A statement of conflicts (if any) the proposing entity or key personnel may

have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.

2. **Expertise and Experience:** Describe the overall expertise and experience of the firm relative to the scope of services contained in this RFQ and any federally funded broadband planning or implementation projects.
3. **Project Approach/Performance:** Provide a project approach describing how the team will meet the overall objectives, provide a quality project, and meet a reasonable time schedule.
4. **Design Team:** Identify and provide a statement of qualifications of the principal, project manager and significant project team members who will be assigned to the project for actual “hands on” work. Provide resumes for each significant project team member.
5. **References:** Provide references for similar type work as that which is requested in this RFQ. This section should include recent project information of similar type work completed by Offeror along with the name and telephone number of the point of contact for each project. A minimum of five (5) similar projects and references shall be provided.
6. **Professional Liability Insurance:** The firm shall at all times while this Agreement remains in effect maintain insurance as set forth in Attachment 1 hereto and incorporated herein for all purposes. The amount of insurance shall remain in effect throughout the period of responsibility of the project involved in accordance with the statute of limitations or for ten (10) years from the issuance of the Certificate of Completion, whichever is shorter. Professional Liability Insurance in excess of the minimum requirement shall be a point of consideration in negotiations between SETRPC and Offeror.

VI. EVALUATION AND AWARD OF CONTRACTS.

- A. **Evaluation Criteria.** Qualifications shall be evaluated by the SETRPC using the following criteria:

| | | |
|----|------------------------------------|-----------|
| 1. | Expertise and Experience | 35 points |
| 2. | Project Approach/Performance | 25 points |
| 3. | Design Team | 25 points |
| 4. | References | 10 points |
| 5. | General and Background Information | 5 points |

Total **100 points**

B. AWARD OF CONTRACT.

1. This RFQ provides information necessary to prepare and submit a Qualifications Statement for consideration and ranking by SETRPC using the Evaluation Criteria described above. SETRPC will rank the responses in order of the most qualified, based on demonstrated competence and qualifications to perform the services, and then make a determination as to whether or not an informal meeting will be required of the top-ranking firms. If necessary, SETRPC may engage in individual discussions and interviews with two or more Offerors deemed fully qualified, responsible, and suitable based on initial responses, and with professional competence to provide the required services. Offerors shall be encouraged to elaborate on their qualifications, performance data, and staff expertise pertinent to the proposed contract.
2. Proprietary information for competing Offerors shall not be disclosed to the public or to competitors. The Offeror must, with specificity, identify those portions of its Qualification Statements which are "proprietary". Offerors may not designate their entire Qualification Statement "proprietary" and any attempt to do so may result in rejection of same.
3. At the conclusion of the review of the Qualification Statements received, the highest ranked firm will be asked to submit a fee proposal to begin contract negotiations for a fair and reasonable price. The fee for basic services will be either fixed price or a cost reimbursement with an agreed maximum. If a contract is deemed satisfactory and advantageous to SETRPC and can be negotiated at a fair and reasonable fee, the award shall be made to that Offeror. If negotiations are not successful, the negotiations shall be formally terminated, and the Project offered to the next firm for negotiation and possible award of the Contract. Should SETRPC determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror.

VII. GENERAL TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES.

- A. **MANDATORY USE OF SETRPC FORMS AND TERMS AND CONDITIONS:**
Failure to submit a Qualification Statement in accordance with requirements stated in Section No. VI of this RFQ shall be a cause for rejection of same. Return of the complete document is required. Modification of, or additions to, any portion of solicitation may be cause for rejection of the Qualification Statement; however, SETRPC reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such Qualification Statement as non-responsive. Supplementary data and information which respond to inquiries, demonstrate qualifications and expertise, etc., may be attached to the forms.
- B. **DEFAULT:** In case of failure to deliver the reports, documents or services in accordance with the contract terms and conditions, SETRPC, after due oral or written notice, may procure them from other sources and hold Offeror responsible for any resulting additional procurement and administrative costs. This remedy shall be in addition to any

other remedies which SETRPC may have.

- C. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the Offeror in whole or in part without the written consent of SETRPC.
- D. **ANTITRUST:** By entering into a contract, Offeror conveys, sells, assigns and transfer to SETRPC all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and SETRPC, relating to the particular goods or services purchased or acquired by SETRPC under said contract.
- E. **ETHICS IN PUBLIC CONTRACTING:** By submitting their Qualification Statement, all Offerors certify their Qualification Statements are made without collusion or fraud and they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their Qualification Statement, and they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- F. **ANTI-DISCRIMINATION:** In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C., 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C.6102, Section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. 12132, and Federal Transit Law, the successful Offeror agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age or disability. In addition, the successful Offeror agrees to comply with applicable federal implementing regulations and other implementing requirements EDA may issue.
- G. **EQUAL EMPLOYMENT OPPORTUNITY:** The following equal employment opportunity requirements apply to the underlying contract:
1. **Race, Color, Creed, National Origin, Sex.** In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. 5332, the successful Offeror agrees to comply with all applicable equal employment opportunity requirements of the U.S. Department of Labor (USDOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Parts 60 et seq., (which implement Executive Order No. 11246 relating to Equal Employment Opportunity as amended by Executive Order 11375, "Amending executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C., 2000e note), and with any applicable federal statutes, executive orders, regulations, and federal policies that may in the future affect activities undertaken in the course of the project. The successful Offeror agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex or age. 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. In addition, the successful Offeror agrees to comply with any implementing requirements

FTA may issue.

2. Age – In accordance with Section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C, 1212, the successful Offeror agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the successful Offeror agrees to comply with any implementing requirements FTA may issue.
 3. Disabilities – In accordance with Section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C., 12112, the successful Offeror agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, “Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act,” 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the successful Offeror agrees to comply with any implementing requirements FTA may issue.
- H. DEBARMENT STATUS: By submitting their Qualification Statements, all offerors certify they are not currently debarred for submitting Qualification Statements on contracts by any agency of the State of Texas, nor are they an agent of any person or entity that is currently debarred from submitting Qualification Statements on contracts by any agency of the State of Texas.
- I. APPLICABLE LAW AND COURTS: Any contract resulting from this solicitation shall be governed in all respects by the laws of the State of Texas and any litigation with respect thereto shall be brought in the courts of Jefferson County, the State of Texas. Offeror shall comply with applicable federal, state and local laws and regulations.
- J. QUALIFICATIONS OF OFFERORS: SETRPC may make such reasonable investigations, as deemed proper and necessary, to determine the ability of the Offeror to perform the work/furnish the item(s) and the Offeror shall furnish to SETRPC all such information for this purpose as may be requested. SETRPC reserves the right to inspect Offeror’s physical facilities prior to award to satisfy questions regarding Offeror’s capabilities. SETRPC further reserves the right to reject any Qualification Statement if the evidence submitted by, or investigations of, such Offeror fails to satisfy SETRPC that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.
- K. DRUG FREE WORKPLACE POLICY STATEMENT: Offeror acknowledges and certifies that it understands the following acts by the Offeror, employees, and/or agents performing services on SETRPC property are strictly prohibited:
1. The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
 2. Any impairment or incapacitation from the use of alcohol or other drugs. Offeror further acknowledges and certifies that it understands a violation of these prohibitions constitutes breach of contract and may result in default action being taken by SETRPC in addition to any criminal penalties, which may result from such conduct.

- L. **HUB BEST PRACTICES:** SETRPC shall ensure that small, minority, disadvantaged, and women's businesses are considered as sources for acquisitions whenever possible by:
1. choosing the HUB organization in the case of tie bids;
 2. soliciting these businesses whenever they are potential sources;
 3. when economically feasible, dividing total desired services into smaller components to permit maximum participation by these businesses;
 4. if the requirement permits, establishing delivery schedules that will encourage small, minority, disadvantaged, and women's businesses to participate; and
 5. using the services and assistance of the Small Business Administration or the Minority Business Development Agency, as needed.

Offeror is encouraged to make a good faith effort to consider HUBs when subcontracting. Some methods for locating HUBs include utilizing the Texas Comptroller of Public Accounts website <http://www.window.state.tx.us/procurement/cmb1/cmb1hub.html>; utilizing websites or other minority/women directory listings maintained by local Chambers of Commerce; advertising subcontract work in local minority publications; and/or contacting the contracting state agency for assistance in locating available HUBs.

- M. **OPERATING AUTHORITY AND CREDENTIALS:** Wherever and whenever during the course of performing any work under the Contract, Offeror will ensure all motor vehicles utilized to accomplish the terms of the Contract are properly titled, registered, plated and have the required operating authority and credentials in accord with the motor vehicle codes and regulations of the State of Texas.

VIII. SPECIAL TERMS AND CONDITIONS.

- A. **AUDIT:** Offeror agrees to retain all books, records, and other documents relative to the contract for five (5) years after final payment, or until audited by SETRPC, whichever is sooner. SETRPC, its authorized agents, and/or State of Texas auditors shall have full access to and the right to examine any of said materials during said period.
- B. **OWNERSHIP OF MATERIALS:** Ownership of all material and documentation originated and prepared pursuant to this RFQ shall belong exclusively to SETRPC and subject to public inspection in accordance with applicable Texas law. Trade secrets or other proprietary information submitted by a bidder, offeror, or contractor in connection with a procurement transaction may not be subject to disclosure; however, the bidder, offeror, or contractor must invoke the protections of this section prior to or upon submission of the data or other materials and must identify the data or materials to be protected and state the reason why the protection is necessary.
- C. **SUBCONTRACTS:** No portion of the work shall be subcontracted without the prior written consent of SETRPC. In the event that Offeror desires to subcontract some part of the work specified herein, Offeror shall furnish SETRPC the names, qualifications, and experience of its proposed subcontractors. In any event, the Offeror shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of that contract.

IX. REQUIRED FORMS

- A. **Submission Form:** Offerors shall submit a completed Submission Form, included as Attachment 2 to this RFQ.
- B. **Bidder/Offeror Affirmations Required:** Each Offeror shall submit a completed Bidder/Offeror Certification, included as Attachment 3 to this RFQ.
- C. **Conflict of Interest Questionnaire Required:** HB 914 Conflict of Interest Questionnaire: Texas House Bill 914, codified as Chapter 176 of the Local Government Code, requires bidders/offers contracting or seeking to do business with SETRPC to file a Conflict of Interest questionnaire (CIQ). The required questionnaire is located at the Texas Ethics Commission website (<http://www.ethics.state.tx.us/forms/CIQ.pdf>) and a copy is included with this RFQ in Attachment 4. The CIQ must be completed and submitted with the qualification response. Offerors which do not include the CIQ may be disqualified from consideration by SETRPC.
- D. **W-9 Form Required:** Offerors shall submit a completed W-9 form. A copy of this form can be downloaded from <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and also included as Attachment 5 to this RFQ.
- E. **Bidder/Offeror Certification:** Offerors shall sign and submit the Bidder/Offeror Certification, included as Attachment 6 to this RFQ.
- F. **Insurance Coverage:** Offerors shall include a copy of their current Certificate of Insurance that illustrates the current types and levels of coverage Offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for SETRPC.

Attachment 1
Required Insurance

Insurance Requirements for Professional Services

Firm shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Firm, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form CA 0001 covering, Code 1 (any auto), or if Firm has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of Texas, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Professional Liability: (Errors and Omissions)** Insurance appropriate to the Firm’s profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Firm maintains broader coverage and/or higher limits than the minimums shown above, the SETRPC requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Firm. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the SETRPC.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The SETRPC, its officers, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Firm including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Firm’s insurance (at least as broad as ISO Form CG 20 10 11 85 or **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Firm’s insurance coverage shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the SETRPC, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the SETRPC, its officers, officials, employees, or volunteers shall be in excess of the Firm’s insurance and shall not contribute with it.

Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with at least 30 days' notice to the SETRPC.**

Waiver of Subrogation

Firm hereby grants to SETRPC a waiver of any right to subrogation which any insurer of said Firm may acquire against the SETRPC by virtue of the payment of any loss under such insurance. Firm agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the SETRPC has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved in writing by the SETRPC. The SETRPC may require the Firm to provide proof of ability to pay losses and related investigations, claim administrations, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or SETRPC.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Texas with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the SETRPC.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the Firm must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of contract work.

Verification of Coverage

Firm shall furnish the SETRPC with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to SETRPC before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Firm's obligation to provide them. The SETRPC reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Firm shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Firm shall ensure that SETRPC is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

SETRPC reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Attachment 2
RFQ Submission Form

The Firm of: _____

Address: _____

FEIN: _____

The following shall be returned with your submittal. Failure to do so may cause rejection of submittal as non-responsive. It is the responsibility of the Offeror to ensure that he has received all addenda.

ITEM:

- 1. References
- 2. Addenda, if any
- 3. One (1) original and eight (8) copies
- 4. RFQ Response Information
- 5. Attachment 2: RFQ Submission Form
- 6. Attachment 3: Bidder/Offeror Affirmations
- 7. Attachment 4: Conflict of Interest Questionnaire
- 8. Attachment 5: IRS W-9 Form
- 9. Attachment 6: Certification Form
- 10. Certificate of Insurance

Person to contact regarding this submittal: _____

Title: _____

Phone: _____

E-mail: _____

Name of person authorized to bind the Firm: _____

Signature

Date

Attachment 3

BIDDER/OFFEROR AFFIRMATIONS

SETRPC requires Respondents to affirm their compliance with state and federal laws. Respondent affirmations become part of the request and are binding terms and conditions of any resulting contract, purchase order, or Respondent agreement. Any misrepresentation or false statement is a breach of contract which shall void or make voidable any solicitation or resulting contract. Respondent shall affirm all of the following:

- (A) The Respondent 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 a public servant in connection with the submitted bid.
- (B) The Respondent has not received compensation from SETRPC for participation in the preparation of specifications for this RFQ.
- (C) The Respondent certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified grant or contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate.
- (D) The Respondent shall defend, indemnify and hold harmless SETRPC and all of its officers and employees from and against all claims, actions, suits, demands, proceedings, costs, damages and liabilities arising out of, connected with, or resulting from any acts or omissions of the Respondent, employee, subcontractor, or supplier of contractor in execution or performance of the contract.

Name of Offeror

Signature of Authorized Representative

Printed/Typed Name of Authorized Representative

Date

Title of Authorized Representative

Attachment 4
Conflict of Interest Questionnaire

| CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity | | FORM CIQ |
|--|------------------------|-----------------|
| <p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p> | OFFICE USE ONLY | |
| <p>1 Name of vendor who has a business relationship with local governmental entity.</p> | Date Received | |
| <p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p> | | |
| <p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> | | |
| <p>4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.</p> <p style="margin-left: 40px;">A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p style="margin-left: 40px;">B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 80px;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> | | |
| <p>5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.</p> | | |
| <p>6 <input type="checkbox"/> Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).</p> | | |
| <p>7</p> <p style="text-align: center;"> _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> _____ Date </p> | | |

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

Attachment 5 IRS W-9 Form

| | | |
|--|--|---|
| Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service | Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information. | Give Form to the requester. Do not send to the IRS. |
|--|--|---|

| | | |
|--|--|---|
| Print or type. See Specific Instructions on page 3. | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. | |
| | 2 Business name/disregarded entity name, if different from above | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____ | 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i> |
| | 5 Address (number, street, and apt. or suite no.) See instructions. | Requester's name and address (optional) |
| | 6 City, state, and ZIP code | |
| | 7 List account number(s) here (optional) | |

| | | | | | | |
|--|--|-----------------|---|---------------------------------|---|---------------------------------|
| Part I Taxpayer Identification Number (TIN) | Social security number | | | | | |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">[] [] [] []</td> <td style="width: 5%;">-</td> <td style="width: 25%;">[] [] [] []</td> <td style="width: 5%;">-</td> <td style="width: 40%;">[] [] [] [] [] [] [] []</td> </tr> </table> | [] [] [] [] | - | [] [] [] [] | - | [] [] [] [] [] [] [] [] |
| [] [] [] [] | - | [] [] [] [] | - | [] [] [] [] [] [] [] [] | | |
| Note: If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter. | or Employer identification number <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 25%;">[] [] [] []</td> <td style="width: 5%;">-</td> <td style="width: 25%;">[] [] [] []</td> <td style="width: 5%;">-</td> <td style="width: 40%;">[] [] [] [] [] [] [] []</td> </tr> </table> | [] [] [] [] | - | [] [] [] [] | - | [] [] [] [] [] [] [] [] |
| [] [] [] [] | - | [] [] [] [] | - | [] [] [] [] [] [] [] [] | | |

| |
|--|
| Part II Certification |
| Under penalties of perjury, I certify that: |
| 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct. |
| Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later. |

| | | |
|------------------|----------------------------|--------|
| Sign Here | Signature of U.S. person ▶ | Date ▶ |
|------------------|----------------------------|--------|

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Attachment 6
CERTIFICATION FORM

In submitting this Certification, the undersigned certifies on behalf of its firm and any proposed subcontractors as follows:

1. **Restriction on Lobbying Certification:** Certifies that any person who makes a prohibits expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure.
2. **Non-Collusion:** Has made this Statement of Certification independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to this Request for Statement of Certification with any other Firm or with any other competitor.
3. **Affirmative Action/DBE:** Is in compliance with the Common Grant Rules affirmative action and Department of Transportation’s Disadvantaged Business Enterprise requirements.
4. **Non-Conflict:** Represents and warrants that no employee, official, or member of SETRPC is or will be pecuniary benefited directly or indirectly in this Contract.
5. **Non-Inducement:** The undersigned hereby certifies that neither it nor any of its employees, representatives, or agents have offered or given gratuities (in the form of entertainment, gifts, or otherwise) to any director, officer, or employee of SETRPC with the view toward securing favorable treatment in the awarding, amending, or the making of any determination with respect to the performance of this Contract.
6. **Debarment and Suspension Certification:** Certifies that it is not included on the U.S. Comptroller General’s Consolidated List of Person’s or Firms currently debarred for violations of various contracts incorporating labor standards and provisions, and from Federal programs under DOT regulations 2CFR Parts 180 and 1200, or under the FAR at 48 CFR Chapter 1, Part 9.4.
7. **Integrity and Ethics:** Has a satisfactory record of integrity and business ethics in compliance with 49 U.S.C. Section 5325(j)(2)(A).
8. **Public Policy:** Is in compliance with the public policies of the Federal Government, as required by 49 U.S.C. Section 5235(j)(2)(B).
9. **Administrative and Technical Capacity:** Has the necessary organization, experience, accounting, and operational controls, and technical skills, or the ability to obtain them, in compliance with 49 U.S.C. Section 5325(j)(2)(D).
10. **Licensing and Taxes:** Is in compliance with applicable licensing and tax laws and regulations.
11. **Financial Resources:** Has, or can obtain, sufficient financial resources to perform the contract, as required by 49 U.S.C. Section 5325 (j)(2)(D).
12. **Production Capability:** Has, or can obtain, the necessary production construction, and technical equipment and facilities.
13. **Timeliness:** Is able to comply with the required delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
14. **Performance Record:** Is able to provide a satisfactory current and past performance record.

