

Special, 3/5/2024 10:30:00 AM

BE IT REMEMBERED that on March 05, 2024, there was begun and holden a SPECIAL session of the Commissioners Court of Jefferson County, Texas, with the following members and officers present and participating except those absent as indicated:

Honorable Jeff Branick, County Judge

Commissioner Vernon Pierce, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff (ABSENT)

Absent

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
March 05, 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
March 05, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **05th** day of **March 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 - Discuss State and Local Fiscal Recovery Funds program (Rescue Funds) update.

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.

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

The following options are available:

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

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

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

INVOCATION: Everette "Bo" Alfred, Commissioner, Precinct Four

PLEDGE OF ALLEGIANCE: Vernon Pierce, Commissioner, Precinct One

PURCHASING:

- (a). Consider and approve specifications for Invitation for Bid (IFB 24-012/MR) Re-Bid Term Contract for Armored Car Service for Jefferson County.

SEE ATTACHMENTS ON PAGES 11 - 70

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (b). Consider and approve award, execute, receive and file contract for Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center; Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326 with Brave Architecture in the amount of \$606,691.00.

SEE ATTACHMENTS ON PAGES 71 - 215

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-065/MR) Term Contract for Mowing for Jefferson County with 3rd Coast Companies, LLC with pricing as shown in Attachment A.

SEE ATTACHMENTS ON PAGES 216 - 218

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (d). Consider and approve award, execute, receive and file Acceptance of Offer for Invitation for Bid (IFB 23-078/MR), Airboats for Jefferson County Sheriff's Office with Patriot Airboat Corporation for the total amount of \$187,000.00 for two airboats and trailers. Funded by Port Security Grant 2023.

SEE ATTACHMENTS ON PAGES 219 - 220

*Notice of Meeting and Agenda
March 05, 2024*

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

- (e). Consider and approve, execute, receive and file a contract extension for (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County with Rochester Armored Car Co., Inc. for an additional 34 days, to expire April 30, 2024.

SEE ATTACHMENTS ON PAGES 221 - 221

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

- (f). Consider and approve, execute an agreement (Agreement 24-014/MR) with ES&S for the rental of ten (10) poll place scanners and tabulators for the County Clerk’s Office in the amount of \$16,295.00; in accordance with the original contract executed on August 3, 2022.

SEE ATTACHMENTS ON PAGES 222 - 225

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

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – Port Arthur Maintenance – cameras at Jefferson County Probation & Health Department.

SEE ATTACHMENTS ON PAGES 226 - 226

120-6084-416-3084	MINOR EQUIPMENT	\$3,000.00	
120-6084-416-4009	BUILDINGS AND GROUNDS		\$3,000.00

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

- (b). Receive and file Jefferson County Community Supervision and Corrections Department Audited Financial Statements for the Year Ended August 31, 2023.

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SEE ATTACHMENTS ON PAGES 227 - 268

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

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

NO ATTACHMENTS

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

- (d). Consider and approve subrecipient agreement for American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Funds with the Cardinal Meadows Improvement District.

SEE ATTACHMENTS ON PAGES 269 - 278

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

- (e). Consider and approve accepting grant award modification 1 from High Intensity Drug Trafficking Area (HIDTA) program increasing funding by \$10,000 to a total of \$26,200 in grant award number G21HN0029A.

SEE ATTACHMENTS ON PAGES 279 - 282

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

- (f). Regular County Bills – check #515057 through check #515282.

SEE ATTACHMENTS ON PAGES 283 - 291

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 Affiliation Agreement for the Use of Clinical Facilities for the Education of Nursing and Health Education Students.

SEE ATTACHMENTS ON PAGES 292 - 299

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (b). Receive and file fully executed Amended Tax Abatement Agreement between Jefferson County and Zero Park I, LLC for Property Located in the Zero Parks 2023 Reinvestment Zone.

SEE ATTACHMENTS ON PAGES 300 - 300

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

COUNTY TREASURER:

- (a). Receive and File Investment Schedule for January, 2024, including the year to date total earnings on County funds.

SEE ATTACHMENTS ON PAGES 301 - 303

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

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

NO ATTACHMENTS

Motion by: Sinegal

Second by: Pierce

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

Action: APPROVED

ENGINEERING DEPARTMENT:

- (a).Execute, receive and file Utility Permit 02-U-24 between Jefferson County and Entergy Texas for the purpose of constructing, maintaining or repairing a utility or common carrier power line for distribution of 7.6KV to a pipeline substation on McDermand Road. This project is located in Jefferson County in Precinct 1.

SEE ATTACHMENTS ON PAGES 304 - 319

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (b).Execute, receive and file Pipeline Permit 02-P-24 and Road Use Agreement between Jefferson County and Energy Transfer Spindletop, LL, for the purpose of Ethylene pipeline crossing Hebert Road approximately .92 miles from Hwy 93. This project is located in Jefferson County in Precinct 2.

SEE ATTACHMENTS ON PAGES 320 - 338

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (c).Execute, receive and file Overweight Vehicle Permit 02-OW-24 and Road Use Agreement between Jefferson County and Air Products and Chemicals, Inc for the purpose of transportation of heavy equipment and hauling of materials along Erie Street. This project is located in Jefferson County in Precinct 4.

SEE ATTACHMENTS ON PAGES 339 - 354

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (d).Execute, receive and file Overweight Vehicle Permit 03-OW-24 and Road Use Agreement between Jefferson County and Energy Transfer Spindletop, LLC for the purpose of pipeline construction along .92 miles of Hebert Road from Hwy 93. This project is located in Jefferson County in Precinct 2.

Notice of Meeting and Agenda
March 05, 2024

SEE ATTACHMENTS ON PAGES 355 - 369

Motion by: Pierce

Second by: Erickson

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

Action: APPROVED

- (e).Execute, receive and file Overweight Vehicle Permit 04-OW-24 and Road Use Agreement between Jefferson County and Exxon Mobil Low Carbon Solutions Onshore Storage, LLC for the purpose of transporting equipment along Green Pond Gully Road and Lawhon Road. This project is located in Jefferson County in Precinct 1 and 4.

SEE ATTACHMENTS ON PAGES 370 - 385

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
March 05, 2024

Special, March 05, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, March 05, 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

March 5, 2024

Notice is hereby given that sealed bids will be accepted by the Jefferson County Purchasing Department for Invitation for Bid **(IFB 24-012/MR) Re-Bid Term Contract for Armored Car Service 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 Armored Car Service for Jefferson County
BID NUMBER: IFB 24-012/MR
DUE BY TIME/DATE: 11:00 AM CT, Wednesday, April 3, 2024
MAIL OR DELIVER TO: Jefferson County Purchasing Department
 1149 Pearl Street, 1st Floor
 Beaumont, Texas 77701

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

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

<p>PUBLISH: The Examiner: March 7, 2024 & March 14, 2024</p>
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BID SUBMISSIONS:

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

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

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

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

SECTION 1: GENERAL CONDITIONS OF BIDDING AND TERMS OF CONTRACT

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

1. BIDDING.**1.1 BIDS.**

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

1.2 AUTHORIZED SIGNATURES.

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

1.3 LATE BIDS.

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

1.4 WITHDRAWAL OF BID PRIOR TO OPENING.

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

1.5 WITHDRAWAL OF BID AFTER OPENING.

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

1.6 BID AMOUNTS.

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

1.7 EXCEPTIONS AND/OR SUBSTITUTIONS.

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

1.8 ALTERNATES.

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

1.9 DESCRIPTIONS.

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

1.10 BID ALTERATIONS.

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

1.11 TAX EXEMPT STATUS.

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

1.12 QUANTITIES.

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

1.13 BID AWARD.

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

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

1.14 SILENCE OF SPECIFICATIONS FOR COMPLETE UNITS.

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

1.15 ADDENDA.

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

1.16 GENERAL BID BOND/SURETY REQUIREMENTS.

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

1.17 GENERAL INSURANCE REQUIREMENTS.

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

1.18 RESPONSIVENESS.

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

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

1.19 RESPONSIBLE STANDING OF BIDDER.

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

1.20 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

1.21 PUBLIC BID OPENING.

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

2. PERFORMANCE.

2.1 DESIGN, STRENGTH, AND QUALITY.

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

2.2 AGE AND MANUFACTURE.

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

2.3 DELIVERY LOCATION.

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

2.4 DELIVERY SCHEDULE.

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

2.5 DELIVERY CHARGES.

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

2.6 INSTALLATION CHARGES.

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

2.7 OPERATING INSTRUCTIONS AND TRAINING.

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

2.8 STORAGE.

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

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

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

2.10 OSHA.

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

2.11 PATENTS AND COPYRIGHTS.

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

2.12 SAMPLES, DEMONSTRATIONS, AND TESTING.

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

2.13 ACCEPTABILITY.

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

2.14 MAINTENANCE.

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

accordingly.

2.15 MATERIAL SAFETY DATA SHEETS.

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

2.16 EVALUATION.

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

3. PURCHASE ORDERS AND PAYMENT.

3.1 PURCHASE ORDERS.

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

3.2 INVOICES.

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

3.3 PROMPT PAYMENT.

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

3.4 FUNDING.

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

4. CONTRACT.

4.1 CONTRACT DEFINITION.

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

4.2 CHANGE ORDER.

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

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

4.3 PRICE RE-DETERMINATION.

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

4.4 TERMINATION.

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

4.5 CONFLICT OF INTEREST.

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

4.6 INTEREST BY PUBLIC OFFICIALS.

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

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

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

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

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

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

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

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

4.8 INJURIES OR DAMAGES RESULTING FROM NEGLIGENCE.

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

4.9 WARRANTY.

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

4.10 UNIFORM COMMERCIAL CODE.

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

4.11 VENUE.

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

4.12 SALE, ASSIGNMENT, OR TRANSFER OF CONTRACT.

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

4.13 SILENCE OF SPECIFICATIONS.

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

5. REJECTION OR WITHDRAWAL.

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

6. EMERGENCY/DECLARED DISASTER REQUIREMENTS.

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

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

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

7. AWARD.

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

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

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

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

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

8. CONTRACT.

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

9. WAIVER OF SUBROGATION.

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

10. FISCAL FUNDING.

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

11. BID RESULTS.

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

Department.

12. CHANGES AND ADDENDA TO BID DOCUMENTS.

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

13. SPECIFICATIONS.

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

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

14. DELIVERY.

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

15. INTERPRETATION OF BID AN/OR CONTRACT DOCUMENTS.

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

16. CURRENCY.

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

17. PRICING.

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

18. NOTICE TO PROCEED/PURCHASE ORDER.

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

19. CERTIFICATION.

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

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

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

20. DEFINITIONS.

“County” – Jefferson County, Texas.

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

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

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

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

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

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

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

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

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

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

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

	<p>C. The Contractor agrees to send to each labor organization or representative of workers with which the Contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The Contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the Subcontractor is in violation of the regulations in 24 CFR part 135. The Contractor will not subcontract with any Subcontractor where the Contractor has notice or knowledge that the Subcontractor has been found in violation of the regulations in 24 CFR part 135.</p> <p>E. The Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the Contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Contractor's obligations under 24 CFR part 135.</p> <p>F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.</p> <p>G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).</p>	
<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>

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

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

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

	(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

Name and Title of Contractor's Authorized Official

Date

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

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

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

CIVIL RIGHTS COMPLIANCE PROVISIONS

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

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

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

SECTION 3: SPECIAL REQUIREMENTS/BID SUBMISSION INSTRUCTIONS

The following requirements and instructions supersede General Requirements where applicable.

1. SUBMISSION OF BID.

Bidder is Responsible for Submitting:

One (1) Original and two (2) Bid Copies; with all copies to include a Completed Copy of this Specifications Packet, **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, April 3, 2024.

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

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

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

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

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

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

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

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

COUNTY HOLIDAYS (2024):

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

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

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

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

2. PRE-BID MEETING AND WALK-THROUGH.

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

3. QUESTIONS/DEADLINE FOR QUESTIONS.

Questions may be emailed to **Mistey Reeves, Assistant Purchasing Agent** at: mistey.reeves@jeffcotx.us. If there is 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, March 22, 2024.

4. VENDOR REGISTRATION (System for Award Management).

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

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

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

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

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

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

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

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

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

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

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

FORM 1295 Implementation Background:

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

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

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

CERTIFICATE OF INTERESTED PARTIES		FORM 1295							
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY							
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE		Must file online at www.ethics.state.tx.us/File							
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. JEFFERSON COUNTY, TEXAS									
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. VENDOR: ENTER BID/PROPOSAL/CONTRACT/AGREEMENT REF# AND TITLE HERE									
4	Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)						
			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Controlling</th> <th style="width: 50%;">Intermediary</th> </tr> <tr> <td style="text-align: center;">X</td> <td></td> </tr> <tr> <td></td> <td style="text-align: center;">X</td> </tr> </table>	Controlling	Intermediary	X			X
Controlling	Intermediary								
X									
	X								
	VENDOR: ENTER EACH PERSON HAVING INTEREST, OWNERS ARE THE CONTROLLING PARTIES.								
	VENDOR: WORKERS (OR NON-OWNERS) IN YOUR COMPANY ARE INTERMEDIARY PARTIES.								
5 Check only if there is NO Interested Party. CHECK BELOW IF APPLICABLE <div style="text-align: right; margin-right: 50px;"><input type="checkbox"/></div>									
6 UNSWORN DECLARATION VENDOR: COMPLETE, DATE, AND SIGN THIS DECLARATION SECTION. My name is _____, and my date of birth is _____. My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country). I declare under penalty of perjury that the foregoing is true and correct. Executed in _____ County, State of _____, on the _____ day of _____, 20____. <div style="text-align: right; margin-right: 50px;"> _____ Signature of authorized agent of contracting business entity (Declarant) </div>									
ADD ADDITIONAL PAGES AS NECESSARY									

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

BIDDER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

6. MULTIPLE VENDOR AWARD.

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

7. DELIVERY.

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

8. PAYMENT.

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

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

Invoices shall be submitted to:

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

9. USAGE REPORTS.

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

10. INSURANCE.

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

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

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

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

Minimum Insurance Requirements:

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

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation

Statutory Coverage (See Section 9 Below)

11. WORKERS' COMPENSATION INSURANCE

11.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER INFORMATION FORM

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

Bid Number & Name: (IFB 24-012/MR) Re-Bid Term Contract for Armored Car Service for Jefferson County

Bidder's Company/Business Name: _____

Bidder's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

SECTION 4: MINIMUM SPECIFICATIONS

The following requirements and specifications supersede General Bid Requirements where applicable. Any questions relating to bid submission or bid item specifications requirements should be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or via email at: mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or via email at: deb.clark@jeffcotx.us. Please reference Bid Number: IFB 24-012/MR.

SCOPE OF PROJECT:

Jefferson County is seeking bids for Armored Car Service. Vendor shall provide Armored Car Services for Jefferson County subject to the terms and conditions stated herein for an initial period of one (1) year beginning on or about Date of Award, with an option to renew for an additional four (4) years.

1. Renewal Option

Jefferson County may consider a renewal option for four (4) additional years based upon the same terms and conditions as the original year. Renewal is subject to approval by Jefferson County Commissioners' Court each period. Once renewal option is exhausted, the contract must be rebid.

Year 2	2025 - 2026
Year 3	2026 - 2027
Year 4	2027 - 2028
Year 5	2028 - 2029

2. Uniforms and Employee Identification Badges

As identification for admittance into buildings, Contractor shall require that all its employees wear the company uniform and an employee identification badge.

3. Contract

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

4. Insurance

See Pages 32-34, Special Requirements/Instructions for insurance requirements.

5. Overnight Vault Service

The Contractor shall provide overnight vault services, or adequate security measures, including coverage, for all bank bags held in their possession overnight.

6. Specifications

Successful bidder shall contract to call for sealed shipments containing moneys, checks, and/or securities, to receipt therefore, and to deliver same in like condition to bank listed below. Bank bags shall be returned to the County after consignee releases the bags.

Office hours for service are five (5) days per week, except County holidays, between the hours of 8:00 a.m. and 5:00 p.m.

All deliveries must be made to the Cash Vault no later than 3:00 CST for same day credit.

County Holidays – 2024:

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

Delays: The successful Contractor shall not be held liable for delays or nonperformance due to the fault of the County. However, the Contractor shall be totally responsible for the safety and security of the County's sealed deposits in the Contractor's possession. The Contractor shall be required to contact the Jefferson County Treasurer in the event of a delay and shall arrange an alternative pickup time that is mutually agreed upon. Pickups suspended because of an Act of Nature, including flooding or weather related situations shall not be invoiced to the County. The Contractor is not required to attempt pickup on days the County closes as announced on radio or television due to incremental weather.

Lost or Damaged Deposits: In the event of sealed deposit loss or damage, within twenty-four (24) hours of the loss or damage, the Contractor shall submit written reports to the County stating the type and amount of loss. Salvage, reclamation, and/or reconstruction shall begin as soon as possible following the loss or damage. All costs related to the loss or damage to the deposits in the care, custody, and control of the Contractor shall remain the sole responsibility of the Contractor. The County will assist in the proper identification of any such sealed deposits lost or damaged and will make every effort to minimize costs and or further loss or damage. However, the County's help to minimize costs does not, in any way, relieve the Respondent's liability of any loss or costs arising from the incident.

Points for pick-up and banks designated as our consignees are as follows:

ITEM # 1: Five (5) Days Per Week

Pick-up from: **Treasurer, Community Supervision, and Tax Office** – Beaumont pick –up and deliver to designated consignee.

Location	Consignee	Pick-up Time
1. Jefferson County Treasurer's Office Courthouse, 1149 Pearl Street, Beaumont, TX 77701 a. Tax Office Funds b. Other County Funds c. County & District Clerk Trust Funds	Stellar Bank 55 IH-10 North Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00 pm.
2. Jefferson County Community Supervision 820 Neches Street, Beaumont, TX 77701	Stellar Bank 55 IH-10 North Beaumont, TX 77701	11:00 am– 2:30 pm Note: Office is Closed from 12:00 pm – 1:00 pm.

ITEM # 2: Five (5) Days Per Week (Mid and South Jefferson County)

Pick-up from: **Community Supervision, Juvenile Probation, Juvenile Probation, Port Arthur Tax Offices; Justice of the Peace, Constable Office, County Clerk, Jefferson County Airport; Tax Office; and Justice of the Peace #7.** Mid-County and South County pick-up and deliver to designated consignee.

Location		Consignee	Pick-up Time
1.	Jefferson County Community Supervision 800 4 th Street, Port Arthur, TX 77640	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
2.	Jefferson County Tax Office , Justice of the Peace, County Clerk and Constable Offices, Sub-Courthouse; 525 Lakeshore Drive, Port Arthur, TX 77642	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
3.	Jefferson County Airport (5000 Jerry Ware Drive, Beaumont, TX 77705), Tax Office (4605 Jerry Ware Drive, Beaumont, TX 77705) and Justice of the Peace Pct. #7 (7933 Viterbo Road, Suite 1, Beaumont, TX 77705)	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
4.	Jefferson County Juvenile Probation, 900 Fourth Street, Port Arthur, TX 77640	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
5.	Minnie Rogers Juvenile Justice Center, 5326 Hwy 69 S, Beaumont, TX 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00am – 11:00 am

ITEM # 3: Two (2) Days Per Week:

Pick-up from: The offices of **Pct. 4 Constable** and **Justice of the Peace**. Pick-up at 19217 Hwy. 365, Beaumont, TX 77705 and deliver to designated consignee.

Location		Consignee	Pick-up Time
1.	Precinct 4 Constable Office 19217 Hwy. 365, Beaumont, TX 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am
2.	Precinct 4 Justice of the Peace 19217 Hwy. 365, Beaumont, TX 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am

ITEM # 4: Six (6) Days Per Week:

Pick-up from: The **Jefferson County Correctional Facility** (Releases), 5030 Highway 69 South, Beaumont TX, 77705 and deliver to designated consignee.

Location		Consignee	Pick-up Time
1.	Jefferson County Correctional Facility 5030 Highway 69 South, Beaumont TX, 77705	Stellar Bank 55 IH-10 North Beaumont, TX 77701	8:00 am – 11:00 am

Note: All deliveries must be made to the Cash Vault no later than 3:00 p.m. CST for same day credit.

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

For clarification of this offer, contact:

Company Name

Address

City State Zip

Signature of Person Authorized to Sign

Printed Name

Title

Name & Title

Phone Fax

E-mail

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Re-Bid Term Contract for Armored Car Service for Jefferson County. Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 24-012/MR, Re-Bid Term Contract for Armored Car Service for Jefferson County. The Contractor has not been authorized to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a notice to proceed from the Jefferson County Purchasing Agent.

COUNTERSIGNED:

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

Date

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

BID FORM

Item	Description	Lump Sum per month (2024-2025)	Lump Sum per month (2025-2026) Renewal Year 1	Lump Sum per month (2026-2027) Renewal Year 2	Lump Sum per month (2027-2028) Renewal Year 3	Lump Sum per month (2028-2029) Renewal Year 4
1.	<p><u>(5) Days Per Week:</u> Pick-up from: Treasurer and Community Supervision. Beaumont and deliver to designated consignee.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2.	<p><u>(5) Days Per Week:</u> Pick-up from: Community Supervision 800 4th Street Port Arthur, TX 77640 Port Arthur Tax Offices; Justice of the Peace and Constable Offices; County Clerk; 525 Lakeshore Dr. Port Arthur, TX 77640 Jefferson County Airport; Tax Office; and Justice of the Peace #7, Mid-County Juvenile Probation 900 Fourth Street Port Arthur, TX 77640 Juvenile Probation 5326 Hwy 69 S. Beaumont, TX 77705 Deliver to designated consignee.</p>	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

<p>3.</p>	<p><u>(2) Days Per Week:</u> Pick-up from: The offices of Pct. 4 Constable and Justice of the Peace, 19217 Hwy. 365, Beaumont, TX 77705 and deliver to designated consignee.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>
<p>4.</p>	<p><u>(6) Days Per Week</u> Pick- up from: Jefferson County Correctional Facility (Release), 5030 Highway 69 South, Beaumont TX, 77705 and deliver to designated consignee.</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>	<p>\$ _____</p>

Note: All deliveries must be made to the Cash Vault no later than 3:00 p.m. CST for same day credit.

BIDDER ACKNOWLEDGEMENT OF BID ADDENDA (IF APPLICABLE):

Addendum 1 _____ Date Received _____

Addendum 2 _____ Date Received _____

Addendum 3 _____ Date Received _____

BIDDER: INCLUDE FULL, SIGNED, & ATTESTED COPY OF EACH ADDENDUM ISSUED WITH BID SUBMISSION.

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work:

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

Bidder (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

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

CONFLICT OF INTEREST QUESTIONNAIRE

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.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)</p>		
<p>3 Name of local government officer about whom the information in this section is being disclosed.</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p> <p>This section (item 3 including subparts A, B, C, & D) must be completed for each officer with whom the vendor has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.</p> <p>A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the vendor?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="text-align: center;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Signature of vendor doing business with the governmental entity 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>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.</p>		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
2	Office Held	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
5	<p>List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p>Date Gift Accepted _____ Description of Gift _____</p> <p align="center">(attach additional forms as necessary)</p>	
6	<p>AFFIDAVIT</p> <p>I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.</p> <p align="right">_____</p> <p align="right">Signature of Local Government Officer</p> <p>AFFIX NOTARY STAMP / SEAL ABOVE</p> <p>Sworn to and subscribed before me, by the said _____, this the _____ day of _____, 20 _____, to certify which, witness my hand and seal of office.</p> <p>_____ Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath</p>	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE) DETERMINATION CHECKLIST

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

Yes No

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

Did the Prime Contractor/Consultant . . . ?

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

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

Printed Name of Authorized Representative

Signature

Title

Date

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

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

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

Yes No

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

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

Contractor Name: _____ HUB: Yes No

Address: _____
Street City State Zip

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

Project Title & No.: _____

Prime Contract Amount: \$ _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

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

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

Description of Subcontract Work to be Performed: _____

Printed Name of Contractor Representative

Signature of Representative

Date

Printed Name of HUB

Signature of Representative

Date

Note: Nothing on this Notice of Intent Form is intended to confer any rights, expressed or implied, to any third parties.

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

REQUIRED FORM

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

**HISTORICALLY UNDERUTILIZED BUSINESS (HUB)
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): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

**THIS FORM IS FOR
OFFICE USE ONLY**

BID AFFIDAVIT

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

STATE OF _____ COUNTY OF _____

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

on this day personally appeared _____, who
(name)

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

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

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

Name and address of Bidder: _____

Fax: _____ Telephone# _____

by: _____ Title: _____
(print name)

Signature: _____

SUBSCRIBED AND SWORN to before me by the above-named

_____ on

this the _____ day of _____, 20__.

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

Notary Public in and for
the State of _____



28 February 2024

Deborah L. Clark
Purchasing Agent
Jefferson County
1149 Peral Street, 1st Floor
Beaumont, TX 77701

Re: Architecture and Engineering Fee Proposal for Jefferson County Diversion Center (reference RFQ 23-061/MR) - Revision 2

Dear Purchasing Agent Clark,

Per your request, **BRAVE/**architecture ("Architect") is pleased to submit this Proposal to you ("Client") for Architectural, Building Envelope, Landscape, Structural, MEP and AVIT services for the Jefferson County Diversion Center project located at 3890 FM3514, Beaumont, TX 77705. Civil has been included as an additional service because

BRAVE/architecture would be able to begin work immediately after receipt of a signed proposal. I would be glad to answer any questions you may have regarding this Proposal and look forward to working with you.

PROJECT UNDERSTANDING & SCOPE OF WORK

BRAVE/architecture ("Architect") understands that Jefferson County ("Client"), plan to renovate and redesign an abandoned juvenile detention facility into a diversion center. The County is requesting the redesign of one existing building of approximately 18,000 square feet made of (4) four individual pods in the building, within an existing structure. The project includes documenting the current facility, building envelope analysis, redesign of the building, systems and site.

The Scope of Work excludes any work within adjacent buildings.

This Proposal includes professional services for the completion of the Design, Construction Documents, Permitting & Bidding, and Construction Administration Phases.

It is understood by the Architect that the construction method of delivery will be a negotiated contract, in a closed bid process following public funding protocol. The Project budget is set at approximately \$6,000,000 for (2) two of the pods to be constructed now. The remaining (2) two pods to be constructed in future with additional funds. The architectural drawings will include the (2) pods being constructed with the current funds. Shall the Client need additional services for the future buildouts, those fees will be issued at that time.

SCOPE OF BASIC SERVICES

Based upon a complete site survey, asbuilt drawings and a space program, all to be provided by the Client, the Architect will complete Design and Construction Documents consisting of drawings and specifications setting forth the requirements for the permitting, bidding and construction of the Project. The Architect's Scope of Work includes the following:

4200 Montrose Blvd.
Suite 400
Houston, TX 77006

713.524.5858
bravearchitecture.com



A. Schematic Design

Upon receipt of, and based on the information and items listed above, the Architect will complete Schematic Design drawings and services that will include:

1. Basic measurement of the main elements of the existing building and preparation of base drawings to be used during design and documentation
2. Plans and elevations of the proposed improvements, as well as any other drawings deemed necessary by the Architect to accurately represent the Project in this Phase
3. Renderings as needed per the Architect's determination
4. Schematic Design prepared in accordance with applicable codes
5. Up to two (2) progress review meetings
6. The Architect recommends engaging a contractor at the end of this Phase to assess the estimated construction cost of the Project to ensure the Client is satisfied with the direction and Scope of the Project
7. The duration of this Phase will be agreed upon between the Architect and the Client at the beginning of work

B. Design Development

Based upon the Client's written approval (email) of the Schematic Design, the Architect will complete Design Development, which will include the following:

1. Preparation of all customary drawings and specifications deemed necessary by the Architect to accurately represent the Project in this Phase
2. Engineering design in collaboration with the Project's consultants
3. Presentation of Design Development documents to the Client for authorization to proceed with Construction Documents
4. Up to two (2) progress review meetings between the Architect and the Client
5. The duration of this Phase will be agreed upon between the Architect and the Client at the beginning of work

C. Construction Documents

Based upon the Client's written approval (email) of the Design Development package, plus other pertinent information to be provided by the Client, the Architect will complete Construction Documents consisting of drawings and specifications setting forth the requirements for the permitting, bidding, and construction of the project, and will accordingly provide and provide the following:

1. Construction Drawings incorporating any comments received from the Client during the Design Phase (floor plans, elevations, details, schedules, and diagrams) as deemed necessary by the Architect to accurately represent the Project for permitting, bidding, and construction
2. Engineering design and documentation in collaboration with the Project's engineers
3. Final selection of materials, fixtures and equipment as required
4. Project Specifications (on construction set)
5. Submittal of the Construction Documents set to the Client for review and approval
6. Up to three (3) progress review meetings are included in this Phase
7. The duration of this Phase will be agreed upon between the Architect and the Client at the beginning of work

At the end of this Phase, the Client will submit the Project to the State of Texas for the mandatory Accessibility Review. This submission is a State requirement, and both the Architect and Client are required to comply with it. The Client is responsible for submitting and paying the State's plan reviewer for the cost of this Accessibility Review and all associated State review and inspection fees as well as the project's registration through TDLR.



D. Permitting

During this Phase, the Architect will assist the Client as needed while permitting the project. Upon the Client's approval of the Construction Documents, the Architect will:

1. Submit the Project for Building Permit
2. Issue documents for Permitting by the Client's selected contractor
3. Incorporate permitting comments into documents based on plan review by permitting authorities
4. One (1) progress review meeting between the Architect and the Client
5. Duration for this Phase will be greatly driven by the permitting authorities
6. For this Phase, the Architect has assumed a maximum of six (6) hours per week or a total of sixty (60) total hours; time spent beyond this allowance will be billed by the Architect and paid by the Client based on the hourly rates included in this Proposal under Additional Services

E. Bidding

During this Phase, the Architect will assist the Client as needed while bidding the project. Upon the Client's approval of the Construction Documents, the Architect will:

1. Attend a pre-bid conference with contractors
2. Provide written interpretation of documents and distribution of Addenda as needed
3. Assist the Client in evaluating bids if requested
4. One (1) progress review meeting between the Architect, Contractor and the Client
5. Duration for this Phase will be greatly driven by the Client and their bidding contractor(s)
6. For this Phase, the Architect has assumed a maximum of four (4) hours per week or a total of forty (40) total hours; time spent beyond this allowance will be billed by the Architect and paid by the Client based on the hourly rates included in this Proposal under Additional Services

D. Construction Contract Administration

The Architect will provide Construction Contract Administration services for the Project. Construction Observation and Contract Administration Services are based on an up to forty week (40) construction period from authorization to proceed to the contractor to the date of Substantial Completion of the Project. Basic services to be provided during this Phase include:

1. Conducting pre-construction conference attended by the Client, the Architect, the Consulting Engineers, the General Contractor and selected sub-contractors
2. Clarifying construction documents for execution and progress of work
3. Reviewing and processing the Contractor's monthly pay requests
4. Design and Contract Administration Services beyond the following limits shall be provided by the Architect as Additional Services:
 - a. Up to two (2) reviews of each shop drawing, sample, and similar submittal or each item; general contractor shall review these for conformance with the terms of the contract prior to sending them to the Architect
 - b. Bi-weekly visits to the site by the Architect over the duration of construction period described above
 - c. Up to two (2) site visits to determine whether the work is substantially complete in accordance with the requirements of the Contract Documents
 - d. Up to one (1) site visit to determine final completion
5. Receive and forward to the Client the Contractor's record drawings, manuals and guarantees (close-out documents)
6. For this Phase, the Architect has assumed a maximum of twelve (12) hours per week or a total of four-hundred and eighty (480) total hours for the entire period of



construction; time spent beyond this allowance will be billed by the Architect and paid by the Client based on the hourly rates included in this Proposal under Additional Services

SCOPE OF ENGINEERING WORK

Civil Engineering

Our scope of work includes new 16 parking spaces, repairing sidewalks, and upgrading detention volume as required by the local jurisdiction. We will be to design, engineer and produce Civil Engineering Construction Documents (CD) required to obtain plan approval from the city if required, and private utility companies for use in obtaining site related construction permits. Our typical full service will carry through plan permitting and Construction Administration (CA) phase. Our CA service includes reviewing submittals and responding to RFI's.

We will provide signed and sealed drawings and specifications for construction. These deliverables will be created using various software including Autodesk Civil 3D, Bluebeam Revu and Microsoft Office 365. (See attached proposal for more information)

Landscape Architecture

Consultant shall provide schematic design, construction documentation, and construction administration services. These services shall include the following Planting Design and Irrigation drawings and specifications, and preliminary cost estimates probable construction costs. Construction administration will include submittal reviews, rfi responses, site visit with report and closeout document review.

Exclusions include Fountain/ Pool Structural and Mechanical, Water Proofing, Electrical and Plumbing (MEP) Engineering and Structural Engineering. KW will review submittals from fountain/pool sub-contractor for design intent only. (See attached proposal for more information)

Structural Engineering

Consultant scope includes design, engineer and document for the foundations and structural improvements for the project as listed above. Scope Includes:

- Site improvements foundations.
- Addition of openings in exterior walls and required additional structural support.
- Strategic demolition of interior walls. (Structural verification walls are not load bearing).
- Miscellaneous steel attachment/bracing to existing structure.
- Coordination and detailing of interior slab trenching and pour back details.

Our typical full-service will carry through SD, DD, CD, and CA phases. Our CA service includes reviewing shop drawings, answering RFI'S. We will provide signed and sealed drawings and specifications for construction; our deliverables will be created using Revit structure (BIM Technology) and we will coordinate our model with the architectural and MEP models. Site Visits are included as an additional service with a separate associated fee. (See attached proposal for more information)

MEPF Engineering

Consultant scope includes Schematic Design (SD), Design Development (DD), Construction Documents (CD), and Construction Administration (CA) phases for this project. The SD phase include an initial site visit to verify existing conditions and providing a project narrative for owner approval. We will provide one DD review package, and owner comments will be



picked up and require approval prior to moving forward with the CD phase. Any owner comments at this point (barring any major change in scope) would be included in the design fee. During the CD phase ASEI will provide 50%, permit set, and construction sets. 50% set will require owner approval prior to the city review and permit process. Once again, any owner changes would be included (barring any major change in scope). CA includes submittal review, bidder/contractor questions, RFI responses, shop drawing reviews, five (5) field reports, one (punch walk, one (1) final walk, and one (11-month warranty walk. A separate fee is listed below for additional on-site construction observations/visits. Any other site visits will be billed as an additional service according to the terms below. ASEI has included up to twelve (12) coordination meetings with the architect design team.

HVAC design shall include complete permit ready plans and specifications for Heating, Cooling, Ventilation, Exhaust and controls required for a complete and operational system. Complete heat loss calculations shall be performed to size heating and cooling units. The system will include interior and exterior offices zoned independently. At the initial project Kick-off meeting and design development phase the following information will be coordinated with the Architect / Owner:

1. Existing cooling and heating system type(s).
2. Cooling and heating efficiencies required for new equipment.
3. Air distribution style desired, or match existing.
4. Exhaust system type(s) and requirements.
5. Ventilation requirements based on occupancies.
6. Control / EMS system requirements.
7. Special reports or energy compliance documentation required

Plumbing design shall include complete permit ready plans and specifications for domestic water and sewer required for a complete and operational system. Complete water and fixture calculations shall be performed to size domestic water and sewer piping. Water and sewer design will be completed to existing mains. Domestic Water Meter size will be verified as part of this scope. At the initial project Kick-off meeting and design development phase the following information will be coordinated with the Architect / Owner:

1. Water heating system type and locations.
2. Plumbing fixture types and styles desired, or match existing.
3. Special water / need reports required by the city or owner.

Electrical design shall include complete permit ready plans and specifications for power and lighting required for a complete and operational system. Complete calculations shall be performed to determine size power distribution equipment and determine fault currents. Utility Coordination is excluded from our scope unless otherwise noted or requested. Cut sheets for any equipment specified by the owner, architect, or another consultant will be provided to ASEI. At the initial project Kick-off meeting and design development phase the following information will be coordinated with the Architect / Owner:

1. Lighting fixture types, and styles including who will do the fixture selection.
2. Lighting control types required.
3. Special power systems required for server(s) etc.
4. Special reports or energy compliance documentation required.

Fire Suppression scope will include performance specifications and drawings. Full design for construction by fire construction subcontractor.



This consultant proposal lists Construction Phases 1 and 2, but only Phase 1 of Construction Administration is being incorporated into this contract with associated fees, as requested by the Client. Phase 2 Construction will be added to scope at a future date. Construction administration shall include submittal review (up to two reviews per submittal), RFI response, and bidder/contractor questions, and bid assistance. These items are included in the fixed fee proposal. Additional site visits, including the punch list site visit, are considered an additional service. The client must approve the written Additional Service Agreement (ASA) before the visit can be completed. Any contractor field changes, resulting from value engineering, differences from design specifications or owner revisions that require revision to the drawings will be considered additional scope. (See attached proposal for more information)

Building Envelope

Building Envelope scope includes performing professional engineering services for design/constructability review related to building envelope components (roofing, exterior walls, windows, balconies, air barriers, and waterproofing) included in the specifications and drawings. Perform a site visit to document existing conditions. In addition, our proposal includes providing technical support during construction that could consist of reviewing submittals, mock-ups, performing site visits, attending project meetings, miscellaneous technical support services and 11-month warranty walk. (See attached proposal for more information)

Technology Consultant

Document deliverables for Technology include Schematic Design narratives. Design Development includes narratives, conceptual drawings, and CSI format specifications. Construction Documents from 50% to For Construction include detailed drawings and CSI format specifications. Coordination of the Information Technology system design and requirements with the A/E design team.

Assist the Owner / Architect with bid evaluations and recommendations. Contract Administration including (7) periodic site observation visits with supporting job field reports, submittal review/comment, RFI review/comment. Record documents based upon Contractor provided as-builts. Record documents to include drawings and specifications delivered in both native and PDF format. (See attached proposal for more information)

Information Transport Systems infrastructure to include:

- UTP cabling with medium density work-area outlets to support voice/data and network connectivity to support IP solutions for Electronic Surveillance systems.
- Backbone cabling riser cabling schematics including routing, pair / strand counts to each respective telecom room.
- Infrastructure design to support wireless access connectivity in specific building areas.
- Telecom Rooms (TR's) design, layout and connectivity including detailed plan views, rack elevations, and wall sections.

Electronic Security systems design to include:

- Access Control
- Intrusion Detection
- Electronic Surveillance
- Emergency Notification and Duress

QUALIFICATIONS

1. This Proposal is valid for sixty (60) days from issuance; the Architect reserves the right to withdraw the offer on this Proposal at any time before its execution by the Client
2. The Architect will provide only services clearly stated in this proposal



3. Issuance of the Architect's Instruments of Services or deliverables to the Client, at any and all Phases, is contingent on the Client being current on payment of all invoices issued by the Architect
4. The services of the subconsultants included in this Proposal are limited to the descriptions included in their respective Proposals to the Architect (attached)
5. No consultants beyond those expressly listed are included in the scope of work
6. Consultants can be added to the Architect's scope of work at cost plus 10%
7. Services for fees indicated as an Allowance in this Proposal will be billed by the Architect as Additional Services and paid by the Client on an hourly basis
8. This Proposal is based on a maximum design time from notice to proceed to issuance of Construction Documents of up to nine (9) months
9. Design and/or Construction Documents for Public Right-of-Way taps, if required, are excluded from this Proposal
10. Traffic Impact Analysis, if required, is excluded from this Proposal
11. Cost and fees associated with submittal for accessibility reviews and/or building permits are excluded from the Architect's fees (Final permit fees should be included in the Contractor's contract for construction)
12. FF&E services are excluded from the Architect's Scope of Work
13. The Client shall provide access to the work site to the Architect and its consultants as required for the performance of the Work; visits to the site will be scheduled through, and coordinated by the Client
14. All direct project expenses such as, but not limited to, plotting, printing, deliveries, are excluded from the Architect's fees, and will be billed as Reimbursable Expenses
15. Work related to value engineering or to a change in the Client's requirements or Scope of Work is excluded
16. All work associated with the identification, containment or abatement of asbestos or other hazardous materials is excluded
17. Assessment, measurement and drawing of existing facilities beyond what is provided by the Client or is expressly stated in this Proposal are not a part of the Scope of Work, but can be provided by the Architect and billed as Additional Services after an estimate of cost of services is approved in writing by the Client

COMPENSATION

Compensation for this Project is a Lump-sum and is based on the work described under Scope of Work and is not contingent on the Client receiving payment or funding from a third-party source. The Client understands that the Architect reserves the right to contact the Client's client or funding source in the case of lack of payment to the Architect. Services rendered under each task or Phase will be billed by the Architect monthly based on Project progress and will be paid by the Client immediately upon receipt of the Architect's invoice. No deductions to the Architect's payments will be made by the Client on account of penalty, liquidated damages, or on account of the cost of changes in the work, or for any other reason. Amounts unpaid thirty (30) calendar days after the invoice date shall bear interest at the current PNC Bank Prime Rate plus two (2%) APR percent or the maximum non-usurious rate permitted by law, whichever is lower at the principal place of business of the Architect.

For this Project, the Architect proposes the following fee:

BASIC SERVICES

Architecture

Base Drawing Preparation	\$16,800
Schematic Design	\$63,020
Design Development	\$105,040
Construction Documents	\$147,050
Bidding	\$8,400



	Permitting	\$16,800
	Construction Administration	\$63,020
	Subtotal Architecture	\$420,130
Consultants		
	Landscape Architect	\$9,500
	Structural Engineering	\$27,800
	MEPF Engineering	\$57,550
	AV & IT, Security Engineering	\$18,751
	Building Envelope	\$18,200
	Civil Basic Services + TDI	\$37,800
	Administrative Fee (10%)	\$16,960
	Subtotal Consultants	\$186,561
TOTAL BASIC SERVICES		\$606,691

ADDITIONAL SERVICES

Additional Services, if required, will be estimated in advance for the Client's approval and will be invoiced monthly. The Architect will not proceed with Additional Services unless the Client issues written authorization. The following is a partial list of services that the Architect can perform, at the request of the Client, as additional services:

1. Significant changes to the Scope of Work outlined in this Proposal
2. Programming and Planning services beyond what is stated in this Proposal
3. Services of consultants beyond those specifically included herein
4. Revisions to construction documents resulting from changes to approved documents as requested by the Client or the Contractor
5. Models, renderings or computer-aided 3-D graphics beyond those deemed necessary by the Architect to illustrate the Project to the Client
6. Services or coordination of consultants not included in this Proposal that may be required for the Project
7. Construction cost estimating

Architecture

Additional services will be estimated in accordance with the following schedule of hourly rates:

<u>Category</u>	<u>Rate</u>
Founding Principal	\$425/hour
Principal	\$265/hour
Associate Principal	\$220/hour
Project Manager	\$190/hour
Project Architect	\$135/hour
Interior Designer	\$135/hour
Architectural Staff	\$110/hour
Business Manager	\$150/hour
Marketing Manager	\$125/hour
Administrative Assistant	\$105/hour

REIMBURSABLE EXPENSES

Reimbursable Expenses are in addition to the compensation for basic and additional services and include actual expenditures made by the Architect and his consultants in the interest of the Project. Reimbursable Expenses will be billed at cost with prior approval from



Client. Reimbursable expenses may include, but are not limited to, the expenses listed below:

1. Transportation in connection with the Project, authorized out-of-town travel and subsistence, and electronic communications
2. Fees paid for securing approval of authorities having jurisdiction over the Project
3. Reproductions, plots, standard form documents, postage, handling, and delivery of instruments of service
4. Expense of overtime work requiring higher than regular rates if authorized in advance by the Client
5. Renderings, models, and mock-ups requested by the Client
6. Production and reproduction of drawings, specifications and other documents
7. Photography, photographic supplies, prints
8. Delivery and other Project related expenses
9. Automobile mileage based on current IRS rates
10. Model and rendering supplies
11. Other similar direct Project-related expenditures

TERMINATION OR SUSPENSION

If the Client fails to make payments to the Architect in accordance with the terms in this Proposal, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement by giving not less than seven days' written notice to the Client. In the event of a suspension of services, the Client agrees that the Architect shall have no liability to the Client for delay or damage caused the Client because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

If the Project is suspended by the Client for any period of time, the Client agrees that the Architect shall be compensated for services performed prior to notice of such suspension based on cost calculations to be provided by the Architect, and that such costs may not be part of the basic services outlined in this Proposal. If and when the Project is resumed, the Client agrees that Architect shall be compensated for expenses incurred during the interruption and resumption of the Architect's services, and that the Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

In the case of suspension of the Project for any period of time, the Client will compensate the Architect for any and all time spent on the project on behalf of the Client, on an hourly basis and in accordance with the hourly rates listed under Additional Services.

The Client understands that during the Project's suspension, the Architect will incur in administrative and technical maintenance costs on behalf of the Client's Project. In the case of suspension of the Architect's services, and up to project resumption or termination, the Architect will invoice the Client, and the Client will compensate the Architect an Open Project Maintenance fee equal to one percent (1%) of the total architecture portion of the Project's fees, or the sum of Five Hundred Dollars (\$500), whichever is greater, for every month or portion thereof during which the Project remains suspended. The Client understands and agrees that the Open Project Maintenance Fees are separate and in addition to any other professional service and/or termination fees.

This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.



This Agreement may be terminated by the Client upon not less than seven days' written notice to the Architect for the Client's convenience and without cause. In the event of termination not at the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and as calculated and determined solely by the Architect.

ROYALTIES, INTELLECTUAL PROPERTY AND USAGE

The Client understands and acknowledges that the entirety of the design produced by the Architect, or any of its parts, shall remain the intellectual property of the Architect, and that the Client does not have the right to use any of the materials produced by the Architect to further or complete the Project without the Architect's involvement or expressed written consent. The Client understands and acknowledges that its rights to use the Designs and any and all Deliverables provided by The Architect and/or its consultants is solely for use in connection with the Location of this Project and no other location. In consideration of the services being rendered and rights granted to the Client under this proposal, the Client shall pay the Architect a Royalty to be specified in the Agreement for the repeated use of the Architect's Deliverables and/o any other of the Architect's Instruments of Service.

AGREEMENT

In the interest of both, Client and Architect, Brave / Architecture uses the "Standard Form of Agreement Between Client and Architect" form - AIA Document B 101 (most current edition), or another applicable AIA Agreement Form at the discretion of the Architect. A sample copy of the Agreement can be provided at the Client's request. This document will be tailored to Client's Project and will constitute the full terms and conditions of the Agreement between the Client and the Architect, and shall be in place before the start of the Design Development Phase. If a formal AIA Agreement between Client and Architect is not executed, this proposal, once executed by both the Client and the Architect, will become a Contract Agreement under the laws of Jefferson County and the State of Texas.

In recognition of the relative risks and benefits of the Project to both the Client and the Architect, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Architect and his or her sub-consultants to the Client and to all construction contractors and subcontractors on the Project for any and all claims, losses, costs, damages of any nature whatsoever or claims for expenses from any cause or causes, so that the total aggregate liability of the Architect and his or her sub-consultants to all those named shall not exceed one (1) time the portion of the Architect's total fee paid by the Client to the Architect for services rendered on this Project. Such claims and causes include, but are not limited to negligence, professional errors or omissions, strict liability, breach of contract or warranty.

APPLICABLE LAW

This agreement will be governed by the laws of Jefferson County and the State of Texas.

The Texas Board of Architectural Examiners, 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, 512-305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

Again, we thank you for the opportunity to submit our proposal for your consideration. We would be happy to discuss it with you and answer any further questions you may have. Hoping that this proposal meets your approval, we look forward to the prospect of working with you on this exciting Project!



Sincerely,

For: **BRAVE / ARCHITECTURE**



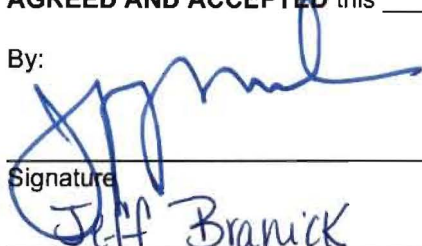
28 February 2024

Fernando L. Brave, FAIA
Principal

Date

AGREED AND ACCEPTED this 5th day of March 2024

By:



Signature

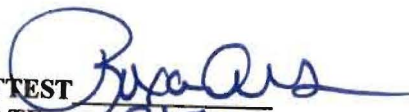
Name

Jeff Branick

County Judge

Title



ATTEST 
DATE 3/1/24





25 October 2023

JEFFERSON COUNTY PURCHASING DEPARTMENT
 ATTN: Deborah L. Clark, Purchasing Agent
 1149 Pearl Street, 1st Floor
 Beaumont, TX 77701

RE: (RFQ23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

Dear Ms. Clark,

BRAVE/architecture respectfully submits this statement of qualifications in response to the Jefferson County Purchasing Department (JCPD) architectural services Request for Statement of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center. We acknowledge receipt and review of the solicitation in its entirety as well as Amendment No. 1.

We believe providing safe, quality facilities for these essential supportive housing and counseling services is the key to stabilizing families and neighborhoods. A safe and welcoming alternative for mental health facilities is a catalyst for both the emotional and physical well-being of individuals and families, as well as improving the neighborhoods in which we live. Adaptive reuse and analyzing outdated systems and facilities is essential.

The **BRAVE/** team has designed a variety of housing types and supportive facility projects of all types and budgets. We have worked with the entities listed herein, various public and private lenders, and countless community stakeholders to produce the projects that are detailed in this statement of qualifications. We meet the challenges of programatically complex projects, both large and small, with creative and efficient solutions. We recently completed Recenter supportive housing project with the City of Houston, Harris County, and HUD on a rehabilitation and re-integration facility for those overcoming drug addiction. We are currently partnered with Bread of Life, Harris County and HUD on an infill project to provide housing and counseling services for individuals facing homelessness living with mental illnesses and drug addiction.

BRAVE/ also has experience with service contracts and most recently completed 10 years with the City of Houston, after nearly 200 projects. Our team is comprised of local personnel, knowledge, skills, and drive to revitalize your facility and help realize your vision.

When projects are as essential as the alternative care provided by the Jefferson County Diversion Center, they deserve diligent and thoughtful architects. That is why we seek to work with you under this contract. We thank you for the opportunity to demonstrate our capabilities and look forward to working with Jefferson County law enforcement and health service departments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Fernando Brave", is written over a horizontal line.

Fernando Brave, FAIA, Principal
 713.524.5858
 fbrave@bravearchitecture.com

4200 Montrose Blvd.
 Suite 400
 Houston, TX 77006

713.524.5858
 bravearchitecture.com



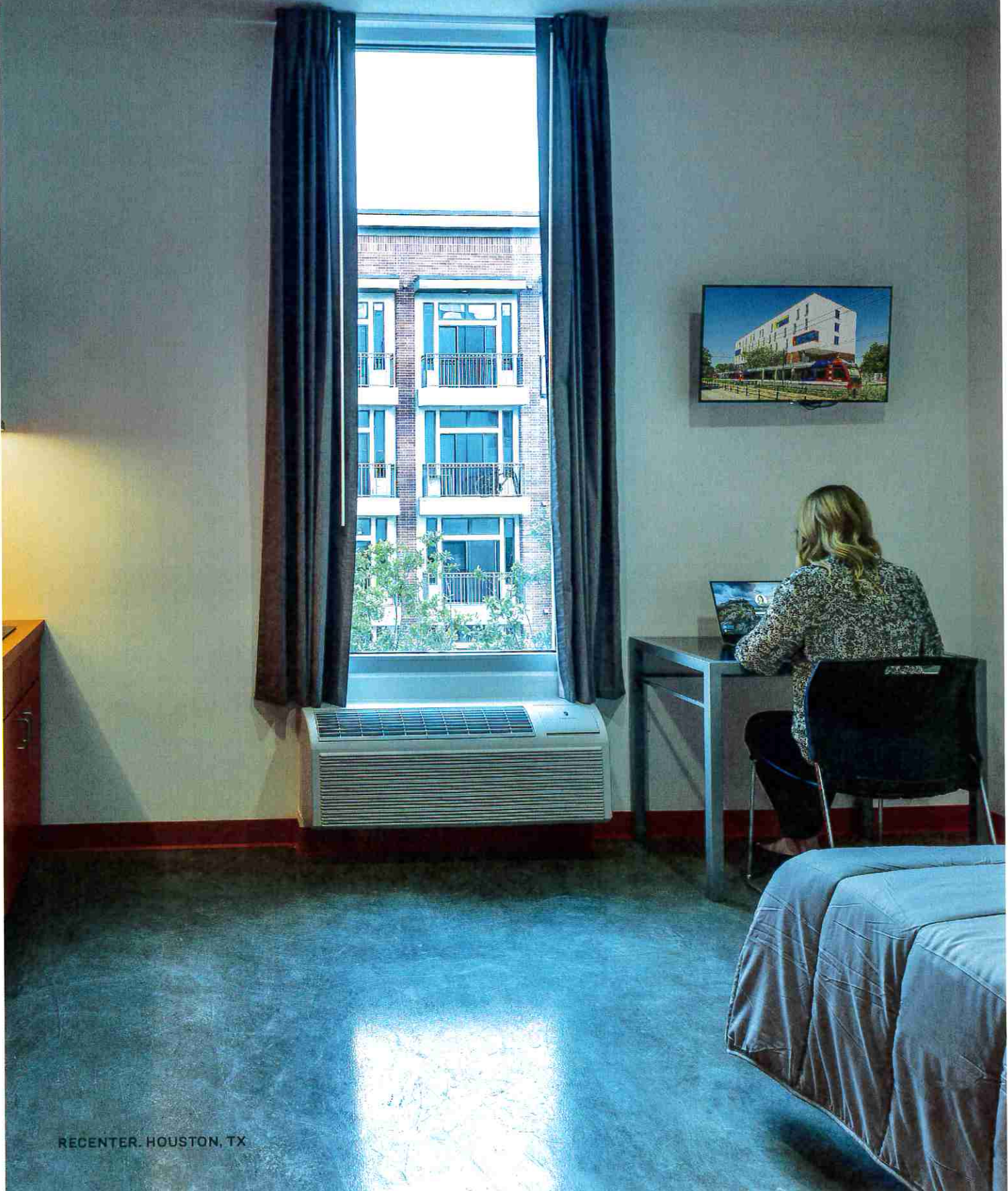


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RECENTER. HOUSTON, TX



Tab 1: Firm's Information



FIRM PROFILE

BRAVE/architecture was founded by Fernando L. Brave, FAIA in Houston, Texas in 2002. The firm upholds a culture of distinctive inspiration and is recognized for its innovative design solutions. Our projects carry the signature of our clients and their missions.

BRAVE/ utilizes the latest technologies, software, and hardware to deliver high quality work, including immersive 3D visualization. The firm's Principals are responsible for planning and directing every project that comes out of the studio. This ensures that everything completed in the office reflects the firm's design ideals and service philosophy. Our collaborative working style has resulted in our projects continuously being recognized by prestigious publications, as well as by many local, state, and national design awards, including many by the Texas Society of Architects and the American Institute of Architects.

MAIN OFFICE AND CONTACT

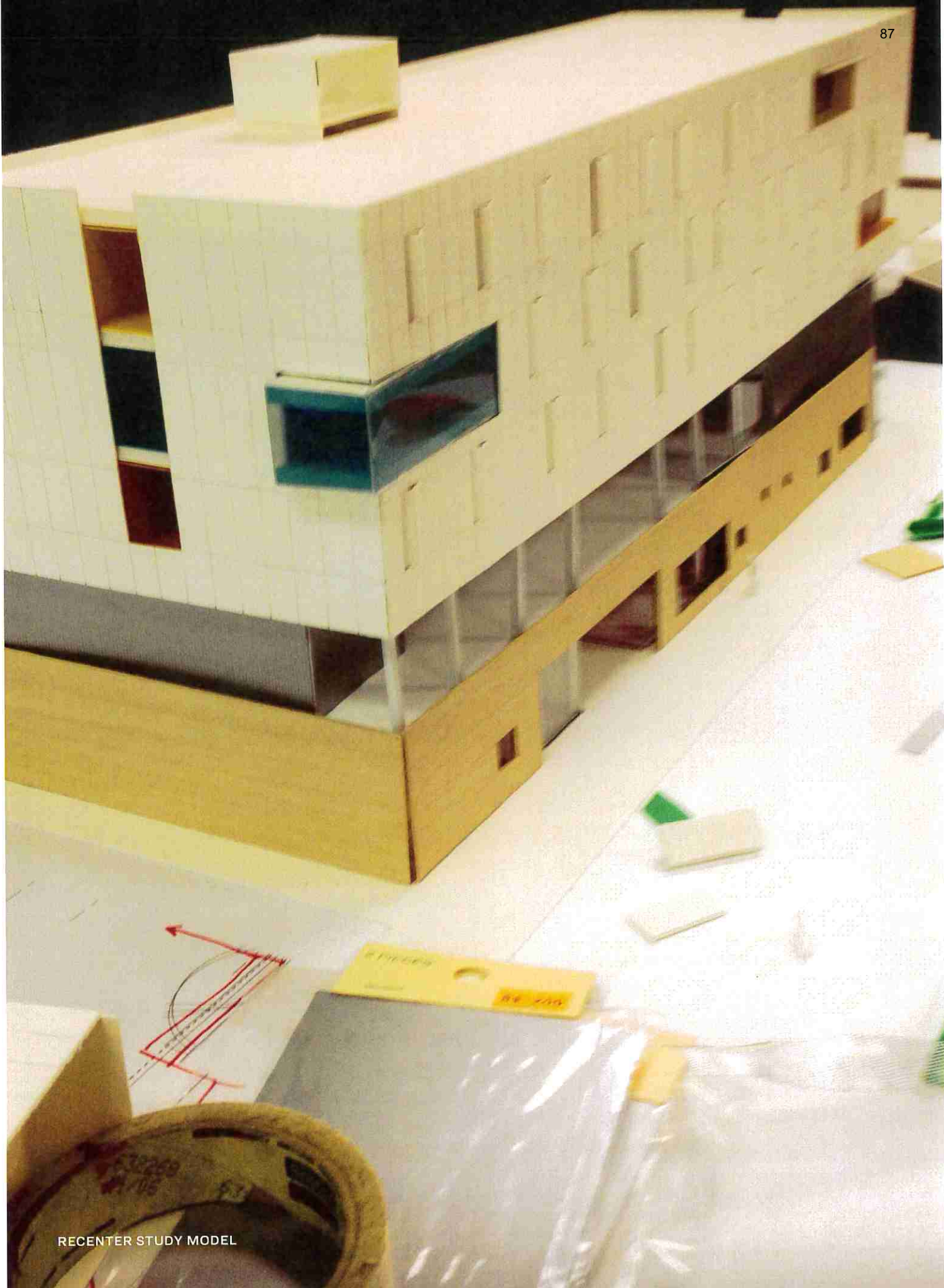
4200 Montrose Blvd
UNIT 400
Houston, TX 77006

AUTHORIZED TO NEGOTIATE FOR AND CONTRACTUALLY BIND THE FIRM

Fernando Brave, FAIA, LEED AP
Principal
713.524.5858
fbrave@bravearchitecture.com

YEARS IN BUSINESS

21 years



RECENTER STUDY MODEL



FIRM ORGANIZATIONAL CHART

CEO / FOUNDING PRINCIPAL
Fernando Brave, FAIA, LEED AP
CFO / PRESIDENT
Paula Killebrew
PRINCIPALS
Christian Sheridan, AIA, LEED AP Natasha Dunn, AIA Silvana Micholich, AIA
SENIOR ASSOCIATES
PeterHo, AIA Mili Mehta, AIA, LEED AP
DESIGNERS
Edward Hidrogo Dominique Khawaja

BRAVE/architecture upholds a culture of distinctive inspiration and is recognized for its innovative design. Maintaining an authentic “architecture studio” philosophy gives rise to creative excellence and sets **BRAVE/** as a leading design firm in the region. Our core mission is to provide tailored architectural solutions aligned to our clients’ specific needs.

Over the span of diverse projects, we have extended our expertise and knowledge in the process of creating space, form, and place. We have learned to exalt beauty from economy of space, available resources, context, and building form. The challenges presented by a wide range of project types pushes us to stay ahead of new technologies and design strategies for each challenge. Cross-pollination between different market sectors allows the firm to cultivate a wider range of knowledge from which to draw more informed solutions.

2021 Architecture Firm Award

Awarded by the Texas Society of Architects

2018 Firm of the Year

Awarded by the American Institute of Architects, Houston Chapter

CAPABILITIES

Architecture

New Buildings
Renovations
Adaptations
Rehabilitations
Programming

Interiors

Space Planning
Interior Design
Furniture
Finishes

Planning

Master Planning
Conceptual Planning
Feasibility Studies
Site Utilization





HOUSTON HOUSING AUTHORITY KELLY VILLAGE COMMUNITY PARK,
HOUSTON, TX



CAPACITY TO PERFORM

Our experienced team is available to begin work immediately for the Jefferson County Diversion Center. Our staff has the depth to provide sufficient production capacity to meet the demands of this project. All of our team members are fully committed to each project we design. Our design team sets aside ample time to allow our client's visions to become a reality. We carefully schedule the appropriate team members to meet the needs of each project. We track this schedule weekly to ensure it is given the attention it needs to be successful. We keep additional workstations ready in the event we need to increase our manpower at any given time on any of our projects. All of our team members are committed to provide our clients with smart solutions while being committed to creative and innovative problem solving.

CURRENT LITIGATION

There are no past or present civil or criminal legal investigations, or pertinent litigation and/or regulatory actions that could impact **BRAVE**/architecture's ability to provide the services specified in RFQ 23-061/MR.

REFERENCES

BRAVE/ has provided the same types of services requested for the JCDC Architectural Services to the following clients, also listed on the Vendor References Form.

Paul Nichol

Director of Operations
Recenter
832.600.1087
pnichol@recenterhouston.com

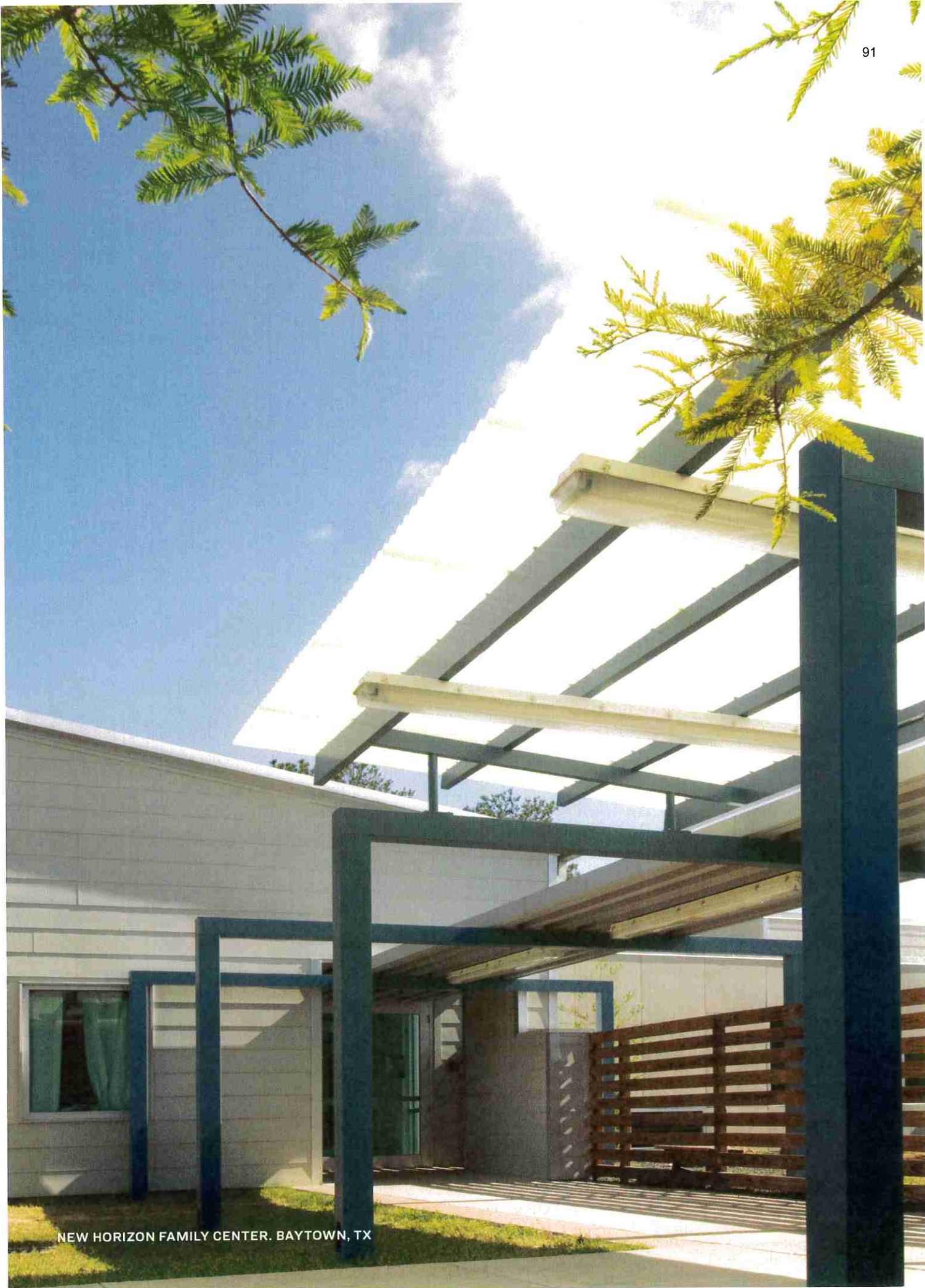
Chris Barnes

Chief Operating Officer
Bread of Life, Inc. & St. John's United Methodist
Downtown
919.559.2355
chrisbarnes@breadoflifeinc.org

Gregory J. Frazier

Director of Infrastructure
Infrastructure Investments, Harris County
832.927.8246
gregory.frazier@csd.hctx.net





NEW HORIZON FAMILY CENTER. BAYTOWN, TX



Tab 2: Qualifications of Assigned Personnel



KEY PERSONNEL OVERVIEW

BRAVE/architecture has a collaborative approach that ensures Client and Principal involvement throughout the project. The project team is provided with levels of experience that allow us to respond quickly to inquiries or changes for the client. Each team member has knowledge and experience with these project types to ensure it is completed right the first time, even when faced with unexpected challenges.

We are proud that **BRAVE**/architecture is certified with the City of Houston's Minority/Women Business Enterprise (M/WBE) Program.

The following pages include a team organizational chart, brief consultant strategy, including resumes for key personnel.



TEXAS PARKS AND WILDLIFE DEPARTMENT RANGER RESIDENCE. TYLER, TX

ORGANIZATIONAL CHART



OWNER

JEFFERSON COUNTY

CONTRACTOR

TBD

LEADERSHIP

Fernando L. Brave, FAIA, LEED AP

PRINCIPAL-IN-CHARGE

Natasha Dunn, AIA

PROJECT MANAGER

Mila Mehta, AIA, RID, LEED AP

PROJECT ARCHITECT/CONSTRUCTION ADMINISTRATOR

CONSULTANT STRATEGY

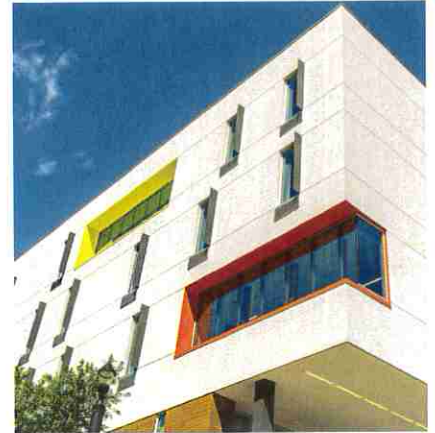
BRAVE/architecture believes that it is important to present a team of consultants that represents a great working relationship with each other, which in turn will provide a successful process and project deliverable to you

BRAVE/ has established successful partnerships with owner-contracted consultants, design-build consultants, and direct contracts with sub-consultants. We have a proven history of completing YMCA renovations under design-build MEP contracts.

Additionally, our extensive network of sub-consultants is fully equipped to handle the renovation scope required for this project.

The anticipated scope of work for this project will require consultants for mechanical, electrical, plumbing, and roofing system analysis. Furthermore, there might be a need for a structural engineer, information technology, and audio-visual consultants. We will be able to provide our recommendations on sub-consultants to Jefferson County after confirming our understanding of the existing facilities and its intended use.





EDUCATION

Master of Architecture,
University of Houston

Bachelor of Architecture,
Universidad de Belgrano,
Buenos Aires, Argentina

REGISTRATION/LICENSES

Professional Architectural
Registration Texas No. 14292

Professional Interior Designer
Registration Texas No. 8025

LEED Accredited Professional

AFFILIATIONS

American Institute of Architects
College of Fellows

American Institute of Architects
Houston

Texas Society of Architects

Commissioner, City of Houston
Planning Commission

YEARS OF EXPERIENCE

33

YEARS WITH FIRM

21

LOCATION

Houston

Fernando Brave FAIA, LEED AP

PRINCIPAL-IN-CHARGE | **BRAVE**/architecture

Fernando, a Registered Architect and LEED Accredited Professional, oversees the firm. His varied project experience ranges from municipal renovations to large institutional projects for clients such as YMCA and the University of Houston. Fernando was elevated to the College of Fellows of the American Institute of Architects in 2012 in recognition of his advancement of the profession through outstanding practice. As Principal-in-Charge, Fernando will have final review and oversight of design.

RELEVANT PROJECT EXPERIENCE

HOUSING/FEATURED PROJECTS

- Houston Housing Authority Forest Green Townhomes
- Recenter (shown above)
- New Horizon Family Center
- University of Houston Cougar Village II Freshmen Residence Hall
- Baytown Housing Authority Edison Courts Renovation

MUNICIPAL/FEDERAL

- City of Houston (COH) Task Order Contract (180+ Projects)
- COH Teen Center Renovation at Park Place Library
- COH Teen Center Renovation at Stella Link Library
- COH Teen Center Renovation at Park Place Library
- COH Houston Public Library - Westbury Library
- COH Miller Outdoor Theater AV Booth
- COH Houston Police Department Museum
- COH Houston Police Department Memorial Guard Post
- COH Houston Police Department Recruiting Center
- COH Mason Park Pavilion
- COH Talento Bilingue MP
- COH 611 Walker Building
- Department of Treasury Multi-Discipline A/E Services for the Bureau of Engraving and Printing (BEP) (5 years)





EDUCATION

Master of Architecture,
Washington University in St.
Louis

Bachelor of Architecture,
University of New Mexico

REGISTRATION/LICENSES

Professional Architectural
Registration Texas No. 25928

Professional Interior Designer
Registration Texas No. 12464

National Council of Architectural
Registration Boards No. 157114

American Institute of Architects
Houston

AFFILIATIONS

American Institute of Architects
Houston

Texas Society of Architects

YEARS OF EXPERIENCE

12

YEARS WITH FIRM

9

LOCATION

Houston

Natasha Dunn AIA

PROJECT MANAGER | **BRAVE**/architecture

Natasha Dunn received her Master of Architecture with honors at Washington University in St. Louis and received her Bachelor of Arts in Architecture from the University of New Mexico. Her architectural project experience includes residential, educational, hospitality, civic and campus planning, and project management.

At **BRAVE/** she has managed several multi-family housing projects, supportive housing, office and recreation projects throughout all phases of design. As Project Manager, Natasha handles client contact, consultant coordination and QA/QC. .

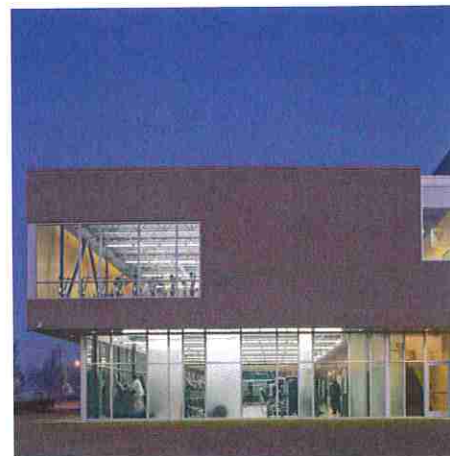
RELEVANT PROJECT EXPERIENCE

HOUSING/FEATURED PROJECTS

- Recenter
- Bread of Life Residences
- University of Houston-Victoria Smith Hall Sophomore Housing (shown above)
- Houston Housing Authority Forest Green Townhomes

ADDITIONAL PROJECTS

- Houston Independent School District Parker Elementary School (shown above)
- University of Houston (Main Campus) 5 Interior laboratory renovations
- Archdiocese of Houston-Galveston St. Dominic Parish Hall & Multi-use Facility
- Project K Daycare
- Houston Zoo Office Garage
- University of Houston (Main Campus) Five Interior Laboratory Renovations
- City of Houston Parks and Recreation Department Sharpstown Pool Building
- YMCA Mason Park Pool Building
- Foster Family YMCA Renovations and Pavilion



EDUCATION

MS in Construction Management, Texas A&M University, Collage Station

Bachelor of Architecture, IED VV Nagar India

REGISTRATION/LICENSES

Professional Architectural Registration Texas No. 30118

NCARB Certificate No. 104497
LEED Accredited Professional

AFFILIATIONS

American Institute of Architects
Houston

YEARS OF EXPERIENCE

15

YEARS WITH FIRM

2

LOCATION

Houston

Mili Mehta, AIA, RID, LEED AP

PROJECT ARCHITECT | **BRAVE**/architecture

Mili is a collaborative design professional with 14+ years of practice spanning across the US, UAE, and India. She manages project coordination and design documentation with background in variety of projects including Healthcare, Higher Education K-12, Civic, Recreational and Aviation. Her experience in architecture includes project planning, code analysis, design delivery in all phases, Construction Documentation and Construction Administration. Mili is passionate about sustainable practices of building design and finding out practical solutions towards the goal of meeting carbon neutrality. She enjoys traveling and spending time with her family. In her free time, she experiments with advanced water coloring techniques and enjoys learning new forms of digital arts.

RELEVANT PROJECT EXPERIENCE

HEALTHCARE PROJECTS

- Ben Taub Hospital Pharmacy Relocation
- Ben Taub Hospital Emergency Center Redesign
- Health South Rehabilitation Hospital
- University of Florida Ambulatory Care and Medical Office Complex
- Rashid Medical Complex North Campus
- Baylor College of Medicine Medical Center Clinical Tower
- Methodist Willowbrook Hospital Procedure Rooms at Hargrave
- Houston Methodist 3T MRI Replacement
- Women & Children's Hospital & Emergency Department Expansion

ADDITIONAL PROJECTS

- Dallas ISD James S Hogg ES New Tech Center, Addition and Renovation Occupied Facilities, Athletic Facilities
- Dallas ISD Oran M. Roberts Elementary School Renovation, MEP Renovation
- Alief Independent School District Library Renovations, Addition and Renovation Occupied
- Houston Zoo Office Garage

MILA MEHTA HEALTHCARE DESIGN EXPERIENCE

Mila has direct experience designing healthcare facilities with her prior firms. Below is a sample of that portfolio of work.



BAYLOR COLLEGE OF MEDICINE MEDICAL CENTER

Provided program and design service of various departments for clinical tower, specifically code reviews and complex exterior details. Client emphasis was creating a healing environment balancing sophisticated technology and connection to nature. **Firm:** HOK



HEALTH SOUTH REHABILITATION HOSPITAL

Provided building and site design service for 40 bed rehabilitation hospital that is intended to provide comprehensive inpatient and outpatient physical and occupational therapy services. Responsible for technical assistance on production and coordination of construction documents. **Firm:** GS&P



UF HEALTH AMBULATORY CARE AND MEDICAL OFFICE COMPLEX

Provided architectural, interior design, site design and environmental graphics services for creating a leading-edge outpatient medical complex and full service inpatient hospital. The project features light wells, green roofs and positive patient experience. **Firm:** GS&P



BEN TAUB HOSPITAL EMERGENCY CENTER REDESIGN

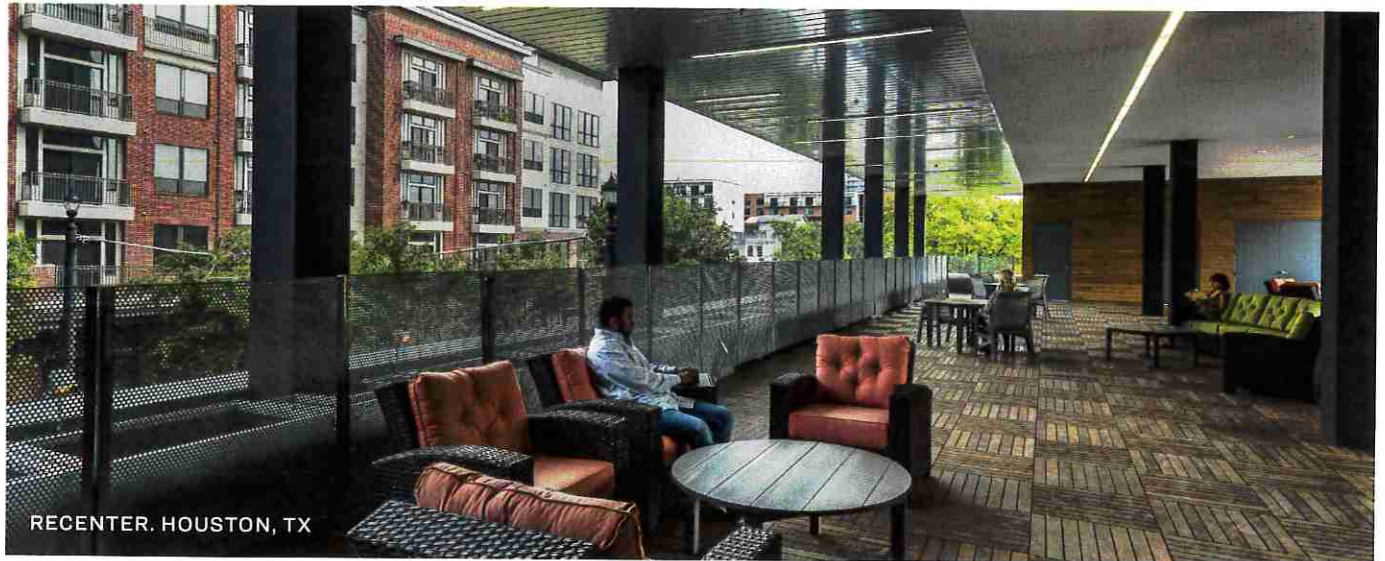
Provided program and feasibility study for renovating and upgrading the existing Emergency Center of the hospital to meet the needs of future by adding Psyche Department, reorganizing other departments in the vicinity, providing new accessible entrance to the emergency department and improving overall circulation for enhanced patient experience. **Firm:** Johnston, LLC



RECENTER. HOUSTON, TX



Tab 3: Architectural Design Services



APPROACH

BRAVE/architecture understands the sensitive nature of the Jefferson County Diversion Center and recognizes the profound importance of establishing a strong partnership with law enforcement, emergency services, and other community stakeholders recommended by Jefferson County. The success of this project hinges on a collaborative approach.

The initial stages of design sets the project goals. During this phase we will discuss and determine JCDC's specific project requirements and prepare preliminary cost estimates. Through brainstorming sessions with JCDC, **BRAVE**/, consultants, and contractors can develop and refine the project goals to fit JCDC's needs.

We recommend having regular updates with stakeholders throughout the design and construction process to build trust with the community.

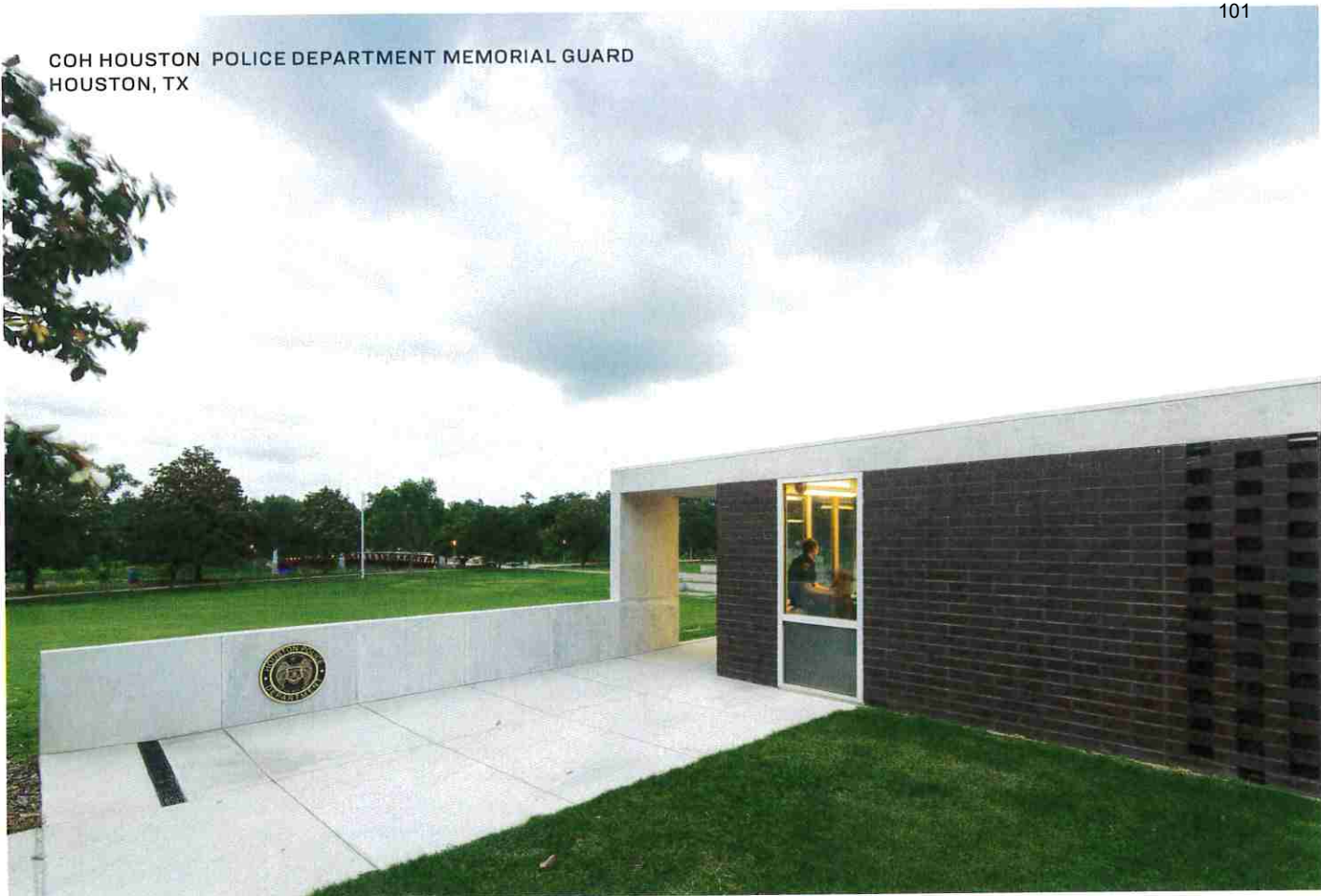
We are grateful for the opportunity to tour the former juvenile detention center, gaining invaluable insights into the building's current condition, and gaining a deeper understanding of the County and Sheriff's vision. Despite its modest appearance, this building

holds great potential to create a substantial positive impact on our community.

Having been unoccupied for several years, the building now requires a substantial overhaul of the mechanical, electrical, plumbing, and low-voltage infrastructure. Additionally, improvements are needed to ensure compliance with accessibility standards and building codes. We would also include services from a building envelope consultant to ensure that the walls, roof, and foundation do not pose any major concerns. There is a clear need to make adjustments to the facility to align it with its new intended purpose, transitioning from an incarceration facility to a short-term, voluntary supportive housing center. This transition requires making restrooms and showers more private and user-friendly. Additionally, we may consider reducing some of the internal access controls to create a more comfortable and welcoming environment. Once the County specifies the contract method, we will be in a better position to engage in the specifics of the technical changes needed with the engineering team.

Continued on next page.

COH HOUSTON POLICE DEPARTMENT MEMORIAL GUARD
HOUSTON, TX



COH HOUSTON POLICE DEPARTMENT MUSEUM
HOUSTON, TX



APPROACH (continued)

Efficiency in resource utilization is a paramount consideration. The existing floor plan will serve as our foundation for any design option. We will thoughtfully approach any suggestions that would affect the reinforced CMU walls to optimize the project's cost-effectiveness. **BRAVE/** is renowned for its ability to optimize budget management while creating innovative, durable, and functional spaces.

We are inspired by the County's vision for the Diversion Center and look forward to completing the transformation from a former penal facility into a nurturing, motivational, and voluntary support center. The County and Sheriff's department are in search of pragmatic, resilient, and inspirational solutions for communal areas. Our proposal involves the establishment of gathering spaces that resemble a lounge or living room, complete with comfortable furnishings to cultivate a warm and therapeutic environment. We recommend employing wall finishes that enhance both the acoustic and visual aspects of the space. Furthermore, we strongly advocate for the implementation of strategic techniques to introduce natural light and establish a visual connection with nature within the pods.

The values communicated in the County's aspirations for the Diversion Center align with **BRAVE/**'s commitment to enhance the human experience and promote healthy environments to facilitate positive change.

REGULATORY EXPERIENCE

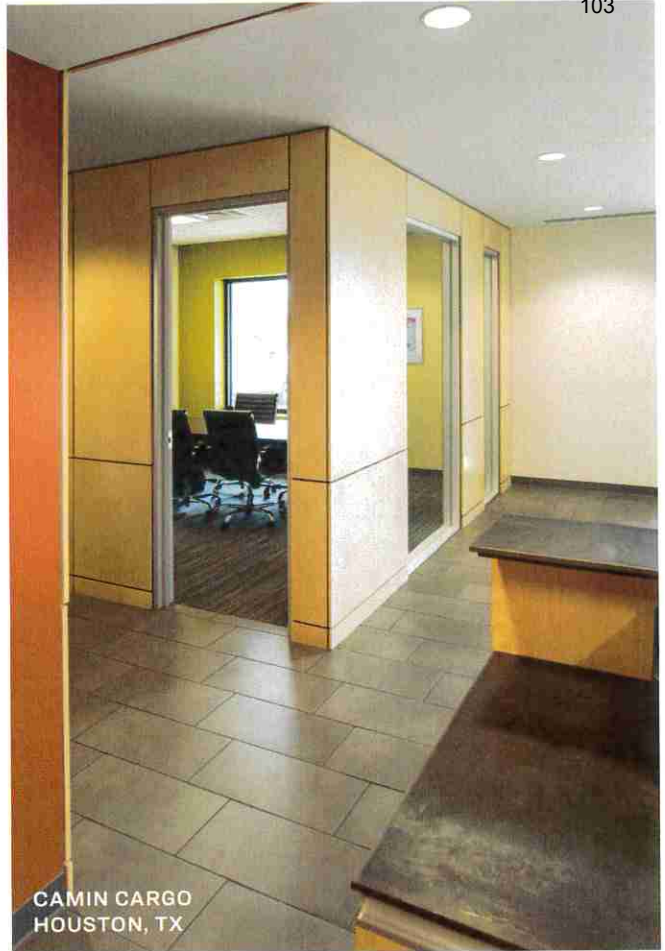
As we complete a document set, it is reviewed by the Owner at all major milestones, including 50% Schematic Design, Schematic Design Completion, 50% Design Development, Design Development Completion, 50% Construction Documents, 90 % Construction Documents, and Construction Documents Completion. After each review, we incorporate the Owners comments and move forward to the next phase.

REGULATORY PROJECT EXPERIENCE

- COH Houston Police Department Museum
- COH Houston Police Department Memorial Guard Post
- City of Houston (COH) Task Order Contract (180+ Projects):
 - COH Teen Center Renovation at Park Place Library
 - COH Teen Center Renovation at Stella Link Library -
 - COH Teen Center Renovation at Park Place Library
 - COH Houston Public Library - Westbury Library
 - COH Miller Outdoor Theater AV Booth
 - COH Houston Police Department Museum
 - COH Houston Police Department Memorial Guard Post
 - COH Houston Police Department Recruiting Center
 - COH Mason Park Pavilion
 - COH Talento Bilingue MP
 - COH 611 Walker Building
 - Department of Treasury Multi-Discipline A/E Services
 - for the Bureau of Engraving and Printing (BEP) (5 years)



COH RENWICK ADMIN BUILDING
HOUSTON, TX



CAMIN CARGO
HOUSTON, TX



TROTTER FAMILY YMCA. HOUSTON, TX

REDESIGN EXPERIENCE

The **BRAVE/** team understands the great impact that rehabilitation can have on a project’s sustainability and budget goals. Our team will advocate to maintain existing structures whenever cost reductions, minimizing environmental impacts, or helping a project’s schedule can increase a project’s viability. The team works together and cohesively as Civil, Structural and MEP concerns are coordinated with Exterior Envelope and Environmental analysis. At a project’s beginning, analyzing compliance with current code regulations or determining required improvements can find the best approach to safely and successfully rehabilitate existing structures.

Our team has extensive experience remodeling and rehabilitating existing buildings. Some examples include:

City of Houston Renwick Administration Building

An 8,500 SF building ready for demolition. **BRAVE/** demonstrated the benefits of saving the building with a detailed structural, accessibility and MEP assessment. A phased, full renovation was completed while parts of the building operated without interruption.

Trotter Family YMCA

Serving its community for over 40 years, past alterations made for a confusing plan that was organizationally divided into many small parts. **BRAVE/**’s renovation and addition redefined the facility’s role programmatically and architecturally within the community. The design efficiently maximizes the Y’s flexibility to accommodate its changing programs. The renovation included the main lobby, child care, classrooms, and fitness rooms.

Camin Cargo Control Office

25,000 sf interior renovation within an old strip mall the company purchased from the City of Pasadena, Texas. The renovation modified the spaces into a contemporary office and laboratory spaces. Improved insulation, natural lighting, and ventilation repurposed the facility to improve the occupants’ comfort.

Sam Houston State University (SHSU) Belvin-Buchanan and Elliott Hall Buildings

For Sam Houston State University the **BRAVE/** team completed several exterior envelope restorations including two residence buildings, Belvin-Buchanan Hall and Elliott Hall. The firm’s scope included a full envelope assessment, roof replacement, masonry cleaning and repair, and full window and sill replacement. Our interventions extended the life of these historically significant structures and brought back design elements lost during previous renovations. The restorations also increased the buildings’ energy efficiencies and occupant living standards. The **BRAVE/** team later completed a full rehabilitation of the first floor of the Belvin-Buchanan Hall transforming the unused cafeteria space that was being used for storage into a vibrant center for the performing arts with dance studios, music recording studios, a small theater, coffee shop, and art gallery.



SHSU BELVIN-BUCHANAN HALL BEFORE REHABILITATION



SHSU BELVIN-BUCHANAN HALL AFTER REHABILITATION

JUN | JUL
2024

AUG | SEP
2024

OCT | NOV
2024

DEC | JAN
2025

FEB | MAR
2025

APR | MAY
2025

PERMITTING
05.27.2024 - 06.28.2024
(Scheduled only Jefferson County Permitting,
Client to clarify if other jurisdictions have authority)

**JEFFERSON COUNTY -
DIVERSION CENTER
CMAR (CLIENT TO CONFIRM)
PROPOSED SCHEDULE**

CONSTRUCTION DOCUMENTS APPROVAL
06.07.2024

RMIT /
90% CD
24

ISSUE FOR CONSTRUCTION SET
07.08.2024

3/
IED
24

**REVIEW & PRICING/
GMP APPROVED**
7.15.2024

CONSTRUCTION

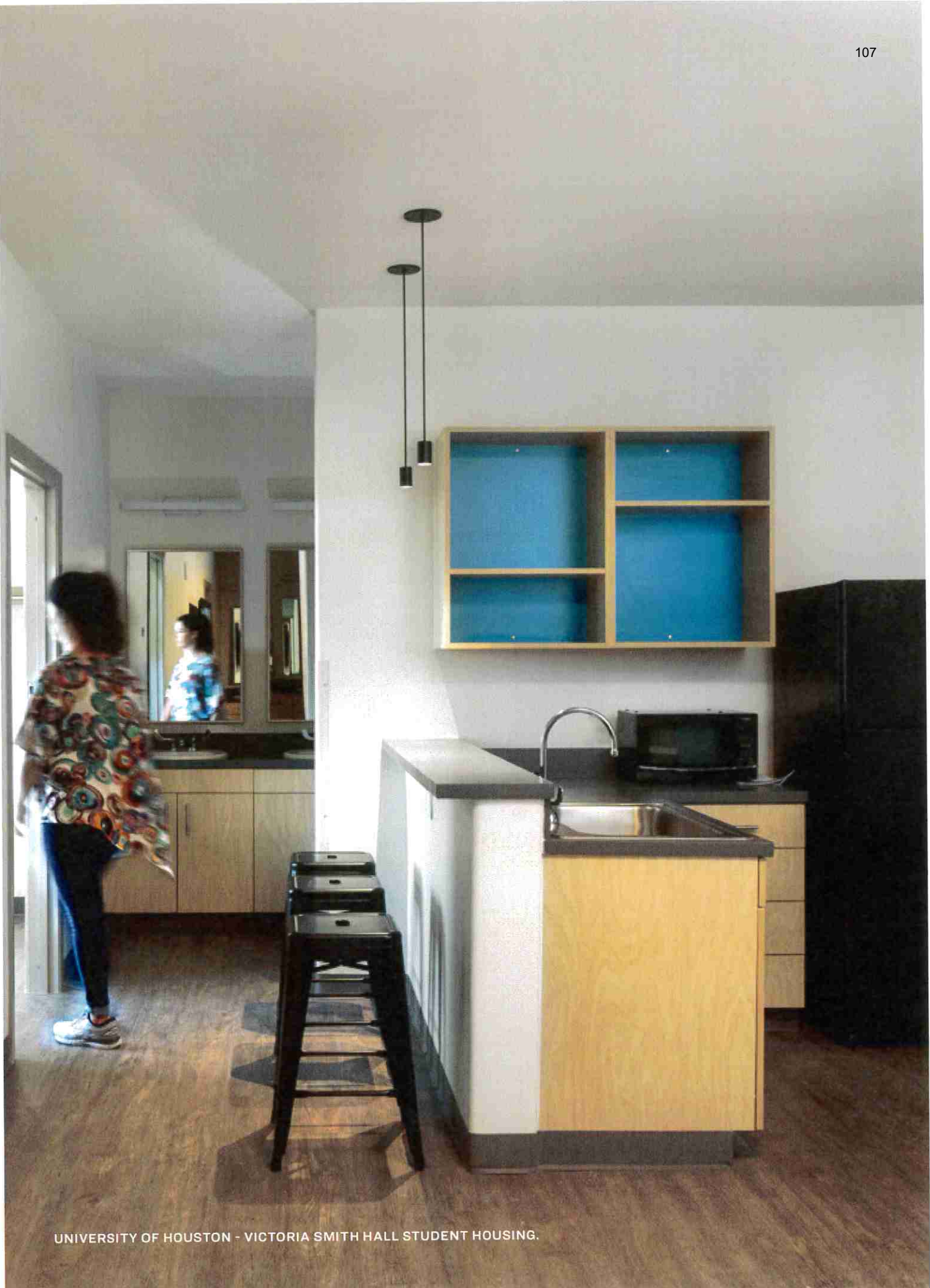
The Owner, Architect, and Contractor meet weekly at the project site to report on construction activities.



SUBSTANTIAL COMPLETION
02.11.2025

PUNCH LIST
01.10.2025

CLOSEOUT
03.11.2025



UNIVERSITY OF HOUSTON - VICTORIA SMITH HALL STUDENT HOUSING.