Signature

Printed Name

Title

Date

EXHIBIT "B"
COST PER COUNTY

1) Population by County (2020)

- a. Jefferson County: 256,526
- b. Hardin County: 56,231
- c. Orange County: 84,808
- d. Jasper County: 32,980

TOTAL POPULATION OF FOUR (4) COUNTY REGION: 430,545

2) Percentage by County

- a. Jefferson County: 59.58%
- b. Hardin County: 13.06%
- c. Orange County: 19.70%
- d. Jasper County: 7.66%

3) Cost Pro-rata Share per County

- a. Jefferson County: \$133,782
- b. Hardin County: \$29,325
- c. Orange County: \$44,229
- d. Jasper County: \$17,200

TOTAL COST OF FOUR (4) COUNTY REGION: \$224,536.00

Jefferson County Courthouse
P.O. Box 4025
Beaumont, Texas 77704



Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

JEFF R. BRANICK
County Judge

Homeowner Offer Letter

February 20, 2024

Charles and Sabrina Killingsworth
11514 Cuniff Road
Beaumont, Texas 77705

Re: Offer to Purchase
11514 Cuniff Road, Beaumont, Texas 77705

Dear Mr. and Mrs. Killingsworth,

This letter and package pertain to your property, 11514 Cuniff Road, Beaumont, Texas 77705 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

| Purchase Price | |
|---|---------------------|
| The Pre-Storm Fair Market Value of your property is: | \$131,925.00 |
| As determined by: | Appraisal |
| Applicable Duplication of Benefits: | 0 |
| Total Offer Amount: | \$131,925.00 |
| Moving Stipend | 0 |
| Total Assistance and/or Incentive Amount (up to): | 0 |

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$131,925.00**, you qualify for housing assistance and/or incentive/s for a total up to **\$0** as of **2/20/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$0**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 11514 Cuniff Road, Beaumont, TX 77705

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

| Table 1. Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives | | |
|---|--|--|
| | Buyout Benefits | Eligibility |
| Purchase Price | Pre-storm Fair Market Value. | \$131,925.00 |
| Moving Stipend | Buyout moving expense will be covered as a stipend of \$5,000. | \$0 |
| Replacement Housing Assistance | The replacement housing assistance is necessary due to the increased housing cost. | \$ -0- (up to for an existing home) |
| Incentives | | |
| Locality Incentive | Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment. | \$ 0 If applicable |
| Down Payment Incentive | Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel. | \$ -0- (up to) |
| Rehabilitation Incentive | Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines. | \$ -0- If applicable |
| Total Housing Assistance and/or Incentive/s amount as of 02/20/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable) | | \$131,925.00 |

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

Jeff Branick
County Judge

Jefferson County Community Development
Block Grant Disaster Recovery-Voluntary
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to \$0 in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 120 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

Charles Killingsworth

Date

Sabrina Killingsworth

Date

Jefferson County Courthouse
 P.O. Box 4025
 Beaumont, Texas 77704



Beaumont (409) 835-8466
 Pt. Arthur (409) 727-2191 Ext. 8466
 Facsimile (409) 839-2311

JEFF R. BRANICK
 County Judge
 Homeowner Offer Letter

February 20, 2024

Dianna Copeland
 1652 Ave I
 Beaumont, Texas 77701

Re: Offer to Purchase
 1652 Ave I, Beaumont, Texas 777001

Dear Ms. Copeland,

This letter and package pertain to your property, 1652 Ave I, Beaumont, Texas 77701 and your current status in the Jefferson County Disaster Recovery Voluntary Acquisition/Buyout Program. It is the County's understanding that you wish for your property to be purchased under this program voluntarily.

The County is likewise interested in acquiring your property using funds from the U.S. Department of Housing and Urban Development under the Community Development Block Grant Disaster Recovery Program 2017. Please be advised that, although Jefferson County possesses eminent domain authority to acquire property, if you are no longer interested in selling your property or we cannot reach an amicable agreement for the purchase of your property, we will not pursue its acquisition under eminent domain. Your property is not a necessary part of any proposed project and is not part of an intended, planned, or designated project area where substantially all of the property within the area is to be acquired.

This letter, and the attached documents represent the offer to you by the County in order to purchase your property.

| | |
|---|---|
| Purchase Price | |
| The Pre-Storm Fair Market Value of your property is: | \$70,452.00 |
| As determined by: | Appraisal |
| Applicable Duplication of Benefits: | \$0 |
| Total Offer Amount: | \$70,452.00 |
| Moving Stipend | \$5,000.00 (subject to GLO approval) |
| Total Assistance and/or Incentive Amount (up to): | \$35,000.00 (subject to GLO approval of stipend) |

The Jefferson County is offering a replacement housing assistance and/or incentives for the Disaster Recovery-Voluntary Buyout Program. It has been determined that, in addition to the Purchase Price of **\$70,452.00**, you qualify for housing assistance and/or incentive/s for a total up to **\$35,000.00** as of **2/20/2024**. In addition, for voluntary owner-occupied buyouts, moving expenses will be covered as a stipend of **\$5,000.00 (subject to GLO approval)**. Please refer to the Program Award Determination Worksheet enclosed for further information.

Program Award Determination Worksheet

Damaged Property Address: 1652 Ave I, Beaumont, Texas 77701

New Homeowner Address: To Be Determined

In order to qualify for the replacement housing assistance and/or incentives and in an effort to prevent fraud, waste and abuse of the program award, to be eligible for the replacement housing assistance and/or incentives, owner participants must meet the following criteria set forth in Table 1.

| Table 1 Jefferson County Disaster Recovery-Voluntary Buyout Program Assistance and/or Incentives | | |
|---|--|---|
| | Buyout Benefits | Eligibility |
| Purchase Price | Pre-storm Fair Market Value. | \$70,452.00 |
| Moving Stipend | Buyout moving expense will be covered as a stipend of \$5,000. | \$5,000.00 (subject to GLO approval) |
| Replacement Housing Assistance | The replacement housing assistance is necessary due to the increased housing cost. | \$ -0- (up to for an existing home) |
| Incentives | | |
| Locality Incentive | Jefferson County will offer all owner-occupied homeowners that choose to move outside a floodplain and remain inside Jefferson County a locality incentive payment. | \$ 35,000.00 If applicable |
| Down Payment Incentive | Provided as gap financing to cover up to 100 percent of down payment and closing costs for a replacement home. Eligible homebuyers can qualify for a forgivable loan of up to \$35,000 to either purchase an existing property or contract to build a new home on a vacant parcel. | \$ -0- (up to) |
| Rehabilitation Incentive | Provided as an incentive to households to rehabilitate their replacement home to meet decent, safe, and sanitary standards. The rehabilitation incentives will follow the rehabilitation caps set by the Rehabilitation and Reconstruction Program Guidelines. | \$ -0- If applicable |
| Total Housing Assistance and/or Incentive/s amount as of 02/20/24 Closing costs will be calculated & awarded on final award as determined at closing (if applicable) | | \$110,452.00 |

Included within this package are several documents that require homeowner signature, that indicate homeowner's acceptance of the County's offer. Please sign *all* documents requested in this package.

Once these required documents are received, Jefferson County Real Property Division will work with Stewart Title Company, 3050 N. Dowlen Road, Suite G, Beaumont, TX 77706 to schedule a closing date and notify you once the date has been scheduled.

If at any time after you review these documents, prior to closing you have any questions, please feel free to contact Delores Chevis.

Sincerely,

Jeff Branick
County Judge

Jefferson County Community Development
Block Grant Disaster Recovery-Voluntary
Buyout Program

Determination of Assistance and Incentive(s) Payments

Jefferson County Community Services Department has reviewed the status of the ownership and has determined that the homeowner/s, is/are eligible for a total up to **\$35,000.00** in the Disaster Recovery-Voluntary Buyout Program in Housing Assistance and/or Incentives of this document.

If the homeowner purchases another property in Jefferson County after the damaged property transaction has been completed, and within 120 days of the closing date, the homeowner/s will be responsible for contacting the County and providing the required documentation to the County before receiving the purchase incentive.

By my signature, I acknowledge that I have read, understand, and accept Jefferson County's offer as indicated in this packet.

Homeowner:

Dianna Copeland

Date

**SUBRECIPIENT AGREEMENT FOR AMERICAN RESCUE PLAN ACT
SLFRF FUNDS**

This Subrecipient Agreement ("Agreement") is entered into by and between the County of Jefferson, Texas (the "County") and Recovery Council of Southeast Texas (the "Subrecipient"), individually referred to as "Party" and jointly referred to as "Parties." The purpose of this Agreement is to provide funding to the Subrecipient from funds provided to the County by the U.S. Department of Treasury ("Treasury") pursuant to Sections 602 and 603 of the Social Security Act, as added by section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (Mar. 11, 2021) ("ARPA"), which authorized the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to enable the Subrecipient to carry out specific eligible activities on behalf of the County; and

WHEREAS, the County has received SLFRF funds from Treasury under ARPA; and

WHEREAS, the County is authorized by ARPA to disburse all or a portion of its SLFRF funds to Subrecipients, which carry out eligible uses on behalf of the County; and

WHEREAS, the Subrecipient has applied to the County for an eligible use of SLFRF funds; and

WHEREAS, based on the Subrecipient's project information and request for SLFRF funds in the form attached hereto as **Exhibit A**, the County has determined that the Subrecipient's Project in **Exhibit A** is an eligible use of SLFRF funds under ARPA; and

WHEREAS, the County has awarded the Subrecipient SLFRF funds in the amount of \$ 600,000.00 (the "Award"), subject to the County and the Subrecipient entering into this Agreement with respect to the use of said funds.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the County and the Subrecipient agree as follows:

1. SCOPE OF PROJECT; ELIGIBLE USE OF AWARD FUNDS

- A. The County shall pay the Subrecipient the Award to cover necessary expenses related to the activities specifically described in the Subrecipient's application (the "Project"). If there is a conflict between the terms and provisions in the Subrecipient's application and this Agreement, the terms of this Agreement shall govern.
- B. The Subrecipient shall only use the Award to cover expenses that are necessary for the completion of the Project and are eligible under ARPA and this Agreement.
- C. The Subrecipient may revise the scope of the Project with the approval from the Jefferson County Commissioners Court, where such revisions to the Project do not materially alter the Project or cause the use of the Award for the revised Project to constitute an ineligible use of SLFRF funds or constitute a change in the category of eligible use of SLFRF funds. In no event shall a revision to the scope of the Project entitle the Subrecipient to an additional allocation of SLFRF funds by the County unless Subrecipient makes a request to the County for additional funds. The Jefferson County Commissioners Court, in its sole discretion, may approve and authorize additional SLFRF funds for

the Project. However, no such additional allocation is guaranteed.

- D. Once the Project is completed, all costs for the management, operation, maintenance, and repair and replacement of the Project (as applicable) shall be the sole responsibility of the Subrecipient. The County shall have no liability, financial or otherwise, with respect to the management, operation, maintenance, repair or replacement of the Project.

2. TERM OF AGREEMENT

The term of this Agreement begins on the date this Agreement is fully executed by the Parties and ends on December 31, 2026. Notwithstanding other provisions of this Agreement, this Agreement will remain in effect until the County determines that the Subrecipient has completed all applicable administrative actions, reporting requirements, and all Project work required by and set forth in this Agreement. Should Subrecipient require additional time for auditing of or reporting for the Project in accordance with ARPA and this Agreement shall be deemed automatically extended until said audit and reporting is completed.

3. PAYMENTS

- A. *Reimbursement Payment.* The County shall pay the Award to Subrecipient on a reimbursement basis. The Subrecipient shall submit reimbursement requests to the County Auditor no later than 15 days after the end of each calendar quarter for the duration of the Project. Such requests shall be in a form acceptable to the County and include, where applicable for construction projects, certification by the Subrecipient's engineer that the amounts are eligible Project costs. The Subrecipient may not request reimbursements under this Agreement for work that has not been completed.
- B. *Advance Payment.* The County, in its discretion, may elect to pay the Subrecipient in advance for its allowable costs for the Project identified by this Agreement upon the presentation of all forms and documents as may be required by the County. Advance payments must be limited to the minimum amounts needed and timed to be in accordance with the Subrecipients actual, immediate cash requirements in carrying out and completing the work of the Project.
- C. *Withholding or Cancellation of Funds.* The County reserves the right to withhold payments until Subrecipient timely delivers reimbursement requests or documents as may be required under this Agreement. Upon completion of the Project, the County may cancel payment of any portion of the Award that the County determines to be surplus. The County shall be relieved of any obligation for payments if funds allocated to the County cease to be available for any cause other than misfeasance of the County itself.
- D. *Where Payments Are Made.* Payments shall be made by check or electronic deposit into Subrecipient's bank account, according to a process established by the County Auditor.
- E. *Recoupment.* The Award is subject to recoupment by Treasury and/or the County for the Subrecipient's failure to use the funds for the Project in strict accordance with ARPA and this Agreement.

4. OBLIGATION AND EXPENDITURE TIMING REQUIREMENTS; REPORTING REQUIREMENTS

- A. *Timing Requirements.* Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.
- B. *Reporting Requirements.* The Subrecipient shall submit such reports and adhere to all conditions and obligations as are required by the County including, but not limited to, the SLFRF Reporting Requirements attached to this Agreement as **Exhibit B**. Such reporting requirements shall extend beyond the term of this Agreement. The County reserves the right to inspect, at any time, the Subrecipient's records that are related to the Project and/or Subrecipient's performance of this Agreement. Notwithstanding any record retention policies, Subrecipient shall maintain all documentation associated with the Project for the period required by State law or Federal law or seven (7) years after Closeout, whichever is greater.

5. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

In addition to the requirements set forth in ARPA use of the Award may be subject to various other Federal, State, and Local laws. Subrecipient shall comply with all applicable Federal, State, and Local laws and regulations with respect to its receipt and use of the Award pursuant to this Agreement.

6. RETURN OF FUNDS; RECOUPMENT

The Subrecipient must return Award funds not expended by December 31, 2026.

If the County determines that the Subrecipient's use of the Award does not comply with ARPA or this Agreement, the County shall provide the Subrecipient with an initial written notice of the amount subject to recoupment, along with an explanation of such amounts. Within 30 calendar days of receipt of such notice from Treasury or the County, the Subrecipient may submit to the County either (1) a request for reconsideration requesting the County seek a reconsideration of any amounts subject to recoupment or (2) written consent to the notice of recoupment.

If the Subrecipient has not submitted a reconsideration request, or if the County denies the reconsideration request, the Subrecipient shall repay the amount subject to recoupment within 30 calendar days of the request for consideration deadline or the County's denial of the request.

7. FAILURE TO PERFORM

If Subrecipient fails to comply with any terms or conditions of this Agreement, or to provide in any manner the activities or other performance as agreed to herein, the County reserves the right to:

- A. withhold all or any part of payment pending correction of the deficiency;
- B. or suspend all or part of this Agreement.

Further, any failure to perform as required pursuant to this Agreement may subject the Subrecipient to recoupment as set forth under ARPA, SLFRF, and this Agreement. The option to withhold funds is in addition to, and not in lieu of, the County's right to terminate as provided in Section 8 below. The County may also consider performance under this Agreement when considering future awards.

8. TERMINATION

A. *Termination for Cause.* The County may terminate this Agreement for cause if the Subrecipient fails to comply with the terms and conditions of this Agreement and any of the following conditions exist:

1. The lack of compliance with the provisions of this Agreement is of such scope and nature that the County deems continuation of this Agreement to be substantially non-beneficial to the public interest;
2. The Subrecipient has failed to take satisfactory corrective action as directed by the County or its authorized representative within the time specified by the same; or
3. The Subrecipient has failed within the time specified by the County or its authorized representative to satisfactorily substantiate its compliance with the terms and conditions of this Agreement.