Tab 4: Representative Work



NEW HORIZON FAMILY CENTER. BAYTOWN, TX

We are designers, thinkers, and citizens. We are committed to the same goals as your organization, great thinking combined with community impact. We care about the people that our clients serve. This focus allows our work to be personally and professionally rewarding.

BRAVE/architecture focuses on projects with community impact. Over the past 10 years, these often come as housing projects, parish halls, schools, or recreation centers. Supportive housing projects need to work on many levels. Our ability to produce designs that build community with innovative solutions, while

navigating the layered requirements and regulations, is second to none. Where others see constraint, **BRAVE/** sees opportunity. Our team has extensive experience working on complex housing programs with large-entity Clients. Successfully completing many of these projects—all with unique programmatic needs and jurisdictional necessities—gives **BRAVE/** the edge in bringing fresh ideas and an enhanced ability to listen to what Jefferson County needs for the Diversion Center.

We strive for innovative, environmentally responsible, and cost-effective solutions in all design challenges.



RECENTER HOUSTON, TX



HOPE HARBOR

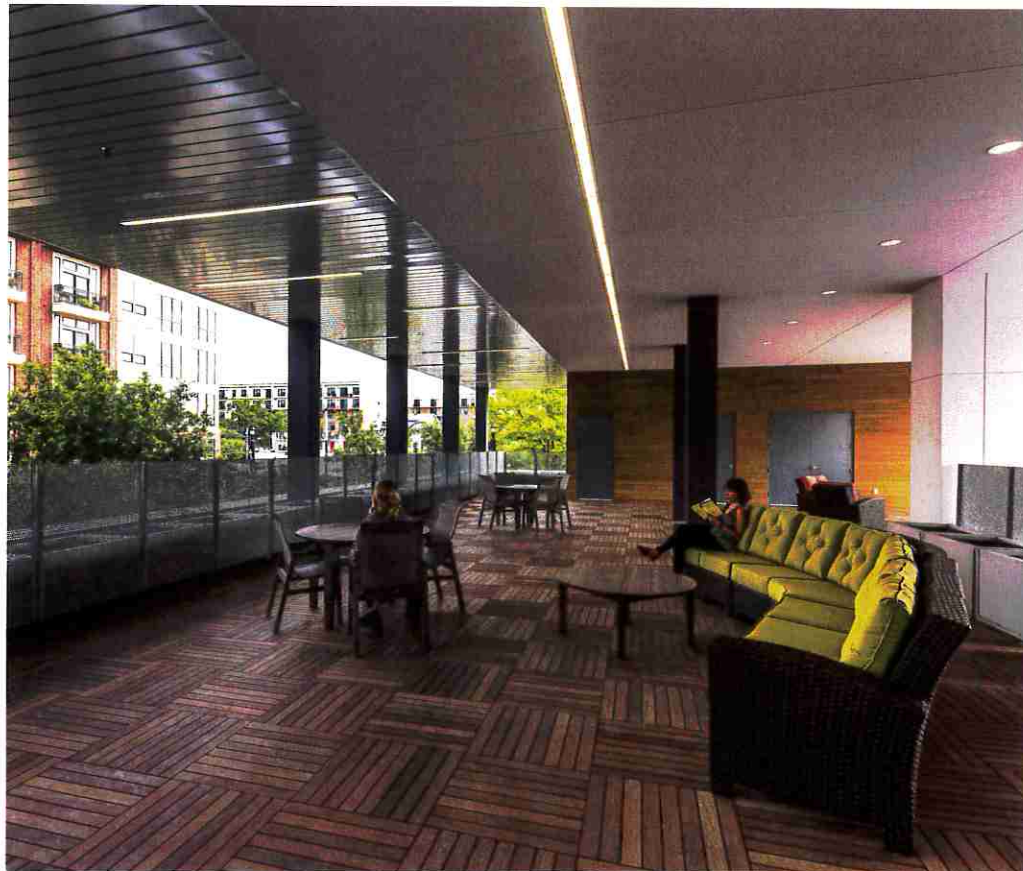
Recenter

Houston, Texas

Recenter is a five-story, multi-use structure, designed for the nonprofit Hope Harbor in the Midtown district of Houston along the light rail line. Hope Harbor’s mission provides rehabilitation services to Houston’s homeless population, including educational initiatives in addition to housing and addiction services.

Two lower levels house administration, lounges, a terrace with a garden, and dining, while the upper levels contain the residential spaces and open dayrooms. The juxtaposition of the residential floors to the base it rests upon is emphasized by the darker, natural materials lower on the building against the light composite panels above. The ample terrace on the second level has a garden where residents may grow vegetables and relax during their stay. Each residential floor utilizes a different color to define the spaces and create a less institutional environment.

Recenter has won multiple design and construction awards and has been featured in several publications, including local lifestyle news media outlet *CultureMap Houston*, the Rice Design Alliance publication *Cite Magazine*, the *Houston Chronicle*, and the *ENR Texas & Louisiana* blog post titled “Three Finalists up for ENR Texas & Louisiana’s 2020 Project of the Year.”



RECOGNITION

American Institute of Architects Houston Chapter 2020 Architecture Award

ENR Texas & Louisiana 2020 Best Project, Residential & Hospitality

ENR Texas & Louisiana 2020 Project of the Year Finalist

RELEVANCE

Transitional / Supportive Housing

Consulting Services

Targets people living with drug addiction

Partial Public Funded

Design Services

Construction Coordination / Administration

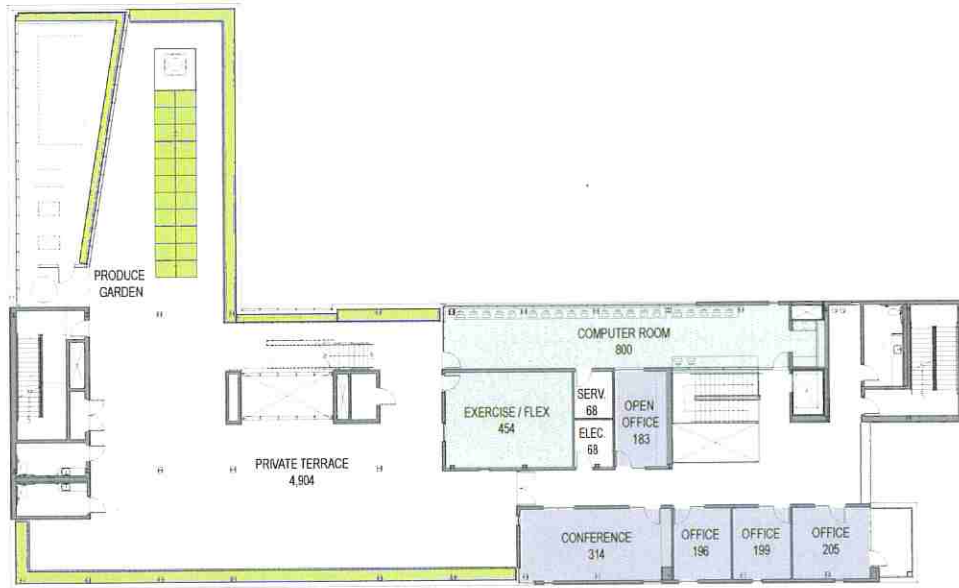
PROJECT CONTACT

Paul Nichol
 Director of Operations
 Recenter
 832.600.1087
 pnichol@recenterhouston.com

TYPICAL RESIDENTIAL
(LEVELS 3-5)

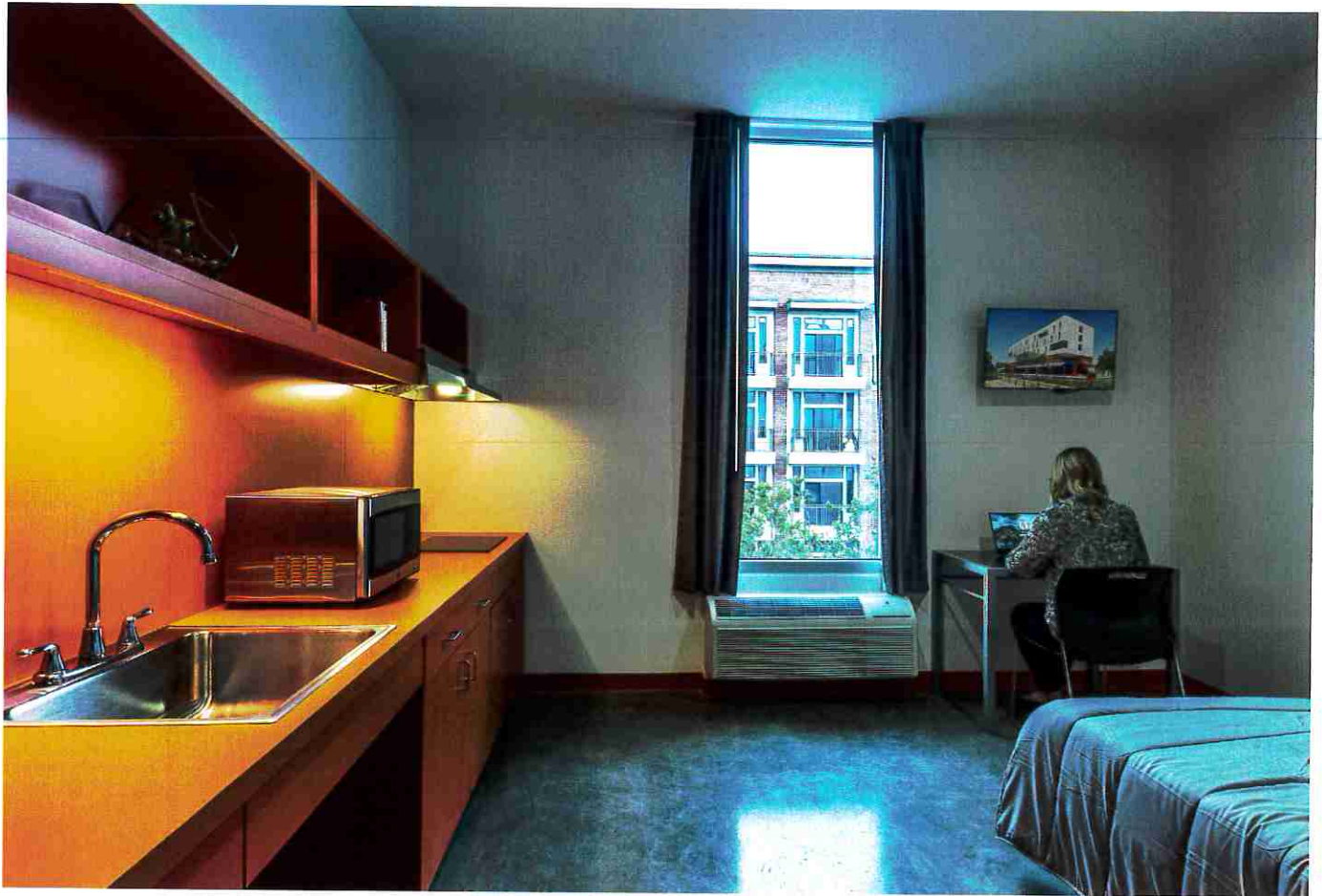


SECOND LEVEL



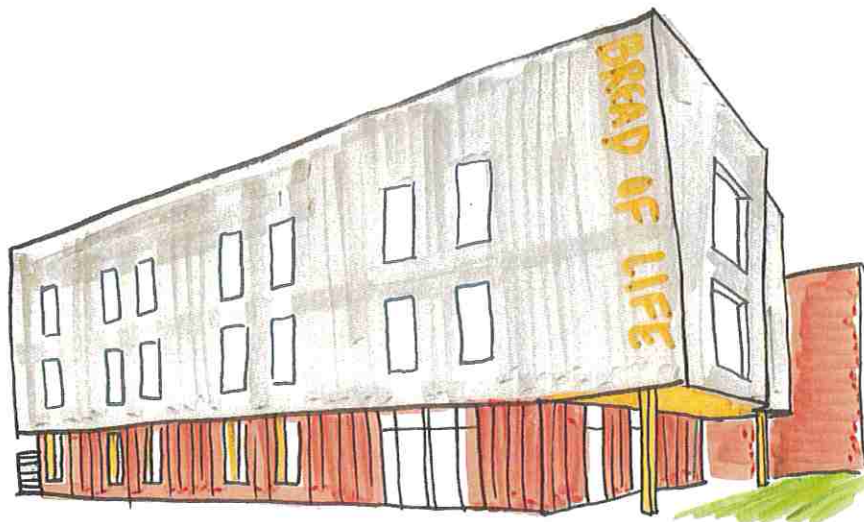
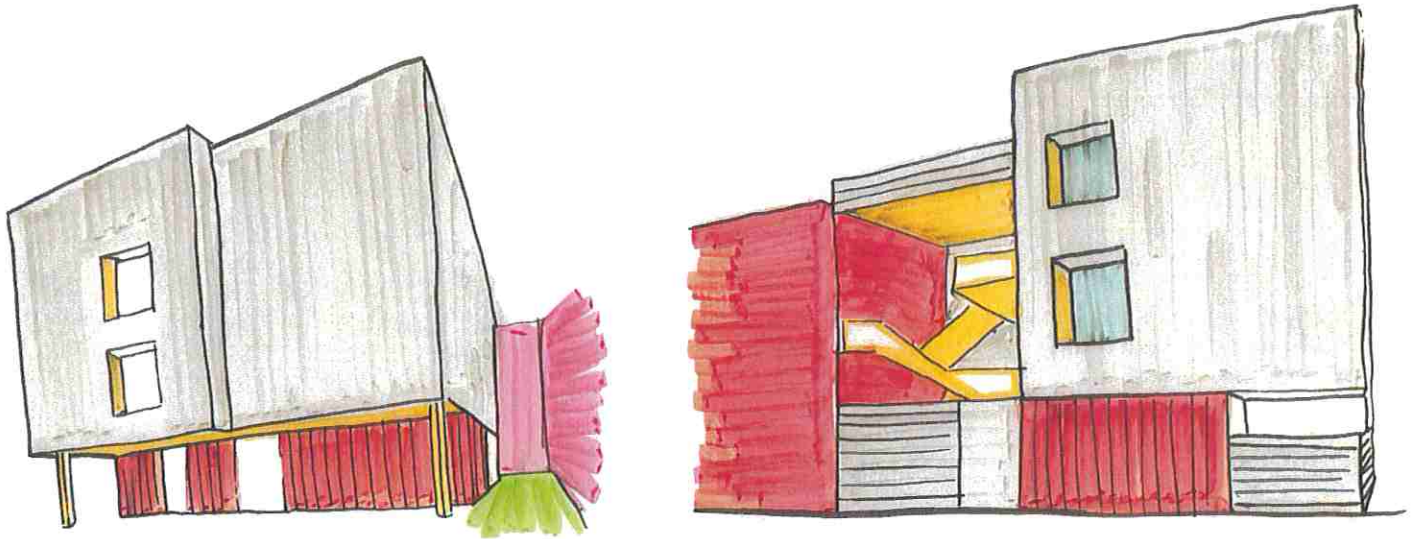
FIRST LEVEL
AND SITE PLAN





“The interior and exterior really showed a consistent vision and a high level of quality and in so doing we thought really **imparted an opportunity to feel dignity and sense of welcome to residents who come from among the most vulnerable demographics in Houston.**”

Ned Cramer, Assoc. AIA
Former Editor-In-Chief | Architect Magazine
2020 AIA Houston Design Awards Juror



BREAD OF LIFE

Knowles Rowland House

Houston, Texas

Bread of Life Knowles - Rowland Residence is a three-story supportive housing facility which will occupy the footprint of an existing defunct gymnasium, formerly known as the Knowles - Rowland Center for Youth. The facility will provide housing for 31 individuals, primarily consisting of those aged out of foster care and pursuing a secondary education. The Bread of Life team is partnered with Temenos to manage operations with the target residence population whom are at risk for struggling with homelessness, drug addiction and mental illness. The building allows direct contact with case managers, programs and communal spaces to support healthy and successful lifestyles. Each single occupant unit will consist of a kitchenette, bathroom and 8' x 14' sleeping area. Harris County and HUD have also partnered with Bread of Life on the residence.

RELEVANCE

Supportive Housing

Targets people living with drug addiction

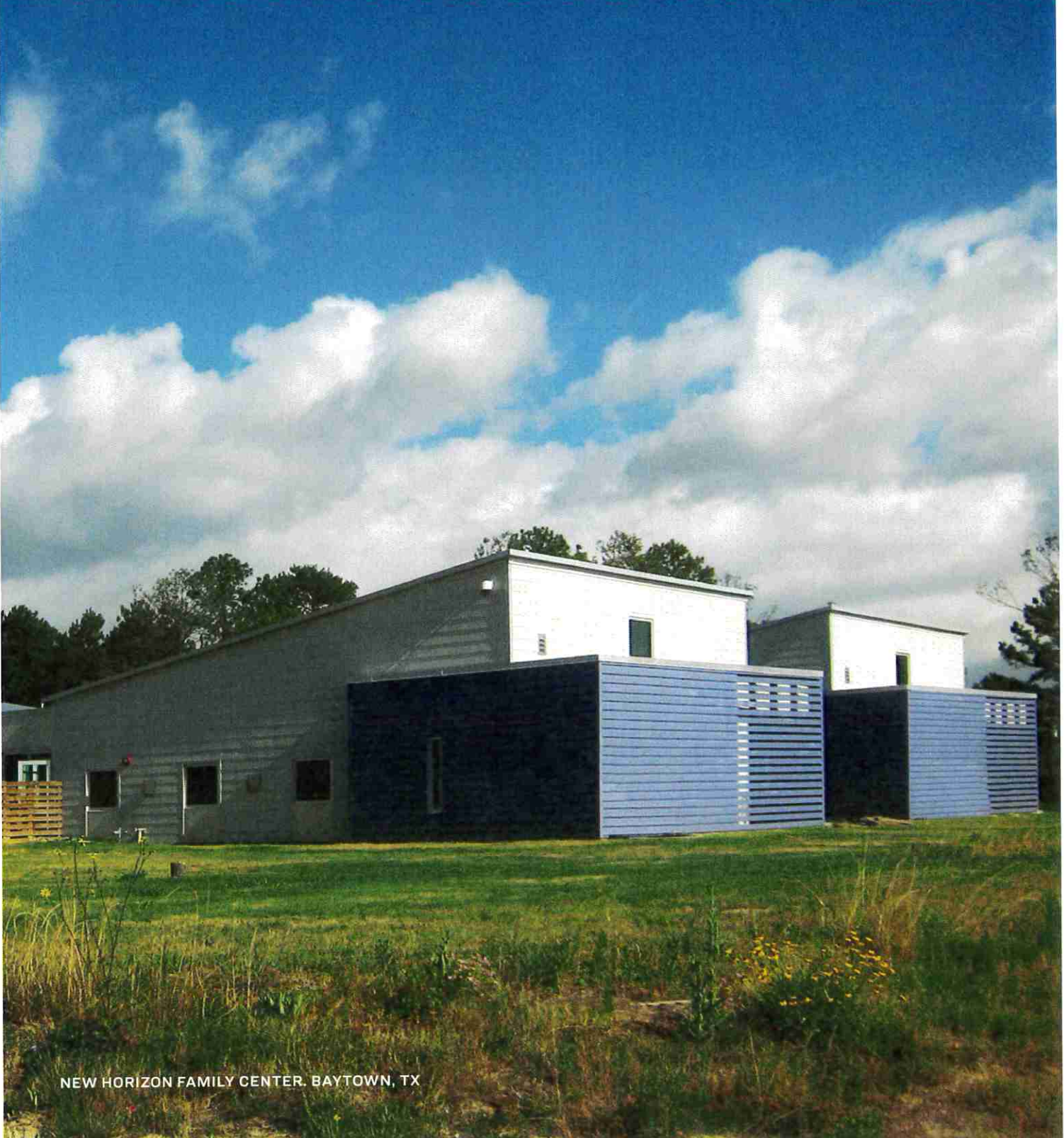
Public Funding

Design Services

Construction
Coordination /
Administration**PROJECT CONTACT**Chris Barnes
Bread of Life
919.559.2355
chrisbarnes@
breadoflifeinc.org

115
“The New Horizon Project stands for what is best in architecture today; the inventive use of modest materials and forms, resulting in an original work of contemporary architecture that acknowledges its vernacular legacy and sense of place.”

David Brininstool
Principal | Brininstool + Lynch, Chicago
2009 AIA Houston Design Awards Juror



NEW HORIZON FAMILY CENTER. BAYTOWN, TX



HARRIS COUNTY COMMUNITY AND ECONOMIC DEVELOPMENT DEPARTMENT/NEW HORIZON FAMILY CENTER

New Horizon Family Center

Baytown, Texas

The 9,600 square-foot Center serves the needs of those escaping abusive relationships and was a joint project between the Harris County Community and Economic Development Department and New Horizon Family Center.

The Center's layout is divided into two main structures and is oriented around a garden cloister. The administration building includes a communal area with a large kitchen, conference room, and offices. The dormitory building has a children's playroom that opens onto a private outdoor play area separate from the central garden. The dormitory structure is further divided into two pods. This separation creates a tertiary courtyard which allows natural light into each of the 12 bedrooms.

The central courtyard is comprised of four large boulders set within a rock garden. A Monastery bamboo tree placed near the corner will eventually grow to a height of 30 feet and accent the courtyard with greenery and shade.

**project was completed more than 10 years ago*

**RECOGNITION**

American Institute of Architects Houston Chapter 2009 Architecture Award

RELEVANCE

Transitional / Supportive Housing

Scale

Consulting Services

Targets people having experienced domestic violence

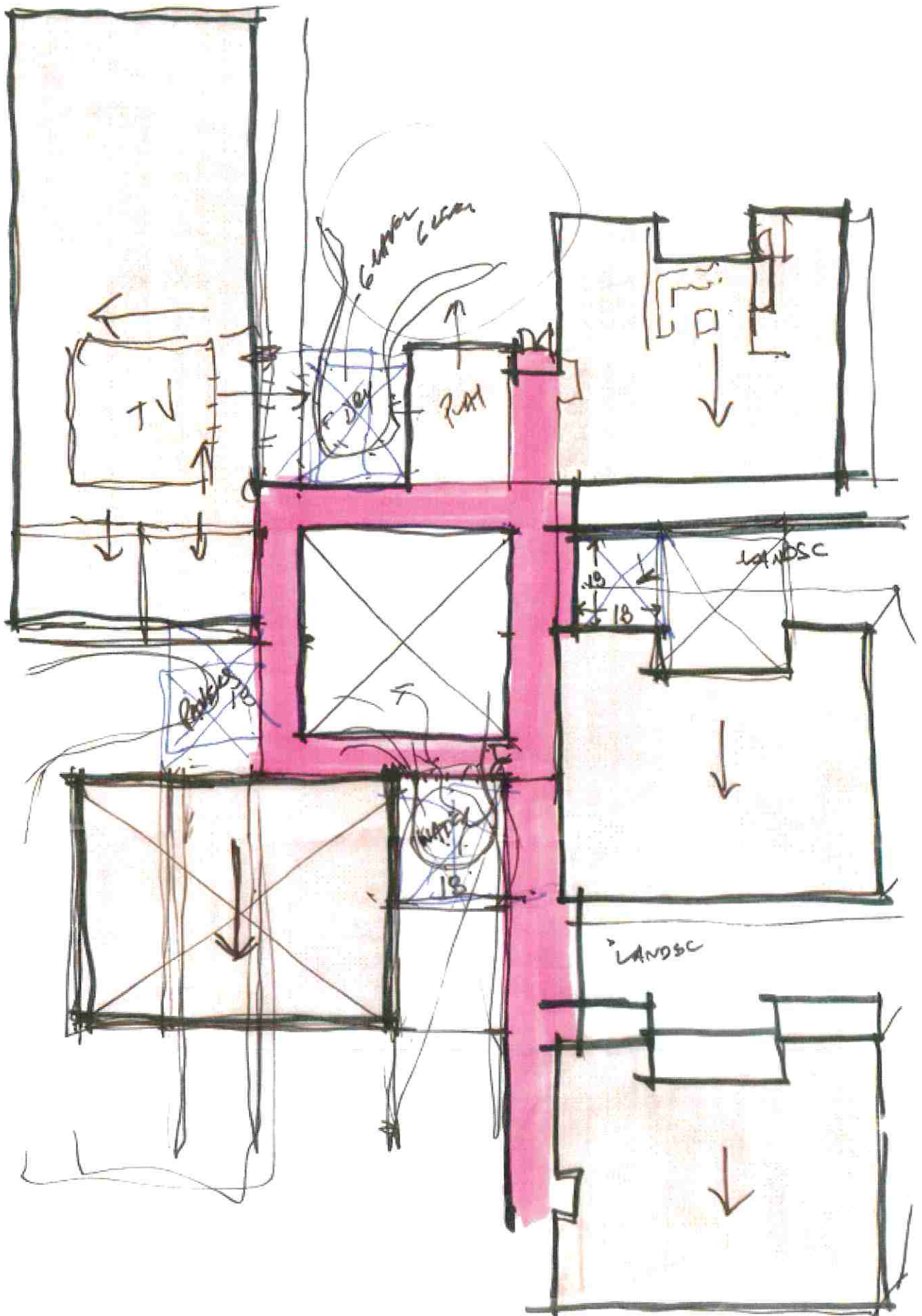
Public Funding

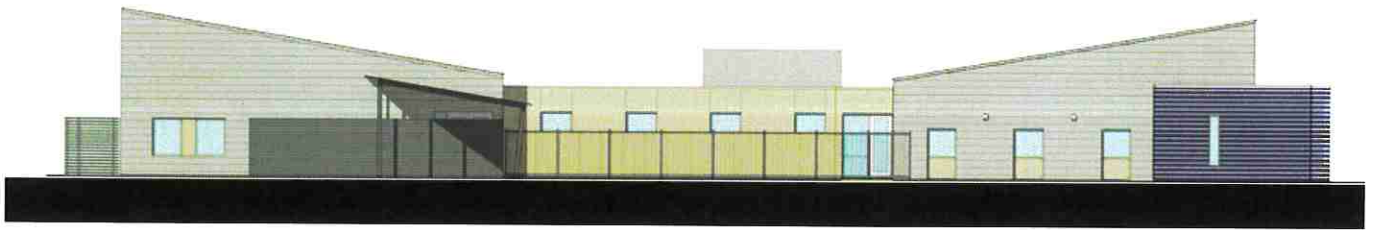
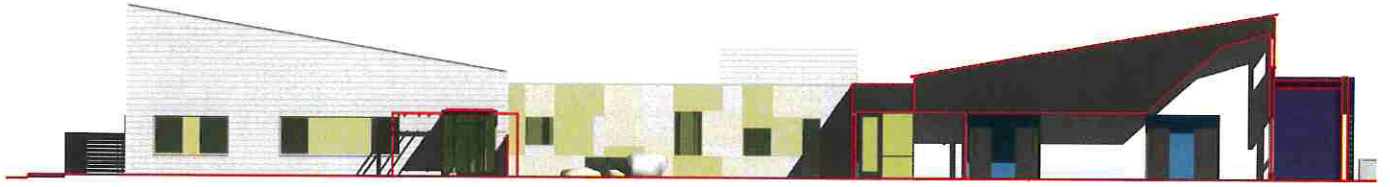
Design Services

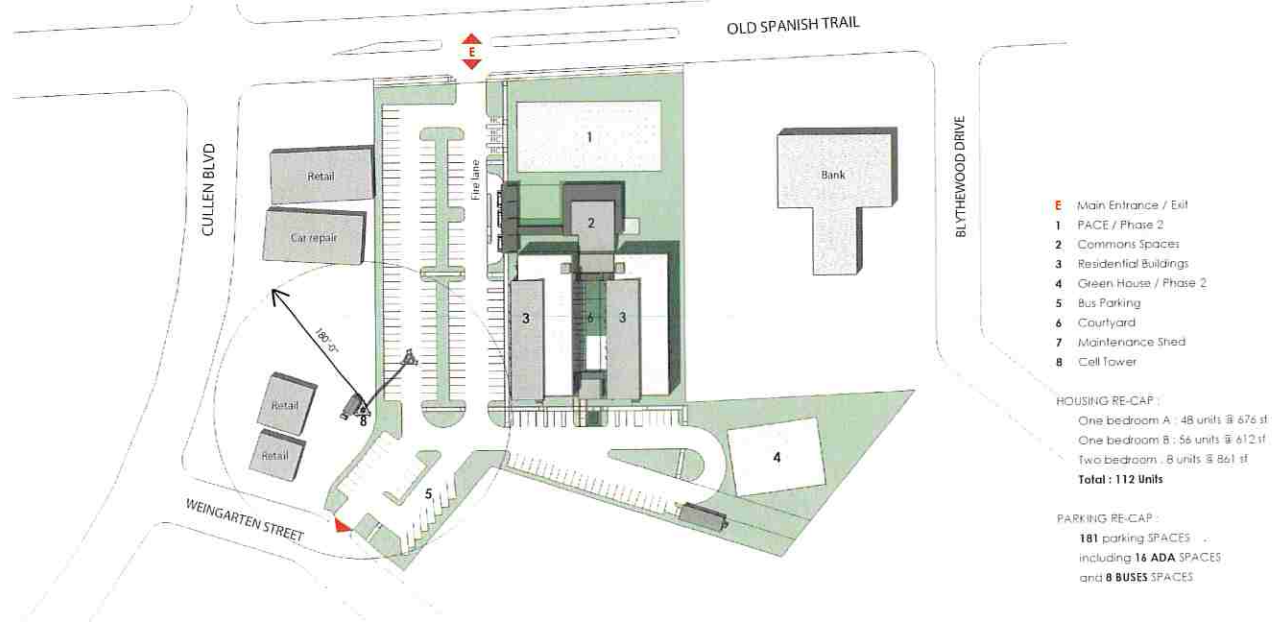
Construction Coordination / Administration

PROJECT CONTACT

Gregory J. Frazier
Director of Infrastructure
Harris County
832.927.8246
gregory.frazier@csd.
hctx.net







THE VOLUNTEERS OF AMERICA AND KISSITO HEALTHCARE SERVICES

Riverside Center for Healthy Living

Houston, Texas

Designed for the remediated site of a former automotive sales and repair facility on Old Spanish Trail, the Riverside Center for Healthy Living will provide affordable senior housing for 112 one and two-bedroom units and a Commons Facility with a clinic, A social area, and recreational spaces. A collaboration between The Volunteers of America and Kissito Healthcare Services, the Riverside Center will be a tax credit project through the City of Houston using HOME funds and additional private grants for construction. Sixty-six housing vouchers are dedicated to this project through the Mayor's Housing Initiative.

The residential units are contained within two four-story blocks on each side of a protected and landscaped courtyard. The clinic is viewable and accessible from the neighborhood. The Commons building has a reception area, library, fully-stocked crafts room, conference room and business center as well as living, dining and residential kitchen spaces for resident gatherings.

RELEVANCE

Supportive Housing

On-site Clinic

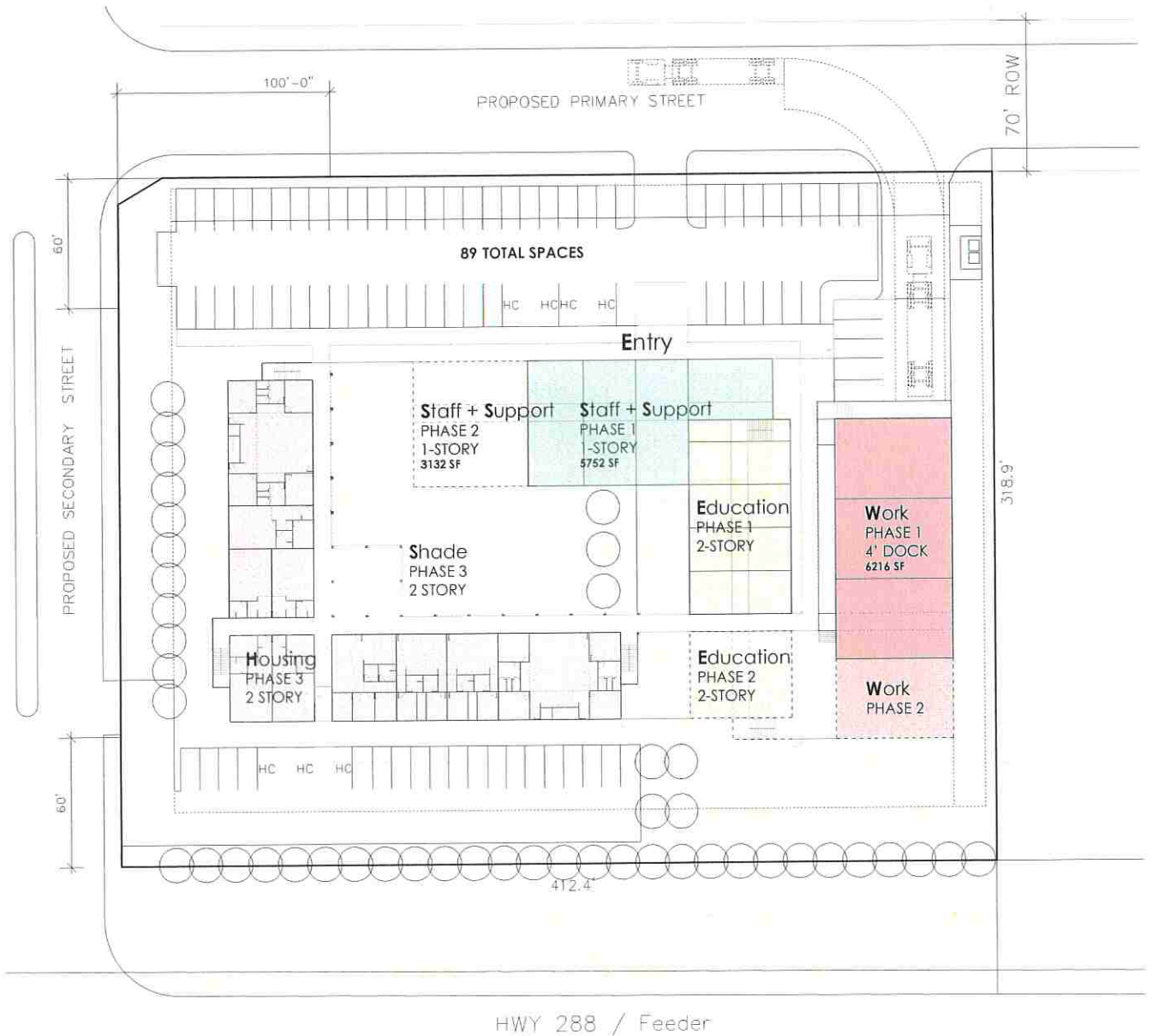
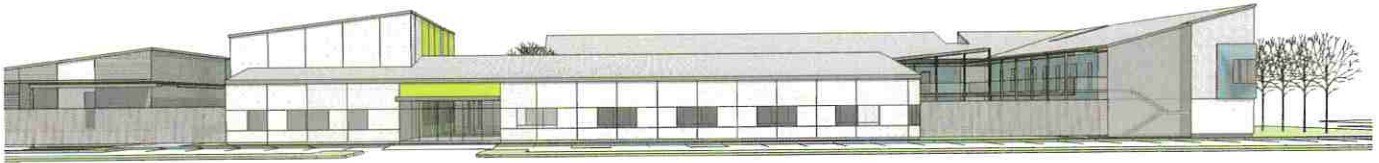
Design Services

Construction
Coordination /
Administration

PROJECT CONTACT

Patrick Sheridan
Volunteers of America
703.341.5095
PSheridan@voa.org





THE H.E.A.R.T. PROGRAM

New H.E.A.R.T. Headquarters

Houston, Texas

The H.E.A.R.T. Program (Housing, Entrepreneurship And Readiness Training) was founded to create new opportunities for adults with intellectual/developmental disabilities (I/DD) to achieve their potential." - The H.E.A.R.T. Program

This 48,000 square-foot Supportive Housing project consists of a mix of housing units, administration, education space, work zones, and support and services areas. Residential units are a mix of SRO's, one, two, and three-bedroom dwellings connected by a system of canopies and breezeways. The project is cloistered around an open, common courtyard and laid out in a strategic way to maximize efficiency, privacy, and security. Plenty of outdoor covered areas are provided to enhance the lives of the future residents. Construction materials were carefully selected to reflect the client's unique mission while adhering to a strict initial construction cost budget and the client's desire for a maintenance-free facility.

RELEVANCE

Supportive Housing

Targets people with intellectual and developmental disabilities

Public Funding

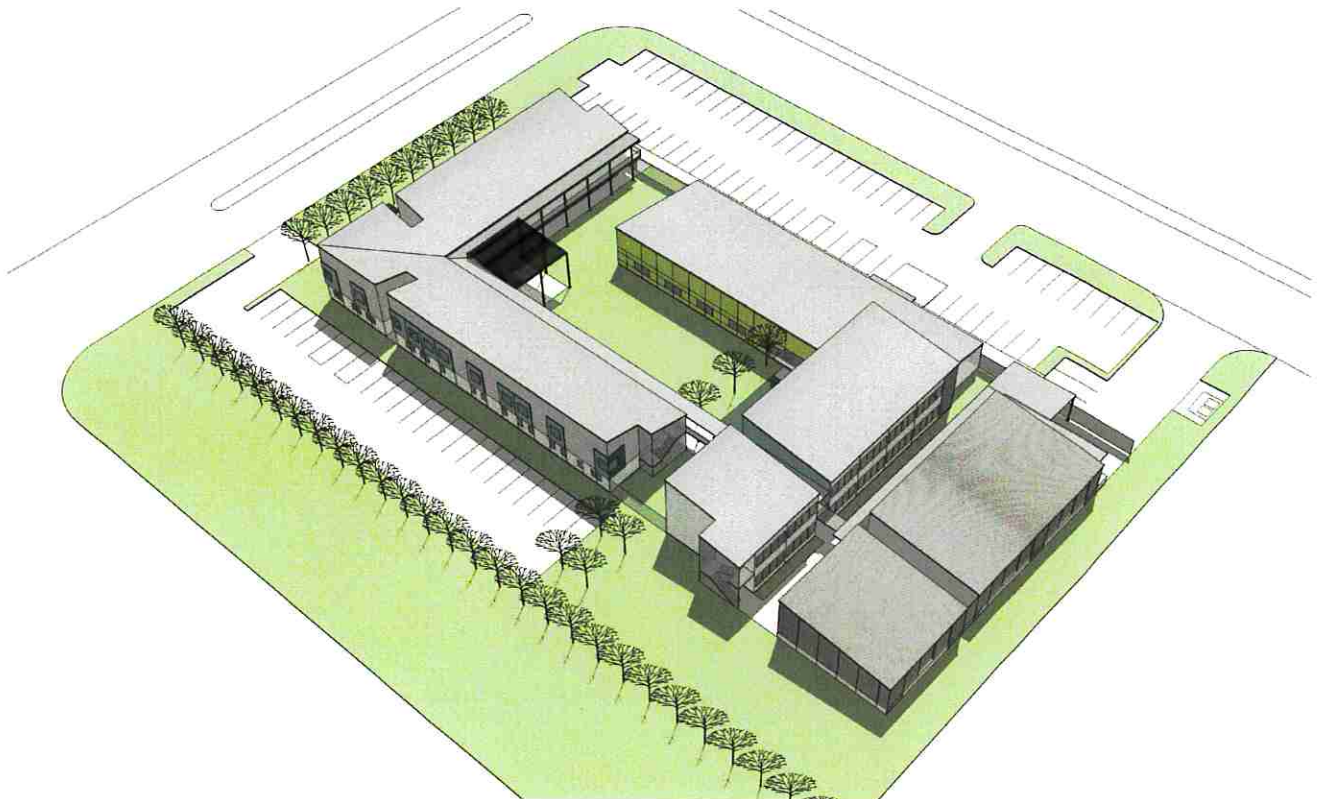
Design Services

Construction
Coordination /
Administration**PROJECT CONTACT**

Jane Borochoff

The H.E.A.R.T. Program

Jane@heartprogram.org



SPECIFICATIONS PACKET**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

September 19, 2023

Request for Statements of Qualifications**(RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center**

Jefferson County is seeking submittals from qualified firms to provide professional Architectural Services in accordance with Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, October 25, 2023. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

There will be a Mandatory Pre-Proposal Conference Thursday, September 28, 2023 at 2:00 pm CT at the Diversion Center Site Location at 3890 FM 3514, Beaumont, Texas 77705.

REQUEST NAME: Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

REQUEST NUMBER: RFQ 23-061/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, October 25, 2023

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

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

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

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

Sincerely,

Deborah L. Clark, Purchasing Agent
Jefferson County, Texas

PUBLISH:
Beaumont Enterprise & Port Arthur News:
September 20, 2023 & September 27, 2023
The Examiner:
September 21, 2023

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SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

1.1 PURPOSE AND SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested qualified architects desiring to provide professional Architectural Services for redesign of Jefferson County Diversion Center.

PROJECT DESCRIPTION

Jefferson County is seeking qualified architecture firm(s) to assist the County in developing architectural designs for the redesign of the Jefferson County Diversion Center. The facility was previously a juvenile detention facility. The County is requesting the redesign of one existing building with (4) four individual pods in the building. The building will be redesigned to a diversion facility. The selected architecture firm(s) will work with the County to determine a basis of design, draft design plans, assist in the bidding phase and perform administration of the construction phase.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor’s representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ 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 RFQ, 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 RFQ 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.

1.5 ARCHITECTURE FIRM’s SERVICES.

- A. A description of services that may be utilized under this RFQ includes:
 1. Evaluate the County’s architectural needs for a facility redesign.
 2. Create a schematic design of the redesigned facility.
 3. Provide bid phase services.
 4. Provide construction administration services.

1.6 LAWS AND REGULATIONS.

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

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** 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 1.8 Below)

1.8 WORKER’S COMPENSATION INSURANCE.

1.8.1 Definitions:

(RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

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

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

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

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

1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to **Section 1.7** above.

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

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

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

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

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

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

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

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

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

- 1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
 - 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
 - 1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
 - 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
 - 1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.8.11 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.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Architect shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Architect under contract shall be made available to any individual or organization by the Architect without the prior written approval of the County.

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/24/2023

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 Higginbotham Insurance Agency, Inc. 11700 Katy Freeway, Suite 1100 Houston TX 77079	CONTACT NAME: Ashley Enrique	
	PHONE (A/C, No., Ext): 817-349-2279	FAX (A/C, No.): 817-347-6981
	E-MAIL ADDRESS: AENRIQUE@higginbotham.net	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Aspen American Insurance Company	43460
INSURED Brave / Architecture, Inc. 4200 Montrose Blvd., Suite 400 Houston TX 77006	INSURER B: Hartford Lloyds Insurance Company	38253
	INSURER C: Hartford Insurance Company Of The Midwest	37478
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 1069175677 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		46SBACO5325	1/3/2023	1/3/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		46SBACO5325	1/3/2023	1/3/2024	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 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		46SBACO5325	1/3/2023	1/3/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A		46WBCZI2902	1/3/2023	1/3/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	PROFESSIONAL LIABILITY CLAIMS MADE POLICY Retroactive Date: 03/01/2002		AAAE10007805	9/13/2023	9/13/2024	EACH CLAIM AGGREGATE \$3,000,000 \$3,000,000

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

CERTIFICATE HOLDER For Informational Purpose Only	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

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

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

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

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

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

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

	acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3 , "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704 , as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401 , "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q .) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and

	funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by <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.	24 CFR §570.303
	<i>See 2 CFR §200.323.</i>	2 CFR 200 APPENDIX II (J)
	<i>See 2 CFR §200.216.</i>	2 CFR 200 APPENDIX II (K)
	<i>See 2 CFR §200.322.</i>	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at <u>40 CFR part 247</u> that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers’ representative of the contractor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of</p>	

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

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

	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p> <p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
<p>None</p>	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	<p>2 CFR 200.334</p>
<p>None</p>	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a</p>	<p>Texas Government Code 2252.152</p>

	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.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

The Contractor Fernando Brave, CEO 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

Fernando Brave, CEO

Name and Title of Contractor's Authorized Official

17 October 2023

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

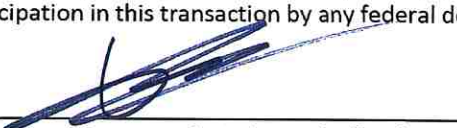
DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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



Signature of Contractor's Authorized Official

Fernando Brave, CEO

Name and Title of Contractor's Authorized Official

17 October 2023

Date

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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



Signature of Contractor's Authorized Official

Fernando Brave, CEO

Name and Title of Contractor's Authorized Official

17 October 2023

Date

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

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

3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, October 25, 2023.

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

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

3.3 COURTHOUSE SECURITY.

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

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

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2023):

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

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ 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 RFQ and urgent County requirements preclude amendment to the RFQ, 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.

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

3.6 PRE-PROPOSAL CONFERENCE.

There will be a Mandatory Pre-Proposal Conference on Thursday, September 28, 2023, at 2:00 pm CT, at the Diversion Center Site Location at 3890 FM 3514, Beaumont, Texas 77705.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 13, 2023.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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

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

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 23.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE FORM 1295

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

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

Must file online at www.ethics.state.tx.us/File

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

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.



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:
2023-1083451

Date Filed:
10/13/2023

Date Acknowledged:

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

Brave / Architecture Inc
Houston, 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 Purchasing Department

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.

RFQ 23-061MR
Architectural Services for Redesign of Jefferson County Diversion Center

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Brave/architecture, Inc.	HOUSTON, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is Paula L. Killebrew and my date of birth is 2/23/58
My address is 4200 Montrose Blvd. Suite 400 Houston TX 77006
(street) (city) (state) (zip code) (country)

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

Executed in Harris County County, State of Texas on the 13th day of October, 2023
(month) (year)

Paula L. Killebrew
Signature of authorized agent of contracting business entity
(Declarant)

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



SAM.gov Maintenance Downtime [Show Details](#)
Oct 13, 2023



[See All Alerts](#)

Contract Data Reports Update Not Completed [Show Details](#)
Oct 12, 2023



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< **Entity Information**

Check Entity Status

This tool allows you to check the status of your entity.

Search by Unique Entity ID/CAGE Search entities pending Unique Entity ID assignment



Non-federal users: You may only check the status of entities linked to your SAM.gov account.

Unique Entity ID

CAGE Code

356S7

[Reset](#)

[Search](#)

Entity Information

BRAVE / ARCHITECTURE INC. Active Registration

Unique Entity ID
E6JQAG9C6A37

Your registration was activated on 2023-01-11. It expires on 2024-01-09, which is one year after you submitted it for processing. To update or renew your registration, begin from your Entities Workspace.

More About the Entity Status Tracker

[Getting Started with Registration](#)

[Entity Status Guide](#)

Legend

[What if my entity fails TIN validation?](#)

[What if my entity fails CAGE validation?](#)

[More Help](#)



Validate Entity
Completed



Get Unique Entity ID
Completed



Core Data
Completed



Assertions
Completed



Reps & Certs
Completed



POCs
Completed



Submit
Completed



Processing
Completed



Active
Completed

More About the Entity Status Tracker

[Getting Started with Registration](#)

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[Legend](#)

[What if my entity fails TIN validation?](#)

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**General Services
Administration**

This is a U.S. General Services Administration Federal Government computer system that is **"FOR OFFICIAL USE ONLY"** This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.

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

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Architectural Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process. This information can be provided in the biographies or resumes.
9. A description of representative work accomplished for all jobs within the past ten (10) years. Include specific jobs for outpatient facility, rehabilitation facility and nursing home facility design or redesign. Include project contact's information for reference.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Architectural redesign services to Jefferson County. Include a projected timeline for the completion of the design phase of this project.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 29 of this package. Include reference information for projects similar to the project listed in the Request for Statement of Qualifications.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses

Response to Requested Information.....15 %

This will be based on the firm’s submission of all requested information in this RFQ.

Past Project Performance and References.....35 %

This will be based on the firm’s experience on all projects and references.

Past Experience on Similar Projects.....25 %

This will be based on the firm’s experience on similar projects.

Firm’s Staff Qualifications & Capacity to Complete Project.....25 %

This will be based on the biographies or resume’s submitted as well as the projected timeline for the design phase.

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

Respondent's Company/Business Name: Brave / Architecture Inc.

Respondent's TAX ID Number: 47-0883620

If Applicable: HUB Vendor No. 1470883620100 DBE Vendor No. 19-7-10382

Contact Person: Natasha Dunn Title: Principal

Phone Number (with area code): (713) 524-5858

Alternate Phone Number if available (with area code): (505) 804-0210

Fax Number (with area code): N/A

Email Address: ndunn@bravearchitecture.com

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

4200 Montrose Blvd. Suite 400

Address Houston, TX, 77006

City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: Recenter

Address: 3809 Main St, Houston, TX 77002

Contact Person and Title: Paul Nichol, Director of Operations

Phone: 832.600.1087 Fax: N/A

Email Address: pnichol@recenterhouston.com Contract Period: 2013 - 2021

Scope of Work: A&E services for a new construction housing SRO facility with substance abuse support.

REFERENCE TWO

Government/Company Name: Bread of Life, Inc. & St. John's United Methodist Downtown

Address: 2019 Crawford St, Houston, TX 77002

Contact Person and Title: Chris Barnes, Chief Operating Officer

Phone: 919.559.2355 Fax: N/A

Email Address: chrisbarnes@breadoflifeinc.org Contract Period: 2021 - Current

Scope of Work: A&E services to transform defunct gymnasium in to housing SRO with mental health and substance abuse support

REFERENCE THREE

Government/Company Name: Infrastructure Investments, Harris County

Address: 13105 Northwest Fwy. Houston, Texas 77040

Contact Person and Title: Gregory J. Frazier, Director of Infrastructure

Phone: 832.927.8246 Fax: N/A

Email Address: gregory.frazier@csd.hctx.net Contract Period: 2006 - 2009, and Current

Scope of Work: 2009 project - A&E services for housing with domestic abuse recovery support. Current - Construction Administration, Owner representative services on housing project which supports youth aging out of foster care.

SIGNATURE PAGE

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

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

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

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

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

BRAVE / architecture

RFQ Respondent (Entity Name)

4200 Montrose Blvd. Suite 400

Street & Mailing Address

Houston, TX 77006

City, State & Zip

(713) 524.5858

Telephone Number

ndunn@bravearchitecture.com

E-mail Address

Signature

Fernando Brave

Print Name

17 October 2023

Date Signed

N/A

Fax Number

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING


Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

 <hr/> Signature of Contractor's Authorized Official
Fernando Brave, CEO <hr/> Name and Title of Contractor's Authorized Official <i>(Please Print)</i>
17 October 2023 <hr/> Date

REQUIRED FORM**Respondent:**

Please complete this form and include with RFQ response submission.

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

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

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


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

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

Type of Federal Action: a. contract <u>N/A</u> b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: <u>N/A</u> a. bid/offer/application b. initial award c. post-award	Report Type: <u>N/A</u> a. initial filing b. material change
Name and Address of Reporting Entity: ___ Prime ___ Sub-awardee Tier ____, if Known: N/A Congressional District, if known:	If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime: N/A Congressional District, if known:	
Federal Department/Agency: N/A	7. Federal Program Name/Description: N/A CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: N/A \$	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): N/A	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): N/A	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature:  Print Name: Fernando Brave Title: CEO Telephone No.: 713.524.5858 Date: 10/17/2023	
Federal Use Only	Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)	

REQUIRED FORM
Respondent:
 Please complete this form and include with RFQ response submission.

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

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

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

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

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

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

 (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center; font-size: 1.2em;">N/A</p>		
<p>2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>N/A (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; font-size: 1.2em;">N/A</p> <p style="text-align: center; font-size: 0.8em;">Name of Officer</p> <p><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.</small></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 checked="" 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 checked="" 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 checked="" type="checkbox"/> No </p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>		
<p>4</p> <p style="text-align: center;"> </p> <p style="text-align: center; font-size: 0.8em;">Signature of vendor doing business with the governmental entity</p>		<p style="text-align: center; font-size: 1.2em;">10/17/2023</p> <p style="text-align: center; font-size: 0.8em;">Date</p>

Adopted 8/7/2015

REQUIRED FORM
Respondent:
 Please complete this form and include with RFQ response submission.

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

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT		FORM CIS
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.		OFFICE USE ONLY
1	Name of Local Government Officer	Date Received
	N/A	
2	Office Held	
	N/A	
3	Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code	
	N/A	
4	Description of the nature and extent of employment or other business relationship with vendor named in item 3	
	N/A	
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 <u>N/A</u> Description of Gift _____	
	Date Gift Accepted <u>N/A</u> Description of Gift _____	
	Date Gift Accepted <u>N/A</u> 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.	
	<u>N/A</u> _____ Signature of Local Government Officer	
	AFFIX NOTARY STAMP / SEAL ABOVE	
	Sworn to and subscribed before me, by the said _____ this the _____ day	
	of _____, 20____, to certify which, witness my hand and seal of office	
	_____ Signature of officer administering oath	_____ Printed name of officer administering oath
	_____ Title of officer administering oath	

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

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

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

Taxpayer Identification Number (T.I.N.):	47-0883620
Company Name submitting bid/proposal/response:	BRAVE / architecture
Mailing address:	4200 Montrose Blvd. Suite 400, Houston, TX 77006
If you are an individual, list the names and addresses of any partnership of which you are a general partner:	

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

Jefferson County Tax Acct. No.*	Property address or location**
None	

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

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

REQUIRED FORM
Respondent:
 Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

[Signature]
Signature of Company Representative

17 October 2023
Date

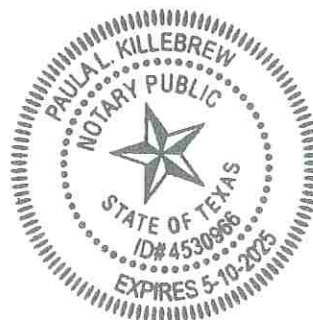
On this 17 day of October, 2023, personally appeared

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

Notary Seal

[Signature]
Notary Signature
10/24/2023
Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.



SENATE BILL 252 CERTIFICATION

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

BRAVE / architecture
_____**Company Name**RFQ 23-061/MR
_____**IFB/RFP/RFQ number****Certification check performed by:**_____
Purchasing Representative_____
Date

NON-DISCLOSURE AGREEMENT


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

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

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

[Printed Name of Consultant]

BRAVE / architecture

By: 
 Title: CEO
 Date: 17 October 2023

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street
1st Floor, Beaumont, TX 77701

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

Addendum to RFQ

RFQ NUMBER: RFQ 23-061/MR
RFQ TITLE: Architectural Services for Redesign of Jefferson County Diversion Center
RFQ DUE BY: 11:00 am CT, Wednesday, October 25, 2023
ADDENDUM NO.: 1
ISSUED (DATE): October 9, 2023

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

Reason for Issuance of this Addendum: Questions

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

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

ATTEST:

Witness

Witness

Approved by Date: 10/25/2023

Authorized Signature (Respondent)

CEO

Title of Person Signing Above

Brave / Architecture LLC

Typed Name of Business or Individual

4200 Montrose Blvd, Ste 400, Houston TX 77006
Address

**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

1. Question: Please provide the total square footage of the building.

Answer: 18,544 square feet

2. Question: Are there any existing floor plans or aerial views of the facility? If so, how should the contractor/vendor expect to receive them (i.e. electronically, in person pick up, etc.)

Answer: There are aerial views of the facility. They can be delivered electronically or in person upon award of the contract.

3. Question: How long will the committee take to review and approve a firm for this project?

Answer: The committee should take approximately two weeks to review the statements of qualifications.

4. Question: How is the facility currently connected to the Dream Center?

Answer: The Jefferson County Diversion Center will not be affiliated with the Dream Center.

5. Question: Will the facility accept disabled occupants?

Answer: Yes

RESPONDENT'S CERTIFICATION

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

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

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

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

BRAVE/architecture

NAME OF BUSINESS

BY:

[Handwritten signature]
SIGNATURE

Fernando Brave, CEO

NAME & TITLE, TYPED OR PRINTED

4200 Montrose Blvd, Ste 400

MAILING ADDRESS

Houston Texas, 77006

CITY, STATE, ZIP CODE

(713) 524-5858

TELEPHONE NUMBER

Sworn to and subscribed before me
this 24th day of
October, 2023

[Handwritten signature]

Notary Public

State of Texas

My Commission Expires: 5/10/2025



REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.



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

September 19, 2023

Request for Statements of Qualifications
(RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

Jefferson County is seeking submittals from qualified firms to provide professional Architectural Services in accordance with Request for Statements of Qualifications (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

All interested firms should obtain a "Request for Qualifications" specifications packet from the Jefferson County Purchasing webpage at: <https://www.co.jefferson.tx.us/Purchasing/>

All submittals shall be evaluated by an Evaluation Committee. This committee will evaluate submissions to this request and select the firm that is most qualified, responsive, and experienced.

Responses are to be sealed and addressed to the Purchasing Agent with the request for qualifications number and name marked on the outside of the envelope or box. All responses shall be submitted with an original and (5) five copies, to the Jefferson County Purchasing Department, 1149 Pearl Street, 1st Floor, Beaumont, Texas 77701, no later than 11:00 am CT, October 25, 2023. Jefferson County does not accept responses submitted electronically. Responses will be publicly opened and the names of responding firms will be read aloud in the Jefferson County Engineering Department Conference Room (5th Floor, Historic Courthouse) 1149 Pearl Street, Beaumont, Texas 77701 at the time and date below. Statements of Qualifications received after that time will be considered late and will be returned unopened. Inquiries shall be directed to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or mistey.reeves@jeffcotx.us. If no response in 72 hours, contact Deborah Clark, Purchasing Agent at 409-835-8593 or deb.clark@jeffcotx.us.

There will be a Mandatory Pre-Proposal Conference Thursday, September 28, 2023 at 2:00 pm CT at the Diversion Center Site Location at 3890 FM 3514, Beaumont, Texas 77705.

REQUEST NAME: Architectural Services for Redesign of Jefferson County Diversion Center, Pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

REQUEST NUMBER: RFQ 23-061/MR

DUE DATE/TIME: 11:00 am CT, Wednesday, October 25, 2023

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

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

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

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

Sincerely,

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:
 Beaumont Enterprise & Port Arthur News:
 September 20, 2023 & September 27, 2023
 The Examiner:
 September 21, 2023

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SECTION 1: INTRODUCTION: REQUEST FOR STATEMENTS OF QUALIFICATION (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

1.1 PURPOSE AND SCOPE OF WORK

Jefferson County is requesting statements of qualifications and experience from all interested qualified architects desiring to provide professional Architectural Services for redesign of Jefferson County Diversion Center.

PROJECT DESCRIPTION

Jefferson County is seeking qualified architecture firm(s) to assist the County in developing architectural designs for the redesign of the Jefferson County Diversion Center. The facility was previously a juvenile detention facility. The County is requesting the redesign of one existing building with (4) four individual pods in the building. The building will be redesigned to a diversion facility. The selected architecture firm(s) will work with the County to determine a basis of design, draft design plans, assist in the bidding phase and perform administration of the construction phase.

1.2 PROCEDURE.

Firms are encouraged to submit statements of qualifications and experience. The Purchasing Agent will appoint a Selection Review Committee to evaluate qualified responses. Responses will be ranked on the basis of demonstrated experience, competence, and qualifications. Fees, price, work hours, or any other cost information will not be considered in the development of the short list.

Jefferson County will then enter into negotiations with the highest qualified firm. The negotiations will first establish the scope, terms and conditions, and time limits for the proposed contract. Once agreement is reached between Jefferson County and the selected firm, the County will request a fee proposal from the firm. If agreement is reached, the County will retain the firm and enter into a written contract with it. If an agreement cannot be negotiated with the selected firm, the County will then enter into negotiations with the next most qualified firm. This procedure will continue until agreement is reached and a contract is produced. If the County cannot negotiate an agreement, the procedure will be terminated.

1.3 SELECTION REVIEW COMMITTEE.

Because of the diversity of the departments and activities of the County, the Purchasing Agent will appoint the Selection Review Committee for this Request for Qualifications. The Purchasing Agent may appoint a Chairperson and no less than two (2) other members for the committee. Typically, the committee will consist of at least one professional in the task required, a person knowledgeable about procurement practices, and either a representative of the department requesting the project, or the department executing the project. However, this structure is not binding and subject to change at the discretion of the Purchasing Agent. Other members may be appointed to the Evaluation Committee as necessary and appropriate, but the total number of persons committee shall not exceed five (5) persons. Committee appointments shall be in writing and shall briefly describe the scope of the project and, if necessary, the primary disciplines required to accomplish the project in order to assist the committee in developing a list of firms that might best accomplish the work required. Committee membership and project requirements will vary from project to project. Therefore, a firm rated number one for one project could be considered not qualified or ranked lower on another project.

1.4 EVALUATION PROCESS.

While Jefferson County appreciates a brief, straight-forward, and concise reply; Respondent must fully understand that the evaluation is based on the information provided. Accuracy and completeness are essential. Omissions, ambiguous, and equivocal statements may be construed against the respondent. The RFQ response may be incorporated into any contract which results from this RFQ, and vendor(s) are cautioned not to make claims or statements it is not prepared to commit to contractually. Failure of the vendor to meet such claims will result in a requirement that the vendor provide resources necessary to meet submitted claims.

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor’s representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFQ 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 RFQ, 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 RFQ 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.

1.5 ARCHITECTURE FIRM’S SERVICES.

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

1. Evaluate the County’s architectural needs for a facility redesign.
2. Create a schematic design of the redesigned facility.
3. Provide bid phase services.
4. Provide construction administration services.

1.6 LAWS AND REGULATIONS.

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

1.7 INSURANCE.

The contractor (including any and all subcontractors as defined in **Section 8.1.3** 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 1.8 Below)

1.8 WORKER’S COMPENSATION INSURANCE.

1.8.1 Definitions:

- 1.8.1.1 **Certificate of coverage (“Certificate”)** – A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission, or a coverage agreement, DWC-81, DWC-82, DWC-83, or DWC-84 showing statutory workers’ compensation insurance coverage for the person’s or entity’s employees providing services on a project, for the duration of the project.
- 1.8.1.2 **Duration of the project** – Includes the time from the beginning of the work on the project until the contractor’s/person’s work on the project has been completed and accepted by the governmental entity.
- 1.8.1.3 **Persons providing services on the project (“subcontractor”) in article 406.096** – Includes all persons or entities performing all or part of the services under the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the contractor and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractor, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity which furnishes persons to provide services on the project. “Services” includes, without limitation, providing, hauling or delivering equipment or materials, or providing labor, transportation, or other service related to a project. “Services” does not include activities unrelated to the project, such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.
- 1.8.2 The Contractor shall provide coverage, based on proper reporting of classification code and payroll amounts and filing any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the contractor providing services on the project, for the duration of the project.
- 1.8.3 The Contractor must provide a certificate of coverage to the governmental entity prior to being awarded the contract – refer to **Section 1.7** above.
- 1.8.4 If the coverage period shown on the Contractor’s current certificate of coverage ends during the duration of the project, the Contractor must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- 1.8.5 The Contractor shall obtain from each person providing services on a project, and provide to the governmental entity:
- 1.8.5.1 A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
- 1.8.5.2 No later than seven (7) days after receipt by the Contractor, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate ends during the duration of the project.
- 1.8.6 The Contractor shall retain all required certificates of coverage for the duration of the project and for one (1) year thereafter.
- 1.8.7 The Contractor shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- 1.8.8 The Contractor shall post on each project site a notice, in the text, form and manner prescribed by the Texas Department of Workers’ Compensation, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.
- 1.8.9 The Contractor shall contractually require each person with whom it contracts to provide services on a project to:
- 1.8.9.1 Provide coverage, based on reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all its employees providing services on the project, for the duration of the project.

- 1.8.9.2 Provide to the Contractor, prior to that person beginning work on the project a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project.
- 1.8.9.3 Provide the Contractor, prior to the end of coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- 1.8.9.4 Obtain from each person with whom it contracts, and provide to the Contractor:
- 1.8.9.4.1 A certificate of coverage, prior to the other person beginning work on the project; and
- 1.8.9.4.2 the coverage period, if the coverage period shown on the current certificate of a new certificate of coverage showing extension of coverage, prior to the end of coverage ends during the duration of the project.
- 1.8.9.5 Retain all required certificates of coverage on file for the duration of the project and for one (1) year thereafter.
- 1.8.9.6 Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
- 1.8.9.7 Contractually require each person with whom it contracts to perform as required by paragraphs **1.8.1. – 1.8.7.**, with the certificates of coverage to be provided to the person for whom they are providing services.
- 1.8.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- 1.8.11 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.

1.9 TERMS AND CONDITIONS.

1. Jefferson County reserves the right to request clarification of information submitted and to request additional information of one or more respondents.
2. Any agreement or contract resulting from this RFQ shall be on forms approved by Jefferson County and shall contain, at minimum, applicable provisions of this document. Jefferson County reserves the right to reject any agreement that does not conform to this document and any County requirements and contracts.
3. The Architect shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of the County.
4. No reports, information, or data given to or prepared by the Architect under contract shall be made available to any individual or organization by the Architect without the prior written approval of the County.

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

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

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

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

THRESHOLD	PROVISION	CITATION
<p>>\$250,000 (Simplified Acquisition Threshold)</p>	<p>Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by <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.</u>, p. 339), 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 III and 41 CFR §60-1.4(b)</p>

	<p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(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.</p> <p>(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.</p> <p>(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through</p>	
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	<p>(8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:</p> <p>Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.</p> <p>The [recipient] further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the [recipient] so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.</p> <p>The [recipient] agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The [recipient] further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the [recipient] agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the [recipient] under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such [recipient]; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
<p>>\$2,000</p>	<p>Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.	
>\$100,000	Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.	2 CFR 200 APPENDIX II (E)
None	Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.	2 CFR 200 APPENDIX II (F)
>\$150,000	Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).	2 CFR 200 APPENDIX II (G)
>\$25,000	Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.	2 CFR 200 APPENDIX II (H)
>\$100,000	Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated	2 CFR 200 APPENDIX II (I) and

	funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.	24 CFR §570.303
	See 2 CFR §200.323.	2 CFR 200 APPENDIX II (J)
	See 2 CFR §200.216.	2 CFR 200 APPENDIX II (K)
	See 2 CFR §200.322.	2 CFR 200 APPENDIX II (L)
>\$10,000	A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.	2 CFR 200.323
>\$100,000	<p><i>§135.38 Section 3 clause</i> <i>All section 3 covered contracts shall include the following clause (referred to as the section 3 clause):</i></p> <p>A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.</p> <p>B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.</p> <p>C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.</p> <p>D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of</p>	

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

	<p>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 § 200.471.</p>	
None	<p>As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. For purposes of this section:</p> <p>(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	2 CFR 200.322(a)(b)(1) (2)
None	<p>The Federal awarding agency must establish conflict of interest policies for Federal awards. The non-Federal entity must disclose in writing any potential conflict of interest to the Federal awarding agency or pass-through entity in accordance with applicable Federal awarding agency policy.</p>	2 CFR 200.112
None	<p>The Federal awarding agency and the non-Federal entity should, whenever practicable, collect, transmit, and store Federal award-related information in open and machine-readable formats rather than in closed formats or on paper in accordance with applicable legislative requirements. A machine-readable format is a format in a standard computer language (not English text) that can be read automatically by a web browser or computer system. The Federal awarding agency or pass-through entity must always provide or accept paper versions of Federal award-related information to and from the non-Federal entity upon request. If paper copies are submitted, the Federal awarding agency or pass-through entity must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.</p>	2 CFR 200.336
None	<p>Contracting with HUB, small and minority businesses, women's business enterprises, and labor surplus area firms.</p> <p>(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.</p> <p>(b) Affirmative steps must include:</p> <p>(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;</p>	2 CFR 200.321

	<p>(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;</p> <p>(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;</p>	
	<p>(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;</p> <p>(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and</p> <p>(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.</p>	
None	<p>Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:</p> <p>(a) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.</p> <p>(b) When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.</p> <p>(c) Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.</p> <p>(d) When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.</p> <p>(e) Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.</p> <p>(f) Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: Indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).</p> <p>(1) <i>If submitted for negotiation.</i> If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.</p> <p>(2) <i>If not submitted for negotiation.</i> If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.</p>	2 CFR 200.334
None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a</p>	Texas Government Code 2252.152

	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.	
>\$100,000	<p>PROVISION REQUIRED IN CONTRACT. (a) This section applies only to certain solicitations and contracts. Section 2271.002 of the Texas Government Code states the following:</p> <p>(a) This section applies only to a contract that:</p> <p>(1) is between a governmental entity and a company with 10 or more full-time employees; and</p> <p>(2) has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.</p> <p>(b) A governmental entity may not enter into a contract with a company for goods or services unless the contract contains a written verification from the company that it:</p> <p>(1) does not boycott Israel; and</p> <p>(2) will not boycott Israel during the term of the contract. Section 2271.001(2) of the Government Code defines "company" to be the meaning assigned by Section 808.001 of the Texas Government Code, except that the term does not include a sole proprietorship.</p>	Texas Government Code 2271.002
Option Contract Language for contracts awarded prior to Grant Award	The contract award is contingent upon the receipt of federal funds. If no such funds are awarded, the contract shall terminate.	Optional
	Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.	42 U.S.C. 6201
	The Firm agrees that no otherwise qualified individual with disabilities shall, solely by reason of his/her disability, be denied the benefits of, or be subjected to discrimination, including discrimination in employment, under any program or activity receiving federal financial assistance.	Section 504 of the Rehabilitation Act of 1973, as amended.

BYRD ANTI-LOBBYING CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM Respondent: Please complete this form and include with RFQ response submission.</p>

DEBARMENT/SUSPENSION CERTIFICATION

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

SECTION 3: RFQ SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1 SUBMISSION OF QUALIFICATIONS.

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

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

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

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

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

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

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

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

3.2 DEADLINE FOR RESPONSE SUBMISSIONS/DELIVERY.

All submissions must be received by 11:00 am CT, Wednesday, October 25, 2023.

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

Late responses will not be accepted and will be returned unopened to the Respondent.

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

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

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

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

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

3.3 COURTHOUSE SECURITY.

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

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

Respondents are strongly urged to plan accordingly.

3.4 COUNTY HOLIDAYS (2023):

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

3.5 SUBMISSIONS DURING TIME OF INCLEMENT WEATHER, DISASTER, OR EMERGENCY.

In case of inclement weather or any other unforeseen event causing the County to close for business on the date of a bid/proposal/statement of qualifications submission deadline, the RFQ 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 RFQ and urgent County requirements preclude amendment to the RFQ, 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.

PROPOSALS WILL BE OPENED PUBLICLY IN A MANNER TO AVOID PUBLIC DISCLOSURE OF CONTENTS; HOWEVER, ONLY NAMES OF PROPOSERS WILL BE READ ALOUD.

3.6 PRE-PROPOSAL CONFERENCE.

There will be a Mandatory Pre-Proposal Conference on Thursday, September 28, 2023, at 2:00 pm CT, at the Diversion Center Site Location at 3890 FM 3514, Beaumont, Texas 77705.

3.7 QUESTIONS/DEADLINE FOR QUESTIONS.

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, October 13, 2023.

3.8 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT).

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

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

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

3.9 FORM 1295 SUBMISSION REQUIREMENT (TEXAS ETHICS COMMISSION).

ALL NON-EXEMPT RESPONDENTS ARE REQUIRED TO SUBMIT COMPLETED FORM 1295 WITH RFQ RESPONSE SUBMISSION.

INSTRUCTIONS:

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

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 23.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

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

A completed Form 1295 is not required for:

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

SAMPLE FORM 1295

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

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

RESPONDENT: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

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

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

3.10 MINIMUM REQUIREMENTS: FIRM INFORMATION TO BE INCLUDED IN RESPONSE.

Firms desiring to be considered for Architectural Services for Jefferson County are required to submit a Statement of Qualifications and Experience in order to be considered for contracts under this procedure. Only firms with statements submitted in response to this Request for Qualifications will be evaluated. The statement should contain, at a minimum, the following:

1. Name of the firm wishing to contract with the County.
2. Firm's local address.
3. Firm's corporate or main office address.
4. Number of years the firm has been in business.
5. Names, qualifications, and experience of professional staff who would be assigned to Jefferson County.
6. Firm's organization chart.
7. Biographies or resumes, including home office location and other relevant information, for each key staff member likely to be assigned to a project.
8. Names, titles, address, and telephone numbers of persons who are authorized to negotiate for and contractually bind the firm. One of these persons should sign the response. A contact must be named for addressing questions generated during the evaluation process. This information can be provided in the biographies or resumes.
9. A description of representative work accomplished for all jobs within the past ten (10) years. Include specific jobs for outpatient facility, rehabilitation facility and nursing home facility design or redesign. Include project contact's information for reference.
10. Provide a detailed summary of the firm's experience in providing the kinds of services specified in this RFQ to governmental entities.
11. Describe reasons why the firm would be uniquely qualified to provide Architectural redesign services to Jefferson County. Include a projected timeline for the completion of the design phase of this project.
12. Describe any unique services offered by your firm.
13. A list of references, other than Jefferson County, who have contracted the types of work the firm, is offering to perform. A reference form is included on Page 29 of this package. Include reference information for projects similar to the project listed in the Request for Statement of Qualifications.

3.11 ADDITIONAL INFORMATION TO BE INCLUDED IN RESPONSE.

1. Provide a listing of all current litigation(s), outstanding judgements and liens affecting the firm.

3.12 CONFIDENTIAL/PROPRIETARY INFORMATION.

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

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

3.13 EVALUATION SCORING CRITERIA FOR RFQ RESPONSES

The appointed Evaluation Committee will consider the following criteria in evaluating responses

Response to Requested Information.....15 %

This will be based on the firm’s submission of all requested information in this RFQ.

Past Project Performance and References.....35 %

This will be based on the firm’s experience on all projects and references.

Past Experience on Similar Projects.....25 %

This will be based on the firm’s experience on similar projects.

Firm’s Staff Qualifications & Capacity to Complete Project.....25 %

This will be based on the biographies or resume’s submitted as well as the projected timeline for the design phase.

RESPONDENT INFORMATION FORM

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

RFQ Number & Name: (RFQ 23-061/MR) Architectural Services for Redesign of Jefferson County Diversion Center

Respondent's Company/Business Name: _____

Respondent's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

VENDOR REFERENCES FORM

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

REQUIRED FORM

Respondent: Please complete this form and include with RFQ submission.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

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

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

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

RFQ Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

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

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

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

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

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

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

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

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

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

REQUIRED FORM Respondent:
 Please complete this form and include with RFQ response submission.

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

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

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

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

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

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

 (2) the vendor:

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

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

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

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

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

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

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ				
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</small></p> <p><small>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</small></p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th colspan="2" style="text-align: center; padding: 2px;">OFFICE USE ONLY</th> </tr> <tr> <td style="width: 50%; padding: 2px;">Date Received</td> <td style="width: 50%;"></td> </tr> </table>		OFFICE USE ONLY		Date Received	
OFFICE USE ONLY						
Date Received						
<p>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; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: x-small;">Name of Officer</p> <p style="font-size: x-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="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more?</p> <p style="margin-left: 40px;"><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>D. Describe each employment or business and family relationship with the local government officer named in this section.</p>						
<p>4</p> <p style="text-align: center; margin-left: 100px;">_____</p> <p style="text-align: center; font-size: x-small;">Signature of vendor doing business with the governmental entity</p> <p style="text-align: right; margin-right: 100px;">_____</p> <p style="text-align: right; font-size: x-small;">Date</p>						

Adopted 8/7/2015

REQUIRED FORM

Respondent:

Please complete this form and include with RFQ response submission.

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

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

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

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

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

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

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

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

1. **“Boycott Israel”** means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made ordinary business purposes; and

2. **“Company”** means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or an limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business association that exist to make a profit.

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

REQUIRED FORM
Respondent:
Please complete this form and include with RFQ response submission.

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
 Title: _____
 Date: _____

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

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

RESPONDENT'S CERTIFICATION

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

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

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

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

NAME OF BUSINESS

BY:

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

MAILING ADDRESS

CITY, STATE, ZIP CODE

() _____
TELEPHONE NUMBER

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

Notary Public

State of _____

My Commission Expires: _____

REQUIRED FORM
Respondent:
Please complete this form and include
with RFQ response submission.

ACCEPTANCE OF OFFER

The Offer is hereby accepted for the following items: Term Contract for Mowing for Jefferson County for Contract Term: One (1) year from date of award with an option to renew for four (4) additional years.

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

This contract shall henceforth be referred to as Contract No. IFB 23-065/MR, Term Contract for Mowing 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:

[Handwritten signature]

Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

Date

ATTEST:

[Handwritten signature]

Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS

3/5/2024

Date



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): 01 02 03

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

3rd Coast Companies, LLC For clarification of this offer, contact:
 Company Name

10566 Johnson Rd. Justin Vanover, Owner
 Address Name & Title

Beaumont TX 77705 913-884-7419 -
 City State Zip Phone Fax

J Sales@3rdcoastcompanies.com
 Signature of Person Authorized to Sign E-mail

Justin Vanover
 Printed Name

Owner
 Title

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

Preliminary Tabulation
 (IFB 23-065/MR) Term Contract for Mowing for Jefferson County
 Bid Opened Tuesday, December 6, 2023

Item	Description	FIDIS Logistics Solutions	Down South Logistics	Delgado Tractor Works	3rd Coast Companies, LLC	GP Evans Contractors	Affordable Lawn Services
1	Properties to be Mowed (Annual Rate)	\$74,232.60	\$27,000.00	\$25,226.00	\$21,450.00	\$63,085.00	\$21,000.00
	Equipment to be Used	(4) Husqvarna Z254 (54") 26 HP Kohler Zero Turn Mower (3) John Deere S100 42-in 17.5 HP Gas Riding Lawn Mower (4) EGO POWERLOAD 56-volt 15-in Split Battery String Trimmer 2.5	(1) 61" Ferris zero turn mower (1) 52" Gravely zero turn mower (1) 40 hp Massey Ferguson 231 tractor with push Hog (1) 40 hp Kubota Front end loader tractor with bush hog	(1) Kubota BT100 16 HP Tractor with 4ft Bad Boy Brush Hog (1) Kubota 60" cut Zero Turn Mower Stihl Weedeaters Chainsaw	(1) Zero Turn (1) 70 hp tractor (1) Track loader with cutter	(2) Bad Boy 61" Riding Mower (3) Echo Weed Eaters (1) Kubota Batwing Tractor	(1) Kubota Tractor with Brush Hog (1) Commercial lawn mower Commercial weed eater Backpack blower
2	Properties to be Cleared (Rate for clearing once)	\$25,693.01	\$45,000.00	\$60,058.00	\$18,409.35	\$165,000.00	\$29,900.00
	Method of Clearing and Equipment to be Used.	(4) EGO POWERLOAD 56-volt 15-in Split Battery String Trimmer 2.5 (3) John Deere S100 42-in 17.5 HP Gas Riding Lawn Mower (4) Husqvarna Z254 (54") 26 HP Kohler Zero Turn Mower	(1) 299 CAT XE with drum mulcher *Note* Land clearing w/burning \$60,000. TB-290 Excavator w/thumb and 299 CAT XE w/drum mulcher	(1) Kubota SVL Skid Steer Mulcher Chainsaws (1) Kubota L3902 36 HP Tractor with 6ft Brush Hog	(1) Track Loader with 5' cutter, Mini-ex w/thumb, Komatsu 31 dozer Shred to 3" cut ht. up to 2" diam. Growth. If needed dozer piles debris to either haul off or burn. *Note* Pile debris and burn in place price \$11,500. Remove debris off site in full price \$14,800.	*No tree work (1) Kubota Skid steer with Mulcher and (1) Kubota tractor with 15' mower. *Note* \$225,000 clean all areas, cut all trees and clear.	(1) CAT skidsteer with mulching head attachment (1) Kubota Tractor with Brush Hog & Front End Loader Commercial weed eater

Jefferson County makes no claim that this bid tabulation represents anything other than the information read aloud at the public opening. The County has not checked the bids for errors, or made any determinations that the solicitations meet all requirements. In the case of a discrepancy between information on this tabulation and the original hard-copy document, the original hard copy shall prevail.

FIDIS Logistics Solutions, LLC 3845 Cypress Creek Pkwy, Suite 210 Houston, TX 77014 Attn: Antonia Murphy (346) 306-8358 procurement@fidislogistics.com	Down South Logistics 1003 Mimosa Dr. Nederland, TX 77627 Attn: Dylon Drummond (409) 540-5926 dylonko@gmail.com	Delgado Tractor Works 2231 B Center St., PMB 171 Deer Park, TX 77536 Attn: Eric Delgado (281) 884-9448 delgadotractorworks@gmail.com	3rd Coast Companies, LLC 10566 Johnson Rd. Beaumont, TX 77705 Attn: Justin Vandover (713) 884-7419 sales@3rdcoastcompanies.com	GP Evans Contractors, LLC P.O. Box 1706 Winnie, TX 77665 Attn: Gina Evans (409) 201-1181 gpevanscontractors@yahoo.com	Affordable Lawn Services 9210 Terry St. Beaumont, TX 77707 Attn: David Bills (409) 554-3077 affordablelawnservicesetx@yahoo.com
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ACCEPTANCE OF OFFER

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

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

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

COUNTERSIGNED:

Jeff R. Branick, County Judge JEFFERSON COUNTY, TEXAS	Date
--	-------------

ATTEST:

Roxanne Acosta Hellberg, County Clerk JEFFERSON COUNTY, TEXAS	Date
--	-------------

**OFFER AND ACCEPTANCE FORM
OFFER TO CONTRACT**

To Jefferson County:

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

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

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

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

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

Patriot Airboat Corp

For clarification of this offer, contact:

Company Name

810 Edgewood St.

Address

Faron Floyd, President

Name & Title

Vidor, Texas 77662

City

State

Zip

409.422.0006

Phone

Fax

Faron Floyd

Signature of Person Authorized to Sign

faron@patrietairboats.com

E-mail

Faron Floyd

Printed Name

President

Title

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



JEFFERSON COUNTY PURCHASING DEPARTMENT
Deborah L. Clark, Purchasing Agent

1149 Pearl Street, First Floor, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

CONTRACT EXTENSION REQUEST

February 23, 2024

Rochester Armored Car Co., Inc.
Attention: Mr. William P. Shea
3937 Leavenworth Street
Omaha NE 68105

Re: (IFB 19-013/YS), Term Contract for Armored Car Service for Jefferson County

Dear Mr. Shea:

Please be advised the above-referenced contract for Jefferson County will expire on **March 27, 2024**. It is requested that your company extend your current contract for an additional 34 days, to expire April 30, 2024.

Please sign the acknowledgment below to indicate your agreement and return to our office by Wednesday, February 28, 2024. Jefferson County appreciates your cooperation with this extension.

Best regards,

Sincerely,

Deborah L. Clark
Purchasing Agent
Jefferson County, Texas

DC: mr

Price Extension Received and Accepted: 2/28/2024 _____
Date

Project Number: IFB 19-013/YS _____

Contractor: Rochester Armored Car Co., Inc. _____

Signature: B. S. _____

Print Name and Title: Bill Shea VP Strategic Accounts

ATTEST:

Roxanne Acosta Hellberg, County Clerk

JEFFERSON COUNTY, TEXAS

Jeff R. Branick, County Judge





11208 JOHN GALT BLVD
OMAHA, NE 68137-2364
(402) 593-0101

Rental Agreement

B.O. #: 2912

Covered Election: November 5, 2024

Estimated Delivery Date: October 2024

Phone Number: 409-835-8787

Fax Number: N/A

Customer Contact, Title: Laurie Leister

Customer Name: Jefferson County, Texas

Type of Rental Equip: NEW REFURBISHED

Rental Term: October 1, 2024 through November 30, 2024

Bill To:
Jefferson County, Texas
Laurie Leister
P.O. Box 1151
Beaumont, TX 77704

Ship To:
Jefferson County, Texas
Laurie Leister
7933 Viterbo Road
Beaumont, TX 77704

Item	Description	Qty	Price	Total
1	DS200 DS200 Poll Place Scanner and Tabulator: (Refurbished) Model DS200 Scanner with Internal Backup Battery, Paper Roll, and One (1) Standard 4GB Memory Device - Version 6.3.0.0	10	\$1,045.00	\$10,450.00
2	DS200 Soft-Sided Nylon Case	10	\$22.00	\$220.00
3	DS200 Standard 4GB Memory Device (Additional)	10	\$15.00	\$150.00
4	DS200 Equipment Installation	1	\$1,975.00	\$1,975.00
5	Shipping Roundtrips Shipping & Handling	1	\$3,500.00	\$3,500.00
Rental Order Total				\$ 16,295.00

Freight Billable: yes no

Matt Kunz
Regional Sales Manager

V.P. of Finance Date

[Signature]
Customer Signature 3-5-24
Date

Title



ATTEST [Signature]
DATE 3/5/2024

Payment Terms	<p>100% of Order Total due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of Corresponding ES&S Invoices.</p> <p>Invoices are due net 30 from Invoice date.</p> <p>Note 1: Any applicable state and local taxes are not included, and are the responsibility of Customer.</p> <p>A Rental Cancellation Fee of 10% of the Rental Order Total shall apply in the event the Customer does not provide written notification to ES&S of its intent to cancel an Election at least forty-five (45) days prior to the scheduled Election covered under this Agreement.</p>
Return of Rental Equipment	<p>ES&S shall provide the Customer with a Return Materials Authorization ("RMA") form which shall set forth all of the equipment and software to be returned upon the expiration or earlier termination of the Agreement. The Customer shall use this form when returning the equipment and software and label all boxes with the RMA number provided.</p> <p>Customer shall be responsible for packaging and readying the equipment and software for return to ES&S by utilizing the original boxes and packing materials to return the equipment and software to ES&S. In the event the Customer requires ES&S to provide new boxes and packing material for return of the equipment and software, such items will be invoiced to Customer separately and shall be due and payable upon receipt of ES&S' invoice by Customer.</p> <p>Customer is responsible for returning all equipment and other non-consumable items set forth above to ES&S upon the expiration or earlier termination of the Agreement. In the event the Customer fails to return any such equipment and/or non-consumable items upon the expiration or earlier termination of the Agreement, Customer shall pay ES&S at ES&S' then current rates for such equipment and/or non-consumable items which have not been returned to ES&S less any rental fees previously paid by Customer for such equipment and/or non-consumable items which have not been returned. ES&S shall invoice the Customer separately for any unreturned items and such invoice shall be due and payable upon receipt of ES&S' invoice by Customer.</p>

SEE GENERAL TERMS AND CONDITIONS

GENERAL TERMS

1. **Rental/License Terms.** Subject to the terms and conditions of this Agreement, ES&S agrees to rent and/or license, and Customer agrees to rent and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement during the Rental Term as defined in Section 10 below. The ES&S Firmware and ES&S Software are collectively referred to hereinafter as the "ES&S Software." The rental payment terms for the ES&S Equipment and ES&S Software are set forth on the front side of this Agreement. Title to the ES&S Equipment and ES&S Software shall, at all times, remain with ES&S. The consideration for ES&S' grant of the license during the Rental Term for the ES&S Firmware is included in the cost of the ES&S Equipment.

2. **Grant of Licenses.** Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software and related Documentation in the Jurisdiction during the Rental Term. The licenses allow such bona fide employees to use and copy the ES&S Software (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction during the Rental Term.

3. **Prohibited Uses.** Customer shall not take any of the following actions with respect to the ES&S Software or the Documentation:

a. Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software;

b. Cause or permit any use, display, loan, publication, transfer of possession, sublicensing or other dissemination of the ES&S Software or Documentation, in whole or in part, to or by any third party without ES&S' prior written consent; or

c. Cause or permit any change to be made to the ES&S Software without ES&S' prior written consent; or

d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.

4. **Term of Licenses.** The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software described in Section 2 and shall continue during the Rental Term. ES&S may terminate either license if Customer fails to pay the rental fees when due, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for ES&S Software or upon the expiration of the Rental Term, Customer shall immediately return such ES&S Software and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software and Documentation and certify in writing to ES&S that such destruction has occurred.

5. **Delivery, Risk of Loss.** The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delays in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment and ES&S Software shall pass to Customer when such items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment and ES&S Software and shall name ES&S as an additional insured hereunder and, at ES&S' request shall deliver written evidence thereof to ES&S. Customer shall not use the ES&S Equipment for any purpose other than those for which it was designed and shall not, without the prior written consent of ES&S, alter the ES&S Equipment or affix to or install on the ES&S Equipment any accessory, equipment or device which was not supplied to it by ES&S. Customer shall not move the ES&S Equipment from the place where it was originally installed, unless such ES&S Equipment is to be used at various polling places throughout the Jurisdiction, without ES&S' prior written consent. Customer shall make the ES&S Equipment and any records pertaining thereto available to ES&S during regular business hours for inspection. Customer will not, without the prior written consent of ES&S and subject to such conditions as ES&S may impose for its protection, affix any item of ES&S Equipment to any real property if, as a result thereof, such item of ES&S Equipment will become a fixture under applicable state law.

6. **Installation.** The front side of this Agreement specifies the items of ES&S Equipment or ES&S Software, if any, which ES&S' employees, agents, or authorized representatives ("Representatives") will install at Customer's designated site. Customer shall pay ES&S a fee for such installation services, as set forth on the front side of this Agreement. Customer will provide, at its own expense, a site adequate in space and design for installation and operation of the ES&S Equipment and ES&S Software. Customer shall be responsible for providing a site that is temperature and humidity controlled, has all necessary electric current outlets, circuits, and wiring for the ES&S Equipment and ES&S Software, and has electric current of sufficient quality and quantity to operate the ES&S Equipment and ES&S Software. ES&S may, but shall not be required to, inspect the site, and advise on its acceptability before any ES&S Equipment or ES&S Software is installed. Customer shall be responsible for installing all items of equipment or software not installed by ES&S, in accordance with the instructions furnished in the Documentation. ES&S shall have no liability for actual site preparation or for any costs, damages or claims arising out of the installation of any ES&S Equipment or ES&S Software by Customer.

7. Warranty.

a. **ES&S Equipment/ES&S Software.** ES&S warrants that during the Rental Term (the "Warranty Period"), it will repair or replace, at Customer's designated location or at ES&S' designated location, as determined by ES&S in its sole discretion, any component of the ES&S Equipment or ES&S Software which, while under normal use and service: (i) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including, but not limited to, headphones and headphone protective covers, printer cartridges or ribbons, paper, batteries, drums, toners, fusers, transfer belts, removable media storage devices, seals, keys, power supplies/cords, PC/MCIA, Smart, or CF cards or marking devices (collectively, the "Consumables"). ES&S may modify and make available additional Consumables as they may become available from time to time. Any repaired or replaced item of ES&S Equipment or ES&S Software shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Software will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect, (ii) the ES&S Equipment or ES&S Software to be repaired or replaced has not been repaired, changed, modified or altered except

as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Software to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, government acts or orders; epidemics, pandemics or outbreak of communicable disease; quarantines; national or regional emergencies, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (iv) Customer has installed and is using the most recent update provided to it by ES&S. This warranty is void for any units of equipment which: (i) have not been stored or operated in a temperature range according to their specifications, (ii) have been severely handled so as to cause mechanical damage to the unit, or (iii) have been operated or handled in a manner inconsistent with reasonable treatment of an electronic product.

b. **System.** ES&S warrants that the ES&S Equipment and ES&S Software will operate in conjunction with the third-party items during the Warranty Period, provided that the third-party items are performing in accordance with their own specifications and documentation in all material respects and are not defective in material or workmanship. In the event of a breach of this warranty, ES&S will repair or replace the item of ES&S Equipment or ES&S Software that is causing such breach to occur. Customer acknowledges that ES&S has merely purchased the third-party items for resale or rental to Customer, and that the proprietary and intellectual property rights to the third-party items are owned by parties other than ES&S ("Third Parties"). Customer further acknowledges that except for the rental payments to ES&S for the third-party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide Customer with copies of all documentation and warranties for the third-party items which are provided to ES&S.

c. **Exclusive Remedies/Disclaimer.** IN THE EVENT OF A BREACH OF SUBSECTION 7(a) or 7(b), ES&S' OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD-PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH RESPECT TO THE SYSTEM RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.

8. **Limitation of Liability.** Neither party shall be liable for any indirect, incidental, punitive, exemplary, special, or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software or services not provided by ES&S and used with the ES&S Equipment or ES&S Software; or (b) user errors, voter errors or problems encountered by any individual in voting that are not otherwise a result of the failure of ES&S to perform.

9. **Proprietary Rights.** Customer acknowledges and agrees as follows:

ES&S owns the ES&S Software, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design, and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.

10. **Rental Term.** The period during which Customer shall rent the ES&S Equipment and license the ES&S Software from ES&S shall be in effect from **August 13, 2024 through November 30, 2024**, unless earlier terminated pursuant to this Agreement (the "Rental Term").

11. **Termination.** The Rental Term shall terminate upon the first to occur of the following (i) a breach of any material provision herein which has not been cured by the breaching party within thirty (30) days after it receives written notice of the breach from the non-breaching party (except a breach as provided in (iii) below which will require no notice); (ii) either party's providing thirty (30) days' prior written notice to the other party hereto of its desire to terminate the Rental Term; or (iii) Customer's failure to make any rental payment due hereunder within sixty (60) days after it is due. In the event of a termination by the Customer in accordance with Section 11(i) above, Customer hereby agrees to promptly pay ES&S for all costs incurred and deliverables provided by ES&S through the effective date of such termination, including, but not limited to, any equipment and software delivered, shipping costs incurred, and services performed. No later than ten (10) calendar days following the termination of the Rental Term, Customer shall release the ES&S Equipment and ES&S Software to ES&S at its own expense and in the same operation, order, repair, condition, and appearance as when received, subject to normal wear and tear. In the event Customer fails to release the ES&S Equipment and ES&S Software to ES&S no later than ten (10) calendar days following the termination or expiration of the Rental Term, Customer shall pay to ES&S a late return charge in the amount of \$500.00 per calendar day until the ES&S Equipment and ES&S Software is returned to ES&S in accordance herewith.

12. Disputes.

a. **Payment of Undisputed Amounts.** In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due to ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.

b. **Remedies for Past Due Undisputed Payments.** If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.

13. **Assignment.** Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S to a successor who has asserted its intent to continue the business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

14. **Export.** Customer acknowledges that the laws and regulations of the United States may restrict the export of certain commodities and technical data of United States origin, including the Software, in any medium. Customer agrees that it shall not export the Software or the Documentation in any form without the appropriate United States and foreign government licenses.

15. **Certification.** By execution of this Agreement, ES&S represents and warrants that:

a) In accordance with Texas Government Code § 2270, ES&S does not boycott Israel currently and will not boycott Israel during the Rental Term of this Agreement; and

b) In accordance with Texas Government Code § 2252, that, at the time of the execution of this Agreement and for the duration of the Rental Term of this Agreement and any renewal terms, ES&S is not entered on the list prepared pursuant to Section 2252.152 of the Texas Government Code by the Texas State Comptroller of companies known to have contracts with or provide supplies or services to a foreign terrorist organization.

16. **Entire Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors, and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersede and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment, or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party shall constitute a consent to or waiver of any other different or subsequent breach by either party. This Agreement shall be governed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in Jefferson County, Texas in which the Customer resides. ES&S is providing equipment, software, and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(c), 8-11, 12(b), 13, 14 and 16 of these General Terms shall survive the termination of this Agreement, to the extent applicable.

Transfer Funds

Abriana Sampy <Abriana.Sampy@jeffcotx.us>

Tue 2/27/2024 9:36 AM

To:Rebekah Patin <Rebekah.Patin@jeffcotx.us>

Memo

To: Rebekah Patin (Jefferson County Auditors)
From: Abriana Sampy (Maintenance Secretary)
cc: Kenneth Shepherd (Maintenance Superintendent)
Date: 02/27/2024
Re: Transfer Funds

Please transfer \$3,000 from 120-6084-416.40-09 (Buildings and Grounds) to 120-6084-416.30- 84 (Minor Equipment) to place cameras to secure the perimeter of the Jefferson County Probation/ Health Department building.