The County shall initiate termination for cause by providing notice to the Subrecipient of its intent to terminate for cause, accompanied by a written justification for the termination. After receiving the notice of termination for cause, the Subrecipient shall have 30 calendar days to cure the cause for termination. If the Subrecipient has not cured the cause for termination within 30 days of receipt of the notice, the County may pursue such remedies as are available by law, including, but not limited to, the termination of this Agreement in whole or in part, and thereupon shall notify in writing the Subrecipient of the termination, the reasons for the termination, and the effective date of the termination. Upon termination, any outstanding Award funds held by the Subrecipient are subject to recoupment by the County in accordance with ARPA, the SLFRF program, and this Agreement. Any costs resulting from obligations incurred by the Subrecipient after termination of this Agreement are not allowable and will not be reimbursed by the County unless specifically authorized in writing by the County.

B. *Termination for Convenience.* This Agreement may be terminated for convenience, in whole or in part, by written mutual agreement of the Parties.

C. *Termination for Withdrawal, Reduction, or Limitation of Funding.* In the event funding is not received from the Federal Government, or is withdrawn, reduced, modified or limited in any way after the effective date of this Agreement and prior to its normal completion, the County may summarily terminate this Agreement as to the funds not received, reduced, modified, or limited, notwithstanding any other termination provision in this Agreement. If the level of funding is reduced to such an extent that the County deems that the continuation of the Project covered by this Agreement is no longer in the best interest of the public, the County may summarily terminate this Agreement in whole notwithstanding any other termination provisions in this Agreement. Termination under this Section shall be effective upon receipt of written notice by the Subrecipient or its representative.

9. CLOSEOUT

Upon termination of this Agreement, in whole or in part for any reason, including completion of the Project, the following provisions apply:

- A. Upon written request by the Subrecipient, the County will make or arrange for payment to the Subrecipient of allowable reimbursable costs not covered by previous payments.
- B. The Subrecipient shall submit within 30 calendar days after the date of expiration of this Agreement, all financial, performance and other reports required by this Agreement, and in addition, will cooperate in a Project audit by the County or its designee;
- C. Closeout of funds will not occur unless all requirements of this Agreement and Federal, State, and Local law are met and all outstanding issues with the Subrecipient are completed. Any unused Award funds in Subrecipient's possession or control shall be immediately returned to the County.

10. INDEMNIFICATION

Any Award funds which are determined by the County to be ineligible under ARPA shall be subject to recoupment. To the greatest extent permitted by law, the Subrecipient shall indemnify and hold harmless the County, its appointed and elected officials, representatives and employees from any liability, loss, costs (including attorney fees), damage or expense, incurred because of actions, claims or lawsuits for damages resulting from misuse of Award funds by the Subrecipient, personal or bodily injury, including death, sustained or alleged to have been sustained by any person or persons and on account of damage to property, arising or alleged to have arisen out of the performance of this Agreement, whether or not such injuries to persons or damage to property is due to the negligence of Subrecipient, its subcontractors, agents, successors or assigns.

11. NOTICES

Any notices required to be given by the County or the Subrecipient shall be in writing and delivered to the following representatives for each party:

Jefferson County, Texas
 Judge Jeff Branick – County Judge
 1149 Pearl 4th Floor
 Beaumont, TX 77701

jeff.branick@jeffcotx.us

Recovery Council of Southeast Texas
 Texas Thomas Aardahl, CEO
 4675 Washington Blvd.
 Beaumont, TX 77707

taardahl@rcsetx.org

12. RESERVATION OF RIGHTS

Failure to insist upon strict enforcement of any terms, covenants, or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of any right or power granted through this

Agreement at any time be construed as a total and permanent waiver of such right or power.

13. FURTHER ASSURANCE

Each of the Parties shall cooperate in good faith with the other to execute and deliver such further documents, to adopt any resolutions, to take any other official action and to perform such other acts as may be reasonably necessary or appropriate to consummate and carry into effect the transactions contemplated under this agreement.

Subrecipient shall, in good faith and to the greatest extent possible, complete the Project in accordance with the Subrecipient's proposed project timeline identified in Exhibit A. Subrecipient acknowledges that time is of the essence, and Subrecipient shall exercise due diligence to complete the project in a timely manner.

14. ASSIGNMENT

The Subrecipient shall not assign any portion of the Award, nor responsibility for completion of the Project provided for by this Agreement, to any other party.

15. AMENDMENTS

This Agreement cannot be amended or modified except in writing, signed by both Parties.

16. VENUE AND CHOICE OF LAW

If either party to this Agreement initiates any legal or equitable action to enforce the terms of this Agreement, to declare the rights of the parties under this Agreement, or which relates to this Agreement in any manner, the County and Subrecipient agree that the proper venue for such action is Jefferson County, Texas. This Agreement shall be governed by the laws of the State of Texas, both as to interpretation and performance.

17. SEVERABILITY

If any part of this Agreement is held by the courts to be illegal or in conflict with any law, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part held to be invalid.

18. INTEGRATED DOCUMENT

This Agreement, together with all exhibits and attachments, which are incorporated by reference, constitute the entire agreement between the Parties. There are no other agreements, written or oral, that have not been fully set forth in the text of this Agreement.

19. NO THIRD-PARTY BENEFICIARY

Nothing in this Agreement shall create or be interpreted to create any rights in or obligations in favor of any person or entity not a party to this agreement. Except for the Parties to this agreement, no person or entity is an intended third-party beneficiary under this agreement.

20. HEADINGS

The section headings of this agreement are for the purposes of reference only and shall not limit or define the meaning thereof.

21. AUTHORITY TO SIGN

The persons executing this Agreement on behalf of the Subrecipient represent that one or both of them has the authority to execute this Agreement and to bind the Subrecipient to its terms.

JEFFERSON COUNTY, TEXAS

SUBRECIPIENT

Jeff Branick
County Judge
Jefferson County, Texas

Thomas Aardahl
CEO
Recovery Council of Southeast Texas

Date

Date

ATTEST:

ATTEST:

Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

Carrie Arriete
Director of Business Operations
Recovery Council of Southeast Texas

Date

Date

EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Recovery Council of Southeast Texas

Subrecipient Mailing Address

4675 Washington Blvd.
Beaumont, Texas 77707

Subrecipient Primary Contact

Name: Thomas Aardahl
Title: CEO
Email: taardahl@rcsetx.org
Phone #: (409) 338-3744

Subrecipient Secondary Contact

Name: Carrie Arriete
Title: Director of Business Operations
Email: carriete@rcsetx.org
Phone #: (409) 658-0663

Subrecipient Unique Entity Identifier

CTY3AC11HPE5

SLFRF Subaward Amount

\$ 600,000.00

Project Name

Renovations to existing program facilities

Project Physical Address

4675 Washington Blvd #C
Beaumont, TX 77707

Project Description

Renovations to existing multi-structure facility including parking improvements, expansion of inpatient capacity to include a 10 bed female residential inpatient program and improvements to existing male residential inpatient program facilities.

Project Goals / Intended Outcomes

Renovate current multi-building facility to establish new female inpatient program increasing treatment capacity and to provide better program care and resources to existing male inpatient program.

Approved Activities / Scope of Work

1. Administrative
2. Operations / Equipment
3. Design and Engineering
4. Project Management, Monitoring and Inspection
5. Permitting and Fees
6. Site Work Contract
7. General Construction Contract
- 8.
- 9.
- 10.

Jefferson County Approval & Date

Subrecipient Signature & Date

EXHIBIT B SLFRF REPORTING REQUIREMENTS

A. Applicable Statutes, Rules, and Guidance

The statutes, rules, and regulations set forth in the Agreement apply with respect to the reporting obligations set forth herein. All terms used herein have the definitions set forth in the Agreement or, if not specified in the Agreement, as set forth in ARPA and SLFRF publications or as defined by the County. Additionally, Treasury's publication entitled the "Compliance and Reporting Guidance" ("Compliance Guidance") and Treasury's "Project and Expenditure Report User Guide for State and Local Fiscal Recovery Funds" ("User Guide") apply as noted herein. In addition, the Uniform Administrative Requirements for Federal Awards in 2 CFR Part 200 apply to the Award under this Agreement.

B. Important Concepts

Recipients, Subrecipients, Subawards, and Projects

The definition of "recipient" includes counties that receive a payment under section 602(b) or 603(b) of the Social Security Act. 31 CFR § 3. In this case and as set forth in the Agreement, the County is the recipient of SLFRF funds.

A "subrecipient" includes any non-Federal entity that receives a subaward from a recipient to carry out part of a Federal program, in this case the SLFRF program. See 2 CFR §200.93. Entities that receive a subaward from the County to carry out the SLFRF program are subrecipients, as defined in the Agreement.

A "subaward" is an award of SLFRF funds provided to a subrecipient by a recipient to carry out the SLFRF program.

"Projects" are defined as a group of closely related activities that are intended to meet a certain goal or directed toward a common purpose or "new or existing eligible government services or investments funded in whole or in part by SLFRF funding."

Eligible Costs Timeframe

Under this Agreement, the Subrecipient may use Award funds to cover eligible costs incurred from March 3, 2021 to December 31, 2026, as long as the obligations are incurred by December 31, 2024 and liquidated by December 31, 2026.

Obligations

SLFRF funds defines an obligation as "an order placed for property and services and entering into contracts, subawards, and similar transactions that require payment." 31 CFR § 35.3. The Project and Expenditure Report User Guide also includes contracts as obligations. Obligation is similarly defined as "orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non-Federal entity during the same or a future period."

For purposes of the Agreement, an obligation is incurred by Subrecipient when the Subrecipient enters into a contract with a contractor, service provider, or supplier with respect to and in furtherance of the Project; the Agreement between the Subrecipient and the County does not constitute an obligation for purposes of Subrecipient's compliance with the Rule.

Expenditures

Reporting must be consistent with the definition of "expenditure" in 2 CFR Part 200. The Uniform Administrative Requirements for federal awards define "expenditures" as "charges made by a non-Federal entity to a project or program for which a federal award was received." 2 CFR § 200.1; 2 CFR § 200.34. However, the definition does not clarify whether the "non-Federal entity" is the recipient or the subrecipient. According to the User Guide, an expenditure is "when the service has been rendered or the good has been delivered to the entity, and payment is due." This definition similarly does not clarify whether "the entity" is the recipient or the subrecipient. For a subrecipient, the service or goods would be delivered to the subrecipient, and then the subrecipient would ask the recipient for funds. Expenditures may be reported on a cash or accrual basis, but the methodology must be disclosed and consistently applied.

For purposes of this Agreement and the Subrecipient's reporting obligations under this Agreement and Exhibit, the County will consider funds "obligated" when the Subrecipient incurs the obligation (enters into a contract with a contractor or supplier) and "expended" payment is due to a contractor or supplier under that contract and payment is made by the Subrecipient.

C. Required Information for Project and Expenditure Reports

Since the County is required to submit quarterly or annual Project and Expenditure reports the Subrecipient is required to provide the County with the necessary information on the Subrecipient's Project in a timely manner so that the County can comply with its reporting obligations under ARPA. The Subrecipient shall provide necessary information to the County within 15 days of the end of each quarter to facilitate the County's filing of such reports. The County will furnish Subrecipient with forms or links to submit information for the Project and Expenditure reports.

Subrecipients **must be** registered in SAM.gov and must provide a Unique Entity Identifier (UEI) number, or its Taxpayer Identification number (TIN), to the County in order to receive ARPA funds.

D. Civil Rights Compliance

The Treasury will request information regarding Subrecipient's compliance with Title VI of the Civil Rights Act of 1964 on an annual basis. This may include a narrative describing the Subrecipient's compliance in addition to other questions or assurances.

| NAME | AMOUNT | CHECK NO. 209 | TOTAL |
|-------------------------------------|----------|---------------|-------------|
| JURY FUND | | | |
| DAWN DONUTS | 130.50 | 514998 | |
| CHAPMAN VENDING | 112.65 | 515028 | 243.15** |
| ROAD & BRIDGE PCT.#1 | | | |
| ART SIGNS & DECALS | 88.00 | 514857 | |
| ENTERGY | 101.65 | 514877 | |
| DEPARTMENT OF INFORMATION RESOURCES | .01 | 514915 | |
| REPUBLIC SERVICES | 73.61 | 514997 | 263.27** |
| ROAD & BRIDGE PCT.#2 | | | |
| ACE IMAGEWEAR | 39.84 | 514893 | |
| DEPARTMENT OF INFORMATION RESOURCES | .04 | 514915 | |
| BUMPER TO BUMPER | 310.10 | 514954 | |
| CENTERPOINT ENERGY RESOURCES CORP | 382.28 | 514955 | |
| NEW WAVE WELDING TECHNOLOGY | 12.40 | 514961 | |
| REPUBLIC SERVICES | 83.13 | 514997 | |
| GULF COAST | 185.26 | 515018 | 1,013.05** |
| ROAD & BRIDGE PCT. # 3 | | | |
| ADAMS BACKHOE SERVICE | 1,838.00 | 514848 | |
| FARM & HOME SUPPLY | 44.71 | 514870 | |
| ENTERGY | 47.08 | 514877 | |
| PHILPOTT MOTORS, INC. | 6.47 | 514886 | |
| SEABREEZE CULVERT, INC. | 554.00 | 514892 | |
| S.E. TEXAS BUILDING SERVICE | 162.50 | 514894 | |
| LOWE'S HOME CENTERS, INC. | 269.16 | 514943 | |
| ALL SERV INDUSTRIAL LLC | 318.72 | 514964 | |
| REPUBLIC SERVICES | 73.61 | 514997 | |
| TRUX SERVICE BODY & RIGGING LLC | 8,486.00 | 515017 | 11,787.31** |
| ROAD & BRIDGE PCT.#4 | | | |
| JOHNSTONE SUPPLY | 170.20 | 514854 | |
| AUDILET TRACTOR SALES | 273.48 | 514858 | |
| COASTAL WELDING SUPPLY INC | 223.55 | 514864 | |
| CASH ADVANCE ACCOUNT | 1,527.14 | 514880 | |
| M&D SUPPLY | 155.87 | 514882 | |
| DEPARTMENT OF INFORMATION RESOURCES | .04 | 514915 | |
| UNITED STATES POSTAL SERVICE | 16.59 | 514940 | |
| MARTIN PRODUCT SALES LLC | 257.60 | 514956 | |
| ON TIME TIRE | 1,325.00 | 514979 | |
| SILSBEE FORD INC | 824.09 | 514987 | |
| REPUBLIC SERVICES | 226.45 | 514997 | |
| REXEL USA INC | 133.16 | 515007 | |
| GULF COAST | 1,648.35 | 515018 | |
| MUNRO'S UNIFORM SERVICES, LLC | 64.75 | 515034 | |
| AMAZON CAPITAL SERVICES | 74.45 | 515037 | |
| CITIBANK NA | 58.07 | 515039 | |
| MODERN CONCRETE & MATERIALS LLC | 440.52 | 515044 | |
| TEXAS ORG OF BLACK COUNTY COMMISSIO | 100.00 | 515047 | 7,519.31** |
| ENGINEERING FUND | | | |
| ODP BUSINESS SOLUTIONS, LLC | 590.00 | 515033 | 590.00** |
| PARKS & RECREATION | | | |
| CITY OF PORT ARTHUR - WATER DEPT. | 129.21 | 514862 | |
| CITIBANK NA | 302.02 | 515039 | 431.23** |
| GENERAL FUND | | | |
| CBC COMPANIES | 100.00 | 515056 | 100.00* |
| TAX OFFICE | | | |

| NAME | AMOUNT | CHECK NO. ²¹⁰ | TOTAL |
|-------------------------------------|-----------|--------------------------|------------|
| ACE IMAGEWEAR | 42.84 | 514893 | |
| DEPARTMENT OF INFORMATION RESOURCES | 1.54 | 514915 | |
| UNITED STATES POSTAL SERVICE | 486.15 | 514938 | |
| UNITED STATES POSTAL SERVICE | 537.59 | 514940 | |
| ROCHESTER ARMORED CAR CO INC | 378.40 | 514970 | |
| REPUBLIC SERVICES | 36.80 | 514997 | |
| DESIGN CHUTE LLC | 95.00 | 515000 | 1,578.32* |
| COUNTY HUMAN RESOURCES | | | |
| UNITED STATES POSTAL SERVICE | 9.50 | 514938 | |
| UNITED STATES POSTAL SERVICE | 3.84 | 514940 | 13.34* |
| AUDITOR'S OFFICE | | | |
| UNITED STATES POSTAL SERVICE | 8.27 | 514938 | |
| UNITED STATES POSTAL SERVICE | 14.32 | 514940 | |
| INSIGHT PUBLIC SECTOR INC | 449.85 | 514989 | |
| ODP BUSINESS SOLUTIONS, LLC | 195.68 | 515033 | 668.12* |
| COUNTY CLERK | | | |
| UNITED STATES POSTAL SERVICE | 283.48 | 514938 | |
| UNITED STATES POSTAL SERVICE | 531.28 | 514940 | |
| FUNCTION 4 LLC | 374.00 | 515003 | |
| ODP BUSINESS SOLUTIONS, LLC | 69.08 | 515033 | 1,257.84* |
| COUNTY JUDGE | | | |
| UNITED STATES POSTAL SERVICE | 33.84 | 514938 | |
| UNITED STATES POSTAL SERVICE | 9.68 | 514940 | |
| ROCKY LAWDERMILK | 2,250.00 | 514944 | |
| FRED JACKSON | 192.96 | 514962 | |
| HARVEY L WARREN III | 1,350.00 | 514968 | |
| BRITTANIE HOLMES | 500.00 | 514981 | |
| WILLIAM FORD DISHMAN | 500.00 | 514986 | |
| SNIDER LAW FIRM PLLC | 500.00 | 514988 | |
| CITIBANK NA | 135.00 | 515039 | 5,471.48* |
| RISK MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | .64 | 514938 | |
| INSIGHT PUBLIC SECTOR INC | 449.85 | 514989 | 450.49* |
| COUNTY TREASURER | | | |
| UNITED STATES POSTAL SERVICE | 224.45 | 514938 | |
| UNITED STATES POSTAL SERVICE | 160.75 | 514940 | 385.20* |
| PRINTING DEPARTMENT | | | |
| PARKER BUSINESS FORMS | 497.75 | 514965 | |
| LINDENMEYR MUNROE | 437.38 | 515024 | |
| BOSWORTH PAPERS | 81.42 | 515026 | |
| AMAZON CAPITAL SERVICES | 40.23 | 515037 | 1,056.78* |
| PURCHASING DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 14.76 | 514938 | |
| UNITED STATES POSTAL SERVICE | 2.91 | 514940 | |
| ODP BUSINESS SOLUTIONS, LLC | 161.93 | 515033 | 179.60* |
| GENERAL SERVICES | | | |
| CASH ADVANCE ACCOUNT | 30.00 | 514880 | |
| SPINDLETOP MHMR | 36,400.25 | 514881 | |
| SANDIFER'S LP GAS CO. | 1,819.50 | 514890 | |
| ROCHESTER ARMORED CAR CO INC | 6,663.79 | 514970 | |
| LJA ENGINEERING INC | 1,128.58 | 514980 | |
| BOSWORTH PAPERS | 1,540.00 | 515026 | 47,582.12* |
| DATA PROCESSING | | | |

| NAME | AMOUNT | CHECK NO. 211 | TOTAL |
|-----------------------------------|----------|---------------|------------|
| CDW COMPUTER CENTERS, INC. | 989.38 | 514912 | |
| ENTERPRISE SYSTEMS CORPORATION | 528.00 | 514990 | |
| CITIBANK NA | 565.37 | 515039 | |
| | | | 2,082.75* |
| VOTERS REGISTRATION DEPT | | | |
| UNITED STATES POSTAL SERVICE | 326.78 | 514938 | |
| UNITED STATES POSTAL SERVICE | 357.65 | 514940 | |
| | | | 684.43* |
| ELECTIONS DEPARTMENT | | | |
| UNITED STATES POSTAL SERVICE | 2.64 | 514938 | |
| UNITED STATES POSTAL SERVICE | 30.56 | 514940 | |
| ELECTIONSOURCE | 235.98 | 515054 | |
| | | | 269.18* |
| DISTRICT ATTORNEY | | | |
| FED EX | 131.17 | 514871 | |
| GT DISTRIBUTORS, INC. | 1,430.94 | 514873 | |
| PENGAD | 140.76 | 514885 | |
| TBLS - TEXAS BOARD OF LEGAL | 200.00 | 514904 | |
| UNITED STATES POSTAL SERVICE | 260.10 | 514938 | |
| UNITED STATES POSTAL SERVICE | 115.80 | 514940 | |
| THOMSON REUTERS-WEST | 4,450.53 | 514983 | |
| HIGGINBOTHAM INSURANCE AGENCY INC | 71.00 | 514992 | |
| TATIANA ZELEZNIAK | 298.81 | 514996 | |
| MASTERWORD SERVICES, INC | 417.09 | 515030 | |
| ODP BUSINESS SOLUTIONS, LLC | 979.50 | 515033 | |
| CITIBANK NA | 486.50 | 515039 | |
| VERITEXT LLC | 1,345.85 | 515050 | |
| | | | 10,328.05* |
| DISTRICT CLERK | | | |
| TAC - TEXAS ASSN. OF COUNTIES | 825.00 | 514902 | |
| UNITED STATES POSTAL SERVICE | 318.81 | 514938 | |
| UNITED STATES POSTAL SERVICE | 300.13 | 514940 | |
| ENGINEERING INNOVATION | 283.59 | 515002 | |
| | | | 1,727.53* |
| CRIMINAL DISTRICT COURT | | | |
| DAVID GROVE | 4,375.00 | 514853 | |
| THOMAS J. BURBANK PC | 800.00 | 514860 | |
| DONALD W. DUESLER & ASSOC. | 8,750.00 | 514867 | |
| MARSHA NORMAND | 8,750.00 | 514883 | |
| MSC SYSTEMS | 2,366.65 | 514908 | |
| KEVIN S. LAINE | 4,375.00 | 514909 | |
| UNITED STATES POSTAL SERVICE | .64 | 514938 | |
| UNITED STATES POSTAL SERVICE | 1.92 | 514940 | |
| JASON ROBERT NICKS | 4,375.00 | 514966 | |
| ODP BUSINESS SOLUTIONS, LLC | 111.99 | 515033 | |
| CITIBANK NA | 495.00 | 515039 | |
| | | | 34,401.20* |
| 136TH DISTRICT COURT | | | |
| UNITED STATES POSTAL SERVICE | .64 | 514940 | |
| LEXIS-NEXIS | 211.00 | 514941 | |
| NCRA MEMBERSHIP RENEWAL | 300.00 | 514976 | |
| THOMSON REUTERS-WEST | 56.61 | 514983 | |
| | | | 568.25* |
| 252ND DISTRICT COURT | | | |
| THOMAS J. BURBANK PC | 800.00 | 514860 | |
| MIKE VAN ZANDT | 8,750.00 | 514907 | |
| KEVIN S. LAINE | 4,375.00 | 514909 | |
| UNITED STATES POSTAL SERVICE | 13.00 | 514938 | |
| UNITED STATES POSTAL SERVICE | .64 | 514940 | |
| JASON ROBERT NICKS | 4,375.00 | 514966 | |
| | | | 18,313.64* |
| 279TH DISTRICT COURT | | | |
| NATHAN REYNOLDS, JR. | 110.00 | 514887 | |
| JOEL WEBB VAZQUEZ | 440.00 | 514953 | |
| THOMSON REUTERS-WEST | 60.00 | 514983 | |

| NAME | AMOUNT | CHECK NO. 212 | TOTAL |
|-------------------------------------|--------|---------------|-----------|
| WILLIAM FORD DISHMAN | 880.00 | 514986 | |
| THE PARDUE LAW FIRM, PLLC | 319.00 | 515020 | |
| ALICIA K HALL PLLC | 220.00 | 515021 | 2,029.00* |
| 317TH DISTRICT COURT | | | |
| CHARLES ROJAS | 330.00 | 514914 | |
| UNITED STATES POSTAL SERVICE | 40.96 | 514938 | |
| DONEANE E. BECKCOM | 220.00 | 514942 | |
| LANGSTON ADAMS | 325.00 | 514946 | |
| ALLEN PARKER | 220.00 | 514967 | |
| THE PARDUE LAW FIRM, PLLC | 286.00 | 515020 | |
| ALICIA K HALL PLLC | 506.00 | 515021 | |
| SHELANDER LAW OFFICE | 330.00 | 515029 | 2,257.96* |
| JUSTICE COURT-PCT 1 PL 1 | | | |
| CASH ADVANCE ACCOUNT | 554.40 | 514880 | |
| SOUTHEAST TEXAS WATER | 51.95 | 514895 | |
| UNITED STATES POSTAL SERVICE | 80.46 | 514938 | |
| UNITED STATES POSTAL SERVICE | 58.00 | 514940 | |
| THOMSON REUTERS-WEST | 133.38 | 514983 | 878.19* |
| JUSTICE COURT-PCT 1 PL 2 | | | |
| UNITED STATES POSTAL SERVICE | 60.75 | 514938 | |
| UNITED STATES POSTAL SERVICE | 30.56 | 514940 | 91.31* |
| JUSTICE COURT-PCT 2 | | | |
| TEXAS STATE UNIVERSITY SAN MARS | 150.00 | 514896 | 150.00* |
| JUSTICE COURT-PCT 4 | | | |
| DEPARTMENT OF INFORMATION RESOURCES | .04 | 514915 | .04* |
| JUSTICE COURT-PCT 6 | | | |
| UNITED STATES POSTAL SERVICE | 23.17 | 514938 | |
| UNITED STATES POSTAL SERVICE | 33.92 | 514940 | 57.09* |
| JUSTICE COURT-PCT 7 | | | |
| TEXAS STATE UNIVERSITY SAN MARS | 260.00 | 514897 | |
| DEPARTMENT OF INFORMATION RESOURCES | .07 | 514915 | 260.07* |
| COUNTY COURT AT LAW NO.1 | | | |
| UNITED STATES POSTAL SERVICE | 95.59 | 514938 | |
| UNITED STATES POSTAL SERVICE | 3.20 | 514940 | |
| THOMSON REUTERS-WEST | 209.00 | 514983 | 307.79* |
| COUNTY COURT AT LAW NO. 2 | | | |
| TODD W LEBLANC | 250.00 | 514850 | |
| THOMAS J. BURBANK PC | 250.00 | 514860 | |
| A. MARK FAGGARD | 300.00 | 514869 | |
| CHARLES ROJAS | 250.00 | 514914 | |
| UNITED STATES POSTAL SERVICE | 38.88 | 514938 | |
| UNITED STATES POSTAL SERVICE | 21.12 | 514940 | |
| LANGSTON ADAMS | 250.00 | 514946 | |
| LINDSEY SCOTT | 400.00 | 514995 | |
| AMAZON CAPITAL SERVICES | 19.98 | 515037 | |
| BENJAMIN ALAN JEFFERIES | 500.00 | 515045 | 2,279.98* |
| COUNTY COURT AT LAW NO. 3 | | | |
| THOMAS J. BURBANK PC | 750.00 | 514860 | |
| UNITED STATES POSTAL SERVICE | 5.12 | 514938 | |
| UNITED STATES POSTAL SERVICE | 12.16 | 514940 | |
| BENJAMIN ALAN JEFFERIES | 550.00 | 515045 | 1,317.28* |
| COURT MASTER | | | |

| NAME | AMOUNT | CHECK NO. 213 | TOTAL |
|-------------------------------------|------------|---------------|---------------|
| UNITED STATES POSTAL SERVICE | 1.92 | 514940 | |
| LAWRENCE E THORNE III | 1,567.45 | 514969 | |
| KENT W JOHNS | 1,000.00 | 514973 | |
| ODP BUSINESS SOLUTIONS, LLC | 41.16 | 515033 | 2,610.53* |
| MEDIATION CENTER | | | |
| UNITED STATES POSTAL SERVICE | 3.84 | 514938 | |
| UNITED STATES POSTAL SERVICE | .64 | 514940 | 4.48* |
| SHERIFF'S DEPARTMENT | | | |
| DEPARTMENT OF INFORMATION RESOURCES | 537.28 | 514915 | |
| UNITED STATES POSTAL SERVICE | 2,494.10 | 514938 | |
| UNITED STATES POSTAL SERVICE | 1,295.72 | 514940 | |
| RITA HURT | 1,375.00 | 514978 | |
| REPUBLIC SERVICES | 73.61 | 514997 | |
| CITIBANK NA | 1,293.98 | 515039 | |
| ALYSSA NICKERSON | 101.72 | 515055 | 7,171.41* |
| CRIME LABORATORY | | | |
| AGILENT TECHNOLOGIES | 500.77 | 514856 | |
| FED EX | 26.13 | 514872 | |
| CDW COMPUTER CENTERS, INC. | 193.00 | 514912 | |
| JULIE HANNON | 46.57 | 514984 | |
| CITIBANK NA | 106.89 | 515039 | 873.36* |
| JAIL - NO. 2 | | | |
| JOHNSTONE SUPPLY | 67.20 | 514854 | |
| CITY OF BEAUMONT - WATER DEPT. | 36,341.26 | 514861 | |
| COBURN SUPPLY COMPANY INC | 225.89 | 514865 | |
| ECOLAB | 3,825.50 | 514868 | |
| W.W. GRAINGER, INC. | 157.94 | 514875 | |
| M&D SUPPLY | 73.31 | 514882 | |
| DEPARTMENT OF INFORMATION RESOURCES | 1.08 | 514915 | |
| LOWE'S HOME CENTERS, INC. | 308.17 | 514943 | |
| TEXAS GAS SERVICE | 1,135.00 | 514947 | |
| CONSTELLATION NEWENERGY - GAS DIVIS | 3,265.35 | 514982 | |
| THOMSON REUTERS-WEST | 3,811.25 | 514983 | |
| GALLS LLC | 93.10 | 514994 | |
| REPUBLIC SERVICES | 5,927.52 | 514997 | |
| CORRHEALTH PLLC | 643,069.70 | 515008 | |
| CORRHEALTH PLLC | 643,069.70 | 515009 | |
| MOORE-ALL TEX SUPPLY | 3,142.00 | 515011 | |
| IMAGE 360 BEAUMONT | 615.00 | 515013 | |
| TRINITY SERVICES GROUP INC | 48,727.46 | 515016 | |
| ODP BUSINESS SOLUTIONS, LLC | 1,835.88 | 515033 | |
| RALPH'S INDUSTRIAL ELECTRONICS SUPP | 875.30 | 515035 | |
| AMAZON CAPITAL SERVICES | 351.48 | 515037 | |
| PENDO PRODUCTS LLC | 3,145.80 | 515053 | 1,400,064.89* |
| JUVENILE PROBATION DEPT. | | | |
| UNITED STATES POSTAL SERVICE | 31.61 | 514938 | |
| UNITED STATES POSTAL SERVICE | 7.39 | 514940 | |
| SHANNA CITIZEN | 51.49 | 514945 | |
| ODP BUSINESS SOLUTIONS, LLC | 191.36 | 515033 | 281.85* |
| JUVENILE DETENTION HOME | | | |
| CITY OF BEAUMONT - WATER DEPT. | 6,752.71 | 514861 | |
| CENTERPOINT ENERGY RESOURCES CORP | 882.65 | 514955 | |
| AI FILTER SERVICE COMPANY | 229.74 | 514977 | |
| REPUBLIC SERVICES | 519.60 | 514997 | |
| VECTOR SECURITY | 149.00 | 515006 | 8,533.70* |
| CONSTABLE PCT 1 | | | |
| CASH ADVANCE ACCOUNT | 216.00 | 514880 | |
| UNITED STATES POSTAL SERVICE | 55.34 | 514938 | |
| UNITED STATES POSTAL SERVICE | 289.47 | 514940 | |

| NAME | AMOUNT | CHECK NO. 214 | TOTAL |
|-------------------------------------|-----------|---------------|------------|
| ODP BUSINESS SOLUTIONS, LLC | 37.99 | 515033 | |
| CITIBANK NA | 395.00 | 515039 | |
| TEXAS POLICE TRAINERS LLC | 100.00 | 515046 | |
| CONSTABLE-PCT 6 | | | 1,093.80* |
| CASH ADVANCE ACCOUNT | 1,199.28 | 514880 | |
| UNITED STATES POSTAL SERVICE | 25.20 | 514938 | |
| UNITED STATES POSTAL SERVICE | 20.38 | 514940 | |
| THOMSON REUTERS-WEST | 133.38 | 514983 | |
| TND WORKWEAR CO LLC | 134.95 | 515004 | |
| CONSTABLE PCT. 7 | | | 1,513.19* |
| AT&T | 48.43 | 514898 | |
| CONSTABLE PCT. 8 | | | 48.43* |
| TAC - TEXAS ASSN. OF COUNTIES | 70.00 | 514902 | |
| ODP BUSINESS SOLUTIONS, LLC | 57.43 | 515033 | |
| AGRICULTURE EXTENSION SVC | | | 127.43* |
| TEXAS AGRILIFE EXTENSION SERVICES | 2,755.00 | 514903 | |
| UNITED STATES POSTAL SERVICE | 7.04 | 514938 | |
| TYLER FITZGERALD | 478.21 | 515015 | |
| AMAZON CAPITAL SERVICES | 21.13 | 515037 | |
| CITIBANK NA | 45.00 | 515039 | |
| HEALTH AND WELFARE NO. 1 | | | 3,306.38* |
| BROUSSARD'S MORTUARY | 1,500.00 | 514859 | |
| GABRIEL FUNERAL HOME, INC. | 1,426.00 | 514874 | |
| CLAYBAR HAVEN OF REST | 14,875.00 | 514934 | |
| CLAYBAR HAVEN OF REST | 2,480.00 | 514935 | |
| UNITED STATES POSTAL SERVICE | 81.04 | 514938 | |
| UNITED STATES POSTAL SERVICE | 50.91 | 514940 | |
| EZEA D EDE MD | 3,490.91 | 515022 | |
| HEALTH AND WELFARE NO. 2 | | | 23,903.86* |
| CITY OF PORT ARTHUR - WATER DEPT. | 40.00 | 514863 | |
| ENTERGY | 70.00 | 514878 | |
| CLAYBAR HAVEN OF REST | 14,875.00 | 514934 | |
| CLAYBAR HAVEN OF REST | 1,240.00 | 514936 | |
| TOCCARA JOHNSON | 208.31 | 515010 | |
| EZEA D EDE MD | 3,490.91 | 515022 | |
| NURSE PRACTITIONER | | | 19,924.22* |
| MCKESSON MEDICAL-SURGICAL INC | 1,318.19 | 514913 | |
| SERVET MUHITTIN SATIR | 1,000.00 | 515027 | |
| ENVIRONMENTAL CONTROL | | | 2,318.19* |
| DEPARTMENT OF INFORMATION RESOURCES | .11 | 514915 | |
| INDIGENT MEDICAL SERVICES | | | .11* |
| CARDINAL HEALTH 110 INC | 17,469.74 | 514985 | |
| EMERGENCY MANAGEMENT | | | 17,469.74* |
| UNITED STATES POSTAL SERVICE | .64 | 514938 | |
| CITIBANK NA | 375.00 | 515039 | |
| MAINTENANCE-BEAUMONT | | | 375.64* |
| JOHNSTONE SUPPLY | 175.18 | 514854 | |
| CITY OF BEAUMONT - WATER DEPT. | 18,548.27 | 514861 | |
| COBURN SUPPLY COMPANY INC | 485.74 | 514865 | |
| M&D SUPPLY | 310.53 | 514882 | |
| SANITARY SUPPLY, INC. | 703.07 | 514891 | |