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

**FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION**

**FOR THE YEAR ENDED
AUGUST 31, 2023**

WITH INDEPENDENT AUDITOR'S REPORT

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

YEAR ENDED AUGUST 31, 2023

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INDEPENDENT AUDITOR'S REPORT

Jefferson County Community
 Supervision and Corrections Department
 Jefferson County, Texas

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of Jefferson County Community Supervision and Corrections Department (CSCD), as of and for the year ended August 31, 2023, the combined statement of financial position, the combined statement of revenue, expenditures and changes in fund balance, the combining statement of revenues, expenditures and changes in fund balance – all diversion funds, the combining statement of revenues, expenditures and changes in fund balance – all community correction funds, the individual statements of revenues, expenditures and changes in fund balance – budget, actual and variance for the year then ended, and the related notes to the financial statements, which collectively comprise the CSCD's basic financial statements as listed in the table of contents.

Unmodified Opinion on Regulatory Basis of Accounting

In our opinion, the accompanying financial statements present fairly, in all material respects, the respective financial position of Jefferson County Community Supervision and Corrections Department, as of August 31, 2023, and the respective changes in financial position for the year then ended in accordance with the financial reporting provisions of the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD) as described in Note 1.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the CSCD and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
 NEW MEXICO | Albuquerque

Emphasis of Matter – Basis of Accounting

We draw attention to Note 1 of the financial statements, which describes the basis of accounting. The financial statements are prepared on the basis of accounting practices prescribed or permitted by the Texas Department of Criminal Justice – Community Justice Assistance Division (TDCJ-CJAD), which is a basis of accounting other than accounting principles generally accepted in the United States of America. Our opinions on the CSCD’s Regulatory Basis of Accounting are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

The CSCD’s management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting practices prescribed or permitted by TDCJ-CJAD to demonstrate compliance with TDCJ-CJAD’s regulatory basis of accounting. Management is also responsible for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Department’s ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor’s Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the CSCD’s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the CSCD’s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the CSCD's basic financial statements. The supplementary schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedules of Differences Between Audit Report and CSCD Reports as Submitted to TDCJ-CJAD are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole on the basis of accounting described in Note 1.

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated February 27, 2024, on our consideration of the CSCD's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the CSCD's internal control over financial reporting and compliance.

Restriction on Use

This report is intended solely for the information and use of the management of Jefferson County Community Supervision and Corrections Department, others within the organization, and the Texas Department of Criminal Justice - Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 27, 2024

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BASIC FINANCIAL STATEMENTS

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF FINANCIAL POSITION

AUGUST 31, 2023

	ASSETS			
	Basic Supervision	Community Corrections	Diversion Programs	Total
Cash and investments				
Bank balances	\$ 856,586	\$ 125,696	\$ 106,371	\$ 1,088,653
Change fund	<u>300</u>	<u>-</u>	<u>-</u>	<u>300</u>
Total Cash and Investments	<u>856,886</u>	<u>125,696</u>	<u>106,371</u>	<u>1,088,953</u>
Accounts Receivable				
Community supervision fees	129,447	-	-	129,447
Other	<u>49,862</u>	<u>-</u>	<u>2,682</u>	<u>52,544</u>
Total Accounts Receivable	<u>179,309</u>	<u>-</u>	<u>2,682</u>	<u>181,991</u>
Total Assets	<u>\$ 1,036,195</u>	<u>\$ 125,696</u>	<u>\$ 109,053</u>	<u>\$ 1,270,944</u>
	LIABILITIES AND FUND BALANCE			
Liabilities				
Accounts payable	\$ 265,545	\$ 125,696	\$ 109,053	\$ 500,294
Total Liabilities	<u>265,545</u>	<u>125,696</u>	<u>109,053</u>	<u>500,294</u>
Fund Balance	<u>770,650</u>	<u>-</u>	<u>-</u>	<u>770,650</u>
Total Liabilities and Fund Balance	<u>\$ 1,036,195</u>	<u>\$ 125,696</u>	<u>\$ 109,053</u>	<u>\$ 1,270,944</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINED STATEMENT OF REVENUE, EXPENDITURES
AND CHANGES IN FUND BALANCE

FOR THE YEAR ENDED AUGUST 31, 2023

	Basic Supervision	Community Corrections	Diversion Programs	Total
REVENUE				
State aid	\$ 1,381,166	\$ 525,631	\$ 586,418	\$ 2,493,215
Deobligation	-	-	(75,219)	(75,219)
Total State Aid Not Including SAFPF	<u>1,381,166</u>	<u>525,631</u>	<u>511,199</u>	<u>2,417,996</u>
State aid: SAFPF	54,005	-	-	54,005
Community supervision fees	1,650,438	-	-	1,650,438
Payments by program participants	553,706	-	44,126	597,832
Interest income	86,095	-	-	86,095
Other revenue	<u>66,249</u>	<u>-</u>	<u>-</u>	<u>66,249</u>
Total Revenue	<u>3,791,659</u>	<u>525,631</u>	<u>555,325</u>	<u>4,872,615</u>
EXPENDITURES				
Salaries and fringe benefits	3,730,090	464,778	559,864	4,754,732
Travel and furnished transportation	14,019	9,998	2,935	26,952
Contract services for offenders	300	-	-	300
Professional fees	126,854	6,407	4,165	137,426
Supplies and operating expenses	61,948	-	726	62,674
Utilities	4,607	-	-	4,607
Equipment	<u>-</u>	<u>2,894</u>	<u>1,560</u>	<u>4,454</u>
Total Expenditures	<u>3,937,818</u>	<u>484,077</u>	<u>569,250</u>	<u>4,991,145</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(146,159)	41,554	(13,925)	(118,530)
OTHER FINANCING SOURCES (USES)				
Basic interfund transfer	<u>(17,274)</u>	<u>-</u>	<u>17,274</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>(17,274)</u>	<u>-</u>	<u>17,274</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	934,083	49,746	69,737	1,053,566
Prior year refund	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
Adjusted Beginning Fund Balance	<u>934,083</u>	<u>49,746</u>	<u>69,737</u>	<u>1,053,566</u>
Refund to TDCJ-CJAD	<u>-</u>	<u>(91,300)</u>	<u>(73,086)</u>	<u>(164,386)</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 770,650</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 770,650</u>

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
ALL COMMUNITY CORRECTIONS FUNDS

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>CC Program CSR</u>	<u>CC Program High Need</u>	<u>Total</u>
REVENUE			
State aid	\$ 389,278	\$ 136,353	\$ 525,631
Total Revenue	<u>389,278</u>	<u>136,353</u>	<u>525,631</u>
EXPENDITURES			
Salaries and fringe benefits	354,729	110,049	464,778
Travel and furnished transportation	5,941	4,057	9,998
Professional fees	4,944	1,463	6,407
Equipment	2,894	-	2,894
Total Expenditures	<u>368,508</u>	<u>115,569</u>	<u>484,077</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	20,770	20,784	41,554
PRIOR YEAR ENDING FUND BALANCE	40,457	9,289	49,746
Refund Due to TDCJ-CJAD	<u>(61,227)</u>	<u>(30,073)</u>	<u>(91,300)</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
ALL DIVERSION FUNDS

FOR THE YEAR ENDED AUGUST 31, 2023

	Intervention & Pre-Trial	Mental Health	Total
REVENUE			
State aid	\$ 446,254	\$ 140,164	\$ 586,418
Deobligation	<u>(48,996)</u>	<u>(26,223)</u>	<u>(75,219)</u>
Total State Aid	<u>397,258</u>	<u>113,941</u>	<u>511,199</u>
Payments by program participants	<u>44,126</u>	<u>-</u>	<u>44,126</u>
Total Revenue	<u>441,384</u>	<u>113,941</u>	<u>555,325</u>
EXPENDITURES			
Salaries and fringe benefits	439,017	120,847	559,864
Travel and furnished transportation	2,629	306	2,935
Professional fees	3,310	855	4,165
Supplies and operating expenses	726	-	726
Equipment	<u>1,560</u>	<u>-</u>	<u>1,560</u>
Total Expenditures	<u>447,242</u>	<u>122,008</u>	<u>569,250</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(5,858)	(8,067)	(13,925)
OTHER FINANCING SOURCES (USES)			
Basic interfund transfer	<u>13,435</u>	<u>3,839</u>	<u>17,274</u>
Total Other Financing Sources (Uses)	<u>13,435</u>	<u>3,839</u>	<u>17,274</u>
PRIOR YEAR ENDING FUND BALANCE	45,877	23,860	69,737
Refund Due to TDCJ-CJAD	<u>(53,454)</u>	<u>(19,632)</u>	<u>(73,086)</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 1,381,164	\$ 1,381,166	\$ 2
State aid: SAFPF	35,000	54,005	19,005
Community supervision fees collected	1,800,000	1,650,438	(149,562)
Payments by program participants	463,100	553,706	90,606
Interest income	5,000	86,095	81,095
Carry over from previous FY (prior year ending fund balance)	934,083	934,083	-
Other revenue	34,500	66,249	31,749
Basic supervision interfund transfer	<u>(17,274)</u>	<u>(17,274)</u>	-
Total Revenue	<u>4,635,573</u>	<u>4,708,468</u>	<u>72,895</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	4,074,711	3,730,090	344,621
Travel and furnished transportation	25,000	14,019	10,981
Contract services for offenders	4,000	300	3,700
Professional fees	138,739	126,854	11,885
Supplies and operating expenses	387,133	61,948	325,185
Utilities	<u>5,990</u>	<u>4,607</u>	<u>1,383</u>
Total Expenditures	<u>4,635,573</u>	<u>3,937,818</u>	<u>697,755</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>770,650</u>	770,650
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ 770,650</u>	

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

COMMUNITY CORRECTIONS PROGRAM
CSR

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 389,278	\$ 389,278	\$ -
Carry over from Previous FY (Prior Year Ending Fund Balance)	<u>40,457</u>	<u>40,457</u>	<u>-</u>
Total Revenue	<u>429,735</u>	<u>429,735</u>	<u>-</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	366,374	354,729	11,645
Travel and furnished transportation	9,750	5,941	3,809
Professional fees	5,420	4,944	476
Supplies and operating expenses	41,217	-	41,217
Equipment	<u>6,974</u>	<u>2,894</u>	<u>4,080</u>
Total Expenditures	<u>429,735</u>	<u>368,508</u>	<u>61,227</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>61,227</u>	61,227
Refund to CJAD - actuals		<u>(61,227)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

COMMUNITY CORRECTIONS PROGRAM
HIGH NEED

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 136,353	\$ 136,353	\$ -
Carry over from Previous FY (Prior Year Ending Fund Balance)	<u>9,289</u>	<u>9,289</u>	<u>-</u>
Total Revenue	<u>145,642</u>	<u>145,642</u>	<u>-</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	127,940	110,049	17,891
Travel and furnished transportation	7,000	4,057	2,943
Professional fees	2,024	1,463	561
Supplies and operating expenses	<u>8,678</u>	<u>-</u>	<u>8,678</u>
Total Expenditures	<u>145,642</u>	<u>115,569</u>	<u>30,073</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>30,073</u>	30,073
Refund to CJAD - actuals		<u>(30,073)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES AND CHANGES
IN FUND BALANCE - BUDGET, ACTUAL AND VARIANCE

DIVERSION PROGRAM
INTERVENTION AND PRE-TRIAL DIVERSION

FOR THE YEAR ENDED AUGUST 31, 2023

	Budget	Actual	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 397,258	\$ 446,254	\$ 48,996
Payments by program participants	58,500	44,126	(14,374)
Carry over from Previous FY (Prior Year Ending Fund Balance)	45,877	45,877	
Basic supervision interfund transfer	<u>13,435</u>	<u>13,435</u>	<u>-</u>
Total Revenue	<u>515,070</u>	<u>549,692</u>	<u>34,622</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	484,114	439,017	45,097
Travel and furnished transportation	13,000	2,629	10,371
Professional fees	4,480	3,310	1,170
Supplies and operating expenses	10,876	726	10,150
Equipment	<u>2,600</u>	<u>1,560</u>	<u>1,040</u>
Total Expenditures	<u>515,070</u>	<u>447,242</u>	<u>67,828</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	<u>102,450</u>	102,450
OTHER FINANCING SOURCES (USES) ACTUALS			
Deobligation - Actuals		<u>(48,996)</u>	
Total Other Financing Sources (Uses)			
Refund to CJAD - actuals		<u>(53,454)</u>	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

The accompanying notes are an integral part of these financial statements.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

INDIVIDUAL STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE - BUDGET, ACTUAL, AND VARIANCE

DIVERSION PROGRAM
MENTAL HEALTH

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Budget</u>	<u>Actual</u>	Variance Favorable (Unfavorable)
TYPE OF REVENUE			
Requested TDCJ-CJAD funding (state aid)	\$ 113,941	\$ 140,164	\$ 26,223
Carry over from Previous FY (Prior Year Ending Fund Balance)	23,860	23,860	-
Basic supervision interfund transfer	<u>3,839</u>	<u>3,839</u>	<u>-</u>
Total Revenue	<u>141,640</u>	<u>167,863</u>	<u>26,223</u>
TYPE OF EXPENDITURES			
Salaries and fringe benefits	129,394	120,847	8,547
Travel and furnished transportation	6,250	306	5,944
Professional fees	2,855	855	2,000
Supplies and operating expenses	<u>3,141</u>	<u>-</u>	<u>3,141</u>
Total Expenditures	<u>141,640</u>	<u>122,008</u>	<u>19,632</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	-	45,855	45,855
OTHER FINANCING SOURCES (USES) ACTUALS			
Deobligation - actuals		<u>(26,223)</u>	
Total Other Financing Sources (Uses)		<u>(26,223)</u>	
Refund to CJAD - actuals		(19,632)	
AUDITED YEAR ENDING FUND BALANCE - ACTUALS		<u>\$ -</u>	

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

NOTES TO FINANCIAL STATEMENTS

FOR THE YEAR ENDED AUGUST 31, 2023

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements include the revenue of the Jefferson County Community Supervision and Corrections Department (CSCD) related to the receipt of funds administered by the TDCJ-CJAD from state appropriations for the Basic Supervision Fund, Community Corrections funds, Diversion Program Grant Funds, local fees collected for the use of the CSCD, and the expenditures of those funds.

The Jefferson County Community Supervision and Corrections Department, a special purpose district of State government, was organized to provide certain adult probation services to judicial districts.

Basis of Accounting

Since the Department receives funding from state government, it must comply with the requirements of the State. Therefore, the financial statements were prepared using the basis of accounting prescribed by the TDCJ-CJAD, a comprehensive basis of accounting other than accounting principles generally accepted in the United States of America.

Basis of accounting refers to the time at which revenues and expenditures are recognized in the accounts and reported in the statements. The accounts of Jefferson County CSCD are organized based on fund accounting, each of which is considered a separate accounting entity. The operations of each fund are accounted for with a separate set of self-balancing accounts that comprise its assets, liabilities, fund balance, revenues, and expenditures. Resources are allocated to and accounted for in a fund based upon the source of the funds and the purposes for which they may be spent and the means by which the spending activities are controlled for the specific activities in accordance with laws, regulations, or other restrictions. Revenues and expenditures are accounted for using the cash basis of accounting until the last quarter when the modified accrual basis of accounting must be used.

The modified accrual basis of accounting is followed in that revenues are recorded when susceptible to accrual; i.e., earned, measurable and available. Available means collectible within the current period or soon enough thereafter to be used to pay liabilities for the current period. Revenues received by October 31 for financial activity performed by August 31 are considered available. Also purchases for which the commitment has been established by August 31 are considered liabilities regardless of whether possession of these goods has been received by August 31 provided that the liability purchase is received and is paid for by October 31. Exception to this method of accounting is the recording of refunds to the State as reductions of Fund Balance.

Funds of the Jefferson County CSCD are grouped into the agency fund type for the purpose of operation on the Jefferson County, Texas accounting system. Accounting agency funds are accounts established for deposit and disbursement of funds which are not controlled through the Jefferson County, Texas budget process and are held in purely a custodial capacity.

Budgets (Accounting and Legal Compliance)

Pursuant to Government Code, Section 76.004 and 76.002, the budgets governing the funding to the programs are prepared biennially, then approved by the district judges and the criminal court-at-law judges with jurisdiction over the department and by the TDCJ-CJAD.

Only budget adjustment requests, at year end, received by November 30, will be reviewed and approved/disapproved by TDCJ-CJAD. TDCJ-CJAD will not accept any budget adjustments after November 30 for the previous fiscal year. Only budget adjustments approved by TDCJ-CJAD are referred to in performing the financial audit.

2. PRIOR PERIOD ADJUSTMENTS

The Department did not have any prior period adjustments during fiscal year 2023.

3. REFUNDS

The Department issued biennium refunds on November 13, 2023 for the following programs:

Program	Dollar Amount
Community Corrections Program - High Need	\$ 30,073
Community Corrections Program - CSR	61,227
Diversion Program - Intervention & Pre-Trial Diversion	53,454
Diversion Program - Mental Health	19,632

4. BUDGET VARIANCES

The Department had no unfavorable variances that exceeded 15% of the last TDCJ-CJAD approved budget for any program.

5. CASH, COLLECTIONS, CHANGE FUND, PETTY CASH AND INVESTMENTS

Collection or clearing accounts are trust funds and must be covered by pledged collateral to cover the estimated highest daily balance of funds operated in conjunction with or through the county depository by the CSCD.

During the fiscal year audited: The CSCD's state aid and net funds (revenues) received were deposited and held, and collection accounts' remaining net funds (revenues) were transferred into a special fund of the county treasury, on or before the next regular business day, or on or before the fifth business day after the day on which the money was received. All the CSCD's state aid and net funds (revenues) received were held, deposited, disbursed, invested, and otherwise cared for by the County on behalf of the CSCD as the CSCD directed (Government Code 509.011(c) and Local Government Code 113.022 and 140.003 (f)).

CSCD employees who have access to public funds are covered by a surety bond, which also covers those employees who maintain and administer change funds and/or petty cash.

The CSCD maintains a change fund totaling \$300, consisting of \$150 at the CSCD's office in Beaumont, Texas, and \$150 at the CSCD's office in Port Arthur, Texas. A change fund is not considered a petty cash fund and it is used strictly for making change in connection with collections that are due and payable to the CSCD.

The CSCD had no petty cash at August 31, 2023.

Idle funds are invested only within the depository of the County in a manner that protects the integrity of the principal and guarantees no loss of principal to the CSCD.

6. FUNDS COLLECTED BY THE CSCD FROM SOURCES OTHER THAN TDCJ-CJAD WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS

The Department utilized the following funds collected from sources other than TDCJ-CJAD which are required to be reported for the year ended August 31, 2023:

Source	Amount Received	Restrictions for Use	Expended in Accordance with Restrictions
Community Supervision Fees Collected	\$ 1,650,438	Texas Code of Criminal Procedure Art. 42A.652 (a); FMM for TDCJ-CJAD Funding restrictions	Yes
<u>Payments by Program</u>			
<u>Participants:</u>			
Alcohol/Drug Education Program	\$ 9,277	FMM for TDCJ-CJAD Funding restrictions	Yes
DWI Class	13,014	FMM for TDCJ-CJAD Funding restrictions	Yes
Assessment Fees	11,208	FMM for TDCJ-CJAD Funding restrictions	Yes
DWI Intervention Fees	15,167	FMM for TDCJ-CJAD Funding restrictions	Yes
MRT Fee	3,760	FMM for TDCJ-CJAD Funding restrictions	Yes
Theft Class	(100)	FMM for TDCJ-CJAD Funding restrictions	Yes
UA Fees	311,634	FMM for TDCJ-CJAD Funding restrictions	Yes
Unclaimed Restitution	48	FMM for TDCJ-CJAD Funding restrictions	Yes
Sex Offender Fees	1,374	FMM for TDCJ-CJAD Funding restrictions	Yes
PSI Fees	185,974	FMM for TDCJ-CJAD Funding restrictions	Yes
Batterer's Treatment Program (Pretrial Intervention Program Related Fees)	2,350	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
Drop Program Fee (Pretrial Intervention Program Related Fees)	1,626	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
Drug Diversion Fee (Pretrial Intervention Program Related Fees)	42,500	Texas Code of Criminal Procedure Chapter 102.012; FMM for TDCJ-CJAD Funding restrictions.	Yes
Total Payments by Program Participants:	\$ 597,832	Government Code, Sec. 76.015; Sec. 19, Art. 42.12 Code of Criminal Procedures; FMM for TDCJ-CJAD Funding restrictions.	
Interest Income	\$ 86,095	FMM for TDCJ-CJAD Funding restrictions	Yes
<u>Other Revenue:</u>			
Transaction Administrative \$2 Fees	\$ 47,014	Code of Criminal Procedure Art. 102.072; FMM for TDCJ-CJAD Funding restrictions	Yes
Admin Fee Application	14,465	FMM for TDCJ-CJAD Funding restrictions	Yes
Food Stamp Prosecution	4,520	FMM for TDCJ-CJAD Funding restrictions	Yes
Miscellaneous Repayments	250	FMM for TDCJ-CJAD Funding restrictions	Yes
Total Other Revenue:	\$ 66,249		

Locally generated revenues are expended in accordance with the Financial Management Manual for TDCJ-CJAD Funding, TDCJ-CJAD Funding and Fiscal Management Updates, TDCJ-CJAD Standards, TDCJ-CJAD Field Correspondence, TDCJ-CJAD Policy Statements, Standard and Special Grant Conditions, and applicable laws.

7. COMMITMENTS AND CONTINGENCIES

The department had no commitments or contingencies that require disclosure.

8. SUBSEQUENT EVENTS

The department had no subsequent events that require disclosure.

SUPPLEMENTARY SCHEDULES

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

BASIC SUPERVISION

FOR THE YEAR ENDED AUGUST 31, 2023

	Actual	Per CSCD Quarterly Report	Difference
REVENUE			
State aid	\$ 1,381,166	\$ 1,381,166	\$ -
State aid: SAFPF payments	54,005	54,005	-
Community supervision fees	1,650,438	1,650,438	-
Payments by program participants	553,706	553,706	-
Interest income	86,095	86,095	-
Other revenue	66,249	66,249	-
Total Revenue	<u>3,791,659</u>	<u>3,791,659</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	3,730,090	3,730,090	-
Travel and furnished transportation	14,019	14,019	-
Contract services for offenders	300	300	-
Professional fees	126,854	126,854	-
Supplies and operating expenses	61,948	60,016	1,932
Utilities	4,607	4,607	-
Equipment	-	1,932	(1,932)
Total Expenditures	<u>3,937,818</u>	<u>3,937,818</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(146,159)	(146,159)	-
OTHER FINANCING SOURCES (USES)			
Basic supervision interfund transfer	<u>(17,274)</u>	<u>(17,274)</u>	-
Total Other Financing Sources (Uses)	<u>(17,274)</u>	<u>(17,274)</u>	-
PRIOR YEAR ENDING FUND BALANCE	<u>934,083</u>	<u>934,083</u>	-
AUDITED YEAR ENDING FUND BALANCE	<u>\$ 770,650</u>	<u>\$ 770,650</u>	<u>\$ -</u>

* Supplies and Operating Expenses were included with Equipment on the quarterly financial reports, thus there is a difference between actual and the amount reported.

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

COMMUNITY CORRECTIONS PROGRAM
CSR

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 389,278	\$ 389,278	\$ -
Total Revenue	<u>389,278</u>	<u>389,278</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	354,729	354,729	-
Travel and furnished transportation	5,941	5,941	-
Professional fees	4,944	4,944	-
Equipment	<u>2,894</u>	<u>2,894</u>	<u>-</u>
Total Expenditures	<u>368,508</u>	<u>368,508</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	20,770	20,770	-
PRIOR YEAR ENDING FUND BALANCE	40,457	40,457	-
	<u>(61,227)</u>	<u>(61,227)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

COMMUNITY CORRECTIONS PROGRAM
HIGH NEED

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 136,353	\$ 136,353	\$ -
Total Revenue	<u>136,353</u>	<u>136,353</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	110,049	110,049	-
Travel and furnished transportation	4,057	4,057	-
Professional fees	1,463	1,463	-
Total Expenditures	<u>115,569</u>	<u>115,569</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	20,784	20,784	-
PRIOR YEAR ENDING FUND BALANCE	9,289	9,289	-
Refund Due to TDCJ-CJAD	<u>(30,073)</u>	<u>(30,073)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION PROGRAM
INTERVENTION AND PRE-TRIAL DIVERSION

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 446,254	\$ 446,254	\$ -
Deobligation	(48,996)	(48,996)	-
Total State Aid	<u>397,258</u>	<u>397,258</u>	-
Payments by program participants	<u>44,126</u>	<u>44,126</u>	-
Total Revenue	<u>441,384</u>	<u>441,384</u>	-
EXPENDITURES			
Salaries and fringe benefits	439,017	439,017	-
Travel and furnished transportation	2,629	2,629	-
Professional fees	3,310	3,310	-
Supplies and operating expenses	726	726	-
Equipment	<u>1,560</u>	<u>1,560</u>	-
Total Expenditures	<u>447,242</u>	<u>447,242</u>	-
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	<u>(5,858)</u>	<u>(5,858)</u>	-
OTHER FINANCING SOURCES (USES)			
Basic interfund transfer	<u>13,435</u>	<u>13,435</u>	-
Total Other Financing Sources (Uses)	<u>13,435</u>	<u>13,435</u>	-
PRIOR YEAR ENDING FUND BALANCE	45,877	45,877	-
Refund Due to TDCJ-CJAD	<u>(53,454)</u>	<u>(53,454)</u>	-
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**JEFFERSON COUNTY COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF DIFFERENCES BETWEEN
AUDIT REPORT AND CSCD REPORTS AS SUBMITTED TO TDCJ-CJAD

DIVERSION PROGRAM
MENTAL HEALTH

FOR THE YEAR ENDED AUGUST 31, 2023

	<u>Actual</u>	<u>Per CSCD Quarterly Report</u>	<u>Difference</u>
REVENUE			
State aid	\$ 140,164	\$ 140,164	\$ -
Deobligation	(26,223)	(26,223)	-
Total Revenue	<u>113,941</u>	<u>113,941</u>	<u>-</u>
EXPENDITURES			
Salaries and fringe benefits	120,847	120,847	-
Travel and furnished transportation	306	306	-
Professional fees	855	855	-
Total Expenditures	<u>122,008</u>	<u>122,008</u>	<u>-</u>
EXCESS OF REVENUE OVER (UNDER) EXPENDITURES	(8,067)	(8,067)	-
OTHER FINANCING SOURCES (USES)			
Basic interfund transfer	<u>3,839</u>	<u>3,839</u>	<u>-</u>
Total Other Financing Sources (Uses)	<u>3,839</u>	<u>3,839</u>	<u>-</u>
PRIOR YEAR ENDING FUND BALANCE	<u>23,860</u>	<u>23,860</u>	<u>-</u>
Refund Due to TDCJ-CJAD	<u>(19,632)</u>	<u>(19,632)</u>	<u>-</u>
AUDITED YEAR ENDING FUND BALANCE	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

COMPLIANCE SECTION

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

Jefferson County Community
 Supervision and Corrections Department
 Jefferson County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to the financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the Jefferson County Community Supervision and Corrections Department (CSCD) as of and for the year ended August 31, 2023, and the related notes to the financial statements, which collectively comprise Jefferson County Community Supervision and Corrections Department's basic financial statements, and have issued our report thereon dated February 27, 2024.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Jefferson County CSCD's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Jefferson County CSCD's internal control. Accordingly, we do not express an opinion on the effectiveness of Jefferson County CSCD's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs as Item 2023-001 that we consider to be a significant deficiency.

OFFICE LOCATIONS

TEXAS | Waco | Temple | Hillsboro | Houston
 NEW MEXICO | Albuquerque

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Jefferson County CSCD's financial statements are free of material misstatement, we performed tests of its compliance with certain provision of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under Government Auditing Standards and which is described in the accompanying schedule of findings and questioned costs as Item 2023-001.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

This report is intended solely for the information and use of the Jefferson County CSCD, others within the organization, and the Texas Department of Criminal Justice – Community Justice Assistance Division and is not intended to be and should not be used by anyone other than these specified parties.

Pattillo, Brown & Hill, L.L.P.

Waco, Texas
February 27, 2024

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

FOR THE YEAR ENDED AUGUST 31, 2023

FINDING NO. 2023-001 (Non-Compliance)

Relevant Compliance Checklist Questions

- #378 – Schedule of Differences
- #38 – Instance of Deficiencies in Internal Control
- #39 – Instances of Non-Compliance

Criteria

The Financial Management Manual for TDCJ-CJAD Funding requires the proper reporting of all funds and transactions of the department.

Reportable Condition

The department did not follow guidelines as outlined in the *Financial Management Manual*, and the fiscal officer failed to properly classify and report certain transactions of the department.

Cause

The Jefferson County Community Supervision and Corrections Department has not established procedures that will correctly classify transactions made by the department. Supplies and Operating expenditures were misreported as Equipment, rather than Supplies and Operating expenditures. The department should review reporting procedures in the *Financial Management Manual*.

Effect or Potential Effect

In the TDCJ-CJAD quarterly reports the Equipment line item was overstated and the Supplies and Operating Expenses line item was understated by \$1,932.

There are no questioned costs associated with this finding.

Recommendation

It is recommended that the CSCD Director and fiscal officer review reporting procedures in the *Financial Management Manual for TDCJ-CJAD Funding* and develop methods to ensure transactions are properly reported on the quarterly reports.

Statement of Corrective Action Taken

The fiscal officer and the CSCD director have reviewed accounting and reporting procedures in the *Financial Management Manual* and will ensure all expenditures are reported on the correct line item in future quarterly reports beginning in fiscal year 2024.

**JEFFERSON COUNTY
COMMUNITY SUPERVISION
AND CORRECTIONS DEPARTMENT**

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE PRIOR YEAR ENDED AUGUST 31, 2022

None.

XIII. TDCJ-CJAD INDEPENDENT AUDIT COMPLIANCE CHECKLIST

*The Compliance Checklist FORMAT AND CONTENT are **NOT TO BE ATLTERED**.*

Indicate whether these compliance requirements have been met by answering "YES," "NO," or "N/A" (Not Applicable). If "N/A" is blocked out, then answers must be either "YES" or "NO". *Contact your Fiscal Auditor if you have any questions.*

YES NO N/A

FINANCIAL POLICIES AND PROCEDURES (Questions 1-4)

An explanation is required to be reported in the Notes to the Financial Statements or in the Schedule of Findings and Questioned Costs if questions 1- 4 are answered NO.

Duties of the Fiscal Officer, FMM Fiscal Officer, Texas Government Code, Section 76.004 (Question 1)

Texas Government Code, Section 76.004, effective September 1, 2001 allows the judge(s) as described by Government Code section 76.002 the option to appoint a fiscal officer, other than the county auditor, to be responsible for the following: Managing and protecting funds, fees, state aid, and receipts to the same extent that a county auditor manages county funds and funds of other local entities; Ensuring that financial transactions of the department are lawful and allowable; and Prescribing accounting procedures for the department.

1. YES Did the fiscal officer follow the applicable laws, guidelines, and duties as specified on Fiscal Officer section of the Financial Management Manual for TDCJ-CJAD Funding?

Credit (Procurement) Cards, FMM Internal Controls, Separation of Duties, Credit Cards, (Question 2)

CSCDs may obtain a credit card in the CSCD's name for official use only. Charges to the CSCD credit card for personal items shall not be allowed, even if promptly reimbursed. If a credit card is maintained by the CSCD for official expenditures, the CSCD shall maintain a written policy regarding credit card use by employees.

2. N/A If the CSCD has a credit (procurement) card for official CSCD use, does the CSCD have a written policy regarding credit card use by employees and is the CSCD following the policy?

Equipment, FMM Disposal of Surplus Property / Allowable and Unallowable Expenditures, Equipment, (Question 3)

Equipment items purchased valued at \$1,000 or more and has a useful life of more than three years must be tagged and included on an inventory list. Inventory tags indicating CSCD ownership must be placed on all equipment purchased with CSCD funds. Periodic inventory testing must be performed by the CSCD, and an updated annual inventory kept on file for auditing purposes.

3. YES Was equipment physically inventoried and adequately supported with an inventory form?

Cash Matching for Grants; FMM Grants, Donations, Fees (Question 4)

With prior TDCJ-CJAD approval, CSCDs may use Basic Supervision, CC, DP, or TAIP funds as required cash matching for grants from other governmental agencies, non-profit organizations, or private foundations, etc., for the purpose of expanding an existing program (CC, DP, or TAIP cash matching) or for funding an accepted Strategic Plan program (Basic Supervision or CC cash matching). All expenditures from the CSCD's matching funds shall be in accordance with the Financial Management Manual for TDCJ-CJAD Funding (see the Allowable and Unallowable Expenditures section of this manual).

4. N/A Was cash matching properly authorized, budgeted, and expended?

YES NO N/A

FINANCIAL STATEMENTS (Questions 5-11)

An explanation is required in the corresponding note of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 5, 7, 9, and 11 are answered NO. All sources identified in questions 6, 8, & 10-11 are required to be reported on their designated line item of the audited financial statements and in their corresponding note. See note for further instructions.

5. YES Were expenditures and revenues supported by adequate documentation?

Interfund Transfers; FMM Financial Reports, Additional Reporting Requirements (Questions 6-7)

CSCDs cannot end a fiscal year with a negative fund balance in any program. Any negative fund balances in CC, DP, or TAIP must be covered by an interfund transfer from Basic Supervision.

Basic Supervision can transfer funds to CC, DP, and TAIP. CC can transfer funds to DP and TAIP. Basic Supervision cannot receive funds from any programs unless those programs are returning funds they received from Basic earlier in the fiscal year. Transfers from DP and TAIP can only go to CC if returning funds received from CC earlier in the fiscal year. Transfers between CCs are not allowed; they should be done by increasing/decreasing state aid. Apart from returning unused funds, transfers cannot come from DP (even to/from another DP program) unless approved by the TDCJ-CJAD Division Director.

6. YES Did the CSCD have any interfund transfers and/or DP fund transfers in the fiscal year audited?

7. YES If any, were all interfund transfers and/or DP fund transfers noted during the audit allowable?

Deobligations, Government Code, Chapter 509, Section 509.011 (h), FMM Deobligations (Questions 8-9)

Government Code, Chapter 509, Section 509.011 (h), allows CSCDs to deobligate any unencumbered state funds held by the department during a fiscal year (Basic Supervision, CC, DP, and TAIP). Deobligations are a reduction to state aid for funds that are in excess of the amount needed to operate the programs for the remainder of the year and are not to be reported as a refund.

8. YES In the fiscal year audited, did any deobligation of funds occur because of an excess of funds allocated to programs?

9. YES Were the appropriate budget adjustments made for any reallocated funds?

Budget Variances, FMM Budgets (Question 10)

All budget variances identified in the budget variance statements are to be reported in the Budget Variances note of the notes to the financial statements, see note for further instructions. If any budget variances in excess of the 15% rule, they are required to be reported in the Schedule of Findings and Questioned Costs.

Expenditure line-item differences over 15% of the last TDCJ-CJAD approved budget within each individual program for the fiscal year audited.

10. NO Were any unfavorable budget variances in excess of the 15% rule identified in the Individual Statement of Revenues, Actual, and Variance for the fiscal year audited?

Prior Period Adjustments, FMM Financial Reports, Additional Reporting Requirements (Question 11)

Adjustment to beginning fund balance because of corrections and/or reporting adjustments to the general ledger of prior fiscal years, **not prior quarters of the current fiscal year**. This amount does not include prior-year refunds.

YES NO N/A

11. N/A If the CSCD had any **prior period adjustments** resulting from accounting corrections or reporting adjustments to the general ledger for the prior fiscal year(s), were they properly reported as prior period adjustments on the quarterly financial report in the corresponding quarter during which they were identified?

BASIS OF ACCOUNTING (Questions 12-14)

An explanation is required in the Basis of Accounting portion of the Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if questions 12-14 are answered NO.

Basis of Accounting Requirements, FMM Fiscal Officer, Duties of the Fiscal Officer and Financial Reports
(Questions 12-14)

FMM, Fiscal Officer, Duties of the Fiscal Officers: Managing and protecting funds, fees, state aid, and other receipts of money. Each program is to be maintained utilizing a separate self-balancing set of financial books and accounting records in accordance with proper fund accounting.

FMM Financial Reports, Basis of Accounting: Although CSCDs are encouraged to use the modified accrual basis of accounting for each quarter, the first, second, and third quarter reports may be prepared on the cash basis method of accounting. The fourth quarter report, which closes out the fiscal year, must be prepared on the modified accrual basis of accounting.

For the CSCD to report an accrual, as of August 31st on the fourth quarter report, TDCJ-CJAD requires that the expenditures be paid, and the item received by October 31st.

12. YES Was separate accountability maintained for TDCJ-CJAD funds, i.e., fund accounting of self-balancing funds?
13. YES Was the modified accrual basis of accounting used in preparing the fourth quarter reports for submission to TDCJ-CJAD?
14. YES Were proper cutoff procedures observed at the end of each fiscal period? *The cutoff date for revenues recognition and expenditures payments of the fiscal year audited is **October 31st**, of the fiscal year audited.*

FUNDS COLLECTED FROM NON TDCJ-CJAD SOURCES WHICH ARE REQUIRED TO BE REPORTED ON THE TDCJ-CJAD QUARTERLY FINANCIAL REPORTS (Questions 15-24)

An explanation is required in the Funds Collected from Non TDCJ-CJAD Sources Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements and in the Schedule of Findings and Questioned Costs, if questions 15-16, or 24, are answered NO or 18-19, or 22-23 answered YES.

*If any of the fees identified in questions 17, 20, and 21 were collected, they **are required** to be reported in the Funds Collected from Sources Other Than TDCJ-CJAD Which are Required to be Reported on the TDCJ-CJAD Quarterly Financial Reports note of the Notes to Financial Statements.*

15. YES Were TDCJ-CJAD funds and locally generated revenues expended in accordance with the Financial Management Manual for TDCJ-CJAD funding (FMM), TDCJ-CJAD Standards, Special Grant Conditions, and applicable laws?

16. YES Were locally generated funds, and other collections, documented with a proper receipt system, and can they be traced to probationers' accounts, bank deposits, and statements?

Administrative Fees, Texas Government Code Section 76.015c, FMM Statutory Requirements (Questions 17-19)

Government Code Chapter 76 Community Supervision and Corrections Departments Section 76.015c states: A department may assess a reasonable administrative fee of not less than \$25 and not more than \$60 per month on an individual who participates in a program operated by the department or receives services from the department and who is not paying a monthly fee under Article 42A.652, Code of Criminal Procedure (i.e. Community Supervision Fees).

YES NO N/A

17. NO Did the CSCD collect any **administrative fees of \$25-\$60** from **offender and/or non-offender individuals** who either participate in a TDCJ-CJAD funded program or receive services from the department and who are not paying a monthly fee under Articles 42A Code of Criminal Procedure (i.e., Community Supervision Fees)?

18. N/A If collected, when the CSCD assessed the administrative fee, did the CSCD assess less than \$25 or more than \$60 for the fee?

19. N/A If collected, did the CSCD assess administrative fees of \$25-\$60 for those individuals who also pay a monthly supervision fee under Articles 42A.652 Code of Criminal Procedure?

Fees for Pretrial Intervention Programs; Texas Code of Criminal Procedure Chapter 102.012, FMM Statutory Requirements (Question 20)

Code of Criminal Procedure Chapter 102 Subchapter A General Costs Article 102.012, Fees for Pretrial Intervention Program states: (a) A court that authorizes a defendant to participate in a pretrial intervention program established under Section 76.011, Government Code, may order the defendant to pay to the court a supervision fee in an amount not more than \$60 per month as a condition of participating in the program. (b) In addition to or in lieu of the supervision fee authorized by Subsection (a), the court may order the defendant to pay or reimburse a community supervision and corrections department for any other expense that is: (1) incurred as a result of the defendant's participation in the pretrial intervention program, other than an expense described by Article 102.0121; or (2) necessary to the defendant's successful completion of the program.

20. YES Did the CSCD collect fees for **pretrial intervention programs** in the fiscal year audited?

Administrative Fees (i.e., Transaction Administrative Fees); Texas Code of Criminal Procedure, Article 102.072, FMM Statutory Requirements (Questions 21-24)

Texas Code of Criminal Procedure, Article 102.072; Administrative Fee states: An officer listed in Article 103.003 or a community supervision and corrections department may assess an administrative fee for each transaction made by the officer or department relating to the collection of fines, fees, restitution, or other costs imposed by a court. The fee may not exceed \$2 for each transaction. This article does not apply to a transaction relating to the collection of child support. A "transaction" is defined as an event that involves the collection of money for one or more purposes that results in a preparation of a single receipt. CSCDs shall not prepare separate receipts for money received during a single event for multiple purposes (i.e. to collect multiple \$2 administrative fees).

The "transaction" administrative \$2 fee is required to be budgeted and reported as Other Revenue in Basic Supervision.

21. YES Did the CSCD collect **administrative fees (i.e. transaction administrative fees)** for each transaction made by the department relating to the collection of fines, fees, restitutions, or other costs imposed by a court during the fiscal year audited?

22. NO If collected, did any single **transaction administrative** fee exceed the allowable \$2?
23. NO If collected, during each transaction, does the CSCD issue separate receipts for each fine, fee, restitution, or other cost paid while charging the \$2 **transaction administrative fee** for each receipt?
24. YES If collected, was the **transaction administrative fee** budgeted and recorded as Other Revenue in Basic Supervision and accounted for on a consistent basis (FMM Statutory Requirements)?

YES NO N/A

CASH, COLLECTIONS, CHANGE FUND, PETTY CASH (Questions 25-28)

An explanation is required to be reported in the Cash, Collections, Change Fund, Petty Cash & Investments note of the Notes to the Financial Statements and included in the Schedule of Findings and Questioned Costs if questions 25-28, 30, 34-35, and 36 are answered NO. All change fund and petty cash funds are required to be reported in the Cash, Collections, Change Fund, and Petty Cash & Investments note of the Notes to the Financial Statements.

Deposits and Disbursement Requirements, (Questions 25-28)

Government Code, Section 509.011 (c) Each department, county, or municipality shall deposit all state aid received from the division in a special fund of the county treasury or municipal treasury, as appropriate, to be used solely for the provision of services, programs, and facilities under this chapter or Subchapter H, Chapter 351, Local Government Code.

Local Government Code, Section 140.003 (f) Each specialized local entity (CSCD) shall deposit in the county treasury of the county in which the entity has jurisdiction the funds the entity receives. The county shall hold, deposit, disburse, invest, and otherwise care for the funds on behalf of the specialized local entity (CSCD) as the entity (CSCD) directs. If a specialized local entity has jurisdiction in more than one county, the district judges having jurisdiction in those counties, by a majority vote, shall designate from among those counties the county responsible for managing the entity's funds.

Local Government Code, Section 113.022 (a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the date the funds are received. (b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113(a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

Local Government Code, Section 113.001. COUNTY TREASURER AS CHIEF CUSTODIAN OF MONEY. The county treasurer, as chief custodian of county funds, shall keep in a designated depository and shall account for all money belonging to the county.

Local Government Code, Section 116.113. DEPOSIT OF FUNDS. (a) Immediately after the commissioner's court designates a county depository, the county treasurer shall transfer to the depository all of the county's funds and the funds of any district or municipal subdivision of the county that does not select its own depository. The treasurer shall also immediately deposit with the depository to the credit of the county, district, or municipality any money received after the depository is designated.

Local Government Code, Section 116.115. CLEARINGHOUSE FOR MULTIPLE DEPOSITORIES. If the funds of a county are deposited with more than one depository, the commissioner's court shall by order name one of the depositories to act as a clearinghouse for the others. All county orders for payment are finally payable at the depository named as the clearinghouse.

25. YES Were all the CSCD's state aid and net funds (revenues) received, deposited, and held in a special fund of the county treasury (county's bank account) during the fiscal year audited?

26. YES Were all the CSCD's state aid and net funds (revenues) received: held, deposited, disbursed, invested, and otherwise cared for by the county on behalf of the CSCD, as the CSCD directed during the fiscal year audited?
27. YES Were all the CSCD's state aid and net funds (revenues) received deposited in the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?
28. YES Were all the CSCD's collection accounts' remaining net funds (revenues) transferred to the county treasury (county's bank account) within the time period required by Local Government Code 113.022 during the fiscal year audited?

YES NO N/A

Change Fund, Local Government Code, Chapter 130, Section 130.902 (a), FMM Fiscal Change Fund (Questions 29-30)

Local Government Code, Chapter 130, Section 130.902 (a) The commissioner's court of a county may set aside from the general fund of the county an amount approved by the county auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are often made by the official. (b) The bond of that official who receives such a change fund must cover the official's responsibility for the correct accounting and disposition of the change fund.

29. YES Did the CSCD maintain a **change fund** authorized by the fiscal officer in the fiscal year audited? Change Funds are not to be confused with petty cash funds (*FMM Fiscal Officer*).
30. YES Was the **change fund** only used to make change in connection with collections that are due and payable to the CSCD?

Petty Cash Utilizing CSCD Funds, Local Government Code, Section 130.909, FMM Petty Cash (Questions 31-35)

Local Government Code, Section 130.909. (a) The commissioner's court of a county may set aside from the general fund of the county, for the establishment of a petty cash fund for any county or district official or department head approved by the commissioner's court, an amount approved by: (1) the county auditor, for a county with a population of 3.3 million or more; or (2) the commissioner's court, for a county with a population of less than 3.3 million (FMM, State Payments, Financial Reports, Community Corrections Facility, and Fiscal Officer).

31. NO Did the CSCD maintain **petty cash** in the fiscal year audited?
32. N/A Was the petty cash fund maintained by **utilizing the CSCD's funds** authorized by the county auditor?
33. N/A Was the petty cash fund maintained by **utilizing NON-CSCD revenues** (i.e. vending machine revenues)?
34. N/A Were **petty cash funds utilizing CSCD's funds** used only for specific purposes for allowable items as listed in the Financial Management Manual for TDCJ-CJAD Funding?
35. N/A Were **petty cash funds utilizing CSCD's funds** expended only for emergency situations authorized by a written policy and approved by the CSCD director?

Employee Surety Bond Coverage, FMM Employee Surety Bond Coverage (Question 36)

CSCD directors shall ensure that all public funds are protected by requiring that all employees with access to funds are covered by Employee Surety Bond coverage and that all funds maintained on CSCD premises are protected by appropriate insurance or bonding. Funds on CSCD premises shall not exceed insurance/bond limits of coverage. CSCDs that have been authorized to have a change fund shall have Employee Surety Bond coverage on the employee who maintains and administers the change fund or petty cash fund, and the coverage shall include the employee's responsibility for the correct accounting and disposition of the change fund or petty cash fund.

36. YES NO N/A
- Were all employees who had access to public funds and/or maintained and administered public funds, change funds and petty cash, which cover the employees' responsibility for the correct accounting and disposition of the change fund and petty cash, covered by an employee surety bond?

SCHEDULE OF DIFFERENCES (Question 37)

An explanation is required to be reported in the Schedule of Differences, Notes to the Financial Statements and in the Schedule of Findings and Questioned Costs if question 37 is answered NO.

37. YES NO
- Were revenues and expenditures as reported to TDCJ-CJAD on the quarterly financial reports in agreement with the CSCD's accounting records (CSCD's actuals), the last approved budget, and with audited financial statements?

COMPLIANCE Standards for Financial Audits; Chapter 4, Item 4.25 Government Auditing Standards (Questions 38-42)

An explanation is required to be reported in the Report on Compliance and Internal Control and in the Schedule of Findings and Questioned Costs if questions 38-42 are answered YES.