| NAME | AMOUNT | CHECK NO. 215 | TOTAL |
|-------------------------------------|-----------|---------------|----------------|
| ACE IMAGEWEAR | 228.41 | 514893 | |
| AT&T | 99.94 | 514898 | |
| AT&T | 48.43 | 514899 | |
| AT&T | 72.06 | 514900 | |
| AT&T | 1,842.11 | 514901 | |
| TRIANGLE ENGINE DIST. | 10.40 | 514906 | |
| DEPARTMENT OF INFORMATION RESOURCES | 2.71 | 514915 | |
| AT&T GLOBAL SERVICES | 492.00 | 514948 | |
| OTIS ELEVATOR COMPANY | 2,808.46 | 514951 | |
| REPUBLIC SERVICES | 1,558.80 | 514997 | |
| CINTAS CORPORATION | 105.61 | 514999 | |
| FERGUSON ENTERPRISES INC | 320.21 | 515005 | |
| L&W SUPPLY CORPORATION | 537.60 | 515012 | |
| AT&T CORP | 5,611.67 | 515025 | |
| RALPH'S INDUSTRIAL ELECTRONICS SUPP | 12.00 | 515035 | |
| SOUTHWESTERN PAINT&WALLPAPER CO INC | 104.14 | 515038 | |
| CITIBANK NA | 65.00 | 515039 | |
| TRIANGLE ART AND FRAME LLC | 1,170.00 | 515051 | |
| | | | 35,312.34* |
| MAINTENANCE-PORT ARTHUR | | | |
| ENTERGY | 2,035.10 | 514877 | |
| HOWARD'S AUTO SUPPLY | 56.74 | 514910 | |
| DEPARTMENT OF INFORMATION RESOURCES | 5.55 | 514915 | |
| NORTHERN TOOL AND EQUIPMENT | 56.96 | 514975 | |
| FRED MILLER'S OUTDOOR EQUIPMENT LLC | 152.85 | 514993 | |
| PARKER'S BUILDING SUPPLY | 61.92 | 515036 | |
| | | | 2,369.12* |
| MAINTENANCE-MID COUNTY | | | |
| ACE IMAGEWEAR | 80.74 | 514893 | |
| CENTERPOINT ENERGY RESOURCES CORP | 639.53 | 514955 | |
| REPUBLIC SERVICES | 83.13 | 514997 | |
| | | | 803.40* |
| SERVICE CENTER | | | |
| ACTION AUTO GLASS | 391.88 | 514851 | |
| SPIDLE & SPIDLE | 28,489.77 | 514852 | |
| J.K. CHEVROLET CO. | 252.39 | 514879 | |
| PHILPOTT MOTORS, INC. | 1,626.25 | 514886 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514916 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514917 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514918 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514919 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514920 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514921 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514922 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514923 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514924 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514925 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514926 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514927 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514928 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514929 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514930 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514931 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514932 | |
| JEFFERSON CTY. TAX OFFICE | 7.50 | 514933 | |
| PETROLEUM SOLUTIONS, INC. | 307.05 | 514952 | |
| BUMPER TO BUMPER | 606.98 | 514954 | |
| AMERICAN TIRE DISTRIBUTORS | 1,745.56 | 514963 | |
| MIGHTY OF SOUTHEAST TEXAS | 2,989.56 | 514974 | |
| SILSBEE FORD INC | 170.04 | 514987 | |
| REPUBLIC SERVICES | 83.13 | 514997 | |
| MIDNIGHT AUTO | 119.95 | 515001 | |
| O'REILLY AUTO PARTS | 240.00 | 515014 | |
| ODP BUSINESS SOLUTIONS, LLC | 102.34 | 515033 | |
| TOWN AND COUNTRY FORD | 13,382.04 | 515049 | |
| | | | 50,641.94* |
| VETERANS SERVICE | | | |
| UNITED STATES POSTAL SERVICE | 3.71 | 514938 | |
| UNITED STATES POSTAL SERVICE | 3.87 | 514940 | |
| | | | 7.58* |
| | | | 1,715,502.62** |
| MOSQUITO CONTROL FUND | | | |

| NAME | AMOUNT | CHECK NO. ²¹⁶ | TOTAL |
|-------------------------------------|-----------|--------------------------|-------------|
| SANITARY SUPPLY, INC. | 283.87 | 514891 | |
| ACE IMAGEWEAR | 74.42 | 514893 | |
| FASTENAL | 620.00 | 514911 | |
| DEPARTMENT OF INFORMATION RESOURCES | .19 | 514915 | |
| CENTERPOINT ENERGY RESOURCES CORP | 664.32 | 514955 | |
| REPUBLIC SERVICES | 83.13 | 514997 | 1,725.93** |
| J.C. FAMILY TREATMENT | | | |
| SAM HOUSTON STATE UNIVERSITY | 300.00 | 514888 | |
| MARY BEVIL | 1,334.00 | 515019 | |
| BEAUMONT OCCUPATIONAL SERVICES | 437.75 | 515042 | 2,071.75** |
| SECURITY FEE FUND | | | |
| AMAZON CAPITAL SERVICES | 62.00 | 515037 | 62.00** |
| LAW LIBRARY FUND | | | |
| THOMSON REUTERS-WEST | 3,171.99 | 514983 | 3,171.99** |
| JUVENILE PROB & DET. FUND | | | |
| EDWARD B. GRIPON, M.D., P.A. | 275.00 | 514876 | 275.00** |
| COMMUNITY SUPERVISION FND | | | |
| AAA LOCK & SAFE | 14.75 | 514847 | |
| DELL MARKETING L.P. | 38,782.40 | 514866 | |
| SAM HOUSTON STATE UNIVERSITY | 870.00 | 514889 | |
| DEPARTMENT OF INFORMATION RESOURCES | .23 | 514915 | |
| UNITED STATES POSTAL SERVICE | 90.27 | 514938 | |
| UNITED STATES POSTAL SERVICE | 59.76 | 514940 | |
| REDWOOD TOXICOLOGY LABORATORY, INC | 272.01 | 514957 | |
| LOCAL GOVERNMENT SOLUTIONS LP | 6,965.00 | 514959 | |
| JCCSC | 325.00 | 514971 | |
| ODP BUSINESS SOLUTIONS, LLC | 108.02 | 515033 | 47,487.44** |
| SHERIFF'S TRAINING GRANT | | | |
| EAN SERVICES LLC | 989.00 | 514991 | 989.00** |
| COUNTY CLERK - RECORD MGT | | | |
| MANATRON INC | 13,267.65 | 514958 | |
| FILEX SYSTEMS, INC. | 5,092.50 | 514972 | 18,360.15** |
| COUNTY RECORDS MANAGEMENT | | | |
| UNITED STATES POSTAL SERVICE | .64 | 514938 | |
| TYRRELL HISTORICAL LIBRARY | 50.00 | 514949 | 50.64** |
| HOTEL OCCUPANCY TAX FUND | | | |
| ENTERGY | 1,740.85 | 514877 | |
| CDW COMPUTER CENTERS, INC. | 559.09 | 514912 | |
| DEPARTMENT OF INFORMATION RESOURCES | 1.98 | 514915 | |
| UNITED STATES POSTAL SERVICE | 5.12 | 514938 | |
| FORD PARK | 23,000.00 | 514950 | |
| REPUBLIC SERVICES | 83.13 | 514997 | |
| AT&T CORP | 265.00 | 515025 | 25,655.17** |
| CRIME LAB FUNDING CJD | | | |
| AGILENT TECHNOLOGIES | 1,072.25 | 514856 | |
| NATIONAL FORENSIC SCIENCE ACADEMY | 400.00 | 515052 | 1,472.25** |
| GLO DISASTER GRANT HOME | | | |
| CBRE INC | 7,500.00 | 515041 | 7,500.00** |
| AIRPORT FUND | | | |

| NAME | AMOUNT | CHECK NO. 217 | TOTAL |
|-------------------------------------|------------|---------------|-----------------|
| DEPARTMENT OF INFORMATION RESOURCES | .02 | 514915 | |
| CENTERPOINT ENERGY RESOURCES CORP | 1,069.16 | 514955 | |
| REPUBLIC SERVICES | 332.52 | 514997 | |
| CHARTER COMMUNICATIONS | 115.59 | 515031 | |
| CITIBANK NA | 3,662.16 | 515039 | |
| | | | 5,179.45** |
| AIRPORT IMPROVE. GRANTS | | | |
| N&T CONSTRUCTION COMPANY, INC. | 177,631.61 | 514849 | |
| BRIZO CONSTRUCTION LLC | 408,610.84 | 515040 | |
| | | | 586,242.45** |
| SETEC FUND | | | |
| REPUBLIC SERVICES | 1,680.00 | 514997 | |
| | | | 1,680.00** |
| LANGUAGE ACCESS FUND | | | |
| MASTERWORD SERVICES, INC | 795.16 | 515030 | |
| RUBEN ZAPATA | 300.00 | 515043 | |
| | | | 1,095.16** |
| ARPA CORONAVIRUS RECOVERY | | | |
| NUTRITION & SERVICES FOR SENIORS | 5,075.00 | 514884 | |
| TIDAL BASIN GOVERNMENT CONSULTING | 26,917.50 | 515023 | |
| CADRE RESEARCH LABS (ILLINOIS) LLC | 243,438.00 | 515048 | |
| | | | 275,430.50** |
| GLO DISASTER RECOVERY | | | |
| TEXAS DEPT OF TRANSPORTATION | 200,000.00 | 514905 | |
| | | | 200,000.00** |
| GUARDIANSHIP FEE | | | |
| WELLS PEYTON & PARTAIN, LLP | 500.00 | 514855 | |
| | | | 500.00** |
| APPELLATE JUDICIAL SYSTEM | | | |
| 9TH COURT OF APPEALS | 2,342.58 | 514960 | |
| | | | 2,342.58** |
| 2021 PORT SECURITY GRANT | | | |
| CDW COMPUTER CENTERS, INC. | 3,101.61 | 514912 | |
| | | | 3,101.61** |
| | | | 2,921,743.01*** |



2024

**ORDER TO APPROVE THE THIRD AMENDED
JEFFERSON COUNTY POLICIES FOR THE DISPOSITION OF
DECEASED PAUPERS**

I. INTRODUCTION /STATUTORY AUTHORITY

1.1 The adoption of this policy is pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002 (a) and (b), 711.002, 691.023 AND 691.024, as amended:

- (a) The Commissioners court of each county shall provide for the disposition of the body of a deceased pauper and abandoned persons, as defined in Paragraph 4 hereinbelow, who died in Jefferson County. The Commissioners Court may adopt rules to implement this section.
- (b) Jefferson County shall accept no responsibility, financial or otherwise, for the disposition of a decedent's remains if there is found to exist any surviving person listed in Sec. 711.002(a) who will accept the financial responsibility for interment of the body. In the event no person listed in Sec. 711.002 or 691.024 is found to exist, the County shall offer the decedent's remains to the Anatomical Board of the State of Texas to be used for the advancement of medical science.

1.2 Persons listed under TEX. HEALTH & SAFETY CODE ANN. § 711.002(a) are (by priority):

- 1. The person designated in a written instrument signed by the decedent;
- 2. The decedent's surviving spouse;
- 3. Any one of the decedent's surviving adult children;
- 4. Either one of the decedent's surviving parents;
- 5. Any one of the decedent's surviving adult siblings; or
- 6. Any adult person in the next degree of kinship in the order named by law to inherit the estate of the decedent.

1.3 If the Anatomical Board declines to accept the remains, the County shall pay up to \$900.00 for disposition of the remains by cremation. (Our cost for cremation is 1,500 now just to the funeral home) if we bury the cremains cost would be \$2,343.00

2. DEFINITIONS

2.1 In this policy:

- (a) “Jefferson County Public Health Department Case Worker” means a case manager employed by the Jefferson County Public Health Department, Social Services Division, to help eligible families in need of disposition assistance.
- (b) “County” means Jefferson County, Texas
- (c) “Common Law Marriage” means a couple who documented their marriage status by registering their common law marriage at the County Clerk’s office or produces a judicial decree designating same, or produces evidence sufficient to establish such marriage.
- (d) “Cremated remains” means the bone fragments remaining after the cremation process, which may include the residue of any foreign materials that were cremated with the human remains.
- (e) “Department” means the Jefferson County Public Health Department.
- (f) “Department Director” means the Medical Director of the Jefferson Public Health Department or his designee.
- (g) “Disposition” includes, but is not limited to, any and all services including Transportation and cremation and disposal of the cremated ashes.
- (h) “Division” means the Social Services Division within the Jefferson County Public Health Department
- (i) “Family Member” means a person listed in TEX, HEALTH & SAFETY CODE ANN. § 711.002(a), as amended.
- (j) “Funeral Vendor” means a funeral home that has contracted with the County for the disposition of paupers under this policy.
- (k) “Preparation” is not limited to, any process involved in the cremation to complete the disposition of the deceased pauper.
- (l) “Resources” include cash, bank account, real property, automobiles, job income, insurance proceeds payable to the decedent’s estate, and other tangible possessions, assets, or death benefits. The term includes a legal claim that is pending or may be asserted in litigation on behalf of the decedent’s estate or of a parent if the decedent is a minor, or of a legal guardian of the decedent.
- (m) “Storage” refers to the sheltering of the remains of deceased paupers by the Funeral Vendor to complete cremation.

4. INVESTIGATION OF RESOURCES/REFERRAL

- 4.1 An application to the Department for a determination of pauper status must come from the Jefferson County Morgue or other entity, which has the remains of the abandoned pauper and who can provide verifiable information regarding pauper status. The decisions of the Department shall be final regarding all applications for pauper services.
- 4.2 Upon receiving a referral to the Department for determination of pauper status, the Jefferson County Public Health Department Case Worker will investigate the resources available to the decedent’s estate

- 4.3 The investigation of resources may include determining if the decedent's estate is eligible for disposition benefits from the following resources:
- (a) U. S. Government, for military personnel;
 - (b) Private insurance companies if benefits are payable to the decedent's estate;
 - (c) Private trusts; and
 - (d) Crime Victim's Compensation Fund for victims of violent crimes;
 - (e) Bank accounts of accounts of any financial institution in the name of decedent or in which the decedent is named as having an interest.
- 4.4 The investigation of resources must include attempting, by phone if possible, to locate and contact family members, whose identity and whereabouts are known, and allowing a minimum of fourteen business days, from the time an application is received and contact with family members is made, to respond to the County's attempts to make a determination eligibility for benefits under this policy.
- 4.5 A request to the Department for determination of pauper status should be made without delay and it is understood that no person or entity has the authority to order Jefferson County to provide pauper services without the concurrence of the Department.

5. DETERMINATION OF ELIGIBILITY/PROCEDURE

- 5.1 Upon a referral for indigent cremation services, the Department shall attempt contact at least one family member whose identity and whereabouts are known to request information that may be necessary for the Department to determine eligibility. The Department may use any information obtained from a hospital, nursing home or the Jefferson County Morgue or any credible person in making a determination of eligibility. If the referring entity has not been able to locate the decedent's family members, the Department may, at its discretion, accept the information received that no family members exist.
- 5.2 If the decedent's estate has a claim against a party, whether or not litigation is pending or anticipated, the Department Director may treat the claim as a resource and deny eligibility.
- 5.3 Jefferson County reserves the right to assert a lien on any assets of abandoned deceased and paupers for reimbursement of payment of cremation.
- 5.4 The Department will utilize guidelines of this Policy as established by the Jefferson County Commissioners' Court, in determining program eligibility.

6. FUNERAL VENDOR

- 6.1 Should any person, others than those listed in 1.2 hereinabove, desire for services that are in excess of the \$900 provided by the County, they will be required to make arrangements directly with the funeral director and pay for same (I would remove because they would be denied if they have resources to pay the 900)

6.2 The Department shall provide in its contract with the funeral vendor that whenever a cremation is to take place it is the responsibility of the funeral vendor to make sure all necessary authorizations and permits are in place prior to the cremation.

7. CREMATION

7.1 Pursuant to TEX. HEALTH & SAFETY CODE ANN. § 694.002, as amended, all eligible pauper decedents will be cremated unless:

(a) The identity of the decedent is unknown as required in TEX. HEALTH & SAFETY CODE ANN. § 716.101

7.2 If at any time the Jefferson County Morgue knows any reason why a particular decedent should not be cremated, it is the responsibility of the Morgue to communicate that to the Director and to also notify members of the Social Services Division in writing on the actual referral.

8. DEPARTMENT FILES AND FORMS

8.1 The Department Director may adopt forms as necessary or desirable and may promulgate other rules and procedures consistent with this policy to further implement its purposes. The Department is authorized to make final decisions regarding the compliance with this policy.

8.2 The funeral Director shall dispose of any unclaimed cremated remains within 14 days of cremation only as allowed by Section 716.302, Texas Health & Safety Code.

8.3 After the disposition of remains, the Department’s Basic Needs Case Manager shall work with the Department’s Finance Division in verifying the services were provided.

8.4 The Department shall keep in its files:

(a) The application and information used to determine eligibility for disposition as a pauper and to determine whether to cremate. IT IS FURTHER UNDERSTOOD THAT, ANY PERSON WHO PROVIDES FALSE INFORMATION TO THE DEPARTMENT TO SECURE SERVICES UNDER THIS POLICY, WILL BE SUBJECT TO CRIMINAL PROSECUTION.

Signed this 27 day of February, 2024

Jeff R. Branick, County Judge
Page 4



ATTEST [Signature]
DATE 2/27/24




TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

Tax Refund Determination

Taxpayer name: Mahesh Makecha
 Address: 4320 Pebble Beach Drive, Beaumont, TX 77707
 Account Number: 049401-000/062400-00000
 Amount of Refund: \$6,455.98
 Reason: Taxpayer made an e-check payment on 1/24/24. Funds were received and the payment posted on 2/1/24. Taxpayer made a credit card payment on 1/31/24 which also posted on 2/1/24 after the e-check payment. This resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County

2-13-2024
 Date


 County Auditor employee

2/14/24
 Date

02/13/2024 16:31:53
 TN536 SELECTION SEQUENCE 4482507
 HELD OVERPAYMENT REFUNDS

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 02/01/2024 TO: 02/01/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$6455
 MAXIMUM DOLLAR AMOUNT: \$6456

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP | TOT | YEAR | UNIT | OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT | DATE | REMITTANCE# | STAT | AMOUNT | REFUND REASON(S) |
|--|-----|-----|------|------|----------------------------|-------------|---------------|-----------------|--------------|-------------|------|----------|------------------|
| 049401-000/062400-00000 | | | | | 2023 8001 ACE VENTURES INC | 75851 | TL | CC02012024 | 1 02/01/2024 | 56260733 | OK | 6,455.98 | |
| CHECK PAYEE:MAHESH MAKECHA | | | | | | | | | | | | | |
| 4320 PEBBLE BEACH DR | | | | | | | | | | | | | |
| BEAUMONT TX77707 | | | | | | | | | | | | | |
| C PT OF LT 5 BLK 19 RG F TR 1 PALC CHECK TOTAL: 6,455.98 | | | | | | | | | | | | | |
| 2.750 AC | | | | | | | | | | | | | |

FIDO # : 34132308

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

6,455.98

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

224



TERRY WUENSCHEL, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd payment

Certified Owner:

ACE VENTURES INC
% M B MAKECHA
1275 S 11TH ST
BEAUMONT, TX 77701-4722

Legal Description:

C PT OF LT 5 BLK 19 RG F TR 1 PALCO
2.750 AC

Parcel Address: 3105 TWIN CITY N HWY
Legal Acres: 2.7525

Deposit No: CC02012024
Validation No: 234
Account No: 049401-000/062400-00000
Operator Code: WCARR

Remit Seq No: 56260733
Receipt Date: 01/31/2024
Deposit Date: 02/01/2024
Print Date: 02/07/2024
NO.: 75851

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 0.00, 6,455.98. Row 2: \$0.00, \$0.00, \$0.00, \$6,455.98

PAYMENT TYPE:

Credit Card Authorization No: 0

Credit Cards: \$6,455.98

Exemptions on this property:

Total Applied: \$6,455.98

Change Paid: \$0.00

PAYER:
MAHESH MAKECHA
4320 PEBBLE BEACH DR
BEAUMONT, TX 77707

PAYMENT DETAIL

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100289496842
Date/Time 1/31/2024 11:24:57 AM
Amount \$6,455.98
Conv. Fee \$145.26
Flow Payment

Credit Card Payment

Card Type Visa
Auth Response [REDACTED]
Origination Internet
Outcome Complete
Card Number (last 4) [REDACTED]

Billing Information

First Name Mahesh
Middle Name B
Last Name Makecha
Name Suffix
Address 4320 Pebble Beach Dr

City Beaumont
State TX
Postal Code 77707
Country
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 0494010000624000000
Reference 5956431
Owner Ref 0
Description Property Tax
Client 88000000
First Name Mahesh
Middle Name
Last Name Makecha
Name Suffix
Address 4320 Pebble Beach Dr

City Beaumont
State TX
Postal Code 77707
Country
Telephone [REDACTED]



TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

Tax Refund Determination

Taxpayer name: Mahesh Makecha
 Address: 4320 Pebble Beach Dr, Beaumont, TX 77707
 Account Number: 013425-000/006000-00000
 Amount of Refund: \$4,644.30
 Reason: Taxpayer made an e-check payment on 1/24/24 which paid the account in full. Taxpayer made a subsequent e-check payment on 1/31/24 for the same amount which resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.

Terry Wuenschel
 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County

2-13-2024
 Date

Patience Moody
 County Auditor employee

2/14/24
 Date

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

02/13/2024 16:15:53

TN536

SELECTION SEQUENCE 4482451
HELD OVERPAYMENT REFUNDSTAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 02/08/2024 TO: 02/08/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$4643
MAXIMUM DOLLAR AMOUNT: \$4645

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP TOT YEAR UNIT | APPR DIST # | OWNER NAME | SUIT REC TYPE | DEPOSIT RECEIPT | DATE | REMITTANCE# | STAT | AMOUNT | REFUND REASON(S) |
|----------------------------|-------------------|-------------|----------------------------|------------------------------------|-----------------|--------------|-------------|------|----------|------------------|
| 013425-000/006000-00000 | | 23032 | 2023 8001 TMH HOLDINGS INC | TL | EC02082024 | 1 02/08/2024 | 56495103 | OK | 4,644.30 | |
| CHECK PAYEE:MAHESH MAKECHA | | | | LT 1-A BLK 29-A COLLEGE AC EXT & P | | CHECK TOTAL: | | | 4,644.30 | |
| 4320 PEBBLE BEACH DRIVE | | | | 11 CC 1 D BROWN | | | | | | |
| BEAUMONT TX77707 | | | | | | | | | | |

FIDO # : 34278803

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 4,644.30

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

228



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd Payment

Certified Owner:

TMH HOLDINGS INC
3999 GULFWAY DR
PORT ARTHUR, TX 77642-2866

Legal Description:

LT 1-A BLK 29-A COLLEGE AC EXT & PT TR
11 CC 1 D BROWN

Parcel Address: 1275 11TH S ST
Legal Acres: 0.5320

Deposit No: EC02082024
Validation No: 355
Account No: 013425-000/006000-00000
Operator Code: WCARR

Remit Seq No: 56495103
Receipt Date: 01/31/2024
Deposit Date: 02/08/2024
Print Date: 02/09/2024
NO.: 23032

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 4,644.30. Row 2: \$0.00, \$0.00, \$0.00, \$4,644.30

Check Number(s):
CC005956230

PAYMENT TYPE:

eChecks: \$4,644.30
Total Applied: \$4,644.30
Change Paid: \$0.00

Exemptions on this property:

PAYER:
MAHESH MAKECHA
4320 PEBBLE BEACH DRIVE
BEAUMONT, TX 77707

PAYMENT DETAIL

REPORT CREATED: 02/09/2024 11:09:28 AM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100289494181
Date/Time 1/31/2024 11:20:39 AM
Amount \$4,644.30
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number [REDACTED]
Routing Number [REDACTED]
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Mahesh
Middle Name B
Last Name Makecha
Name Suffix
Address 4320 Pebble Beach Drive

City Beaumont
State TX
Postal Code 77707
Country
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 01342500000600000000
Reference 5956230
Owner Ref 0
Description Property Tax
Client 88000000
First Name Mahesh
Middle Name
Last Name Makecha
Name Suffix
Address 4320 Pebble Beach Drive

City Beaumont
State TX
Postal Code 77707
Country
Telephone [REDACTED]

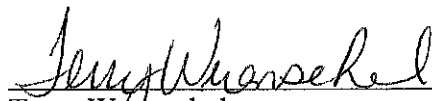


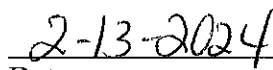
TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

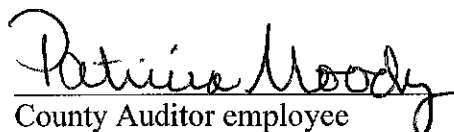
Tax Refund Determination

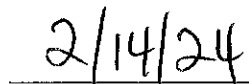
Taxpayer name: Mahesh Makecha
 Address: 4320 Pebble Beach Dr, Beaumont, TX 77707
 Account Number: 060275-000/019500-00000
 Amount of Refund: \$3,769.92
 Reason: Taxpayer made an e-check payment on 1/25/24 which paid the account in full. Taxpayer made a subsequent e-check payment on 1/30/24 for the same amount which resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

02/13/2024 16:19:53

TAX COLLECTION SYSTEM

PAGE: 1

TN536 SELECTION SEQUENCE 4482457
HELD OVERPAYMENT REFUNDSREFUNDS SELECTED REPORT
FROM: 02/07/2024 TO: 02/07/2024MINIMUM DOLLAR AMOUNT: \$3768
MAXIMUM DOLLAR AMOUNT: \$3770

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP | TOT | YEAR | UNIT | OWNER NAME | APPR DIST # | SUIT | DEPOSIT | REC TYPE | RECEIPT | DATE | REMITTANCE# | STAT | AMOUNT | REFUND | REASON(S) |
|-----------------------------------|-----|-----|------|------|--------------------------------|-------------|------|---------|------------|---------|------------|-------------|------|----------|----------|-----------|
| 060275-000/019500-00000 | | | | | 2023 8001 MAHAVIR HOLDINGS LLC | 102818 | TL | 1 | EC02072024 | 1 | 02/07/2024 | 56450854 | OK | 3,769.92 | | |
| CHECK PAYEE:MAHESH MAKECHA | | | | | | | | | | | | | | | | |
| 4320 PEBBLE BEACH DR | | | | | | | | | | | | | | | | |
| BEAUMONT TX77707 | | | | | | | | | | | | | | | | |
| SOMERSET VILLAGE SEC II LT 11 BLK | | | | | | | | | | | | | | | | |
| CHECK TOTAL: | | | | | | | | | | | | | | | 3,769.92 | |

FIDO # : 34254836

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 3,769.92

COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

232



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd Payment

Certified Owner:

MAHAVIR HOLDINGS LLC
1275 S 11TH ST
BEAUMONT, TX 77701-4722

Legal Description:

SOMERSET VILLAGE SEC II LT 11 BLK 6

Parcel Address: 9101 MONICA ST

Legal Acres: 0.2351

Deposit No: EC02072024
Validation No: 371
Account No: 060275-000/019500-00000
Operator Code: WCARR

Remit Seq No: 56450854
Receipt Date: 01/31/2024
Deposit Date: 02/07/2024
Print Date: 02/08/2024
NO.: 102818

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 3,769.92. Row 2: 0.00, 0.00, 0.00, 3,769.92

Check Number(s):
CC005919211

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$3,769.92
Total Applied: \$3,769.92
Change Paid: \$0.00

PAYER:
MAHESH MAKECHA
4320 PEBBLE BEACH DR
BEAUMONT, TX 77707

PAYMENT DETAIL

REPORT CREATED: 02/08/2024 12:56:43 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100289201552
Date/Time 1/30/2024 1:27:54 PM
Amount \$3,769.92
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number [REDACTED]
Routing Number [REDACTED]
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Mahesh
Middle Name B
Last Name Makecha
Name Suffix
Address 4320 Pebble Beach Dr

City Beaumont
State TX
Postal Code 77707
Country UNITED STATES
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 06027500001950000000
Reference 5919211
Owner Ref 0
Description Property Tax
Client 88000000
First Name Mahesh
Middle Name
Last Name Makecha
Name Suffix
Address 4320 Pebble Beach Dr

City Beaumont
State TX
Postal Code 77707
Country UNITED STATES
Telephone [REDACTED]

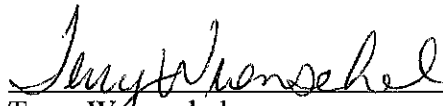


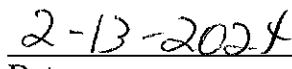
TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

Tax Refund Determination

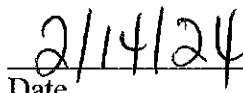
Taxpayer name: Jimenez Nelson
 Address: 5419-B Clarewood Drive, Houston, TX 77081
 Account Number: 048400-000/006500-00000
 Amount of Refund: \$3,918.08
 Reason: Taxpayer made an e-check payment on 1/30/24 which paid the account in full. Taxpayer made a subsequent e-check payment on 1/31/24 for the same amount which resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

02/13/2024 16:21:53

TAX COLLECTION SYSTEM

PAGE: 1

TN536 SELECTION SEQUENCE 4482482
 HELD OVERPAYMENT REFUNDS

REFUNDS SELECTED REPORT
 FROM: 02/08/2024 TO: 02/08/2024

MINIMUM DOLLAR AMOUNT: \$3918
 MAXIMUM DOLLAR AMOUNT: \$3919

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP | TOT | YEAR | UNIT | OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT | DATE | REMITTANCE# | STAT | AMOUNT | REFUND REASON(S) |
|-----------------------------|-----|-----|------|------|--------------------------|-------------|---------------|-----------------|----------|-------------|------|----------|------------------|
| 048400-000/006500-00000 | | | | | 2023 8001 JIMENEZ NELSON | 70818 | TL | EC02082024 | 20240208 | 56495936 | OK | 3,918.08 | |
| CHECK PAYEE: JIMENEZ NELSON | | | | | | | | | | | | | |
| 5419-B CLAREWOOD DRIVE | | | | | | | | | | | | | |
| HOUSTON TX77081 | | | | | | | | | | | | | |
| OAKS L17 L18 B5 | | | | | | | | | | | | | |
| CHECK TOTAL: 3,918.08 | | | | | | | | | | | | | |

FIDO # : 34279622

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

3,918.08

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

236



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd payment

Certified Owner:

JIMENEZ NELSON
5552 ASPEN
HOUSTON, TX 77081

Legal Description:

OAKS L17 L18 B5

Parcel Address: 2504 PECOS ST
Legal Acres: 0.3214

Deposit No: BC02082024
Validation No: 1187
Account No: 048400-000/006500-00000
Operator Code: WCARR

Remit Seq No: 56495936
Receipt Date: 01/31/2024
Deposit Date: 02/08/2024
Print Date: 02/09/2024
NO.: 70818

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 3,918.08. Row 2: \$0.00, \$0.00, \$0.00, \$3,918.08

Check Number(s):
CC005986131

PAYMENT TYPE:

eChecks: \$3,918.08
Total Applied: \$3,918.08
Change Paid: \$0.00

Exemptions on this property:

PAYER:
JIMENEZ NELSON
5419-B CLAREWOOD DRIVE
HOUSTON, TX 77081

PAYMENT DETAIL

2228888 // Jefferson County, Texas Tax Office

Payment Detail

Payment ID 100289756405
Date/Time 1/31/2024 7:00:07 PM
Amount \$3,918.08
Conv. Fee \$0.00
Flow Payment

Check Payment

Account Number [REDACTED]
Routing Number [REDACTED]
Origination Internet
Outcome Complete
Account Type Checking

Billing Information

First Name Jimenez
Middle Name
Last Name Nelson
Name Suffix
Address 5419-B Clarewood Drive

City HOUSTON
State TX
Postal Code 77081
Country UNITED STATES
Telephone [REDACTED]
Email Address [REDACTED]

Property Information

Payment Type
Property Tax Account Number 0484000000650000000
Reference 5986131
Owner Ref 0
Description Property Tax
Client 88000000
First Name Jimenez
Middle Name
Last Name Nelson
Name Suffix
Address 5419-B Clarewood Drive

City HOUSTON
State TX
Postal Code 77081
Country UNITED STATES
Telephone [REDACTED]

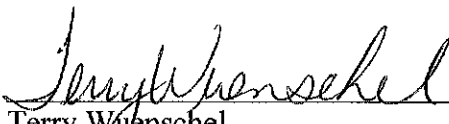


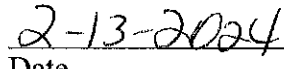
TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

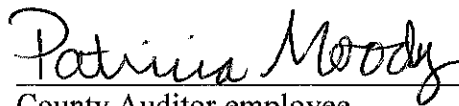
Tax Refund Determination

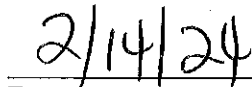
Taxpayer name: Chicago Title Insurance Company
 Ohio CT FNOX Trust Account-CTNO-3728
 Address: 1111 Superior Ave, Suite 600, Cleveland, OH 44114-2541
 Account Number: 049401-000/003300-00000
 Amount of Refund: \$8,446.90
 Reason: Taxpayer overpaid.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