38. YES NO
- Were there any instances of deficiencies in internal control noted by the auditor?
39. YES NO
- Were there any instances of non-compliance noted by the auditor?
40. YES NO
- Were there any instances of fraud noted by the auditor?
41. YES NO
- Were there any instances of waste noted by the auditor?
42. YES NO
- Were there any instances of abuse noted by the auditor?

SCHEDULE OF FINDINGS AND QUESTIONED COSTS Standards for Financial Audits; Chapter 4, Item 4.05, Government Auditing Standards (Questions 43-44)

An explanation is required to be reported in Schedule of Findings and Questioned Costs for Prior Year if questions 43-44 are answered NO.

43. YES NO N/A Do any action plans exist for significant findings from prior year audits?
44. YES NO N/A If action plans exist from prior year audit findings, are they compliant?

OTHER MATTERS

-
45. NO  Was an on-site visit to the CSCD headquarters conducted by the CPA or CPA firm staff during the duration of the audit?
46. NO  Was a management letter noting certain immaterial instances of noncompliance issued to the CSCD?

**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 Cardinal Meadows Improvement District (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 \$ 398,873.00 (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

Cardinal Meadows Improvement District
 Anthony Smith, Board President
 749 Hillebrandt Road
 Beaumont, Texas 77704

cardinalmeadows749@gmail.com

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



Jeff Branick
County Judge
Jefferson County, Texas


Date

SUBRECIPIENT

Anthony Smith
Board President
Cardinal Meadows Improvement District

Date

ATTEST:



Roxanne Acosta-Hellberg
County Clerk
Jefferson County, Texas

3/5/2024
Date

ATTEST:

Rekina Smith
General Manager
Cardinal Meadows Improvement District

Date



EXHIBIT A

Subrecipient Project Information and Approved Work

Subrecipient Entity Name

Cardinal Meadows Improvement District

Subrecipient Mailing Address

749 Hillebrandt Road, Beaumont, Texas 77704

Subrecipient Primary Contact

Name: Anthony Smith
Title: Board President
Email: cardinalmeadows749@gmail.com
Phone #: 409-273-5867

Subrecipient Secondary Contact

Name: Rekina Smith
Title: General Manager
Email: rekinas72@gmail.com
Phone #: 409-651-4509

Subrecipient Unique Entity Identifier

YPJ7Z77JDNM6

SLFRF Subaward Amount

\$ 398,873.00

Project Name

Repairs and Improvements to three (3) wastewater lift stations

Project Physical Address

Lift station locations:
1. Hilledbrandt Road and Smokey Lane
2. Smokey Lane and Cactus Ave
3. Ronnie Ave and Hillebrandt Road

Project Description

Repairs and/or replacement of pumps, electrical wiring, conduit, control panel, piping, fittings, and related system components and/or related structures.

Project Goals / Intended Outcomes

Improve the current capacity and reliability of the lift stations in order to accommodate population growth and assure wastewater system longevity

Approved Activities / Scope of Work

1. Administrative
2. Equipment / Supplies
3. Design and Engineering
4. Permitting and Fees
5. Project Management, Monitoring and Inspection
6. Site Work Contract
7. General Construction Contract
- 8.
- 9.
- 10.

Jefferson County Approval & Date

Subrecipient Signature & Date

[Handwritten Signature]



ATTEST *[Handwritten Signature]*
DATE 3/5/2024

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.



December 14, 2023

Judge Jeff Branick
County of Jefferson
1149 Pearl Street, 7th Floor
Beaumont, TX 77701-3600

Dear Judge Branick:

Grant number G23HN0029A has been increased and now totals \$26,200.00.

The original of Modification 1 is enclosed. If you accept this Modification, sign the Modification and return a copy to the Assistance Center in Miami. Keep the original Modification for your file.

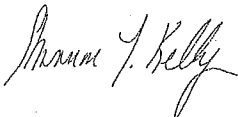
All terms and conditions of the original award apply to the Modification. If you have any questions pertaining to this grant award, please contact Jayme Delano at (202) 395 - 6794.

Sincerely,

A handwritten signature in cursive script that reads "Shannon J. Kelly".

Shannon Kelly
National HIDTA Director

Enclosures

Executive Office of the President Office of National Drug Control Policy		AWARD Grant	Page 1 of 1
1. Recipient Name and Address Judge Jeff Branick County of Jefferson 1149 Pearl Street 7th Floor Beaumont, TX 77701-3600		4. Award Number: G23HN0029A	
		5. Grant Period: From 01/01/2023 to 12/31/2024	
1A. Subrecipient IRS/Vendor No.	6. Date: 12/14/2023	7. Action	
Subrecipient Name and Address	8. Supplement Number 1	Initial	
		<input checked="" type="checkbox"/> Supplemental	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	\$16,200.00	
3. Project Title	10. Amount of This Award:	\$10,000.00	
CFDA Name and Number: High Intensity Drug Trafficking Areas Program - 95.001	11. Total Award:	\$26,200.00	
12. • The above grant is approved subject to such conditions or limitation as are set forth in the original Grant.			
13. Statutory Authority for Grant: Public Law 117-328			
AGENCY APPROVAL		RECIPIENT ACCEPTANCE	
14. Typed Name and Title of Approving Official Shannon Kelly National HIDTA Director	15. Typed Name and Title of Authorized Official Jeff Branick Judge		
16. Signature of Approving ONDCP Official 	17. Signature of Authorized Recipient/Date		
AGENCY USE ONLY			
18. Accounting Classification Code UEI: EKC1BVNLJXA8 DUNS: 010807535 EIN: 1746000291A3	19. HIDTA AWARD OND1070DB2324XX OND6113 OND2000000000 OC 410001 JID: 86225		

Initiative Cash by HIDTA

FY 2023

Current Budget (net of reprogrammed funds)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
Houston	County of Jefferson	South East Texas Drug Enforcement Task Force	26,200.00	Investigation	G23HN0029A
Agency Total : County of Jefferson			26,200.00		
Total			26,200.00		

Budget Detail

2023 - Houston

Initiative - South East Texas Drug Enforcement Task Force

Investigation

Award Recipient - County of Jefferson (G23HN0029A)

Resource Recipient - Jefferson County

Indirect Cost: 0.0%

Current Budget (net of reprogrammed funds)

\$10,000.00

Overtime	Quantity	Amount
Overtime		\$10,000.00
Total Overtime		\$10,000.00
Total Budget		\$10,000.00

NAME	AMOUNT	CHECK NO. 283	TOTAL
JURY FUND			
DAWN DONUTS	43.50	515212	43.50**
ROAD & BRIDGE PCT.#1			
SPIDLE & SPIDLE	1,295.02	515077	
M&D SUPPLY	48.44	515107	
SANITARY SUPPLY, INC.	134.67	515115	
ACE IMAGEWEAR	131.30	515118	
AT&T	96.86	515121	
VERIZON WIRELESS	75.98	515151	
ADVANCE AUTO PARTS	112.55	515199	
WALLER COUNTY ASPHALT	3,890.61	515215	
GULF COAST	862.23	515234	6,647.66**
ROAD & BRIDGE PCT.#2			
SPIDLE & SPIDLE	3,970.72	515077	
ACE IMAGEWEAR	19.92	515118	
CHARTER COMMUNICATIONS	166.89	515260	4,157.53**
ROAD & BRIDGE PCT. # 3			
CITY OF PORT ARTHUR - WATER DEPT.	56.76	515085	
GULF COAST AUTOMOTIVE, INC.	69.65	515095	
ENERGY	242.40	515096	
PHILPOTT MOTORS, INC.	705.10	515110	
SMART'S TRUCK & TRAILER, INC.	49.88	515120	
AT&T	103.31	515121	
VERIZON WIRELESS	38.03	515151	
MARTIN MARIETTA MATERIALS	6,884.08	515209	
TX TAG	15.91	515210	
O'REILLY AUTO PARTS	101.40	515226	
TRUX SERVICE BODY & RIGGING LLC	1,493.00	515233	
CHARTER COMMUNICATIONS	155.25	515251	
MUNRO'S UNIFORM SERVICES, LLC	23.95	515266	9,938.72**
ROAD & BRIDGE PCT.#4			
AUDILET TRACTOR SALES	83.10	515079	
CITY OF BEAUMONT - WATER DEPT.	24.21	515083	
ENERGY	987.87	515096	
M&D SUPPLY	210.67	515107	
SANITARY SUPPLY, INC.	434.69	515115	
W. JEFFERSON COUNTY M.W.D.	66.38	515135	
UNITED STATES POSTAL SERVICE	14.05	515157	
NATALIE ROBERTS	10.00	515180	
ON TIME TIRE	135.00	515195	
CINTAS CORPORATION	121.59	515214	
O'REILLY AUTO PARTS	414.34	515226	
GULF COAST	789.75	515234	
CELLGATE	117.00	515276	3,408.65**
PARKS & RECREATION			
ENERGY	952.90	515096	
VERIZON WIRELESS	37.99	515151	
LOWE'S HOME CENTERS, INC.	285.73	515164	1,276.62**
GENERAL FUND			
MCGRIFF INSURANCE SERVICES, INC	577,476.75	515265	577,476.75*
TAX OFFICE			
UNITED STATES POSTAL SERVICE	491.32	515157	
ODP BUSINESS SOLUTIONS, LLC	682.67	515263	
AMAZON CAPITAL SERVICES	487.99	515271	1,661.98*
COUNTY HUMAN RESOURCES			

NAME	AMOUNT	CHECK NO. 284	TOTAL
PINNACLE MEDICAL MANAGEMENT CORP	390.00	515111	
UNITED STATES POSTAL SERVICE	2.40	515157	
SIERRA SPRING WATER CO. - BT	31.48	515160	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	56.00	515213	
OUTSOLVE, LLC	3,795.00	515261	
ODP BUSINESS SOLUTIONS, LLC	243.00	515263	
AMAZON CAPITAL SERVICES	521.88	515271	5,039.76*
AUDITOR'S OFFICE			
UNITED STATES POSTAL SERVICE	9.50	515157	9.50*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	424.88	515157	
ODP BUSINESS SOLUTIONS, LLC	175.93	515263	600.81*
COUNTY JUDGE			
CHEROKEE COUNTY CLERK	1,440.00	515087	
SECRETARY OF STATE - NOTARY PUBLIC	142.00	515116	
UNITED STATES POSTAL SERVICE	6.24	515157	
WYATT SNIDER	500.00	515193	
JOSHUA C HEINZ	500.00	515197	2,588.24*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	1.87	515157	1.87*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	112.68	515157	112.68*
PRINTING DEPARTMENT			
KIRKSEY'S SPRINT PRINTING	21.30	515105	
CINTAS CORPORATION	65.66	515214	
LINDENMEYR MUNROE	574.35	515243	
BOSWORTH PAPERS	405.00	515244	1,066.31*
PURCHASING DEPARTMENT			
PORT ARTHUR NEWS, INC.	555.12	515112	
UNITED STATES POSTAL SERVICE	.64	515157	555.76*
GENERAL SERVICES			
CASH ADVANCE ACCOUNT	25.00	515103	
CROWN CASTLE INTERNATIONAL	1,939.38	515170	
FIBERLIGHT LLC	1,998.75	515241	
CHARTER COMMUNICATIONS	2,442.76	515249	
CHARTER COMMUNICATIONS	461.90	515252	
CHARTER COMMUNICATIONS	231.72	515253	
MCGRIFF INSURANCE SERVICES, INC	48,128.84	515264	
MCGRIFF INSURANCE SERVICES, INC	1,154,953.50	515265	1,210,181.85*
DATA PROCESSING			
VERIZON WIRELESS	75.98	515151	
TODD L. FREDERICK	408.03	515162	484.01*
VOTERS REGISTRATION DEPT			
UNITED STATES POSTAL SERVICE	206.27	515157	
100 PLUS BLACK WOMEN COALITION OF	120.00	515200	326.27*
ELECTIONS DEPARTMENT			
UNITED STATES POSTAL SERVICE	2.00	515157	
AT&T MOBILITY	41.65	515211	43.65*
DISTRICT ATTORNEY			

NAME	AMOUNT	CHECK NO. ²⁸⁵	TOTAL
THE EXAMINER	150.00	515090	
TEXAS DISTRICT & COUNTY ATTY ASSN.	700.00	515131	
UNITED STATES POSTAL SERVICE	125.29	515157	
MCM ELEGANTE HOTEL	246.10	515173	
MASTERWORD SERVICES, INC	773.89	515247	
ODP BUSINESS SOLUTIONS, LLC	115.61	515263	2,110.89*
DISTRICT CLERK			
TAC - TEXAS ASSN. OF COUNTIES	275.00	515129	
COUNTY & DISTRICT CLERK ASSN. OF TX	150.00	515137	
UNITED STATES POSTAL SERVICE	355.87	515157	
AERIALINK, LLC	144.30	515242	
ODP BUSINESS SOLUTIONS, LLC	94.72	515263	1,019.89*
CRIMINAL DISTRICT COURT			
UNITED STATES POSTAL SERVICE	6.40	515157	
ADA V. CHRISTY, CSR	654.50	515167	
KIMBERLY R. BROUSSARD	4,108.50	515182	
ODP BUSINESS SOLUTIONS, LLC	1,430.02	515263	6,199.42*
58TH DISTRICT COURT			
ODP BUSINESS SOLUTIONS, LLC	76.52	515263	76.52*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.64	515157	.64*
252ND DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	2,385.00	515094	
MSC SYSTEMS	146.25	515138	2,531.25*
279TH DISTRICT COURT			
ANITA F. PROVO	485.00	515113	
GLEN M. CROCKER	1,125.00	515163	
LANGSTON ADAMS	325.00	515166	
JOEL WEBB VAZQUEZ	570.00	515171	
KIMBERLY PHELAN, P.C.	350.00	515174	
REAUD MORGAN & QUINN LLP	110.00	515184	
BRITTANIE HOLMES	220.00	515198	
WILLIAM FORD DISHMAN	440.00	515203	
MATUSKA LAW FIRM	325.00	515205	
JENNIFER DELAGE	2,189.00	515216	
ALICIA K HALL PLLC	264.00	515239	
JULIANNA NICKS	792.00	515279	7,195.00*
317TH DISTRICT COURT			
ANITA F. PROVO	325.00	515113	
TEXAS CENTER FOR JUDICIARY	75.00	515130	
GLEN M. CROCKER	110.00	515163	
JOEL WEBB VAZQUEZ	1,095.00	515171	
BRITTANIE HOLMES	610.00	515198	
WILLIAM FORD DISHMAN	770.00	515203	
JENNIFER DELAGE	990.00	515216	
ALICIA K HALL PLLC	770.00	515239	4,745.00*
JUSTICE COURT-PCT 1 PL 1			
UNITED STATES POSTAL SERVICE	48.24	515157	48.24*
JUSTICE COURT-PCT 1 PL 2			
UNITED STATES POSTAL SERVICE	25.44	515157	25.44*
JUSTICE COURT-PCT 6			
UNITED STATES POSTAL SERVICE	24.32	515157	
SIERRA SPRING WATER CO. - BT	100.94	515158	125.26*
JUSTICE COURT-PCT 7			

NAME	AMOUNT	CHECK NO. ²⁸⁶	TOTAL
AT&T	48.43	515122	
ODP BUSINESS SOLUTIONS, LLC	100.79	515263	149.22*
JUSTICE OF PEACE PCT. 8			
ODP BUSINESS SOLUTIONS, LLC	100.79	515263	
ALEXIS ZAMORA	39.05	515280	139.84*
COUNTY COURT AT LAW NO.1			
STATE BAR OF TEXAS	105.00	515126	
UNITED STATES POSTAL SERVICE	5.12	515157	110.12*
COUNTY COURT AT LAW NO. 2			
EDWARD B. GRIPON, M.D., P.A.	795.00	515094	
UNITED STATES POSTAL SERVICE	8.32	515157	
SIERRA SPRING WATER CO. - BT	37.48	515159	
LANGSTON ADAMS	250.00	515166	
JOEL WEBB VAZQUEZ	500.00	515171	
LAURIE PEROZZO	300.00	515186	
JENNIFER DELAGE	300.00	515216	
LAW OFFICE OF GILES R COLE & ASSOC	250.00	515245	2,440.80*
COUNTY COURT AT LAW NO. 3			
TODD W LEBLANC	500.00	515075	
JOEL WEBB VAZQUEZ	400.00	515171	
LAURIE PEROZZO	300.00	515186	
LINDSEY SCOTT	250.00	515208	
JENNIFER DELAGE	250.00	515216	
LAW OFFICE OF GILES R COLE & ASSOC	500.00	515245	2,200.00*
COURT MASTER			
KENT W JOHNS	1,000.00	515192	1,000.00*
MEDIATION CENTER			
UNITED STATES POSTAL SERVICE	4.48	515157	4.48*
SHERIFF'S DEPARTMENT			
AT&T	321.30	515121	
VERIZON WIRELESS	3,836.99	515152	
UNITED STATES POSTAL SERVICE	1,908.11	515157	
NEIGHBORHOOD VETERINARY CENTERS LLC	2,463.87	515248	
ODP BUSINESS SOLUTIONS, LLC	1,480.48	515263	
AMAZON CAPITAL SERVICES	1,579.96	515271	
BEAUMONT OCCUPATIONAL SERVICES	371.85	515273	11,962.56*
CRIME LABORATORY			
SIGMA-ALDRICH, INC.	201.04	515074	
FED EX	89.97	515091	
FISHER SCIENTIFIC	77.86	515092	
VERIZON WIRELESS	37.99	515150	
AIRGAS USA, LLC	314.85	515228	
ODP BUSINESS SOLUTIONS, LLC	206.86	515263	928.57*
JAIL - NO. 2			
BOB BARKER CO., INC.	9,828.56	515080	
CASH ADVANCE ACCOUNT	479.22	515103	
M&D SUPPLY	391.34	515107	
MAVERICK COMMUNICATIONS, INC.	3,319.78	515108	
SHERIFF'S ASSOCIATION OF TEXAS	25.00	515119	
AT&T	1,206.05	515121	
AT&T	2,357.06	515123	
WHOLESALE ELECTRIC SUPPLY CO.	28.60	515136	
GALLS LLC	4,438.00	515207	
CORRHEALTH PLLC	194,127.79	515223	
TRINITY SERVICES GROUP INC	46,620.05	515232	

NAME	AMOUNT	CHECK NO. ²⁸⁷	TOTAL
WORKQUEST	293.63	515246	
ODP BUSINESS SOLUTIONS, LLC	49.99	515263	
SCOTT EQUIPMENT LLC	280.78	515275	
			263,445.85*
JUVENILE PROBATION DEPT.			
VERIZON WIRELESS	54.08	515151	
UNITED STATES POSTAL SERVICE	20.10	515157	
LEXISNEXIS MATTHEW BENDER	669.00	515165	
			743.18*
JUVENILE DETENTION HOME			
ATTABOY TERMITE & PEST CONTROL	77.10	515185	
LA COSTA DENTAL OF PORT ARTHUR PA	35.00	515225	
FLOWERS BAKING COMPANY OF HOUSTON	59.85	515268	
			171.95*
CONSTABLE PCT 1			
TAC - TEXAS ASSN. OF COUNTIES	460.00	515128	
VERIZON WIRELESS	227.96	515151	
UNITED STATES POSTAL SERVICE	34.67	515157	
HARRIS COUNTY TOLL ROAD AUTHORITY	27.80	515224	
			750.43*
CONSTABLE-PCT 2			
VERIZON WIRELESS	113.97	515151	
			113.97*
CONSTABLE-PCT 4			
VERIZON WIRELESS	113.97	515151	
ODP BUSINESS SOLUTIONS, LLC	161.65	515263	
			275.62*
CONSTABLE-PCT 6			
VERIZON WIRELESS	113.97	515151	
UNITED STATES POSTAL SERVICE	17.68	515157	
			131.65*
CONSTABLE PCT. 7			
VERIZON WIRELESS	113.97	515151	
AMAZON CAPITAL SERVICES	343.90	515271	
			457.87*
CONSTABLE PCT. 8			
VERIZON WIRELESS	113.97	515151	
COUNTY MORGUE			113.97*
PROCTOR'S MORTUARY INC	9,000.00	515187	
			9,000.00*
AGRICULTURE EXTENSION SVC			
TEXAS AGRILIFE EXTENSION SERVICE	140.00	515179	
			140.00*
HEALTH AND WELFARE NO. 1			
BROUSSARD'S MORTUARY	1,500.00	515081	
CALVARY MORTUARY	1,500.00	515082	
ENTERGY	115.88	515097	
MCKESSON MEDICAL-SURGICAL INC	11.97	515140	
CLAYBAR HAVEN OF REST	2,480.00	515154	
UNITED STATES POSTAL SERVICE	97.87	515157	
SIERRA SPRING WATER CO. - BT	80.92	515161	
CONNIE M ROBERTS	166.00	515176	
PROCTOR'S MORTUARY INC	1,500.00	515188	
THOMSON REUTERS-WEST	157.18	515201	
CENTERPOINT ENERGY RESOURCES	29.00	515220	
KAYLEE BENNETT	633.50	515237	
TEXAS MEDICAL LIABILITY TRUST	948.00	515240	
ODP BUSINESS SOLUTIONS, LLC	218.11	515263	
			9,438.43*
HEALTH AND WELFARE NO. 2			

NAME	AMOUNT	CHECK NO. 288	TOTAL
ENTERGY	210.00	515098	
HANNAH FUNERAL HOME, INC.	1,750.00	515099	
AT&T	48.43	515122	
MCKESSON MEDICAL-SURGICAL INC	35.60	515140	
CLAYBAR HAVEN OF REST	1,240.00	515155	
THOMSON REUTERS-WEST	157.18	515201	
KAYLEE BENNETT	633.50	515237	
TEXAS MEDICAL LIABILITY TRUST	948.00	515240	
CHARTER COMMUNICATIONS	184.61	515255	
LISA WASHINGTON	254.60	515270	
			5,390.72*
NURSE PRACTITIONER			
BAK GLOBAL LLC	100.00	515272	
			100.00*
CHILD WELFARE UNIT			
ROSS DRESS FOR LESS, INC.	5,722.82	515175	
SYNCHRONY BANK	4,624.78	515282	
			10,347.60*
ENVIRONMENTAL CONTROL			
AT&T	48.43	515121	
			48.43*
INDIGENT MEDICAL SERVICES			
MCKESSON MEDICAL-SURGICAL INC	586.88	515140	
VERIZON WIRELESS	40.22	515151	
LEXISNEXIS MATTHEW BENDER	85.08	515165	
CARDINAL HEALTH 110 INC	18,707.62	515202	
CORLISS R RANDLE	600.00	515230	
KAYLEE BENNETT	10.00	515237	
OUTCOMES OPERATING INC	268.00	515278	
			20,297.80*
MAINTENANCE-BEAUMONT			
JOHNSTONE SUPPLY	75.57	515078	
CITY OF BEAUMONT - WATER DEPT.	244.44	515083	
ECOLAB	242.59	515089	
W.W. GRAINGER, INC.	243.52	515093	
ENTERGY	35,359.45	515096	
M&D SUPPLY	51.20	515107	
RITTER @ HOME	56.85	515114	
SANITARY SUPPLY, INC.	362.52	515115	
AT&T	48.36	515124	
AT&T	72.06	515125	
TEXAS DEPT OF LICENSING &	210.00	515132	
TRIANGLE ENGINE DIST.	142.81	515134	
TEXAS FIRE & COMMUNICATIONS	110.00	515141	
ATTABOY TERMITE & PEST CONTROL	184.40	515185	
LANDSCAPER'S WHOLESALE MARKET	449.25	515191	
FERGUSON ENTERPRISES INC	1,003.14	515217	
REXEL USA INC	978.35	515222	
AUTOMATED LOGIC CONTRACTING SRV, INC	5,723.00	515231	
CHARTER COMMUNICATIONS	196.66	515259	
AMAZON CAPITAL SERVICES	173.70	515271	
AAA ACTION SEPTIC SERVICE LLC	425.00	515277	
			46,352.87*
MAINTENANCE-PORT ARTHUR			
CITY OF PORT ARTHUR - WATER DEPT.	637.89	515084	
COBURN SUPPLY COMPANY INC	34.02	515086	
AT&T	618.14	515121	
AT&T	72.06	515122	
LOWE'S HOME CENTERS, INC.	8.52	515164	
TEXAS GAS SERVICE	978.95	515169	
CHARTER COMMUNICATIONS	481.20	515258	
PARKER'S BUILDING SUPPLY	409.60	515269	
			3,240.38*
MAINTENANCE-MID COUNTY			
JIFFY TROPHIES	29.58	515104	
SETZER HARDWARE, INC.	27.28	515117	

NAME	AMOUNT	CHECK NO. ²⁸⁹	TOTAL
ACE IMAGEWEAR	40.37	515118	
RUTTY & MORRIS LLC	6,640.00	515178	6,737.23*
SERVICE CENTER			
ACTION AUTO GLASS	40.00	515076	
J.K. CHEVROLET CO.	55.01	515101	
PHILPOTT MOTORS, INC.	115.96	515110	
VIN'S PAINT & BODY, INC.	3,414.59	515139	
JEFFERSON CTY. TAX OFFICE	7.50	515142	
JEFFERSON CTY. TAX OFFICE	7.50	515143	
JEFFERSON CTY. TAX OFFICE	7.50	515144	
JEFFERSON CTY. TAX OFFICE	7.50	515145	
JEFFERSON CTY. TAX OFFICE	7.50	515146	
JEFFERSON CTY. TAX OFFICE	7.50	515147	
JEFFERSON CTY. TAX OFFICE	7.50	515148	
JEFFERSON CTY. TAX OFFICE	7.50	515149	
BUMPER TO BUMPER	496.74	515172	
AMERICAN TIRE DISTRIBUTORS	439.98	515183	
ATTABOY TERMITE & PEST CONTROL	85.00	515185	
ODP BUSINESS SOLUTIONS, LLC	102.34	515263	4,604.94*
VETERANS SERVICE			
SONIA ABRAHAM	51.92	515236	51.92*
			2,225,117.39**
MOSQUITO CONTROL FUND			
JACK BROOKS REGIONAL AIRPORT	550.28	515102	
SETZER HARDWARE, INC.	44.01	515117	
ACE IMAGEWEAR	74.42	515118	
ATTABOY TERMITE & PEST CONTROL	75.00	515185	
O'REILLY AUTO PARTS	97.71	515226	
CHARTER COMMUNICATIONS	83.04	515254	
AERO PERFORMANCE	906.20	515267	1,830.66**
J.C. FAMILY TREATMENT			
BEAUMONT OCCUPATIONAL SERVICES	137.90	515273	137.90**
SECURITY FEE FUND			
W.W. GRAINGER, INC.	815.12	515093	
ALLIED UNIVERSAL SECURITY SERVICES	10,564.85	515235	11,379.97**
EMPG GRANT			
CHARTER COMMUNICATIONS	122.62	515257	122.62**
JUVENILE PROB & DET. FUND			
EDWARD B. GRIPON, M.D., P.A.	550.00	515094	
VERIZON WIRELESS	71.06	515151	621.06**
COMMUNITY SUPERVISION FND			
CASH ADVANCE ACCOUNT	973.98	515103	
TPA	700.00	515133	
VERIZON WIRELESS	33.09	515151	
UNITED STATES POSTAL SERVICE	45.68	515157	
JCCSC	220.00	515190	
BOSWORTH PAPERS	1,540.00	515244	
CHARTER COMMUNICATIONS	184.61	515256	3,697.36**
LAW OFFICER TRAINING GRT			
BLUE360 MEDIA	1,799.50	515219	1,799.50**
COUNTY RECORDS MANAGEMENT			
UNITED STATES POSTAL SERVICE	.64	515157	
VISTA SOLUTIONS GROUP, LP	15,449.68	515168	15,450.32**
CONST. PCT 1 EDUCATION			

NAME	AMOUNT	CHECK NO. ²⁹⁰	TOTAL
CASH ADVANCE ACCOUNT	422.52	515103	
TAC - TEXAS ASSN. OF COUNTIES	230.00	515128	652.52**
J.P. COURTROOM TECH. FUND			
VERIZON WIRELESS	227.94	515151	227.94**
HOTEL OCCUPANCY TAX FUND			
AT&T	108.29	515121	
JESSIE DAVIS	176.65	515181	
CHARTER COMMUNICATIONS	130.63	515250	
MCGRIFF INSURANCE SERVICES, INC	17,266.05	515265	
OUTFRONT MEDIA LLC	13,000.00	515281	30,681.62**
CRIME LAB FUNDING CJD			
IACT	1,750.00	515100	1,750.00**
AIRPORT FUND			
LOUIS' YAZOO SALES & SERVICE, LLC	529.95	515106	
OVERHEAD DOOR CO.	3,944.00	515109	
SANITARY SUPPLY, INC.	258.66	515115	
VERIZON WIRELESS	37.99	515151	
DELTA INDUSTRIAL SERVICE & SUPPLY	1,605.00	515194	
SOUTHEAST TEXAS PARTS AND EQUIPMENT	250.49	515204	
M&R FLEET SERVICES, INC.	705.40	515227	
TITAN AVIATION FUELS	49,542.42	515229	
ODP BUSINESS SOLUTIONS, LLC	465.14	515263	
MCGRIFF INSURANCE SERVICES, INC	258,255.87	515265	
MUNRO'S UNIFORM SERVICES, LLC	85.50	515266	315,680.42**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	101,433.58	515221	101,433.58**
SETEC FUND			
INDUSTRIAL & COMMERCIAL MECHANICAL	16,194.78	515196	
MCGRIFF INSURANCE SERVICES, INC	568,293.99	515265	584,488.77**
WORKER'S COMPENSATION FD			
MCGRIFF INSURANCE SERVICES, INC	213,514.00	515264	213,514.00**
SHERIFF'S FORFEITURE FUND			
DISH NETWORK	100.42	515177	100.42**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	18,245.58	515057	
CLEAT	5,066.00	515058	
JEFFERSON CTY. TREASURER	13,518.50	515059	
INTERNAL REVENUE SERVICE	208.00	515060	
JEFFERSON CTY. COMMUNITY SUP.	6,612.97	515061	
JEFFERSON CTY. TREASURER - HEALTH	551,564.20	515062	
JEFFERSON CTY. TREASURER - PAYROLL	2,037,692.70	515063	
JEFFERSON CTY. TREASURER - PAYROLL	679,220.89	515064	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,385.25	515065	
JEFFERSON CTY. TREASURER - TCDRS	813,302.90	515066	
JEFFERSON COUNTY TREASURER	3,894.09	515067	
JEFFERSON COUNTY - TREASURER -	10,269.51	515068	
NECHES FEDERAL CREDIT UNION	29,757.10	515069	
JEFFERSON COUNTY - NATIONWIDE	58,457.42	515070	
SBA - U S DEPARTMENT OF TREASURY	309.28	515071	
ALLSTATE BENEFITS	6,708.69	515072	
CHUBB	6,415.77	515073	4,242,628.85**
JUSTICE COURT SUPPORT FND			
VERIZON WIRELESS	37.99	515151	37.99**
LANGUAGE ACCESS FUND			

NAME	AMOUNT	CHECK NO. ²⁹¹	TOTAL
ANITA U SEPEDA	100.00	515189	
MASTERWORD SERVICES, INC	1,045.65	515247	
RUBEN ZAPATA	200.00	515274	1,345.65**
ARPA CORONAVIRUS RECOVERY			
CAT5 RESOURCES LLC	22,355.00	515206	22,355.00**
J C ASSISTANCE DISTRICT 4			
ENTERGY	10.77	515096	10.77**
GUARDIANSHIP FEE			
BRITTANIE HOLMES	250.00	515198	250.00**
CNTY & DIST COURT TECH FD			
VERIZON WIRELESS	227.96	515151	227.96**
MARINE DIVISION			
SUN COAST RESOURCES, LLC.	573.65	515127	
VERIZON WIRELESS	151.96	515153	
MICHAEL KINLAW	325.00	515218	
WEST MARINE PRO	407.88	515238	
MCGRIFF INSURANCE SERVICES, INC	27,590.61	515265	29,049.10**
2021 PORT SECURITY GRANT			
DELL MARKETING L.P.	20,245.80	515088	
AMAZON CAPITAL SERVICES	718.99	515271	20,964.79**
			7,851,028.84***

AFFILIATION AGREEMENT

AN AGREEMENT FOR THE USE OF CLINICAL FACILITIES
FOR THE EDUCATION OF NURSING, AND HEALTH
EDUCATION STUDENTS

between

and

JEFFERSON COUNTY PUBLIC HEALTH DEPARTMENT

CONTENT

- I. AGREEMENT
- II. UNIVERSITY RESPONSIBILITY
- III. CLINICAL AFFILIATE RESPONSIBILITY
- IV. TERMS OF AGREEMENT

AFFILIATION AGREEMENT

between

_____ **HEALTH EDUCATION DEPARTMENT**

and

JEFFERSON COUNTY HEALTH AND WELFARE

This AGREEMENT ("Agreement") is made and entered into by and between _____ (University) by a member of the _____ State University System (, with an office located at _____ and Jefferson County Public Health Department, ("Clinical Affiliate"), a healthcare provider, with an office located at 1295 Pearl Street, Beaumont, TX, 77701. It is acknowledged and agreed that this agreement will become effective as of the date of the last signature of a party hereto.

NOW, THEREFORE, in consideration for mutual covenants and conditions contained in this Agreement, to facilitate training of nursing students and health education students, the parties agree as follows:

1. It is mutually agreed by the Clinical Affiliate and the University that the educational program and curricula of the University is and shall be the responsibility of, and shall be carried out under the direction of personnel of the University. Whereas the Clinical Affiliate recognizes the need for the educational development of students and as matter of courtesy will cooperate with the University and student in such training.
2. It is mutually agreed that the provision and supervision of patient/client care or services is the responsibility of, and shall be carried out under the direction of personnel of the Clinical Affiliate. The Clinical Affiliate agrees to provide students admission to the program and to provide equipment, supplies and other resources which are available.
3. It is mutually agreed that clinical experiences for students/ interns enrolled in programs in the nursing, pharmacy and health education programs of the University will be provided at the Clinical Affiliate and the University will designate, in writing, a contact person to regularly communicate with the Clinical Affiliate regarding routine operational matters described herein.
4. It is mutually agreed that University faculty will select and assign students/interns for learning experiences and will further provide for teaching, evaluation, overall supervision, and record keeping of students. The University shall cooperate with the Clinical Affiliate to establish rotations for students. Faculty members, students and the University will adhere to all policies of the Clinical Affiliate and will assume responsibility for student's adherence to those policies.
5. It is mutually agreed that the University does not, and will not, discriminate against any student, employee, or applicant for registration or employment because of disability, race, religion, sex, color, creed, marital status, age, or national origin.
6. It is mutually agreed that the period of assignment, and the number and distribution of students among divisions of the Clinical Affiliate will be determined by representatives of the University and the Clinical Affiliate. The University shall be ultimately responsible for program admissions, administration, matriculation requirements, curriculum planning and accreditation requirements and student assignments. The University will be responsible for all final assessments of each student's clinical and academic performance and the assignment of final grades.

7. The Clinical Affiliate reserves the right to dismiss any student from its premises and otherwise terminate this agreement at any time and for any or not reason without notice and without recourse by the student, Faculty or University.
8. It is mutually agreed that representatives of the University and Clinical Affiliate shall meet as scheduled to discuss issues of mutual concern, and to make such suggestions and changes as are needed. Both parties will share information pertinent to the Affiliation Agreement.
9. It is mutually agreed that the University will comply with all regulatory and accreditation agency standards.

10. In the event an intern or University member is exposed to infectious disease, environmental hazard, or sustains any injury or illness in the course of any rotation, the Clinical Affiliate will, with the consent of the intern, provide first aid and emergency medical treatment at the site, if such injuries can be appropriately treated on site. If the injury or illness cannot be appropriately treated on site, then the Clinical Affiliate will make arrangements for such individuals to receive appropriate treatment at another facility. The Clinical Affiliate will inform the University of any such injuries and treatment and the student hereby waives all privacy rights as to such circumstances. It is agreed and understood that the University and /or student that the University and student will be solely responsible for paying for any health care and expenses incurred for necessary treatment of the student at another facility during any rotation. The University agrees that it will, without any limitation, be responsible for all costs of health care for any student which are not covered by any intern's personal health insurance and the University will provide the Clinical Affiliate evidence of appropriate insurance coverage during each rotation.

11. The parties agree that the sole purpose of this agreement is to facilitate learning for the interns and that the Clinical Affiliate is volunteering to participate in this program and that the interns will occupy the status of "licensee" as that term is interpreted by Texas law. The interns participating in the program shall not be agents, servants or employees of the Clinical Affiliate at any time nor otherwise have any right to or expectation of payment, compensation, remuneration or other material benefit from the Clinical Affiliate.

To any out these general areas of agreement, The University is responsible for, and agrees to:

1. Protect the health and safety of all parties by:
 - a. Requiring intern liability insurance coverage at no cost to the Clinical Affiliate;
 - b. Requiring an annual health and physical examination at no cost to the Clinical Affiliate;
 - c. Requiring compliance with the Center for Disease Control, Texas Department of Health, and Clinical Affiliate rules as regarding health, immunizations, safety, dress, and conduct (including for-cause drug screens at no expense to the Clinical Affiliate);
 - d. Providing, or otherwise arranging for, faculty and intern orientation to the Clinical Affiliate, its major policies, rules and regulations.
 - e. Adequately indoctrinate interns to inform them that the Clinical Affiliate shall have sole authority and control over and be responsible for its facilities, personnel and patient care and treatment and other clinical activities at the site, including without limitation any all student clinical activities at the site.
2. Make arrangements with the Client Services Administrator, and specified designates, for clinical learning experiences needed for interns prior to each semester. The University representative will provide parties with:
 - a. Names of students;
 - b. Name(s) of faculty;
 - c. Dates, days, times of clinical practice periods as previously agreed upon (in 1,6).
3. Assist with or contribute to Clinical Affiliate educational activities when requested.
4. Provide for, arrange and/to encourage Clinical Affiliate personnel participation in selected evaluation programs.
5. The individual intern is responsible for equipment damaged or broken due to the student's negligence.
6. University shall require all interns, faculty, employees, agents, and representatives of Institute participating in the Program (collectively "Program Participants") to sign and comply with a Statement of Confidentiality for Health Insurance Portability and Accountability Act (HIPAA) purposes and fully comply with all confidentiality and privacy laws, rules and regulations.
7. Notwithstanding any other provision herein, the governmental immunity, qualified immunity, official immunity and all other immunities and defenses of Clinical Affiliate and its employees and officials shall be unimpaired and in full force and effect at all times. Nothing in this agreement shall constitute a waiver of Clinical Affiliate's or Jefferson County's immunities to suit or liability. The Clinical Affiliate, Jefferson County, its employees, agents and officials shall, at all times, have the benefit of all defenses, immunities, rights and limitations of liability and damages recognized in law including, without limitation, the CPRC Chapter 101, Texas Tort Claims Act.
8. It is further understood and agreed that the students, faculty and University shall be solely liable for any and all damages, injuries, claims, suits and grievances of any student, faculty member or the University and anyone claiming on their behalf arising from the performance or implementation of this agreement. In no event shall the Clinical Affiliate or Jefferson County or any of its employees, agents or officials ever have any liability hereunder the fullest extent allow under law for such claims.

The Clinical Affiliate is responsible for, and agrees to:

1. Permit the use of clinical facilities by students enrolled in the University program for the purpose of clinical education of interns.
2. Provide, to the extent reasonable, conference rooms for intern education, office space for faculty, and locker rooms or other secure space for faculty and interns to store coats, books, etc., while on duty.
3. Allow interns and faculty reasonable and supervised access to, and use of, facilities maintained by the Clinical Affiliate following their specific policies, fees or charges, such as Library and Cafeteria.

4. Charge no fees for clinical laboratory practice.
5. Legal responsibility for the performance of interns during the program shall be and remain solely with intern, Faculty and University and never with the Clinical Affiliate or Jefferson County. It is understood and agreed that the Clinical Affiliate will be under no obligation to compensate any intern for any services rendered by the intern during this training.

DISPUTE RESOLUTION

Should any dispute arise between the parties, the parties agree to use all reasonable efforts to resolve same amicably and, if necessary, agree to submit to mediation. All disputes in which litigation is required will be litigated in a court of competent jurisdiction in Jefferson County, Texas according to Texas Law.

TERMS OF AGREEMENT:

Unless terminated earlier, this agreement shall be effective for the period beginning the Effective Date for the term of one (1) year commencing upon the Effective Date of _____, 20 through _____, 20 . This agreement may be renewed for another term if both parties agree in writing.

The undersigned parties have caused this Memorandum of Understanding to become effective on the date when executed by both parties and will terminate upon the completion of the field experience course(s).

Grand Canyon University

By: _____
Title: Dean & Professor CONHCP
Date: _____
3300 W. Camelback Road
Phoenix, AZ 85017
602-639-8401
Fax: 877-224-1594

Jefferson County Public Health Department
1295 Pearl St, Beaumont, TX 77701

By: _____
Dr. Ezea Ede, Public Health Director
Jefferson County Public Health Department
1295 Pearl St.
Beaumont, TX 77701

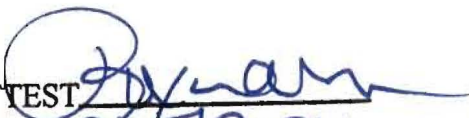
Date: _____

Jefferson County


Jeff R. Branick, County Judge

Date: 3-5-24

Student

ATTEST 
DATE 3/5/2024



Date: _____

:

AMENDED TAX ABATEMENT AGREEMENT BETWEEN JEFFERSON COUNTY AND ZERO PARK I, LLC FOR PROPERTY LOCATED IN THE ZERO PARKS 2023 REINVESTMENT ZONE

1. Jefferson County entered a Tax Abatement with ZeroParks Management LLC, which was approved by the Commissioners court on August 1, 2023 and the parties have just learned that the correct name of the owner of the improvements and the entity authorized to conduct business in Texas and who is listed as the lessee on the Jefferson County Central Appraisal District tax account is actually Zero Park I, LLC.

2. ZeroPark I, LLC, the lessee of the real property on which Project is being constructed, and the owner of the improvements to the real property that constitute the Project is requesting that the Abatement Agreement referred to between Jefferson County and Zero Parks Management LLC be amended to correct this ministerial make to fully reflect that the correct party to the agreement is and should be in Zero Park I LLC.

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

4. The Parties acknowledge that all terms and obligations of the executed agreement shall remain in full force and effect as to ZeroPark I, LLC. and same are incorporated herein as if fully copied and that Agreement is attached hereto as Exhibit "A." It is the intent of the parties that any reference to Owner or Zero Parks is intended to mean ZeroPark I LLC.

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

Signed this 5th day of Dec, 2023.

FOR THE COUNTY:

Jeff R. Branick
Hon. Jeff R. Branick, County Judge
Jefferson County, Texas



ATTEST *[Signature]*
DATE 3-5-2024

FOR THE OWNER:

Christopher S. Guinta
Christopher S. Guinta
Authorized Signatory



Clint Turner
Chief Deputy
E-Mail
Clint.Turner@jeffcotx.us

Tim Funchess
County Treasurer
1149 Pearl Street – Basement
Beaumont, Texas 77701

Office (409) 835-8509
Fax (409) 839-2347
E-Mail
tim.funchess@jeffcotx.us

February 26, 2024

Judge Jeff R. Branick and
Commissioners Court
Jefferson County Courthouse
Beaumont, Texas 77701

Gentlemen:

Enclosed is the Investment Schedule as of January 31, 2024,
including interest earnings.

The weighted average yield to maturity on the County's investments
is 4.580%. The 90 day Treasury discount rate on January 31, 2024 was
5.22% and the interest on your checking accounts for the month of January
was 4.95%

Included in the attached report are the balances for the County's
pledged collateral.

This report meets the requirements for investment officers in
compliance with the Texas Government Code. Title 10, Section 2256.023.

This should be on the agenda March 5, 2024, to be received and
filed.

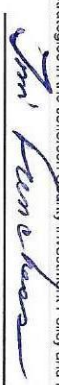
Sincerely,

Tim Funchess, CCT, CIO
Enclosure

Agenda should read:

Receive and File Investment Schedule for January, 2024,
including the year to date total earnings on County funds.

JEFFERSON COUNTY MONTH END JANUARY 31, 2024 INVESTMENT SCHEDULE

SECURITY DESCRIPTION	SETTLEMENT DATE	PAR AMOUNT	AMOUNT PAID	PRICE PAID	EXPT. YIELD	MATURITY DATE	CALL DATE	# Days to mat	# Days Invested	CUSIP/C.D. NUMBER	BROKER DEALER	CURRENT VALUE	Current Price	ACCRUED FROM PURCHASE (COUPON)	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
TEXAS CLASS																
CP and Securities					0.000%		NONE			TX-01-0485-4001	TEXAS CLASS	\$0.00			\$0.00	\$0.00
FHLB 5.00% (NEW)	22-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	22-Jan-26	22-Oct-24	722	731	3130AYL79	NATIONAL ALLIANCE	\$1,999,300.00	\$99.9850	\$2,500.00	\$0.00	\$2,001,800.00
FNMA 5.00% (NEW)	25-Jan-24	\$2,000,000.00	\$2,000,000.00	100	5.000%	13-Jan-27	25-Oct-24	1090	1096	3135GAMC2	NATIONAL ALLIANCE	\$1,998,400.00	\$99.9200	\$1,666.67	\$0.00	\$2,000,066.67
FHLB 5.02%	13-Feb-23	\$3,150,000.00	\$3,150,000.00	100	5.020%	15-Feb-25	13-Feb-24	379	731	3130ALUQ5	NATIONAL ALLIANCE	\$3,150,126.00	\$100.0040	\$73,794.00	\$79,085.00	\$3,223,920.00
FHLB 5.25%	06-Mar-23	\$2,000,000.00	\$2,000,000.00	100	5.250%	06-Mar-26	06-Mar-24	765	1096	3130ALVU2	NATIONAL ALLIANCE	\$1,998,400.00	\$99.9200	\$42,291.67	\$52,500.00	\$2,040,691.67
FNMA 5.05%	12-Apr-23	\$3,000,000.00	\$3,000,000.00	100	5.050%	12-Jul-24	12-Jul-23	163	457	3133GAG47	NATIONAL ALLIANCE	\$2,999,280.00	\$99.9760	\$45,870.83	\$75,750.00	\$3,045,150.83
FHLB 5.10%	01-May-23	\$3,000,000.00	\$3,000,000.00	100	5.100%	01-Feb-24	01-Nov-23	1	276	3130AV777	NATIONAL ALLIANCE	\$3,000,000.00	\$100.0000	\$38,250.00	\$76,500.00	\$3,038,250.00
FHLB 5.50%	18-Sep-23	\$3,000,000.00	\$3,000,000.00	100	5.500%	18-Sep-25	18-Jun-24	586	731	3130AATK8	NATIONAL ALLIANCE	\$2,999,160.00	\$99.9720	\$60,958.33	\$0.00	\$3,060,118.33
FHLB 5.60%	21-Dec-23	\$2,000,000.00	\$2,000,000.00	100	5.600%	21-Dec-26	21-Mar-24	1055	1096	3130AYAZ2	NATIONAL ALLIANCE	\$2,001,300.00	\$100.0650	\$12,222.22	\$0.00	\$2,013,522.22
FHLMC 3.375%	16-Aug-22	\$5,000,000.00	\$5,000,000.00	100	3.375%	16-Feb-24	16-Nov-22	16	549	3130GKM50	WELLS SECURITIES	\$4,995,810.65	\$99.9162	\$77,343.75	\$168,750.00	\$5,073,154.40
FHLB 3.875%	30-Jun-22	\$3,000,000.00	\$3,000,000.00	100	3.875%	30-Dec-24	30-Sep-22	334	914	3130AGMS2	WELLS SECURITIES	\$2,970,568.56	\$99.0190	\$10,010.42	\$174,375.00	\$2,990,578.98
FHLMC 4.00%	23-May-22	\$3,000,000.00	\$3,000,000.00	100	4.000%	23-Feb-24	23-Aug-22	226	641	3130ARYU9	WELLS SECURITIES	\$2,986,135.28	\$99.8712	\$39,500.00	\$112,500.00	\$3,035,635.28
FHLB 4.00%	13-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	13-Sep-24	13-Dec-22	226	731	3130GXT91	WELLS SECURITIES	\$3,971,575.96	\$99.3281	\$76,666.67	\$200,000.00	\$4,028,464.85
FHLB 4.00%	23-Sep-22	\$4,000,000.00	\$4,000,000.00	100	4.000%	28-Mar-24	23-Mar-23	236	731	3130AT4M6	WELLS SECURITIES	\$4,966,407.35	\$99.2894	\$66,888.89	\$160,000.00	\$5,057,738.78
FHLB 4.00%	28-Sep-22	\$5,000,000.00	\$5,000,000.00	100	4.000%	28-Mar-24	28-Oct-22	57	547	3130AT6U5	WELLS SECURITIES	\$4,989,405.45	\$99.7881	\$68,333.33	\$200,000.00	\$5,057,738.78
FHLMC 5.08%	28-Oct-22	\$5,000,000.00	\$5,000,000.00	100	5.080%	25-Oct-24	15-Jan-23	268	728	3130G4M43	WELLS SECURITIES	\$4,993,552.40	\$99.8706	\$67,733.33	\$251,883.33	\$5,051,265.73
FHLB 5.21%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.210%	26-Nov-25	26-May-23	665	1092	3130ATV69	WELLS SECURITIES	\$4,985,378.35	\$99.7076	\$47,034.72	\$257,605.56	\$5,032,413.07
FHLMC 5.25%	30-Nov-22	\$5,000,000.00	\$5,000,000.00	100	5.250%	23-May-25	23-May-23	478	905	3134GY4R0	WELLS SECURITIES	\$4,990,023.15	\$99.8005	\$49,583.33	\$257,385.83	\$5,039,606.48
COMPLIANCE STATEMENT																
INVESTMENT ACCTS		TOTAL PAR	AMT. INVESTED		WEIGHTED AVG. YLD	EQUVALENT TRES. RATE		WEIGHTED AVG.	MATURITY			TOTAL MARKET VALUE				TOTAL BOOK VALUE
CDs and Securities		\$0.00	\$0.00		4.580%	4.684%		354	DAYS			\$0.00		0.00		
TOTALS ALL ACCTS:		\$60,150,000.00	\$60,150,000.00		4.580%	4.684%		354	DAYS			\$60,004,803.15		770,648.16	\$2,066,324.72	\$60,775,451.31
PLEDGE COLLATERAL REPORT WELLS FARGO																
ALL COUNTY FUNDS																
AS OF JANUARY 31, 2024																
This is an unaudited statement made in accordance with provisions of Government Code Title 10 Section 2256.023 The Public Funds Investment Act																
The investment portfolios of Jefferson County comply with the strategies in the Jefferson County Investment Policy and Procedures.																
 <i>Tom Funchess, Jefferson County Treasurer/Investment Officer</i>																
JANUARY 2024, JEFFERSON COUNTY INVESTMENT MATURITIES																
MATURED SECURITIES AND INTEREST EARNED																
SECURITY DESCRIPTION	PURCHASE DATE	PAR AMOUNT	AMOUNT INVESTED	PRICE PAID	EXPECT. YIELD	MATURITY DATE	Coupon Pay DATE	# DAYS INVEST.	CUSIP/C.D. NUMBER	BROKER DEALER	INTEREST EARNINGS			ACCRUED FROM PURCHASE (COUPON)	Coupon paid TO DATE	BOOK VALUE (ACCRUED INT)
TEXAS CLASS																
FHLB 6.00%	27-Jul-23	\$1,570,000.00	\$1,570,000.00	100	6.000%	27-Jul-26	27-Jan-24	1096	3130AVML1	NATIONAL ALLIANCE	\$47,100.00		CALLED			
CHECKING INTEREST																
POOLED CASH ACCT																\$47,100.00
OTHER COUNTY ACCTS																
TAX LICENSE ACCT																
TOTAL		\$1,570,000.00	\$1,570,000.00								\$783,694.01					\$783,694.01

FISCAL YEAR 2023-2024

303

YIELD TO MATURITY AND INTEREST EARNINGS

MONTH	90 DAY T. BILL RATE	INVESTMENT INTEREST EARNED	CHECKING ACCOUNT YIELD	TEXAS CLASS INTEREST	TEXAS CLASS YIELD
OCTOBER	5.330%	\$625,734.93	5.070%		
NOVEMBER	5.250%	\$783,873.65	5.080%		
DECEMBER	5.200%	\$690,029.18	5.000%		
JANUARY	5.220%	\$783,694.01	4.950%		
FEBRUARY					
MARCH					
APRIL					
MAY					
JUNE					
JULY					
AUGUST					
SEPTEMBER					
ANNUAL TOTALS		\$2,883,331.77		\$0.00	\$2,883,331.77

Permit No. 02-U-24
Precinct No. 1

NOTICE OF PROPOSED PLACEMENT OF
PUBLIC UTILITY LINE/Common Carrier Pipeline Within
JEFFERSON COUNTY RIGHT-OF-WAY
(2003 REVISION)

Date: 2/27/2024

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Gentlemen:

Entergy Texas, Inc.

_____, (Company) does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a utility or common carrier pipeline for the distribution of 7.6KV Single Phase McDermand Rd to Pipeline Substation, location of which is fully described as follows:

7 pages of drawings attached.

Construction will begin on or after Feb 28 2024

It is understood that all work will comply with requirements of the Utility and Common Carrier Pipeline Policy adopted by Jefferson County Commissioners' Court on 2024 and all subsequent revisions thereof to date.

Company Entergy Texas

By Al Harrington

Title Right of Way Agent

Address 60 N. 11th St. Bmt

Telephone 409-828-2250

Fax No. _____

FOR COMMON CARRIER PIPELINE COMPANY ONLY

- 1. Common Carrier Determination form must be attached to application.
- 2. Corporation/Person product is to be purchased from/delivered to:

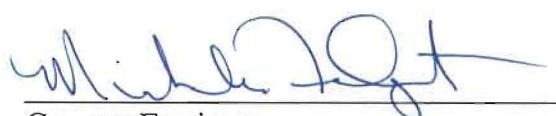
Enclosed, please find the required application fee:

<u>N/A</u>	road crossing @ \$100.00 _____	\$ <u>N/A</u>
<u>2</u>	miles parallel @ \$150.00/mile or fraction _____	\$ <u>N/A</u>
	TOTAL _____	\$ <u>N/A</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be \$5,000.00 per crossing and \$50,000.00 per mile or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged to exist. No work will begin until the County Engineer has Been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

ENGINEERING ACTION FORM

The minimum standard bond required is \$ N/A



County Engineer

03/05/24

Date

COMMISSIONERS COURT ORDER

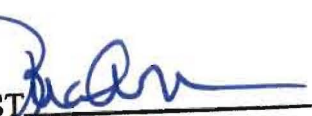
On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ N/A. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

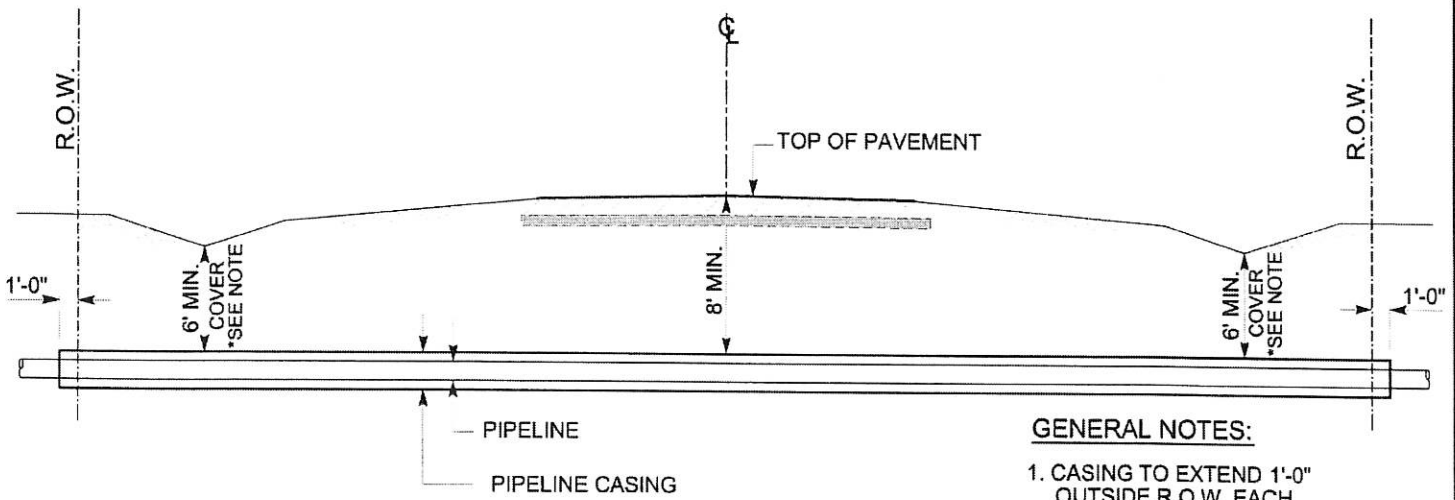
By 

County Judge



ATTEST 

DATE 3/5/2024

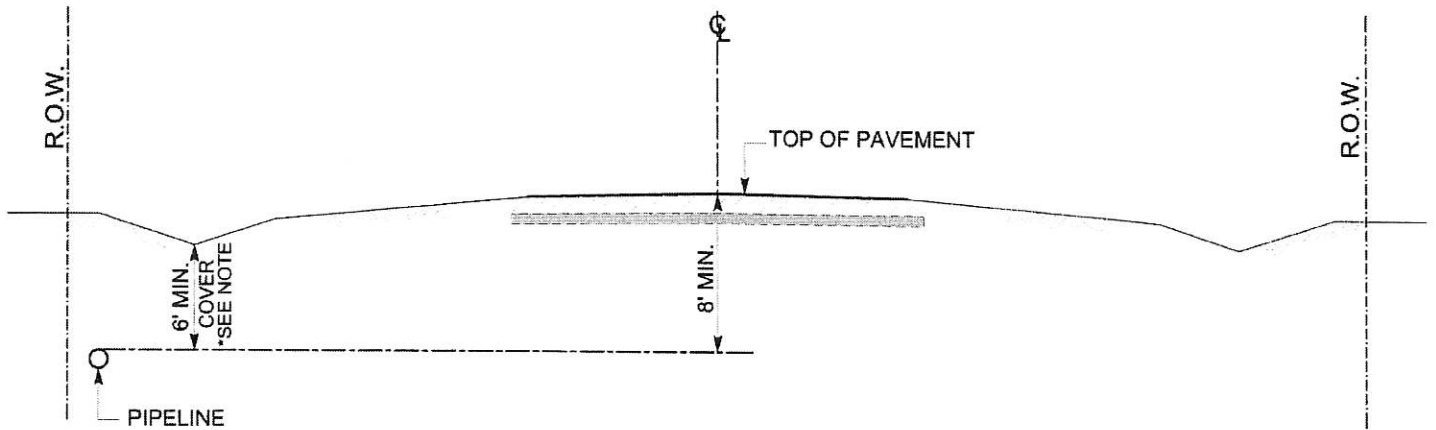


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

RIGHT OF WAY WORK REQUEST

DATE: 1-30-24

TITLE OF PROJECT (Revenue, Rework, etc.): REVENUE

NAME OF CUSTOMER BEING SERVED: MOBIL PIPELINE CO

NAME OF PERSON WHO OWNS THE PROPERTY: MOBIL PIPELINE CO

ADDRESS: 6750 MCDERMAND RD NC

COUNTY: JEFFERSON

CUSTOMER PH. No: (832)523-5594

WO No: 44433771

POWER PLAN No. (Old CEA): C6MD709860

NAME OF REQUESTER/EA/DD/DESIGNER: KOREY CLARK

INFORMATION REQUIRED FOR STAKING PROJECT:

- Job sketch (North Arrow, Key Map, Span Length)
- Copy of Plat
- Property Corners Marked
- Google pin location and/or Lat/Long: P1: 30.016343, -94.365339

INFORMATION REQUIRED FOR SURVEY PROJECT OR RAILROAD PROJECT

- Job sketch (North Arrow, Key Map, Span Length)
- Copy of Plat
- Copy of Deed/s
- Property Corners Marked
- Map showing exact pole locations on each side of tracks

INFORMATION REQUIRED FOR HIGHWAY PERMIT:

- Job Sketch (North Arrow, Key Map, Span Length)
- Distance to Major Intersection:
- Line Voltage:

* Location of each pole relative to the edge of pavement (ft from edge of pavement): N/A see comment section.

* Location of each pole relative to the edge of ~~TX-DOT-ROW~~ (Number ft inside ~~TX-DOT-ROW~~): County ROW

For each pole (each power line support pole and each guy pole): 1FT inside RIGHT OF WAY.

- Power Line Pole material (Wood, Steel, Fiberglass, etc.):
- If wood, treatment type (pressure treated, creosote, etc.):

*Jefferson County Tex.
02/28/2024*

- **If concrete pole, type (precast or reinforced):**
- **Pole diameter at base and at top (inches):**
- **Pole height above ground (ft):**
- **Pole distance below ground (ft):**
- **Latitude and Longitude (in decimals) for each pole:**

For each guy anchor:

- **Material:**
- **Length (ft):**
- **Width (ft):**
- **Diameter of cable (inches):**

For each electrical wire:

- **Material: (alum or copper)**
- **Diameter (inches):**
- **Phases (1 or 3):**

INFORMATION REQUIRED FOR EASEMENT ACQUISITION:

- Customer/Landowners Deed to property**
- Job Sketch**
- Google pin drop of location**
- Copy of customers survey if available**
- How many parcels need easements/parcel numbers (this can be found on CAD site for county)**

- Width of Easement**

IMPORTANT INFORMATION/ SPECIAL NOTES/STAKING INSTRUCTIONS:

No powerpoles inside of county right of way can impede traffic safety or the maintance of county right of way.

UTILITY AND COMMON CARRIER PIPELINE POLICY

GENERAL REQUIREMENTS

Who Must Apply

Any person company, corporation, or public agency desiring to place utility or common carrier pipelines in or above the rights-of-way of public roads in Jefferson County shall obtain a Commissioners' Court Order from Jefferson County Commissioners' Court for the construction, operation and maintenance of said line. The applicant shall comply with all rules, regulations, principles, and specifications herein contained and any other subsequently adopted by Jefferson County Commissioners' Court prior to issuance of the order.

Application

The permittee must complete, in quintuplicate (5), the form herein contained, outlining in detail the proposed installation and its location in public right-of-way. The completed application form must be returned to Jefferson County Engineering Department, at 1149 Pearl Street, 5th Floor, Beaumont, Texas 77701, for approval by Commissioners' Court prior to the start of construction.

Determination

Commissioners' Court shall determine, within a reasonable time after filing of a complete application in the opinion of the County Engineer, the following:

- a. If applicant is a utility, whether applicant is a public utility serving a public purpose; and
- b. If applicant is a pipeline carrier, whether:
 1. It is a common carrier; and
 2. It serves a public purpose; and
 3. The proposed pipeline is a parallel line to be placed within fifteen (15) feet of the improved portion of said right-of-way.

If Commissioners' Court determines that applicant is not a public utility, or that it is not a common carrier, or that its utility or pipeline shall not serve a public purpose, or that its propose pipeline will be a parallel line placed within fifteen (15) feet of the improved portion of any right-of-way, then, in the event of any such finding, applicant's application shall be denied and its bond returned.

Such applicant may then apply for a permit under the County's "Pipeline Permit Policy" and any bond, in lieu of returning it to applicant, may be applied to the permit application.

Maintenance, Alteration or Removal

Advance notification in writing will be required for all maintenance, alteration or removal operations except in emergency situations where the safety of the public would be endangered by a delay in repairs. In any such emergency, contact the County Engineer by phone at (409) 835-8584, and inform him of the proposed emergency repairs. As soon as practical, but no later than 48 hours after the start of emergency repairs, the permittee shall notify the County Engineer in writing of the emergency repairs effected, detailing the repairs and the reasons immediate action was required.

Time Limits

A time period of three months is allowed from the issuance of the order to start construction. Once started, the applicant is allowed three months to complete all work. All construction must be completed within six (6) months from the date of issuance. Upon application, extensions may be granted by the Jefferson County Commissioners' Court. Such applications for extensions must be received by the Court at least thirty days before the expiration of the six-month period.

Existing Permits

Any permit, franchise, or instruments of a similar character previously executed by Commissioners' Court shall be subject to the time limit and requirements herein unless specifically stated to the contrary in said permit, franchise or instrument.

GENERAL PRINCIPLES

No utility or common carrier pipeline shall ever be installed or maintained in such manner as to interfere with construction, maintenance or repair of any public road whether currently existing or hereafter constructed on future public right-of-way. Should a utility or common carrier pipeline installed by the applicant ever be found to interfere with the construction, maintenance or repair of an existing public road or future public road, the applicant shall, upon the request of the Commissioners' Court, or the County Engineer, promptly change or alter such installation, at its own expense, in such manner that the same no longer interferes with such construction, maintenance or repair.

No utility or common carrier pipeline shall ever be installed so as to interfere with the use of a public road for vehicular or pedestrian traffic, nor so as to interfere with any drainage now or hereafter effected on or along any such road.

Whenever the relocation of public utility is necessitated by the improvement of a county road; such relocation shall be promptly made by the utility company or common carrier company at the rate, cost and expense of said company.

Responsibility for Repairs

The applicant, in accordance with the specifications herein contained and/or the directions of the County Engineer or his designated representatives, shall immediately, at its own expense, repair, or replace all public property and all private property, including, but not limited to, driveways, fences, and mail boxes, located in, along or adjacent to public right-of-way, which may be damaged or destroyed by any action or inaction of the applicant.

In any case in which the public welfare demands immediate action to remedy conditions arising out of the actions or inactions of the applicant and in which it is judged that the applicant cannot provide such immediate action, and in any case in which the permittee has failed to comply with the directions of Commissioners' Court or the County Engineer or his representative, or to comply with the rules of Jefferson County to perform or cause to be performed, at the remedy such conditions or provide compliance with such directions.

SPECIFICATIONS

General

The applicant shall comply with the rules, regulations, principles, and specifications contained here and/or the directions of the County Engineer, or his representatives. Should the County Engineer or his representatives find that the applicant is not in compliance with said rules, regulations, principles, specifications and directions, he will require that the applicant cease all work until such compliance can be obtained. Failure to comply with said rules, regulations, specifications and directions will be cause for issuance of a "Stop Work Order" until such time as said defects are corrected.

Line Crossing, Method of Placement (See Standard Detail)

Any utility or common carrier pipeline crossing a public road, regardless of roadway surfacing or lack thereof, shall be bored, jacked or driven under the roadway and shall be placed in an iron, steel or other approved casing of approximately the same diameter as the utility or common carrier pipeline. Such casing shall extend one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater with the casing location to be determined by the Jefferson County Engineering Department.

Water jetting will not be allowed. Excavation will not be allowed within the road right-of-way.

A minimum cover of six (6) feet must be provided under road ditches.

Uncased, protected lines must have a minimum cover of eight (8) feet.

Where evidence is presented indicating the impracticality of boring, jacking, or driving the line under the roadway, Commissioners' Court may at its option, grant permission for placement by open cut or require relocations of the crossing to another location where the line can be successfully installed by the specified method.

Where placement by open cut is allowed by Commissioners' Court, it shall be in compliance with these specifications:

- a. Casing The line will be fully cased for one hundred and twenty (120) feet or the width of the right-of-way, plus one foot on each side of the right-of-way, whichever is greater; with the casing location to be determined by the Jefferson County Engineering Department.
- b. Backfill The line must be properly bedded to prevent settlement or damage to the line. The excavation shall be backfilled with cement stabilized sand (1 ½ sack per cubic yard) to within 2" of the sub-base and compacted.
- c. Base The base shall be replaced with crushed limestone base material from 2" below the existing base to 1" below the existing top of base and compacted to a minimum 95% Proctor density. In no case shall the compacted thickness of the replacement base be less than 6".
- d. Surface
 1. Dirt, Shell or Gravel Surface The original surface shall be replaced with an equal thickness of shell or gravel, but in no case less than 6" of well-compacted material will be accepted.
 2. Bituminous Surface The original surface shall be replaced with a 1" greater thickness of hot mix, hot laid, asphaltic concrete, but in no case less than 2" thick.
 3. Concrete Surface The original surface shall be replaced with 1" greater thickness of minimum 3000 psi Portland Cement concrete, in no case less than 6" thick. Concrete must be replaced in full panel sections only. Replacement concrete is to be reinforced with ½" diameter deformed reinforcing steel bars, 12" on center or equal. Replacement sections must be accurately positioned with reference to existing sections by means of steel dowel bars. Bituminous overlays or concrete shall be replaced with an equal thickness of hot mix, hot laid asphaltic concrete.

Where a line is installed outside of the roadway area, the excavation may be backfilled with excavated material compacted in 6" lifts, and the right-of-way shall be reshaped to its original contours. Excess excavation shall be hauled away.

Lines paralleling Method of Placement (See Standard Detail)

Where the right-of-way is available, no lines shall be placed closer than ten (10) feet to the edge of pavement nor closer than twenty feet from the center line of a road where the road is not paved. No line shall be placed less than three feet below the flow-line of a road ditch without the permission of Jefferson County Commissioners' Court. (See Standard Detail)

Lines may be placed by an open cut of the road shoulder. When excavated material from the cut is piled along the cut, the permittee shall provide minimum 12" wide weep holes at maximum 200-foot intervals and at all low places to allow drainage of the road and adjacent property into the road ditch.

The line shall be properly bedded and may be backfilled with the excavated material compacted in 6" layers. Excess excavation must be hauled away.

Pole, Lines, Location

Utility lines for the transmission of electrical power, or for telephone or telegraph communications, or for similar purposes, may be installed above ground on timber or other sturdy poles. Poles shall be placed as close as practical to the right-of-way lines but in no case closer than fifteen (15) feet from the edge of pavement without the permission of Commissioners' Court.

No guy wires may be anchored within the right-of-way except in the outer one-foot on each side.

Care shall be taken in the placement of poles to minimize the danger that they present to vehicular traffic. The applicant may in some cases be required to construct guardrails for the protection of the public.

Care shall be taken in the placement of poles to avoid damage to existing underground lines. No poles will be placed where they will block drainage.

Pole lines crossing public roads must provide a minimum twenty-two (22) foot vertical clearance.

Inspection Notice

The permittee will notify the County Engineer, (409) 835-8584, at least 48 hours in advance of the start of construction, or of the resumption of construction if discontinued for more than 5 working days.

Line Markers

All lines crossing public roads shall be identified with appropriate markers installed three (3) feet above ground on metal posts located at the point where such line crosses the right-of-way line.

Lines paralleling shall be marked with similar markers every 400 feet, but in no event less than one city block. Lines paralleling shall be marked with similar markers at all angle points. Such markers shall be placed on the right-of-way line and the offset to the line indicated.

Traffic Control

The applicant shall maintain at least one lane of traffic in each direction open at all times unless permission to the contrary is granted by the County Engineer.

The applicant shall provide all necessary flagmen, barricades, flashers and any other traffic control devices necessary for the protection of the public and of his own personnel.

Bonds

The common carrier applicant will provide a performance bond as Jefferson County Commissioners' Court may require to provide for the protection of public property. The minimum bond required shall be \$5,000.00 per crossing and \$50,000.00 per mile of parallel construction or fraction thereof.

Significantly larger bonds may be required if judged necessary by Jefferson County Commissioners' Court. No work will begin until the County Engineer has been furnished such bond.

Application Fee

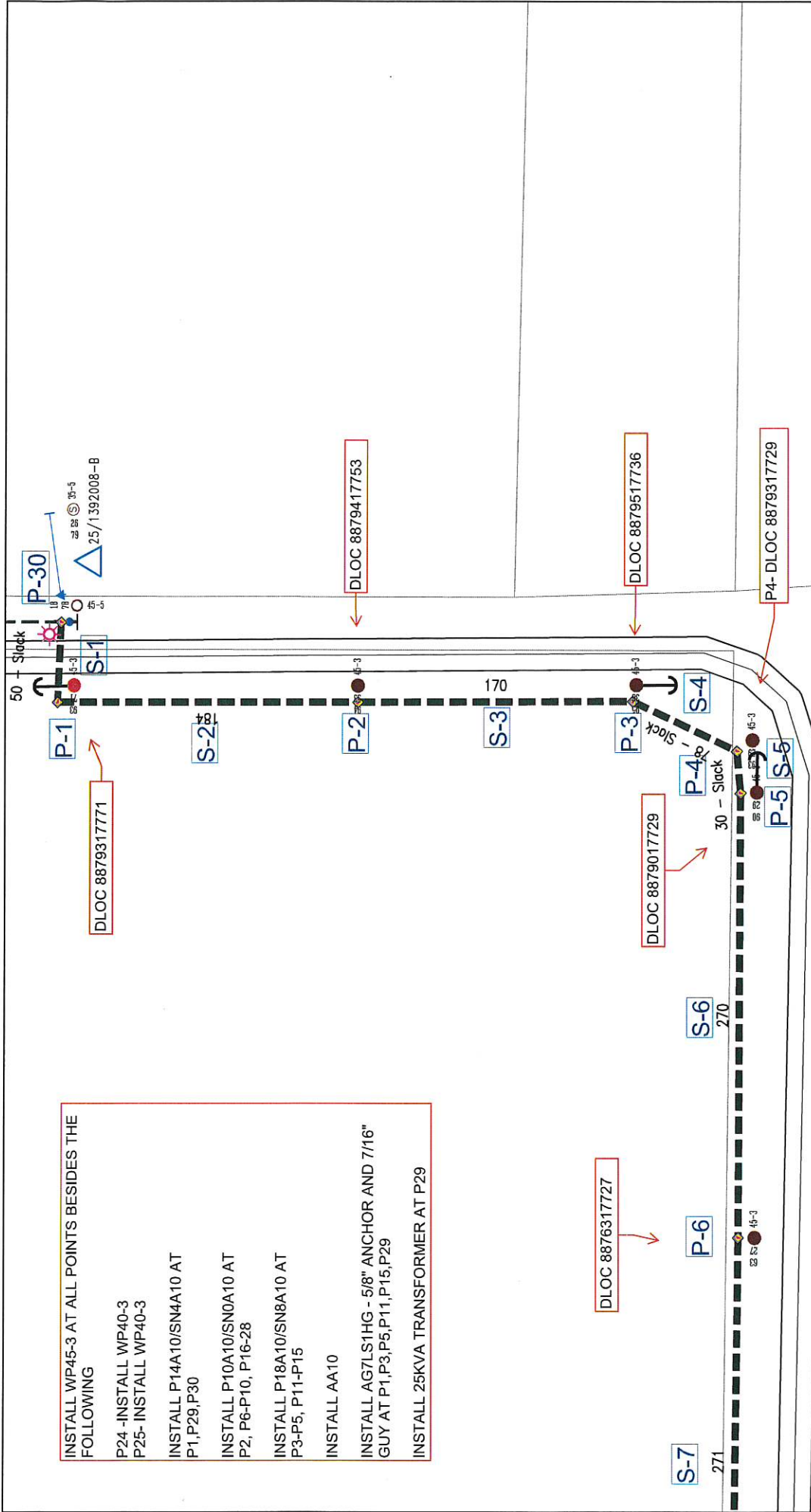
The common carrier application fee shall be \$100.00 per road crossing and \$150.00 per mile of parallel construction or fraction thereof.

ROUTE MAP

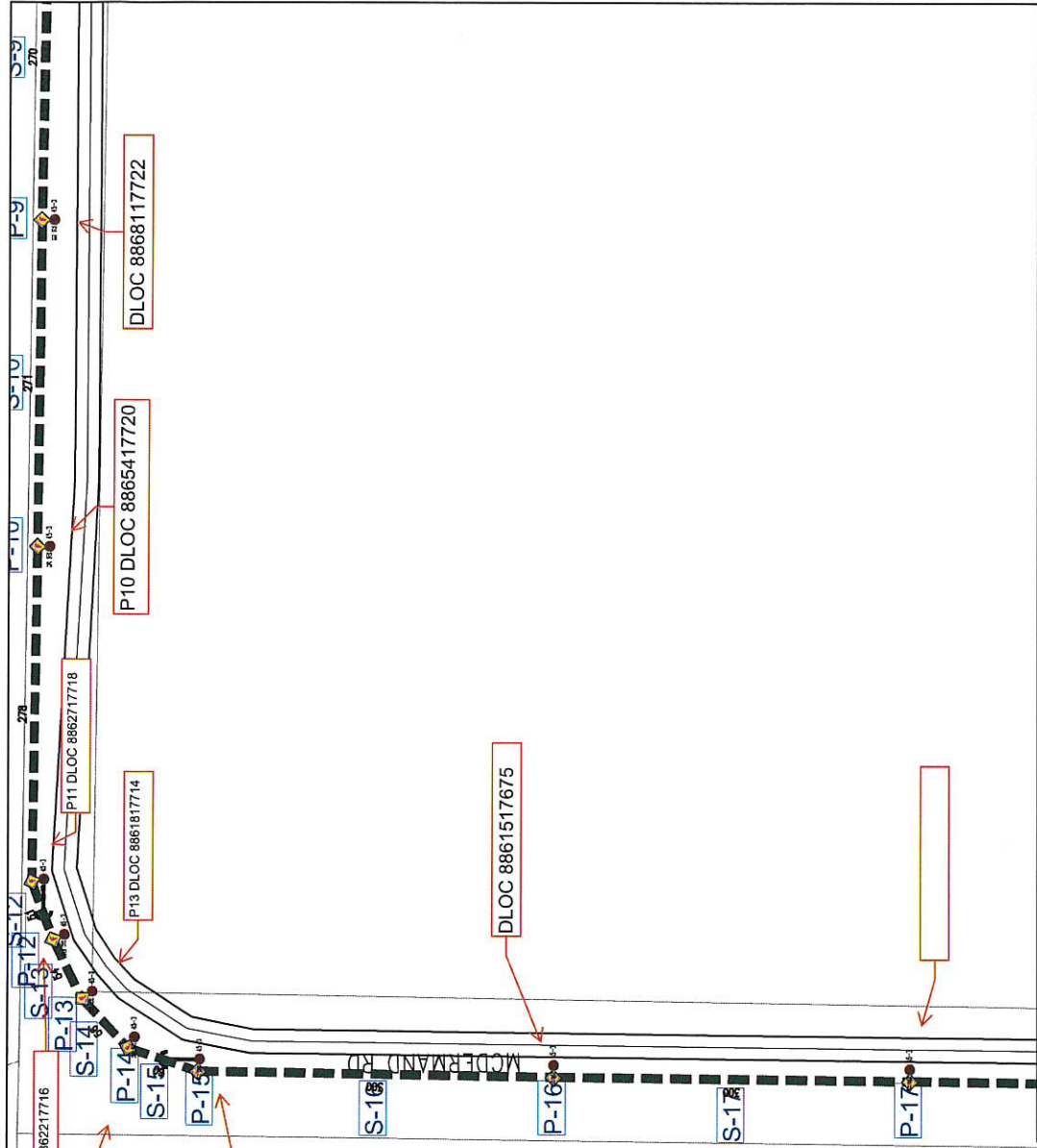
Applicant shall submit with application five (5) prints of the County Road Map accurately showing the location and alignment of the line, including all angle points and all tie-ins for crossings of roads and major streams. Applicant shall use the official Jefferson County Road Map at a scale of 1" = 3 miles. This map can be obtained through the office of the County Engineer.

INSTALL WP45-3 AT ALL POINTS BESIDES THE FOLLOWING

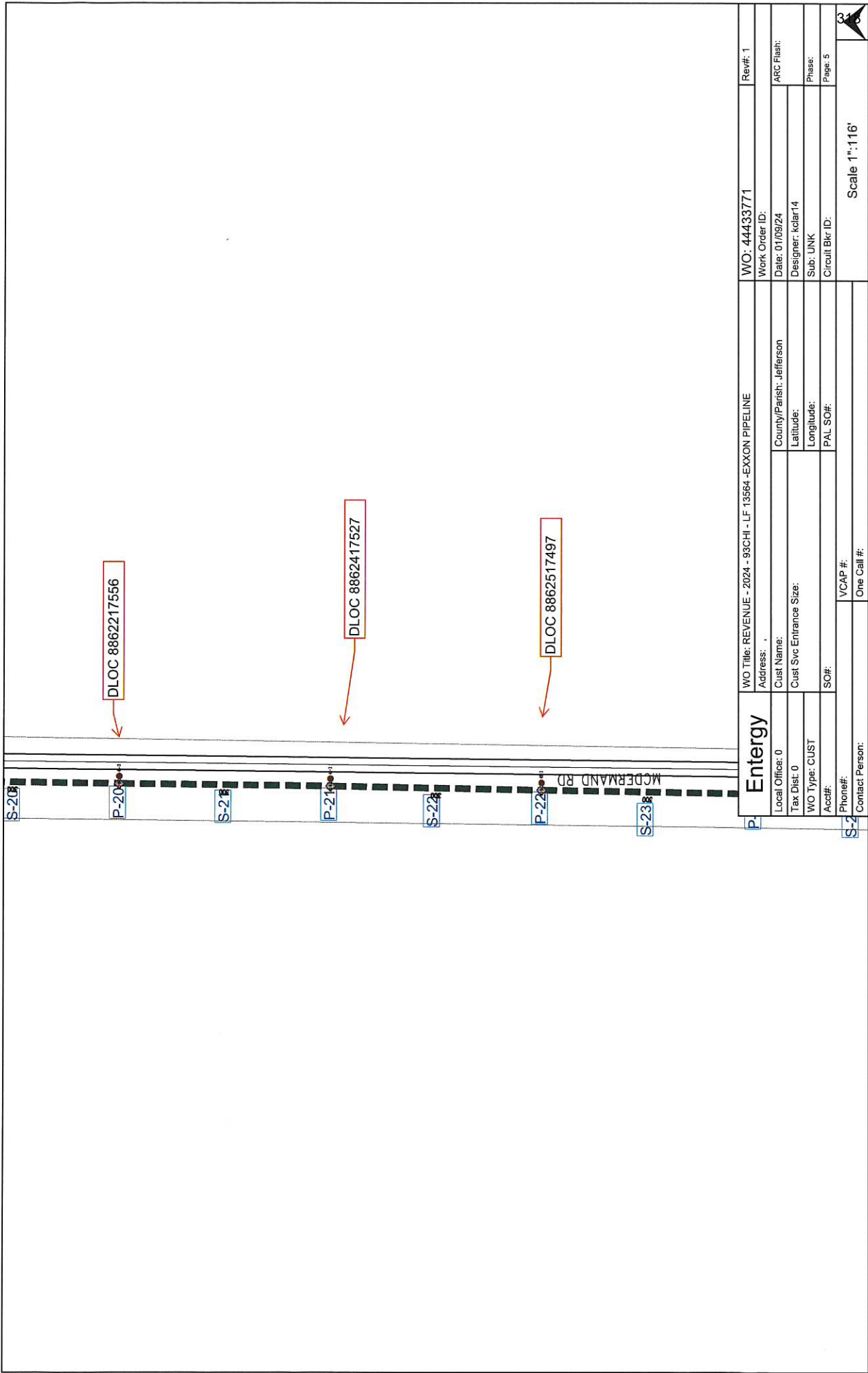
- P24 -INSTALL WP40-3
- P25- INSTALL WP40-3
- INSTALL P14A10/SN4A10 AT P1,P29,P30
- INSTALL P10A10/SN0A10 AT P2, P6-P10, P16-28
- INSTALL P18A10/SN8A10 AT P3-P5, P11-P15
- INSTALL AA10
- INSTALL AG7LS1HG - 5/8" ANCHOR AND 7/16" GUY AT P1,P3,P5,P11,P15,P29
- INSTALL 25KVA TRANSFORMER AT P29



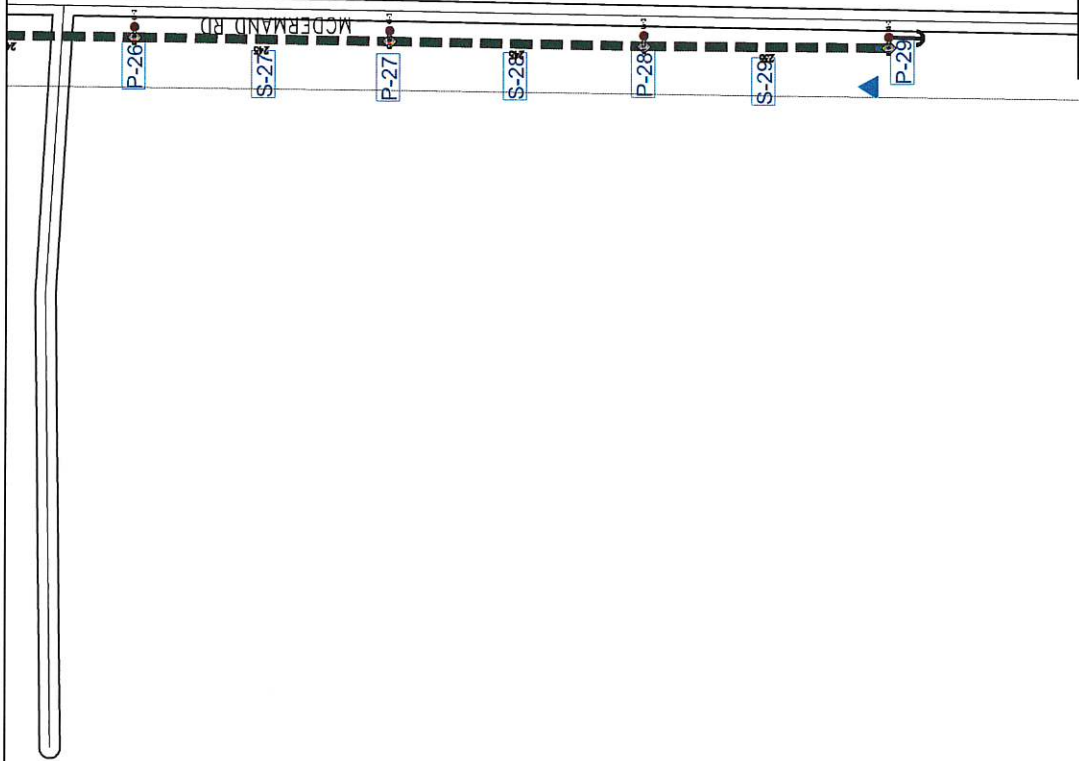
Entergy		WO Title: REVENUE - 2024 - 93CHI - LF 13564 -EXXON PIPELINE	WO: 44433771
Local Office: 0	Cust Name: McDermand Rd (beaumont)	Work Order ID:	Rev#: 1
Tax Dist: 0	Cust Svc Entrance Size:	Date: 01/09/24	ARC Flash:
WO Type: CUST	SO#: N/A	Designer: kclar14	Phase:
Acct#: N/A	Phone#: VCAP #:	Sub: UNK	Page:
Contact Person:	One Call #:	Circuit Bkr ID:	3
Scale 1"=56'			6



Entergy		WO Title: REVENUE - 2024 - 93CHI - LF 13564 - EXXON PIPELINE	WO: 44433771	Rev#: 1
Address: .		Work Order ID:		
Local Office: 0	Cust Name:	County/Parish: Jefferson	Date: 01/09/24	ARC Flash:
Tax Dist: 0	Cust Svc Entrance Size:	Latitude:	Designer: kclar14	Phase:
WO Type: CUST	SO#:	Longitude:	Sub: UNK	Page: 3
Phone#:	VCAF #:	PAL SO#:	Circuit Bkr ID:	
Contact Person:	One Call #:	Scale 1"=96'		



Energy		WO Title: REVENUE - 2024 - 93CHI - LF 13564 -EXXON PIPELINE	WO: 44433771	Rev#: 1
Address:	County/Parish: Jefferson	Work Order ID:		
Local Office: 0	Latitude:	Date: 01/09/24	ARC Flash:	
Tax Dist: 0	Longitude:	Designer: kclar14	Phase:	
WO Type: CUST	PAL SO#:	Sub: UNK	Page: 5	
Acct#:	VCAP #:	Circuit Bkr ID:	Scale 1"=116'	
Phone#:	One Call #:			
Contact Person:				



Entergy		WO Title: REVENUE - 2024 - 93CHI - LF 13564 - EXXON PIPELINE	WO: 44433771	Rev#: 1
Address: .		Work Order ID:		
Local Office: 0	Cust Name:	County/Parish: Jefferson	Date: 01/09/24	ARC Flash:
Tax Dist: 0	Cust. Svc Entrance Size:	Latitude:	Designer: kclar14	Phase:
WO Type: CUST	SO#:	Longitude:	Sub: UNK	Page: 7
Phone#:	VCAF #:	Circuit Bkr ID:		
Contact Person:	One Call #:	Scale 1"=116'		

Permit Number: 02-P-24
Precinct Number: 2
Bond Number: 9442925

APPLICATION FOR PIPE LINE PERMIT

Date: 02/22/2024

HONORABLE COMMISSIONERS' COURT
JEFFERSON COUNTY
BEAUMONT, TEXAS 77701

Ladies or Gentlemen:

Energy Transfer Spindletop LLC _____, (Company)

does hereby made application to use lands belonging to Jefferson County, for the purpose of constructing, maintaining or repairing a pipe line for the distribution of location of which is fully described as follow: Ethylene pipeline crossing Hebert Road approximately .92 miles from Hwy 93.

Number of drawings attached 2

Construction will begin on or after APRIL 1 2024

It is understood that all work will comply with requirements of the Pipe Line Policy adopted by Jefferson County Commissioners' Court on _____ and all subsequent revisions thereof to date.

Enclosed, please find the required permit fee:

<u>1</u>	Road crossing @\$100.00	\$ <u>100.00</u>
_____	Miles parallel @\$150.00/mile or fraction	\$ _____
TOTAL		\$ <u>100.00</u>

We understand that a Performance Bond will be required to protect against damage to Jefferson County's property. This will be **\$5,000.00 per crossing** and **\$50,000.00 per mile** or fraction thereof for parallel construction unless a special hazard to Jefferson County's property is judged exist. No work will begin until the County Engineer has been furnished such bonds as Jefferson County Commissioners' Court may choose to require.

Permit is issued for a period of twenty-five (25) years, at which time the permit must be renewed.

Energy Transfer Spindletop LLC
Company Name

1300 Main, Houston, TX 77004
Address

Kevin Taliaferro as Sr. Director - ROW
Company Representative Name/Title

214-840-5630
Phone Number

ENGINEERING ACTION FORM

The minimum standard bond required is \$ 5,000.00

Michelle [Signature]
County Engineer

03/05/2024
Date

COMMISSIONERS COURT ORDER

On this date the attached application of a utility or common carrier pipeline came on for the Courts consideration, and the Court having considered the application is of the opinion that the applicant is a utility or common carrier pipeline company meeting all the requirements of County Policy for installation of a line in County roads and that the plans or details presented with said application did not appear to violate the County Regulations. It is ORDERED that said applicant shall comply with all provisions of the Utility and Common Carrier Pipe Line Policy adopted by this Court, and all subsequent revisions. The bond required shall be \$ 5,000.00. Special conditions of construction (are/are not) attached hereto.

COMMISSIONERS COURT

By *[Signature]*
County Judge

ATTEST *[Signature]* 8

DATE 3/5/2024



Bond No. 9442925

LICENSE OR PERMIT BOND

KNOW ALL MEN BY THESE PRESENT:

That we, ENERGY TRANSFER SPINDLETOP LLC, as Principal, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation organized under the laws of the State of IL with its principal office in the City of Schaumburg as Surety, are held and firmly bound unto JEFFERSON COUNTY, TEXAS as Obligee, in the full penal sum of Five Thousand and 00/100 Dollars (\$ 5,000.00), lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrator, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal has obtained or is about to obtain from the said Obligee a license or permit for Right-of-Way; Access for Hebert Road and the term of said license or permit is as indicated opposite the space checked below:

X Beginning the 13th day of February 2024, and ending the 13th day of February 2025. Continuous, beginning the ___ day of ___.

WHEREAS, the Principal is required by law to file with JEFFERSON COUNTY, TEXAS 1149 Pearl Street, 5th Floor, Beaumont, TX, 77701 a bond for the above indicated term and conditioned as hereinafter set forth.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the above bounded Principal as such licensee or permittee shall indemnify said Obligee against all loss, costs, expenses of damage to it caused by said Principal's non-compliance with or breach of any laws, statues, ordinances, rules or regulations pertaining to such license or permit issued to the Principal, which said breach or non-compliance shall occur during the term of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

PROVIDED, that if this bond is for a fixed term, it may be continued by Certificate executed by the Surety hereon; and

PROVIDED FURTHER, that regardless of the number of years this shall continue or be continued in force and of the number of premiums that shall be payable of paid the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the amount of this bond, and

PROVIDED FURTHER, that if the Surety shall so elect, this bond may be cancelled by the Surety as to subsequent liability by giving thirty (30) days notice in writing to said Obligee.

Signed, sealed and dated this 13th day of February 2024.

ENERGY TRANSFER SPINDLETOP LLC By: [Signature] (SEAL)

FIDELITY AND DEPOSIT COMPANY OF MARYLAND By: Amanda George (SEAL) Amarida George, Attorney In Fact

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Michael J. HERROD, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies,
this 13th day of February, 2024.