02/13/2024 16:24:53

TAX COLLECTION SYSTEM

PAGE: 1

TN536 SELECTION SEQUENCE 4482497
 HELD OVERPAYMENT REFUNDS

REFUNDS SELECTED REPORT
 FROM: 01/30/2024 TO: 01/30/2024

MINIMUM DOLLAR AMOUNT: \$8446
 MAXIMUM DOLLAR AMOUNT: \$8447

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP TOT YEAR UNIT OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT | DATE | REMITTANCE# STAT | AMOUNT | REFUND REASON(S) |
|-------------------------|--------------------------------------|-------------|------------------------------|-----------------|------------|--------------------|----------|------------------|
| 049401-000/003300-00000 | | 74971 | | M0130202414A | 20240130 | | | |
| | 2023 8001 CENTRAL MALL PORT ARTHUR | | REA TL | 1 | 01/30/2024 | 56047411 AA | 8,446.90 | |
| CHECK PAYEE: | CHICAGO TITLE INSURANCE COMPANY | | PT OF 7 & 8 BLK 13 RG J TR 1 | | | PALCO CHECK TOTAL: | 8,446.90 | |
| | OHIO CT FNOX TRUST ACCOUNT-CTNO-3728 | | 9.520AC | CENTRAL MALL | | | | |
| | 1111 SUPERIOR AVE SUITE 600 | | | | | | | |
| | CLEVELAND OH441142541 | | | | | | | |

FIDO # : 34006872

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS 8,446.90
 COUNT OF REFUND CHECKS 1

DUPLICATE TAX RECEIPT

240



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

Certified Owner:

CENTRAL MALL PORT ARTHUR REALTY HOLDING
C/O KOHAN INVESTMENT GROUP
1010 NORTHERN BLVD STE #212
GREAT NECK, NY 11021-5320

Legal Description:

PT OF 7 & 8 BLK 13 RG J TR 1 PALCO
9.520AC CENTRAL MALL

Parcel Address: HIGHWAY 365
Legal Acres: 9.5200

Deposit No: M0130202414A
Validation No: 900000068721019
Account No: 049401-000/003300-00000
Operator Code: DONNAS

Remit Seq No: 56047411
Receipt Date: 01/30/2024
Deposit Date: 01/30/2024
Print Date: 02/13/2024
NO.: 74971

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 8,446.90. Row 2: \$0.00, \$0.00, \$0.00, \$8,446.90

Check Number(s):
528000578

PAYMENT TYPE:
Checks: \$8,446.90

Exemptions on this property:

Total Applied: \$8,446.90

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
CHICAGO TITLE INSURANCE COMPANY
OHIO CT FNOX TRUST ACCOUNT-CTNO-3728
1111 SUPERIOR AVE SUITE 600
CLEVELAND, OH 44114-2541

THIS CHECK IS VOID WITHOUT A PURPLE & BLUE BORDER AND BACKGROUND PLUS A ZSECURE WATERMARK ON THE BACK. HOLD AT ANGLE TO VIEW



CHICAGO TITLE INSURANCE COMPANY
Ohio CT FNOX Trust Account-CTNO-3728
1111 Superior Ave, Suite 600
Cleveland, OH 44114-2541 Escrow No. 2337280157
216-696-1275

PID
73616
ETC (4)

Wells Fargo Bank, N.A.
464 California Street
San Francisco, CA 94104
RSN#56047411

528000578

January 29, 2024

56-1553
412

--Three Hundred Seventy-One Thousand Nine Hundred Seventy-One and 85/100 ----- Dollars

AMOUNT
\$ **371,971.85

CUSTODIAL ESCROW ACCOUNT
VOID AFTER 90 DAYS, TWO SIGNATURES REQUIRED

PAY TO THE ORDER OF **JEFFERSON COUNTY TAX COLLECTOR**
1149 Pearl Street
Beaumont, TX 77701

Adair K
Livia M. Bozard

MEMO Pay Taxes- Port Arthur (Partial payment under protest) - 5 PINs

SIGNATURE AREA CONTAINS ZSECURE WORDING

⑈0528000578⑈

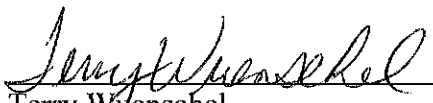


TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

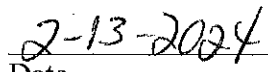
Tax Refund Determination

Taxpayer name: 2DS Development LLC
Address: 212 Emory Lane, Port Arthur, TX 77642
Account Number: 031288-000/000100-00000
Amount of Refund: \$7,526.74
Reason: Taxpayer overpaid.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.



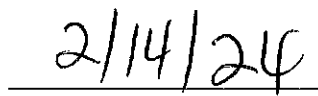
Terry Wuenschel
Interim Tax Assessor-Collector
Jefferson County



Date



County Auditor employee



Date

02/13/2024 16:25:53
 TN536 SELECTION SEQUENCE 4482498
 HELD OVERPAYMENT REFUNDS

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 02/02/2024 TO: 02/02/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$7526
 MAXIMUM DOLLAR AMOUNT: \$7527

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP TOT YEAR UNIT OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT DATE | REMITTANCE# STAT | AMOUNT | REFUND REASON(S) |
|---|-------------------------------|-------------|--|---------------------------------------|------------------|----------|------------------|
| 031288-000/000100-00000 | 2023 8001 2DS DEVELOPMENT LLC | 420211 | TL | N0202202401B 20240202 1 02/02/2024 | 56311943 PA | 7,526.74 | |
| CHECK PAYEE: 2DS DEVELOPMENT LLC 212 EMORY LN PORT ARTHUR TX77642 | | | LOT 1 BLK 1 INDIAN POINTE ESTATES .2360AC | CHECK TOTAL: | | 7,526.74 | |

FIDO # : 30026386

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

7,526.74

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

244



TERRY WUENSCHEL, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

1 of 43 accounts

Certified Owner:

2DS DEVELOPMENT LLC
212 EMORY LN
PORT ARTHUR, TX 77642-4769

Legal Description:

LOT 1 BLK 1 INDIAN POINTE ESTATES
.2360AC

Parcel Address: 1401 ADELAIDE AVE
Legal Acres: 0.2360

Deposit No: N0202202401B
Validation No: 900000068886219
Account No: 031288-000/000100-00000
Operator Code: STACIEL

Remit Seq No: 56311943
Receipt Date: 01/31/2024
Deposit Date: 02/02/2024
Print Date: 02/07/2024
NO.: 420211

Table with 8 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Rows include Jefferson County, Pt Neches-Groves Isd, City Of Port Neches, Drainage District #7, Sabine-Neches Nav. Dist, and Overpay.

Check Number(s):
1724

PAYMENT TYPE:

Checks: \$10,844.45

Exemptions on this property:

Total Applied: \$10,844.45

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
2DS DEVELOPMENT LLC
212 EMORY LN
PORT ARTHUR, TX 77642

PID13240 ETC
 206 DEVELOPMENT LLC
 812 HENRY LN
 PORT ARTHUR, TX 77642

1724
 06/15/13
 DATE 1/30/14

PAY TO THE ORDER OF: Jefferson County Tax Assessor-Collector



\$145,606.55

One hundred forty five thousand six hundred six dollars & 55/100 cents

DOLLARS

FIRST FEDERAL BANK
 888-888-8888
 Property tax for FY 2023

FOR: _____

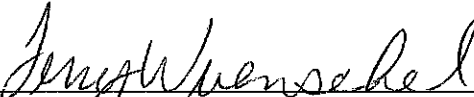



TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

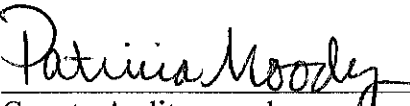
Tax Refund Determination

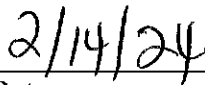
Taxpayer name: Golden Triangle Investments LP
 Address: P O Box 7930, Beaumont, TX 77726-7930
 Account Number: 012250-000/029400-00000
 Amount of Refund: \$6,244.42
 Reason: Taxpayer overpaid.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

MAILING ADDRESS • P.O. Box 2112 • BEAUMONT, TEXAS 77704-2112
PHYSICAL ADDRESS • 1149 PEARL • BEAUMONT, TEXAS 77701
PHONE: 409-835-8516 • FAX: 409-835-8589

02/13/2024 16:27:53

TN536 SELECTION SEQUENCE 4482500
HELD OVERPAYMENT REFUNDSTAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 01/30/2024 TO: 01/30/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$6244
MAXIMUM DOLLAR AMOUNT: \$6245

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP | TOT | YEAR | UNIT | OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT | DATE | REMITTANCE# | STAT | AMOUNT | REFUND REASON(S) | |
|--|-----|-----|------|------|------------|-------------|---------------|-----------------|----------|-------------|------|--------------|------------------|--|
| 012250-000/029400-00000 | | | | | 21845 | | | B0130202419A | 20240130 | | | | | |
| CHECK PAYEE: GOLDEN TRIANGLE INVESTMENTS LP | | | | | | | | | | | | | | |
| 2023 8001 GTI INVESTMENTS INVESTMENTS TL | | | | | | | | | | | | | | |
| PO BOX 7930 W W CHAISON L9 ALL & L8 S1/2 B31 | | | | | | | | | | | | | | |
| BEAUMONT TX777267930 | | | | | | | | | | | | | | |
| | | | | | | | | | | | | 56065099 PA | 6,244.42 | |
| | | | | | | | | | | | | CHECK TOTAL: | 6,244.42 | |

FIDO # : 22580795

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

6,244.42

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

248



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

1 of 36 accounts

Certified Owner:

GTI INVESTMENTS INVESTMENTS LP
PO BOX 7930
BEAUMONT, TX 77726-7930

Legal Description:

W W CHAISON L9 ALL & L8 S1/2 B31

Parcel Address: 4390 CHAISON ST

Legal Acres: 0.2410

Deposit No: B0130202419A
Validation No: 900000068729930
Account No: 012250-000/029400-00000
Operator Code: ALICIAS

Remit Seq No: 56065099
Receipt Date: 01/30/2024
Deposit Date: 01/30/2024
Print Date: 02/13/2024

NO.: 21845

| Year | Tax Unit Name | Tax Value | Tax Rate Per/100 | Levy Paid | P&I | Coll Fee Paid | Total |
|--------|---------------|-----------|------------------|-----------|--------|---------------|------------|
| → 2023 | Overpay | 0 | 0.000000 | 0.00 | 0.00 | 0.00 | 6,244.42 |
| | | | | \$0.00 | \$0.00 | \$0.00 | \$6,244.42 |

Check Number(s):
7036

PAYMENT TYPE:

Checks: \$6,244.42

Exemptions on this property:

Total Applied: \$6,244.42

Change Paid: \$0.00

ACCOUNT PAID IN FULL

PAYER:
GOLDEN TRIANGLE INVESTMENTS LP
PO BOX 7930
BEAUMONT, TX 77726-7930

12 PID# 21845 / MSN# 36000099 (36)

GOLDEN TRIANGLE INVESTMENTS, L.P.
P.O. BOX 7930
BEAUMONT TX 77726-7930

7036

88-772/3131
B77706

DATE 01/30/24

CHECK ARMOR

PAY TO THE ORDER OF

Jefferson County TAC

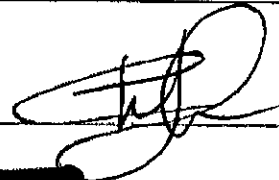
\$ 58,145.05

fifty-eight thousand one hundred forty-five and ⁰⁵/₁₀₀ DOLLARS

Mobiloil CREDIT UNION
mobiloilcu.org

Photo Safe Deposit Debit card

FOR



⑈007036⑈

[REDACTED]




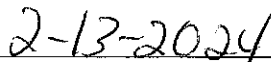
TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

Tax Refund Determination

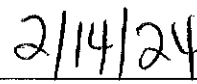
Taxpayer name: Pappas Restaurants, Inc.
 Address: 13939 NW Freeway, Houston, TX 77040
 Account Number: 700000-000/464225-00000
 Amount of Refund: \$9,067.75
 Reason: Taxpayer paid account in full on 12/21/2023. Taxpayer mailed in a subsequent payment (posted on 2/1/24) which resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wuenschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

02/13/2024 16:28:53
 TN536 SELECTION SEQUENCE 4482503
 HELD OVERPAYMENT REFUNDS

TAX COLLECTION SYSTEM
 REFUNDS SELECTED REPORT
 FROM: 02/01/2024 TO: 02/01/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$9066
 MAXIMUM DOLLAR AMOUNT: \$9068

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP | TOT | YEAR | UNIT | OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT | DATE | REMITTANCE# | STAT | AMOUNT | REFUND REASON(S) |
|---------------------------------------|-----|-----|------|------|------------|-------------|---------------|-----------------|------------|--------------|------|----------|------------------|
| 700000-000/464225-00000 | | | | | 191332 | | | M0201202414A | 20240201 | | | | |
| 2023 8001 PAPPADIAUX'S #14 / IH 10 S. | | | | | | TL | | 1 | 02/01/2024 | 56223778 | AA | 9,067.75 | |
| CHECK PAYEE: PAPPAS RESTAURANTS, INC | | | | | | | INV F&F M&E | | | CHECK TOTAL: | | 9,067.75 | |
| 13939 NW FREEWAY | | | | | | | | | | | | | |
| HOUSTON TX77040 | | | | | | | | | | | | | |

FIDO # : 25306688

TOTAL AMOUNT DUE FOR ACCOUNT .00

TOTAL ALL ACCOUNTS

9,067.75

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

252



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd Payment

Certified Owner:

PAPPADEAUX'S #14 / IH 10 S.
TAX DEPT
13939 NORTHWEST FREEWAY
HOUSTON, TX 77040

Legal Description:

INV F&F M&E

1 of 2 accounts

Parcel Address: 4040 INTERSTATE 10 S

Legal Acres: 0.0000

Deposit No: M0201202414A
Validation No: 900000068812447
Account No: 700000-000/464225-00000
Operator Code: DONNAS

Remit Seq No: 56223778

Receipt Date: 01/31/2024

Deposit Date: 02/01/2024

Print Date: 02/07/2024

NO.: 191332

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 0.00, 9,067.75. Row 2: \$0.00, \$0.00, \$0.00, \$9,067.75

Check Number(s):
285216

PAYMENT TYPE:

Checks: \$9,067.75

Exemptions on this property:

Total Applied: \$9,067.75

Change Paid: \$0.00

PAYER:

PAPPAS RESTAURANTS, INC
13939 NW FREEWAY
HOUSTON, TX 77040

THE BACK OF THIS DOCUMENT CONTAINS AN ARTIFICIAL WATERMARK - HOLD AT AN ANGLE TO VIEW

Pappas Restaurants, Inc.

13939 NW Freeway
Houston, TX 77040

45219(2)

Wells Fargo
115 Hospital Drive
Van Wert, OH 45891

RSN# 56203178

DATE Jan 24, 2024
VOID AFTER 90 DAYS

285216

56-382/412

9600119371

KIT

AMOUNT

Pay One Hundred Thirty Eight Thousand Thirty Nine Dollars and 47 Cents

\$138,039.47

to the Order of:

JEFFERSON COUNTY TAX DEPT
PO BOX 2112
BEAUMONT, TX 77704

C of Pappas

⑈ 285216⑈



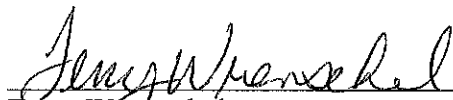



TERRY WUENSCHEL, PCC
INTERIM TAX ASSESSOR-COLLECTOR
JEFFERSON COUNTY, TEXAS

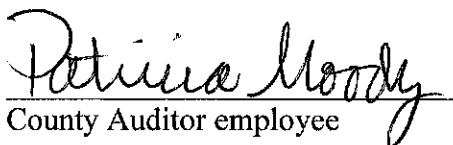
Tax Refund Determination

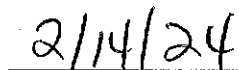
Taxpayer name: German Terri Allred DDS
 Address: 3635 Eastex Fwy, Beaumont, TX 77706-7529
 Account Number: 700000-000/234166-00000
 Amount of Refund: \$12,659.42
 Reason: Taxpayer mailed a payment that was posted on 2/1/24 which paid the account in full. Taxpayer made an e-check payment on 1/30/24 that was posted on 2/7/24 for the same amount. This resulted in a refund.

Upon review, by the Tax Office and Auditor's department, both agreed for placement of an agenda item on the Commissioners' Court agenda for approval as required by Tax Code Section 31.11.


 Terry Wunschel
 Interim Tax Assessor-Collector
 Jefferson County


 Date


 County Auditor employee


 Date

02/13/2024 16:28:53

TN536 SELECTION SEQUENCE 4482504
HELD OVERPAYMENT REFUNDSTAX COLLECTION SYSTEM
REFUNDS SELECTED REPORT
FROM: 02/07/2024 TO: 02/07/2024

PAGE: 1

MINIMUM DOLLAR AMOUNT: \$12658
MAXIMUM DOLLAR AMOUNT: \$12660

REFUNDS REPORTED FOR INSPECTION ONLY

| ACCOUNT NUMBER | UNP TOT YEAR UNIT OWNER NAME | APPR DIST # | SUIT REC TYPE | DEPOSIT RECEIPT DATE | REMITTANCE# STAT | AMOUNT | REFUND REASON(S) |
|-------------------------|--------------------------------------|-------------|------------------------------|----------------------|------------------|-----------|------------------|
| 700000-000/234166-00000 | 2023 8001 GERMAN TERRI ALLRED DDS | 177118 | TL | EC02072024 20240207 | 56450943 OK | 12,659.42 | |
| | CHECK PAYEE: GERMAN TERRI ALLRED DDS | | INV F&F M&E | 1 02/07/2024 | CHECK TOTAL: | 12,659.42 | |
| | 3635 EASTEX FWY | | | | | | |
| | BEAUMONT TX77067529 | | | | | | |
| | | | TOTAL AMOUNT DUE FOR ACCOUNT | | | .00 | |

TOTAL ALL ACCOUNTS

12,659.42

COUNT OF REFUND CHECKS

1

DUPLICATE TAX RECEIPT

256



TERRY WUENSCHER, P.C.C.
JEFFERSON COUNTY TAX ASSESSOR-COLLECTOR
P.O. BOX 2112, BEAUMONT, TX 77704
EMAIL: PROPERTY@JEFFCOTX.US
(409) 835-8516, WEBSITE: WWW.JEFFCOTAX.COM

2nd Payment

Certified Owner:

GERMAN TERRI ALLRED DDS
3635 EASTEX FWY
BEAUMONT, TX 77706-7529

Legal Description:

INV F&F M&E

Parcel Address: 3635 EASTEX FWY
Legal Acres: 0.0000

Deposit No: EC02072024
Validation No: 460
Account No: 700000-000/234166-00000
Operator Code: WCARR

Remit Seq No: 56450943
Receipt Date: 01/31/2024
Deposit Date: 02/07/2024
Print Date: 02/08/2024
NO.: 177118

Table with 7 columns: Year, Tax Unit Name, Tax Value, Tax Rate Per/100, Levy Paid, P&I, Coll Fee Paid, Total. Row 1: 2023 Overpay, 0, 0.000000, 0.00, 0.00, 0.00, 12,659.42. Row 2: \$0.00, \$0.00, \$0.00, \$12,659.42

Check Number(s):
CC005946950

PAYMENT TYPE:

Exemptions on this property:

eChecks: \$12,659.42
Total Applied: \$12,659.42
Change Paid: \$0.00

PAYER:
GERMAN TERRI ALLRED DDS
3635 EASTEX FWY
BEAUMONT, TX 77706-7529

PAYMENT DETAIL

REPORT CREATED: 02/08/2024 12:13:07 PM

2228888 // Jefferson County, Texas Tax Office

Payment Detail

| | |
|-------------------|----------------------|
| Payment ID | 100289252067 |
| Date/Time | 1/30/2024 3:13:26 PM |
| Amount | \$12,659.42 |
| Conv. Fee | \$0.00 |
| Flow | Payment |

Check Payment

| | |
|-----------------------|------------|
| Account Number | [REDACTED] |
| Routing Number | [REDACTED] |
| Origination | IVR |
| Outcome | Complete |
| Account Type | Checking |

Billing Information

| | |
|----------------------|-----------------------|
| First Name | ALRBA & GERMAN DDS PC |
| Middle Name | |
| Last Name | |
| Name Suffix | |
| Address | 3635 EASTW Fwy |
| City | BMT |
| State | TX |
| Postal Code | 77706 |
| Country | |
| Telephone | [REDACTED] |
| Email Address | |

Payor Information

| | |
|------------------------------------|--------|
| Payment Type | |
| Property Tax Account Number | 177118 |
| First Name | |
| Middle Name | |
| Last Name | |
| Name Suffix | |
| Address | |
| City | |
| State | |
| Postal Code | |
| Country | |
| Telephone | |

TEXAS HISTORICAL COMMISSION

ANTIQUITIES PERMIT APPLICATION

Historic Buildings and Structures

GENERAL PROJECT INFORMATION

Please complete the following. See detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures, for additional information.

| | | | |
|---|------------------|---------------------|-------------------|
| 1. Property Name and Location | | | |
| NAME OF STATE ANTIQUITIES LANDMARK Jefferson County Courthouse | | | |
| ADDRESS 1149 Pearl Street | CITY Beaumont | COUNTY Jefferson | ZIP CODE 77701 |

| |
|---|
| 2. Project Name |
| NAME OR BRIEF DESCRIPTION OF PROJECT WORK television mounting and sign hanging in basement |

| | | | |
|---|-----------------------------------|-----------------------|-------------------|
| 3. Applicant (Owner or Controlling Agency) | | | |
| OWNER/AGENCY Jefferson County | REPRESENTATIVE Jeff Branick | TITLE County Judge | |
| ADDRESS 1149 Pearl Street 4th Floor | CITY Beaumont | STATE TX | ZIP CODE 77701 |
| PHONE 409-835-8466 | EMAIL Jeff.Branick@jeffcotx.us | | |

| | | | |
|---|----------------------------------|---------------------------|-------------------|
| 4. Architect or Other Project Professional | | | |
| NAME/FIRM Greg Keller | REPRESENTATIVE | TITLE Dir. Maintenance | |
| ADDRESS 1149 Pearl Street | CITY Beaumont | STATE TX | ZIP CODE 77701 |
| PHONE 409-835-8511 | EMAIL Greg.Keller@jeffcotx.us | | |

| | |
|---------------------------------|-------------------------------|
| 5. Construction Period | |
| PROJECT START DATE 2/19/2024 | PROJECT END DATE 3/19/2024 |

PERMIT CATEGORY

Please select the category that best describes the proposed work. (Pick one.)

- | | | |
|---|--|--|
| <input type="checkbox"/> Preservation | <input type="checkbox"/> Reconstruction | <input type="checkbox"/> Relocation |
| <input type="checkbox"/> Rehabilitation | <input type="checkbox"/> Architectural Investigation | <input type="checkbox"/> Demolition |
| <input type="checkbox"/> Restoration | <input type="checkbox"/> Hazard Abatement | <input checked="" type="checkbox"/> New Construction |

ATTACHMENTS

For all projects, please attach the following:

- Written description of the proposed project;
- Project documents (plans, specifications, etc.); and
- Photographs of the property showing areas of proposed work.

Application reports may be required based on the project work or at the request of Texas Historical Commission staff. Please indicate if the following are provided with your application:

- | | |
|--|--|
| <input type="checkbox"/> Historic Structure Report | <input type="checkbox"/> Architectural Documentation |
| <input type="checkbox"/> Historical Documentation | <input type="checkbox"/> Archeological Documentation |

Antiquities Permit Application for Historic Buildings and Structures, Continued

PROPERTY NAME: Jefferson County Courthouse COUNTY: Jefferson

CERTIFICATIONS

The applicant and project professional must complete, sign, and date the following certifications. The Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties are available through links from the Antiquities Permits page on our website at www.thc.texas.gov/preserve/projects-and-programs/state-antiquities-landmarks/antiquities-permits. Standard permit terms and conditions are listed in the detailed instructions, How to Complete the Antiquities Permit Application for Historic Buildings and Structures. Special conditions may also be included in a permit. Please contact Texas Historical Commission staff with any questions regarding the Rules, our procedures, and permit requirements prior to signing and submitting a permit application.

Applicant's Certification

I, _____, as legal representative of the Applicant, _____, do certify that I have reviewed and approved the plans and specifications for this project. Furthermore, I understand that failure to conduct the project according to the approved contract documents and the terms of this permit may result in cancellation of the permit.

Signature [Handwritten Signature] ATTEST [Handwritten Signature] DATE 2/27/2024 Date 2-27-24

Project Professional's Certification

I, _____, as legal representative of the Firm, _____, do certify that I am familiar with the Texas Historical Commission's Rules of Practice and Procedure and the Secretary of the Interior's Standards for the Treatment of Historic Properties. Furthermore, I understand that submission of a completion report is required for all Historic Buildings and Structures Permits. Furthermore, I understand that failure to conduct the project according to the Rules, Standards, approved contract documents, and the terms of this permit may result in cancellation of the permit.

Signature _____ Date _____

SUBMISSION

Please submit the completed permit application in hard copy with original signatures to the mailing or physical address below, or electronically with scanned signatures to hspemrit@thc.texas.gov. Attachments, including plans and photographs, must be sent to the mailing address below or delivered to 108 West 16th St., Second Floor, Austin, TX 78701.

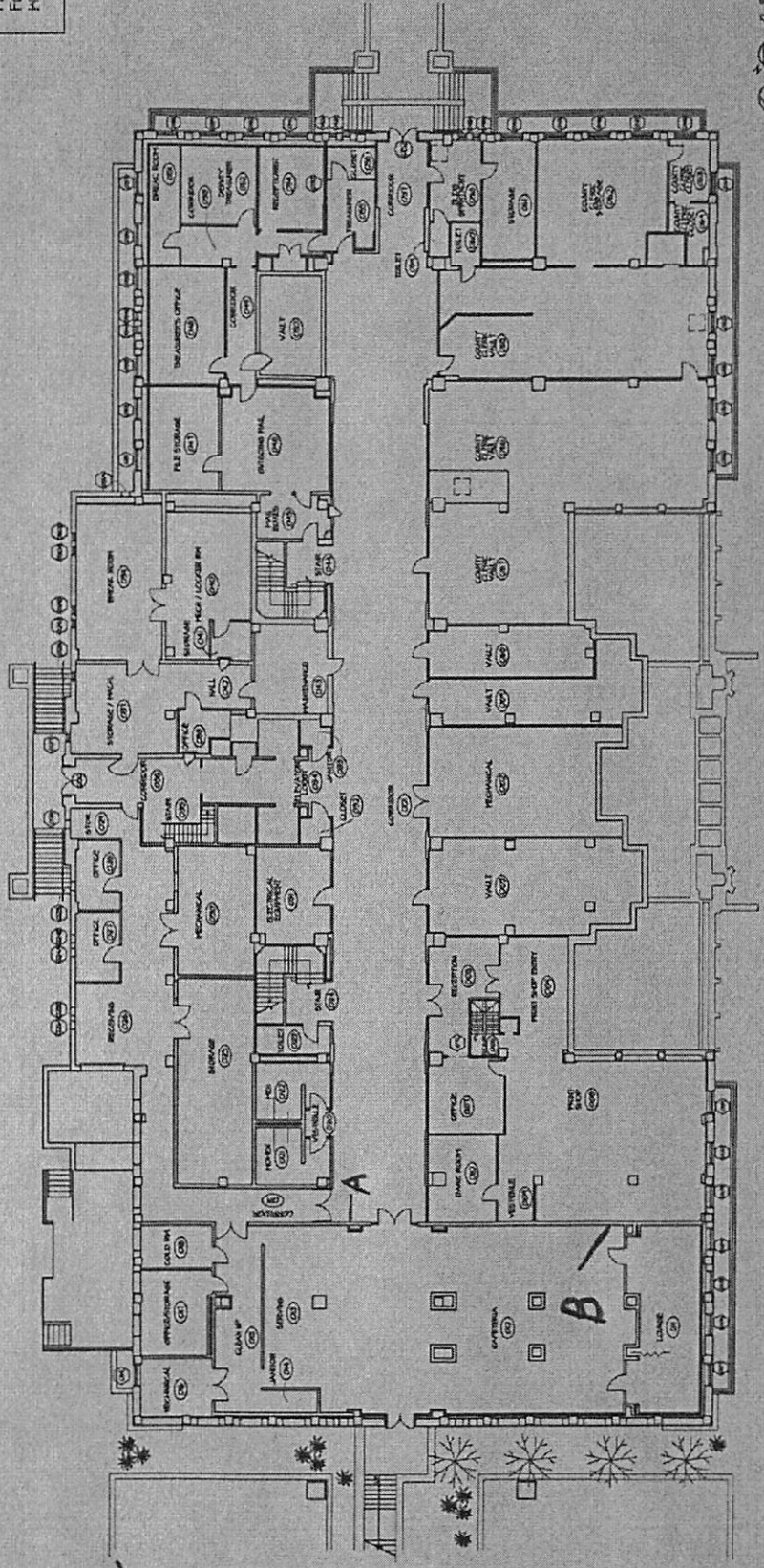
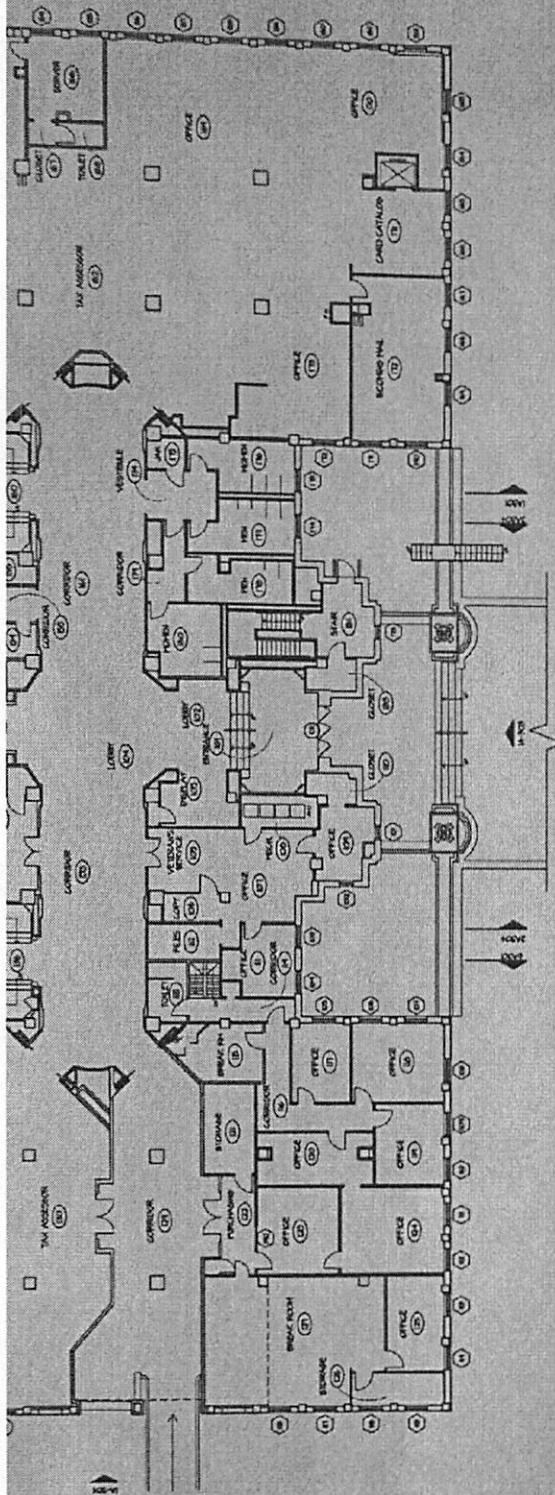
Texas Historical Commission
Division of Architecture
P.O. Box 12276
Austin, TX 78711-2276
512.463.6094
fax 512.463.6095
architecture@thc.texas.gov



FLOOR PLAN LE
2

NOTE:
FLOOR PLANS A
FOR REFERENCE
MINION NUMBER

FLOOR PLAN - BUGH
2



Location
A Sign
plaster wall

B TV
Sheetrock
Wall

A

B

Location A. Lighted Sign to be affixed to wall. Electrical drop to come through wall.



Location B, TV to be mounted to board affixed to wall.
Existing electrical
drop to be used. New cable outlet to be added. TV mount
will mimic mounts previously used.

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

1001 Pearl Street, Suite 103

Beaumont, TX 77701

(409) 835-8411

Donta Miller

Chief of Law Enforcement

Donta.Miller@jeffcotx.us

John Shaubberger

Chief of Corrections

John.Shaubberger@jeffcotx.us

DATE: February 21, 2024

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

FROM: Chief Donta Miller

RE: Resolution

Consider and possibly approve a Resolution recognizing Darcel D. Wells for her 18 years of service to the Jefferson County Sheriff's Department and wishing her well in retirement.

Chief Donta Miller
Jefferson County Sheriff Office
Law Enforcement Division



Resolution

STATE OF TEXAS

§
§
§

COMMISSIONERS COURT

COUNTY OF JEFFERSON

OF JEFFERSON COUNTY, TEXAS

BE IT REMEMBERED at a meeting of Commissioners Court of Jefferson County, Texas, held on the 27 day of February, 2024, on motion made by Cary Erickson, Commissioner of Precinct No. 2, and seconded by Everette Alfred, Commissioner of Precinct No. 4, the following Resolution was adopted:

WHEREAS, Darcel D. Wells, has devoted 18 years of her life serving the people of Jefferson County with pride and professionalism; and

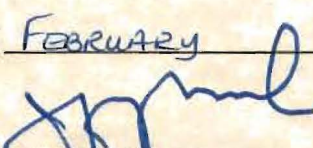
WHEREAS, Darcel D. Wells, has dedicated her talents and pledged her services as a Telecommunicator in the Communications (Dispatch) Division; and

WHEREAS, through hard work and commitment to excellence, **Darcel D. Wells**, has earned the respect of her colleagues and the citizens of Jefferson County; and

WHEREAS, having made a significant contribution to the Jefferson County Sheriffs' Office, **Darcel D. Wells**, is recognized for her unselfish devotion to the common good and welfare of the citizens of Jefferson County; and will be missed by her friends and co-workers.

NOW THEREFORE, BE IT RESOLVED that the Jefferson County Commissioners Court does hereby honor and commend **Darcel D. Wells**, for her dedicated service as a valuable employee of Jefferson County and wishes her well in her retirement.

SIGNED this 27TH day of FEBRUARY, 2024.




JUDGE JEFF R. BRANICK
County Judge




COMMISSIONER VERNON PIERCE
Precinct No. 1



COMMISSIONER MICHAEL S. SINEGAL
Precinct No. 3



COMMISSIONER CARY ERICKSON
Precinct No. 2



COMMISSIONER EVERETTE D. ALFRED
Precinct No. 4