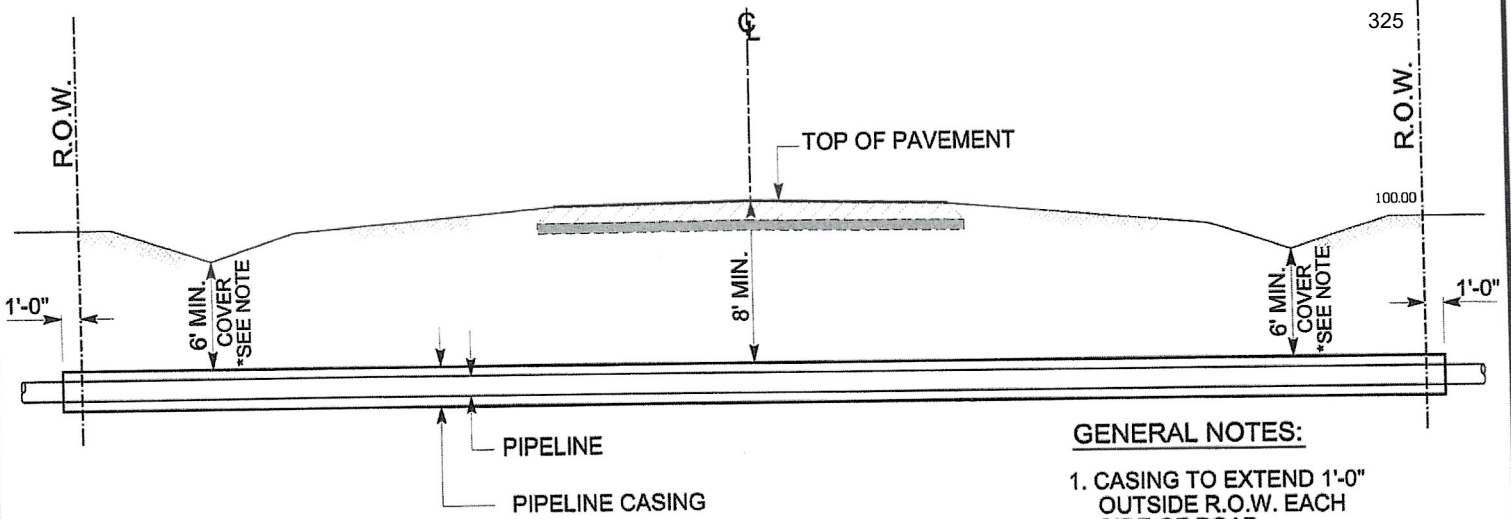
Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

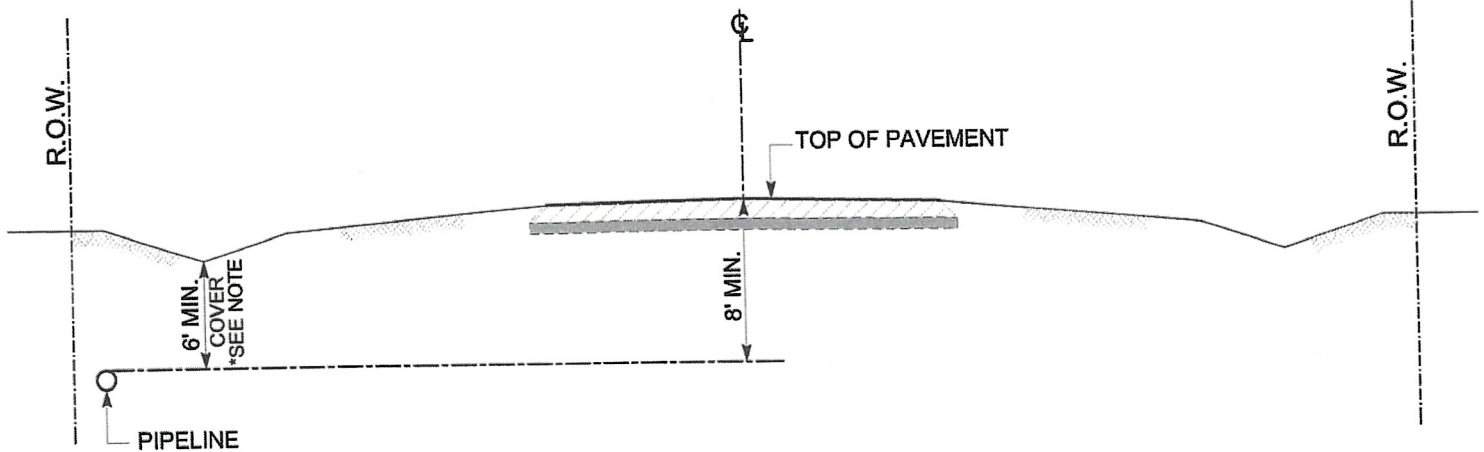


GENERAL NOTES:

1. CASING TO EXTEND 1'-0" OUTSIDE R.O.W. EACH SIDE OF ROAD
2. JEFFERSON COUNTY MAY EXEMPT CASING IN LIEU OF OTHER SUFFICIENT METHODS FOR PROTECTING THE PIPELINE AND PUBLIC RIGHT OF WAY
3. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

1.) STANDARD PIPELINE CROSSING

N.T.S



GENERAL NOTES:

1. * 6'-0" MINIMUM COVER AT LOWEST DITCH FLOW LINE ELEVATION

2.) STANDARD PARALLEL LINE

N.T.S



JEFFERSON COUNTY
ENGINEERING DEPARTMENT

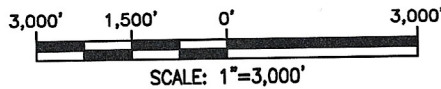
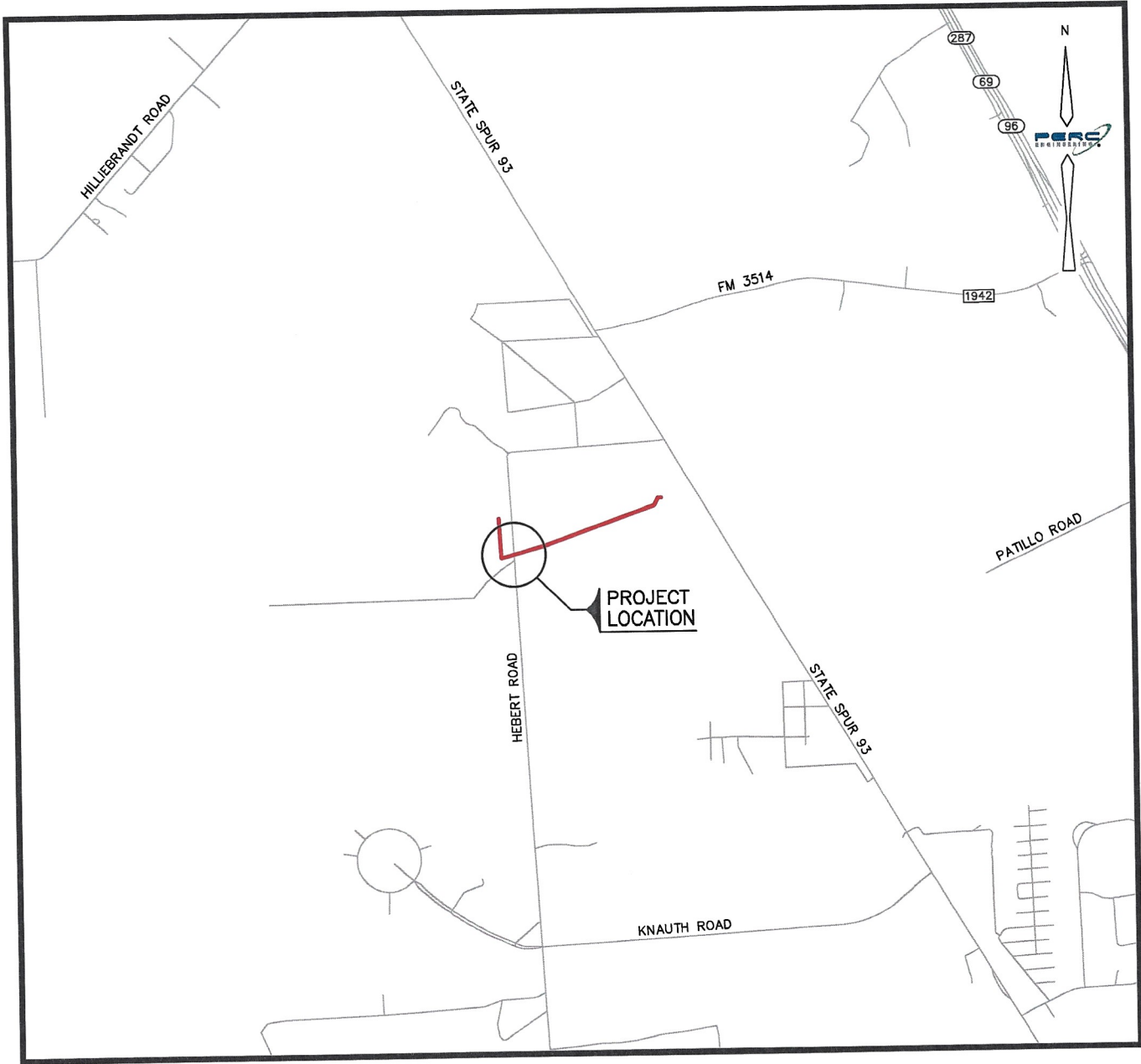
PIPELINE DETAILS (STD)

DRAWN:	J.D.	REVISED: 01/15/2020	SHEET NO. 1 OF 1
CHECKED:	S.S.		

JEFFERSON COUNTY, TEXAS

326

W. D. CHENNETH SURVEY, A-104 & W. N. SIGLER SURVEY, A-48



PERC
ENGINEERING

Firm No. 10194323
1880 S. Dairy Ashford Road
Suite 606
Houston, TX 77077
(281) 506-2176

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=3,000'		CONSTR. YR.		ENERGY TRANSFER SPINDLETOP LLC HOUSTON, TEXAS		PROJECT NO. 0584906	
FILENUMBER	CADD FILENAME 4906W001C	DRAWN WAS	DATE 12/23					PREVIOUS DWG. NO.	
REV. NO. - DESCRIPTION	BY	DATE	APP.			FLEXPOR ETHYLENE PIPELINE PROPOSED 12" PIPELINE ACROSS HEBERT ROAD JEFFERSON COUNTY, TEXAS		SHT. OF	
A PRELIMINARY	WAS	12/23	PERC					DWG. NO.	
B REVISED ENTITY NAME	WAS	12/23	PERC					058-4906-W001 SHT. 1 OF 2	
C ISSUED FOR ACQUISITION	ES	02/24	PERC						

2/14/2024 8:10 AM EriSolis 4906W001C 1"=3,000'



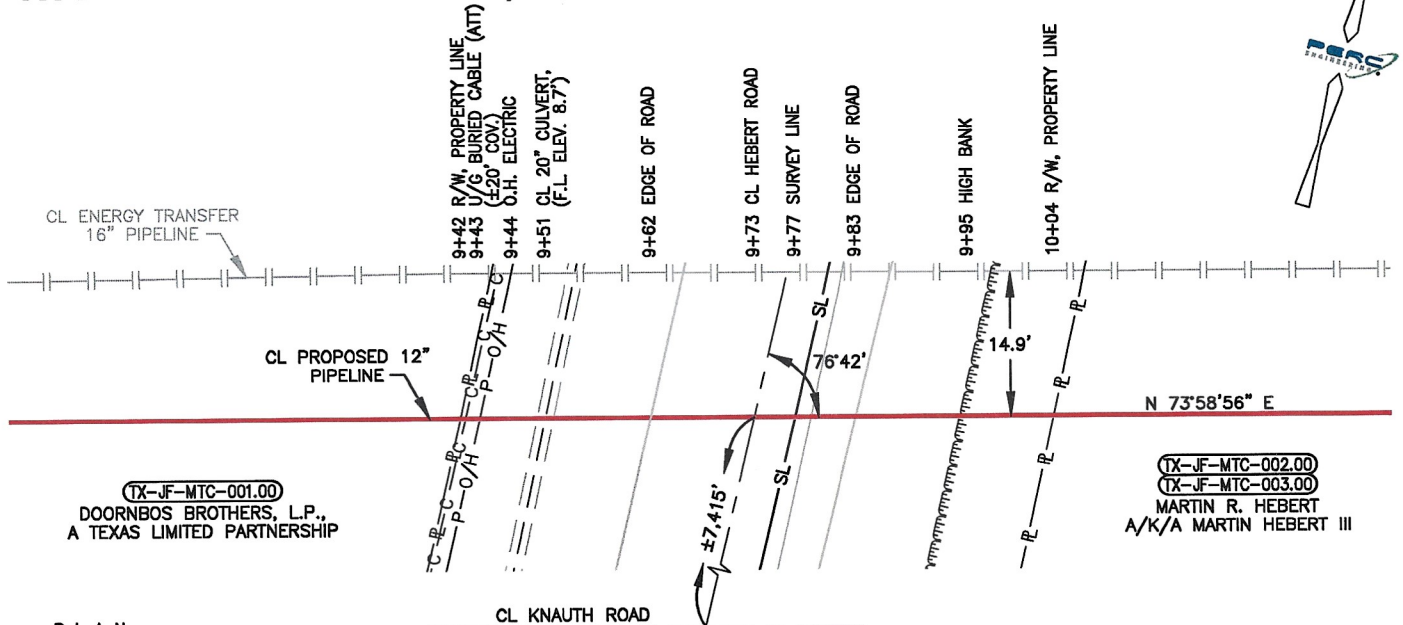
JEFFERSON COUNTY, TEXAS

327



W. D. CHENNETH SURVEY, A-104

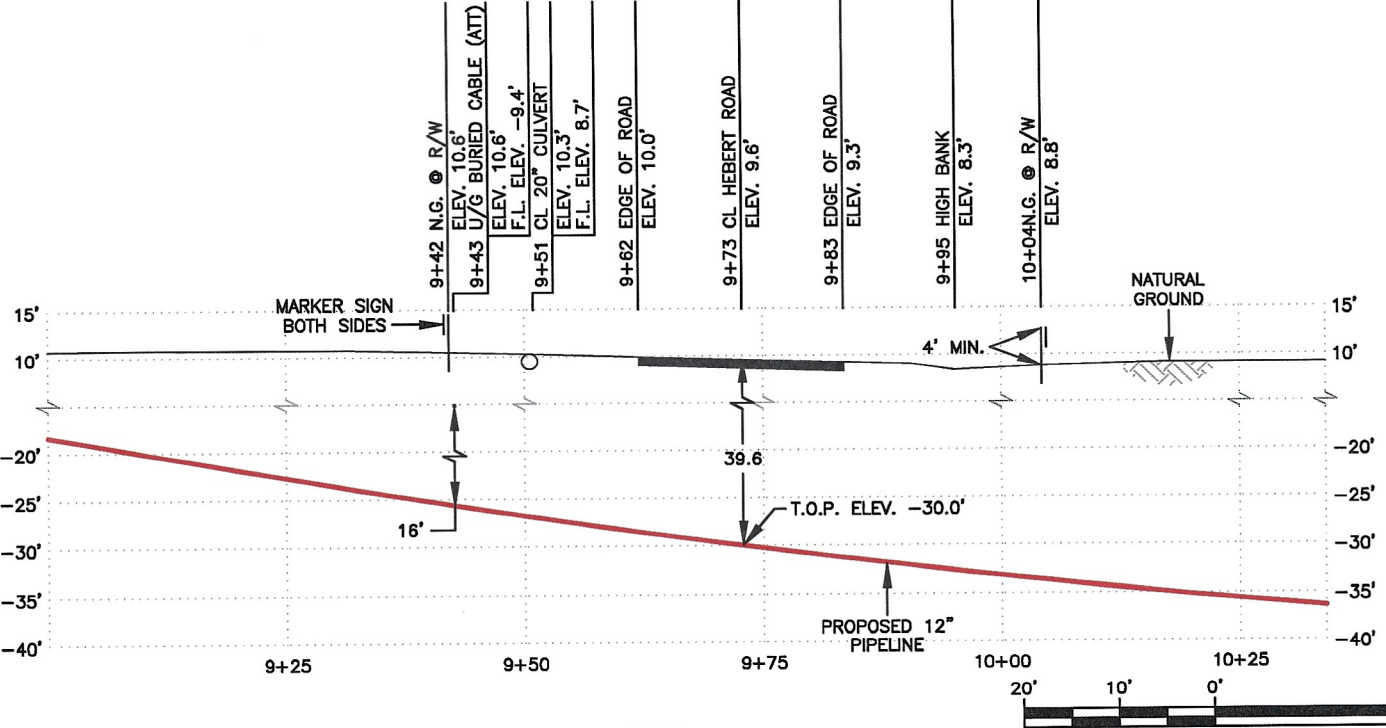
W. N. SIGLER SURVEY, A-48



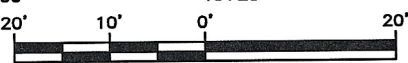
TX-JF-MTC-001.00
DOORNBOS BROTHERS, L.P.,
A TEXAS LIMITED PARTNERSHIP

TX-JF-MTC-002.00
TX-JF-MTC-003.00
MARTIN R. HEBERT
A/K/A MARTIN HEBERT III

PLAN
SCALE: 1"=20'



T.B.M.
CL HEBERT ROAD
● STA. 9+73
ELEV. 9.6'



SCALE: 1"=20'

PROFILE

SCALE: 1"=20', HORZ. & VERT.

PIPE SPECIFICATIONS
CARRIER PIPE: 12.750"O.D. x 0.500"W.T.,
API 5L GR X65 ERW PIPE
w/ 14-16 MILS FUSION BOND EPOXY COATING
& 30-40 MILS ARO COATING
MAX. OPER. PRESSURE: 2,220 PSIG
MIN. TEST PRESSURE: 2,775 PSIG
MIN. YIELD STRENGTH: 65,000 PSI

- NOTES:**
- 1) PIPELINE TO BE INSTALLED BY DIRECTIONAL DRILL METHOD.
 - 2) ALL BEARINGS AND COORDINATES CONTAINED HEREIN ARE GRID BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83), U.S. SURVEY FEET, NAVD 88 ELEVATIONS.



Firm No. 10194323
1880 S. Dairy Ashford Road
Suite 606
Houston, TX 77077
(281) 506-2176

PIPELINE, STATION, OR ACCOUNT NUMBER		SCALE 1"=20'		CONST. YR.		ENERGY TRANSFER SPINDLETOP LLC HOUSTON, TEXAS		PROJECT NO. 0584906		
FILENUMBER	CADD FILENAME	DRAWN WAS	DATE							
4906W001C			12/23			FLEXPORT ETHYLENE PIPELINE PROPOSED 12" PIPELINE ACROSS HEBERT ROAD JEFFERSON COUNTY, TEXAS		PREVIOUS DWG. NO. SHT. OF DWG. NO. 058-4906-W001 SHT. 2 OF 2		
REV. NO.	DESCRIPTION	BY	DATE	APP.						
A	PRELIMINARY	WAS	12/23	PERC						
B	REVISED ENTITY NAME	WAS	12/23	PERC						
C	ISSUED FOR ACQUISITION	ES	02/24	PERC						



2/14/2024 8:10 AM EriSolis 4906W001C 1"=20'

1/30/2024 02/22/2024
Application Date

N/A
State Permit Number
(If Applicable)



Permit Number
2
Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Energy Transfer Spindletop LLC Phone Number: 214-840-5630

Business Address: 1300 Main Street, Houston, Texas 77002

Local Representative: MARK BAND 281-932-0263

Description of Work/Type/Location: pipeline construction activities

Description of Route: .92 miles of Hebert Road from Hwy 93

Bond Number: 9442926 Bond Amount: \$100,000.00

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Energy Transfer Spindletop LLC
Business Name

1300 Main Street, Houston, Texas 77002
Mailing Address

Kevin Tahaferro as Sr. Director - ROW
Representative Name and Title

Kevin Tahaferro 1/30/2024
Representative Signature and Date

Jefferson County

County Engineer

Precinct Superintendent

Ernest Clement
Engineering Specialist



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

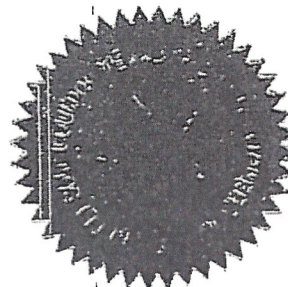
AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY


1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013

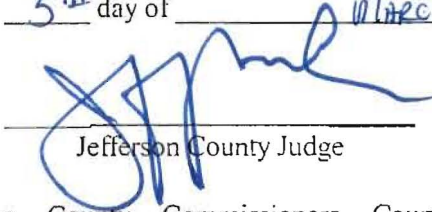




JUDGE JEFF R. BRANICK
County Judge

- 4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.
- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Hebert Road and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5th day of MARCH, 2024



Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 5th day of MARCH, 2024

Attest:



Jefferson County Clerk



Kevin Taliaferro
Authorized Agent for Energy Transfer Spindletop LLC
Kevin Taliaferro as Sr. Director - ROW

THE STATE OF TEXAS,

COUNTY OF JEFFERSON

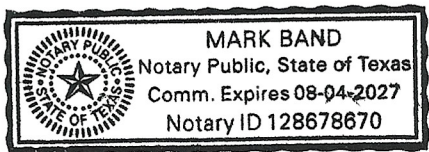
§
§
§

I, MARK BAND a notary public, do hereby certify that on this 30th day of January, 2024, personally appeared before me Kevin Talafecto, being by me first duly sworn, declared that he is the Sr. Director-ROW of Energy Transfer Spindletop LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 30th day of JANUARY, 2024.



Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires





ZURICH

Performance and Completion Bond

Bond No. 9442926

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Energy Transfer Spindletop LLC as Principal, and Fidelity and Deposit Company of Maryland a corporation duly incorporated under the laws of the State of Maryland and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, as Obligee, in the penal sum of One Hundred Thousand and no/100 ***** (\$100,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:
HDD Pipeline installation under Hebert Road. (the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that the Permitted Work will be:

1. Complete within the prescribed time limits all work required under the terms and conditions of the Permit, including the application, plans and specifications, as approved by _____
2. Provide and maintains the Security in full force and effect until all work under this Permit, including stormwater management facilities, where applicable, is completed and accepted by Jefferson County

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on February 13, 2024.

PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability thereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.

SIGNED, SEALED AND DATED this February 13, 2024.

Energy Transfer Spindletop LLC

By: [Signature]
Principal

Fidelity and Deposit Company of Maryland

By: [Signature]
Amanda George Attorney-In-Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint to Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Michael J. HERROD, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 16th day of January, A.D. 2024.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 16th day of January, A.D. 2024, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, Robert D. Murray, Vice President and Dawn E. Brown, Secretary of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

GENEVIEVE M. MAISON
NOTARY PUBLIC
BALTIMORE COUNTY, MD
My Commission Expires JANUARY 27, 2025



EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 38 per hour x _____ hours = \$ _____

Equipment Operator \$ 35 per hour x _____ hours = \$ _____

Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x _____ hours = \$ _____

Grader \$ 100 per hour x _____ hours = \$ _____

Other \$ 100 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ Hebert Road

See Attached Rate Sheet



RUA Road List

1) Hebert Road_.92 miles

02/20/2024

02-OW-24

Application Date

Permit Number

N/A

4

State Permit Number
(If Applicable)

Precinct Number



JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Air Products and Chemicals, Inc. Phone Number: 610-481-7497

Business Address: Attn: Manager Real Estate, 1940 Air Products Blvd., Allentown, PA 18106-5500,
Email: CORPREAL@airproducts.com

Local Representative: Tom Houser 281-874-7120

Description of Work/Type/Location: An industrial gas logistics facility owned by Air Products and located at
6900 Erie St., Beaumont, TX 77705

Description of Route: Traveling along a 2 mile stretch of Erie St. from Cardinal Drive to 6900 Erie St.,
Beaumont, TX 77705

Bond Number: K41795864 Bond Amount: \$200,000.00

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Air Products and Chemicals, Inc.
Business Name

Air Products Blvd., Allentown, PA 18106-5500
Mailing Address

Jefferson County
Michael J. [Signature]
County Engineer

Michael [Signature]
Precinct Superintendent

[Signature] Ernest Clement
Engineering Specialist

DWH ENRIQUE MILLAN GENERAL MANAGER
Representative Name and Title

[Signature] 2/8/24
Representative Signature and Date

JEFFERSON COUNTY, TEXAS
ROAD AND BRIDGE DEPARTMENT
PERMIT BOND FOR HEAVY LOADS

KNOW ALL MEN BY THESE PRESENTS:

THE STATE OF TEXAS }
COUNTY OF JEFFERSON }

THAT WE, Air Products and Chemicals, Inc. (Company Name) of
1940 Air Products Blvd. Allentown, PA 18106 (Address) ,as
principal, and Federal Insurance Company (surety company) a
corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto
The County of Jefferson, Texas in the penal sum of \$200,000.00, to the payment of which,
well and truly be made, we hereby bind ourselves, our heirs, executors, administrators and assigns.

With this bond, the Principal and/or Surety will pay the County of Jefferson, for any and all damages that
it causes to any road, bridge, or any other structure owned or maintained by the County of Jefferson,
these damages include those by virtue of the operation of any equipment by the Principal, its agents,
employees, or subcontractors.

DATED this 1st day of April, 2024.

Pete M. Feno
SURETY (SIGNATURE)
Peter M Feno Attorney-in-Fact
(PRINT OR TYPE NAME)
Federal Insurance Company
COMPANY NAME AND ADDRESS
436 Walnut Street, Philadelphia, PA 19106
PHONE NO.: 215-640-2697

Karen L Harwick
PRINCIPAL (SIGNATURE)
Karen L Harwick
(PRINT OR TYPE NAME)
Air Products and Chemicals, Inc.
COMPANY NAME AND ADDRESS
1940 Air Products Blvd. Allentown, PA 18106-5500
PHONE NO.: 610-481-2561

(ATTACH POWER OF ATTORNEY)

Bond Expiration Date: April 1st, 2025

Bond Number: K41795864



Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that **FEDERAL INSURANCE COMPANY**, an Indiana corporation, **VIGILANT INSURANCE COMPANY**, a New York corporation, **PACIFIC INDEMNITY COMPANY**, a Wisconsin corporation, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Eugene A. Bartoli, Mike Cominsky, Peter M. Feno, Janine Krystofosky, Louri Weidow and Derek Zambino of Wilkes Barre, Pennsylvania -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said **FEDERAL INSURANCE COMPANY**, **VIGILANT INSURANCE COMPANY**, **PACIFIC INDEMNITY COMPANY**, **WESTCHESTER FIRE INSURANCE COMPANY** and **ACE AMERICAN INSURANCE COMPANY** have each executed and attested these presents and affixed their corporate seals on this 11th day of **February, 2020**.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

ss.

On this 11th day of **February, 2020** before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



KATHERINE J. ADELAAR
NOTARY PUBLIC OF NEW JERSEY
No. 2316685
Commission Expires July 16, 2024

Katherine J. Adelaar
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of April, 2024



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com



STATE OF TEXAS
COUNTY OF JEFFERSON

COMMISSIONERS' COURT
OF JEFFERSON COUNTY, TEXAS

**AN ORDER REGARDING ROAD USE IN
JEFFERSON COUNTY**


1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





JUDGE JEFF R. BRANICK
County Judge

STATE OF TEXAS §
COUNTY OF JEFFERSON §

**ROAD USE AGREEMENT BETWEEN JEFFERSON COUNTY
AND AIR PRODUCTS AND CHEMICALS, INC.**

WHEREAS, Air Products and Chemicals, Inc. (hereinafter "Company") intends to conduct operations of a helium logistics facility [describe operation], (hereinafter the "Project") at a site located on 6900 Erie St., Beaumont, TX 77705 (county road name) located in Precinct No. _____; and

WHEREAS, the proposed project will require the transportation of heavy equipment or loads (loads shall include any building supplies, material or other bulk loads, including rock, gravel, cement, asphalt, timber, etc. in amounts that exceed the capacity of the road) over one or more Jefferson County, Texas road(s) identified as: [1st road name] and County [2nd road name]:

- 1. County Road Erie Street,
- 2. County Road _____; and

WHEREAS, the weight of the equipment will exceed the load bearing capacity of the identified county roads and bridges on the proposed route; and

WHEREAS, the transportation of the equipment or loads may cause substantial damage to the county roads and bridges; and

WHEREAS, Company and Jefferson County, Texas (hereinafter "County") agree that the transportation of this equipment or loads is necessary for the Project and that the County should be compensated for any damages or additional maintenance costs incurred by the County as a result of the Project; and

WHEREAS, the Company and County hereby agree and contract as follows:

- 1. Company may utilize County road Erie Street and County road _____ for the transport of all necessary equipment and/or loads to the Project location on the designated county roads without weight limitations for a time period from a commencement date of 01 April, 2024 to a termination date of 01 April, 2025. The Project time period may be extended only by written agreement of the County after not less than five (5) days notice of a need for extension by Company.
- 2. Company shall pay County its actual cost, including labor, equipment use (including fuel, depreciation and overhead costs) and materials, for all repairs, replacement or maintenance incurred as a result of the transport of equipment to or from the Project location. An estimate of these costs is attached as Exhibit 1 and incorporated herein by reference.
- 3. Company shall provide County details of preliminary work Company will perform prior to use of road, for example: install two 1" X 8' X 25' steel plates across the bridge located north of the intersection of County [road name: _____] and County [2nd road name: _____] for additional support.

- 4. Company shall provide a surety bond in the sum of [\$ \$200,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: Erie Street and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5TH day of MARCH, 2024



 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 5th day of MARCH, 2024

Attest:



 Jefferson County Clerk



Emy Nley DYL

 Authorized Agent for Air Products and Chemicals, Inc.
GENERAL MANAGER

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:
 Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 38 per hour x hours = \$

Equipment Operator \$ 35 per hour x hours = \$

Other \$ 25 per hour x hours = \$

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x hours = \$

Grader \$ 100 per hour x hours = \$

Other \$ 100 per hour x

hours = \$

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ per hour x hours = \$

Asphalt \$ 168 Per Ton + \$ per hour x hours =

Other at \$ 168 Per Ton + \$ per hour x

hours = \$

Total for [1st road name] \$

ABOVE ARE AVERAGE ESTIMATES. SEE ATTACHED PRICING.

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
1. Grade CRS-2 Emulsion		\$2.80 Per gallon
2. Grade SS-1		\$ 2.80 Per gallon
3. Grade AE-P		\$3.25 Per Gallon
Vendor's Shipping Point Address:	100112 East Pt. Neches, Pt. Neches, TX 77651	
Hours of Hopper Operation:	7:00 am – 4:00 pm	

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
1. Grade CRS-2 Emulsion		\$2.98 Per gallon
2. Grade AE-P		\$3.43 Per Gallon
Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587	
Hours of Hopper Operation:	24 hours a day / 7 days a week	
Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450	

III. Asphalt Products – Delivery to Project Location (Location will vary)		
1. Grade CRS-2 Emulsion		\$2.98 Per gallon
2. Grade SS-1		\$2.98 Per gallon
3. Grade AE-P		\$3.43 Per Gallon
Vendor's Shipping Point Address:	300 Christy Place South, Houston, TX 77587	
Hours of Hopper Operation:	24 hours a day / 7 days a week	
Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450	
Additional Mileage Cost	None	

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

IFB 22-052/MR
Term Contract for Dust Suppressant for Jefferson County
Awarded: October 11, 2022
Current Pricing

Renewal 1: 10/10/2023 – 10/9/2024

Updated 10/10/2023

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u>	\$ <u>18.00</u>
	Coverage Rate Square Yard per gallon
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	25.6 sq. yd. per gallon
TOTAL	<u>\$990 per 55 gal drum</u>

Base Seal International, Inc.
 9107 Hudson Court
 Houston, TX 77024
 Atten: Carol Bowers
 Ph: 281-497-7743
Base-seal@att.net

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

I. Asphalt Products – Direct Pick Up at Vendor's Asphalt Storage/Production Facility		
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Additional Mileage Cost	None	

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

Current Pricing
IFB 21-003/YS
Term Contract for Limestone Rock Asphalt for Jefferson County
Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23
 Renewal 2: 02/28/23 to 02/27/24

Updated 02/14/2023

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale, Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle, Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2c	TRUCK DELIVERY – Hamshire, Limestone Rock Asphalt premix, Type I CC	\$99.30 \$130.91 \$151.36 \$160.47 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2d	TRUCK DELIVERY – Hebert, Limestone Rock Asphalt premix, Type I CC	\$98.99 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2e	TRUCK DELIVERY – China Road, Limestone Rock Asphalt premix, Type I CC	\$97.90 \$131.10 \$151.60 \$160.70 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2f	TRUCK DELIVERY – Viterbo Road, Limestone Rock Asphalt premix, Type I CC	\$99.45 \$131.48 \$152.08 \$161.16 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2g	TRUCK DELIVERY – Boyt Road, Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC
 PO Box 791550
 San Antonio TX 78279
 attn: Julia Farrar
Farrarj@vmcmail.com
 ph: 210-965-0419/fx: 210-524-3555

Current Pricing
IFB 21-003/YS
Term Contract for Limestone Rock Asphalt for Jefferson County
Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23
 Renewal 2: 02/28/23 to 02/27/24

Updated 02/14/2023

		Vulcan Construction Materials, LLC
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Vulcan Construction Materials, LLC
 PO Box 791550
 San Antonio TX 78279
 attn: Julia Farrar
Farrarj@vmcmail.com
 ph: 210-965-0419/fx: 210-524-3555



JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

Current Pricing

IFB 19-047/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, November 12, 2019

Renewal 1: 11/11/2020 – 11/10/2021

Renewal 2: 11/10/2021 – 11/09/2022

Renewal 3: 11/09/2022 – 11/08/2023

Renewal 4: 11/08/2023 – 11/07/2024

Updated: 10/30/2023

	Base Seal International
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.
 9107 Hudson Court
 Houston TX 77024
 attn: Carol and Danny Bowers
base-seal@att.net
 ph: 281-497-7743
 fx: 855-311-8604





03-OW-24

~~1/30/2024~~ 02/22/2024
Application Date

N/A
State Permit Number
(If Applicable)



Permit Number
2
Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: Energy Transfer Spindletop LLC Phone Number: 214-840-5630

Business Address: 1300 Main Street, Houston, Texas 77002

Local Representative: MARK BAND 281-932-0263

Description of Work/Type/Location: pipeline construction activities

Description of Route: .92 miles of Hebert Road from Hwy 93

Bond Number: 9442926 Bond Amount: \$100,000.00

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

Energy Transfer Spindletop LLC
Business Name

1300 Main Street, Houston, Texas 77002
Mailing Address

Kevin Talafecto as Sr. Director -ROW
Representative Name and Title

Kevin Talafecto 1/30/2024
Representative Signature and Date

Jefferson County
Michael [Signature]
County Engineer

Mike [Signature]
Precinct Superintendent

Ernest Clement
Engineering Specialist



STATE OF TEXAS
 COUNTY OF JEFFERSON

COMMISSIONERS' COURT
 OF JEFFERSON COUNTY, TEXAS

AN ORDER REGARDING ROAD USE IN
 JEFFERSON COUNTY

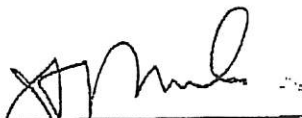
1. Pursuant to Transportation Code Chapter 251.003, the Commissioners Court may make and enforce all necessary rules and orders for the construction and maintenance of public roads; and
2. Jefferson County has suffered extensive damage to its roads as a result of persons and entities hauling loads that exceed the weight limits of such roads; and
3. Jefferson County has been required to expend monies it did not budget to repair of roads damaged by those hauling excessively heavy loads; and
4. The Commissioners Court of Jefferson County, Texas finds it necessary to require that persons, firms or entities who will haul loads, which exceed the weight limits of county roads, first enter into an agreement to pay for costs of repairs occasioned by their hauling excessively heavy loads.

The Commissioners Court of Jefferson County, Texas does hereby adopt the attached Road Use Agreement to be executed by those who will haul loads which exceed the weight limit of any Jefferson County, Texas road.

Read and adopted by a vote of 4 ayes and 0 nays.

Signed this 26 day of August, 2013





 JUDGE JEFF R. BRANICK
 County Judge

- 4. Company shall provide a surety bond in the sum of [\$ 100,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 2 of Jefferson County, Texas before transporting any equipment on County [road name: Hebert Road and County [2nd road name: _____] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this _____ day of _____, _____

Jefferson County Judge

Approved by Jefferson County Commissioners Court on the _____ day of _____, _____

Attest:

Jefferson County Clerk

Kevin Talaferrro
Authorized Agent for Energy Transfer Spindletop LLC
Kevin Talaferrro as Sr. Director - ROW

THE STATE OF TEXAS,
COUNTY OF JEFFERSON

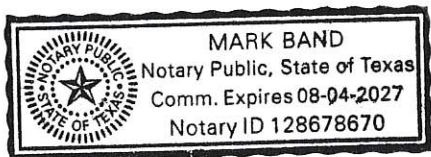
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§
§

I, MARK BAND a notary public, do hereby certify that on this 30th day of January, 2024, personally appeared before me Kevin Taliaferro, being by me first duly sworn, declared that he is the Sr. Director - ROW of Energy Transfer Spindletop LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 30th day of January, 2024.

Mark Band

Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires





ZURICH

Performance and Completion Bond

Bond No. 9442926

KNOW ALL MEN BY THESE PRESENTS:

THAT WE Energy Transfer Spindletop LLC as Principal, and Fidelity and Deposit Company of Maryland a corporation duly incorporated under the laws of the State of Maryland and authorized to do business in the State of Texas, as Surety, are held and firmly bound unto Jefferson County, as Obligee, in the penal sum of One Hundred Thousand and no/100 ***** (\$100,000.00) Dollars, for the payment of which we hereby bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents.

WHEREAS, the Principal has obtained or is about to obtain a permit for purposes of performing the following work in the public right of way:

HDD Pipeline installation under Hebert Road. (the "Permitted Work"); and

WHEREAS, the Principal is required to maintain a performance and completion bond guaranteeing that the Permitted Work will be:

1. Complete within the prescribed time limits all work required under the terms and conditions of the Permit, including the application, plans and specifications, as approved by _____
2. Provide and maintains the Security in full force and effect until all work under this Permit, including stormwater management facilities, where applicable, is completed and accepted by Jefferson County

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the Principal shall faithfully comply with all applicable laws, statutes, ordinances, rules or regulations pertaining to the Permitted Work, and shall either complete the Permitted Work in its entirety or restore the public right of way to its condition prior to the commencement of the Permitted Work, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond shall become effective on February 13, 2024.


PROVIDED, that regardless of the number of years this bond is in force, the Surety shall not be liable hereunder for a larger amount, in the aggregate, than the penal sum listed above.

PROVIDED FURTHER, that the Surety may terminate its liability thereunder as to future acts of the Principal at any time by giving thirty (30) days written notice of such termination to the Obligee.


SIGNED, SEALED AND DATED this February 13, 2024.

Energy Transfer Spindletop LLC

Fidelity and Deposit Company of Maryland

By: 

Principal

By: 

Amanda George Attorney-In-Fact

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 13th day of February, 2024.



Thomas O. McClellan

Thomas O. McClellan
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:

Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 38 per hour x _____ hours = \$ _____

Equipment Operator \$ 35 per hour x _____ hours = \$ _____

Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x _____ hours = \$ _____

Grader \$ 100 per hour x _____ hours = \$ _____

Other \$ 100 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ Hebert Road _____

See Attached Rate Sheet

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

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Hours of Hopper Operation:	24 hours a day / 7 days a week	
Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450	
Additional Mileage Cost		None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

IFB 22-052/MR
Term Contract for Dust Suppressant for Jefferson County
Awarded: October 11, 2022
Current Pricing

Renewal 1: 10/10/2023 – 10/9/2024

Updated 10/10/2023

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u>	\$ <u>18.00</u>
	Coverage Rate Square Yard per gallon
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	25.6 sq. yd. per gallon
TOTAL	\$990 per 55 gal drum

Base Seal International, Inc.
 9107 Hudson Court
 Houston, TX 77024
 Atten: Carol Bowers
 Ph: 281-497-7743
Base-seal@att.net

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 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

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Updated: July 28, 2023

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Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

Current Pricing
IFB 21-003/YS
Term Contract for Limestone Rock Asphalt for Jefferson County
Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23
Renewal 2: 02/28/23 to 02/27/24

Updated 02/14/2023

		Vulcan Construction Materials, LLC
Item	Description	Price per Ton F.O.B. Delivered Various Locations in Jefferson County
1	PICK UP Limestone Rock Asphalt premix, Type I CC	\$39.00 \$57.00 \$58.00 \$71.00 per ton pick up
2a	TRUCK DELIVERY – Rosedale, Limestone Rock Asphalt premix, Type I CC	\$99.45 \$130.53 \$150.88 \$160.01 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
2b	TRUCK DELIVERY – LaBelle, Limestone Rock Asphalt premix, Type I CC	\$97.59 \$127.68 \$147.28 \$156.56 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed
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2g	TRUCK DELIVERY – Boyt Road, Limestone Rock Asphalt premix, Type I CC	\$98.21 \$131.29 \$151.84 \$157.48 per ton F.O.B. delivered Jefferson County Precinct Service Center with freight prepaid and allowed

Vulcan Construction Materials, LLC
PO Box 791550
San Antonio TX 78279
attn: Julia Farrar
Farrarj@vmcmail.com
ph: 210-965-0419/fx: 210-524-3555

Current Pricing
IFB 21-003/YS
Term Contract for Limestone Rock Asphalt for Jefferson County
Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23
 Renewal 2: 02/28/23 to 02/27/24

Updated 02/14/2023

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

Current Pricing

IFB 19-047/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, November 12, 2019

Renewal 1: 11/11/2020 – 11/10/2021

Renewal 2: 11/10/2021 – 11/09/2022

Renewal 3: 11/09/2022 – 11/08/2023

Renewal 4: 11/08/2023 – 11/07/2024

Updated: 10/30/2023

Base Seal International	
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.
 9107 Hudson Court
 Houston TX 77024
 attn: Carol and Danny Bowers
base-seal@att.net
 ph: 281-497-7743
 fx: 855-311-8604



February 27, 2024

Application Date

N/A

State Permit Number
(If Applicable)



04-OW-24

370

Permit Number

1 and 4

Precinct Number

JEFFERSON COUNTY OVERWEIGHT VEHICLE PERMIT

Business Name: ExxonMobil Low Carbon Solutions Onshore Storage LLC Phone Number: _____

Business Address: 22777 Springwoods Village Parkway, Spring, TX 77389

Local Representative: Clifton Henigan (903) 391-0238

Description of Work/Type/Location: YELLOW IRON TRANSPORT TO EXXONMOBIL LOW CARBON SOLUTIONS ONSHORE STORAGE LLC ROSE CCS INJECTION WELLS

Description of Route: APPROXIMATELY FOUR (4) MILES ON GREEN POND GULLY ROAD AND ONE (1) MILE ON LAWHON ROAD

Bond Number: 019089060

Bond Amount: \$500,000.00

Check Applicable Boxes: Under 100,000 Lbs. Over 100,000 Lbs. Over 200,000 Lbs.
 90 Day Renewal Permit (\$200 Fee) Original Permit Number: _____
 One (1) Year Annual Permit (\$500 Fee)

Permit Approved: Yes No (If No Reason) _____

This Overweight Vehicle Permit is granted by Jefferson County. Permittee agrees to be responsible for any and all damage to the roadway and related structures and will in all ways conform to the terms and conditions of this permit as set forth in the Jefferson County Overweight Vehicle Permit Resolution.

ExxonMobil Low Carbon Solutions Onshore Storage LLC

Business Name

22777 Springwoods Village Parkway, Spring, TX 77389
Attn: Advocacy & Assets, W1.2B.02

Mailing Address

Chase Holub, Attorney in Fact

Representative Name and Title

[Signature] 19 FEB 24
Representative Signature and Date

Jefferson County

[Signature]
County Engineer

[Signature]
Precinct Superintendent


[Signature] 02/29/2024
Engineering Specialist

[Signature]

- 4. Company shall provide a surety bond in the sum of [\$ \$500,000.00 Estimated cost] dollars with the County Treasurer of Jefferson County, Texas upon execution of this agreement. All provisions of this agreement are contingent upon review and approval of the bond by the Jefferson County, Texas Commissioners Court. The bond shall provide for prompt payment by the surety upon demand by County for the repairs, replacement and maintenance costs incurred to return the road to substantially the same condition the road possessed prior to the commencement date of the project. However, the liability of Company for such costs is not limited to the face amount of the bond and Company agrees to pay any additional sums actually incurred to return the road to substantially the same condition of the road prior to the commencement date upon demand.

- 5. Company agrees to provide 48 hours notice to the County Commissioner or Road Superintendant for Precinct No. 4 of Jefferson County, Texas before transporting any equipment on County [road name: Green Pond Gully Road and County [2nd road name: Lawhon Road] that would interrupt the normal flow of traffic. Company agrees to bear the cost of any County manpower and equipment necessary to interrupt and redirect traffic during any interruption of the normal flow of traffic.

Agreed and executed this 5th day of MARCH, 2024



 Jefferson County Judge

Approved by Jefferson County Commissioners Court on the 5th day of March, 2024

Attest:



 Jefferson County Clerk

 19 FEB 24

Chase Holub, Attorney in Fact

 Authorized Agent for ExxonMobil Low Carbon Solutions Onshore Storage LLC



THE STATE OF TEXAS,

§
§
§

COUNTY OF JEFFERSON

Type text here

I, Sara Arellano a notary public, do hereby certify that on this 19 day of February, 2024, personally appeared before me Chase Holub, being by me first duly sworn, declared that he is the Attorney in Fact of ExxonMobil Low Carbon Solutions Onshore Storage LLC and that he has been duly authorized to execute the foregoing document on behalf of the Company.

SWORN TO AND SUBSCRIBED before me on this 19 day of February, 2024.



Sara Arellano
Notary Public, State of Texas
Notary's Typed/Printed Name
My commission expires

Exhibit 1

Estimate of Cost:

Length of [1st road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:
 Length of [2nd road name]:
 Type of road surface/material:
 Number of culverts/bridges:
 Any other special features:

Anticipated cost of Repair:
 Repeat for each Road: [1st road name]

Labor: (Rate includes salary/benefits/overtime, where applicable)

Foreman \$ 38 per hour x _____ hours = \$ _____

Equipment Operator \$ 35 per hour x _____ hours = \$ _____

Other \$ 25 per hour x _____ hours = \$ _____

Equipment: (Rate includes fuel, depreciation and overhead costs (insurance).

Truck \$ 100 per hour x _____ hours = \$ _____

Grader \$ 100 per hour x _____ hours = \$ _____

Other \$ 100 per hour x _____ hours = \$ _____

Material: (Rate includes cost to acquire and transport to location)

Base mtl \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Asphalt \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Other at \$ 168 Per Ton + \$ _____ per hour x _____ hours = \$ _____

Total for [1st road name] \$ _____

See Attached Rate Sheets

Current Pricing
 IFB 22-033/MR
 Term Contract for Asphalt Products for Jefferson County
 Awarded 8/02/2022

Renewal 1: 08/01/2023 – 07/31/2024

Updated: July 28, 2023

I. Asphalt Products – Direct Pick Up at Vendor’s Asphalt Storage/Production Facility		
	1. Grade CRS-2 Emulsion	\$2.80 Per gallon
	2. Grade SS-1	\$ 2.80 Per gallon
	3. Grade AE-P	\$3.25 Per Gallon
	Vendor’s Shipping Point Address:	100112 East Pt. Neches, Pt. Neches, TX 77651
	Hours of Hopper Operation:	7:00 am – 4:00 pm

II. Asphalt Products – Delivery to Precinct 3 Storage Tank, Port Arthur Service Center		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade AE-P	\$3.43 Per Gallon
	Vendor’s Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450

III. Asphalt Products – Delivery to Project Location (Location will vary)		
	1. Grade CRS-2 Emulsion	\$2.98 Per gallon
	2. Grade SS-1	\$2.98 Per gallon
	3. Grade AE-P	\$3.43 Per Gallon
	Vendor’s Shipping Point Address:	300 Christy Place South, Houston, TX 77587
	Hours of Hopper Operation:	24 hours a day / 7 days a week
	Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450
	Additional Mileage Cost	None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

IFB 22-052/MR
Term Contract for Dust Suppressant for Jefferson County
Awarded: October 11, 2022
Current Pricing

Renewal 1: 10/10/2023 – 10/9/2024

Updated 10/10/2023

Description	Amount per gallon
Price per gallon in <u>55</u> gallon drums (complete drum capacity) Dilution Rate: <u>10 Gallons of Water to 1 Gallon of Product</u>	\$ <u>18.00</u>
	Coverage Rate Square Yard per gallon
Please advise coverage in square yards per gallon, based upon crushed limestone base material and roadway 20'-0 x 6" deep.	25.6 sq. yd. per gallon
TOTAL	<u>\$990 per 55 gal drum</u>

Base Seal International, Inc.
 9107 Hudson Court
 Houston, TX 77024
 Atten: Carol Bowers
 Ph: 281-497-7743
Base-seal@att.net

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 Term Contract for Asphalt Products for Jefferson County
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Hours of Hopper Operation:	24 hours a day / 7 days a week	
Delivery and Return Charge for Tanker:	Delivery \$901 / Return \$450	
Additional Mileage Cost		None

Martin Asphalt Company
 3 Riverway #400
 Houston TX 77056
 attn: Victoria Espino
victoria.espino@martinmlp.com
 ph: 713-350-6852
 fx: 713-350-2801

Current Pricing
IFB 21-003/YS
Term Contract for Limestone Rock Asphalt for Jefferson County
Awarded: March 2, 2021

Renewal 1: 3/01/22 to 2/28/23
 Renewal 2: 02/28/23 to 02/27/24

Updated 02/14/2023

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Farrarj@vmcmail.com
 ph: 210-965-0419/fx: 210-524-3555

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JEFFERSON COUNTY PURCHASING DEPARTMENT

Deborah L. Clark, County Purchasing Agent

1149 Pearl Street, Beaumont, TX 77701 409-835-8593 Fax 409-835-8456

Current Pricing

IFB 19-047/YS

Term Contract for Liquid Soil Stabilizer for Jefferson County

Awarded: Tuesday, November 12, 2019

Renewal 1: 11/11/2020 – 11/10/2021

Renewal 2: 11/10/2021 – 11/09/2022

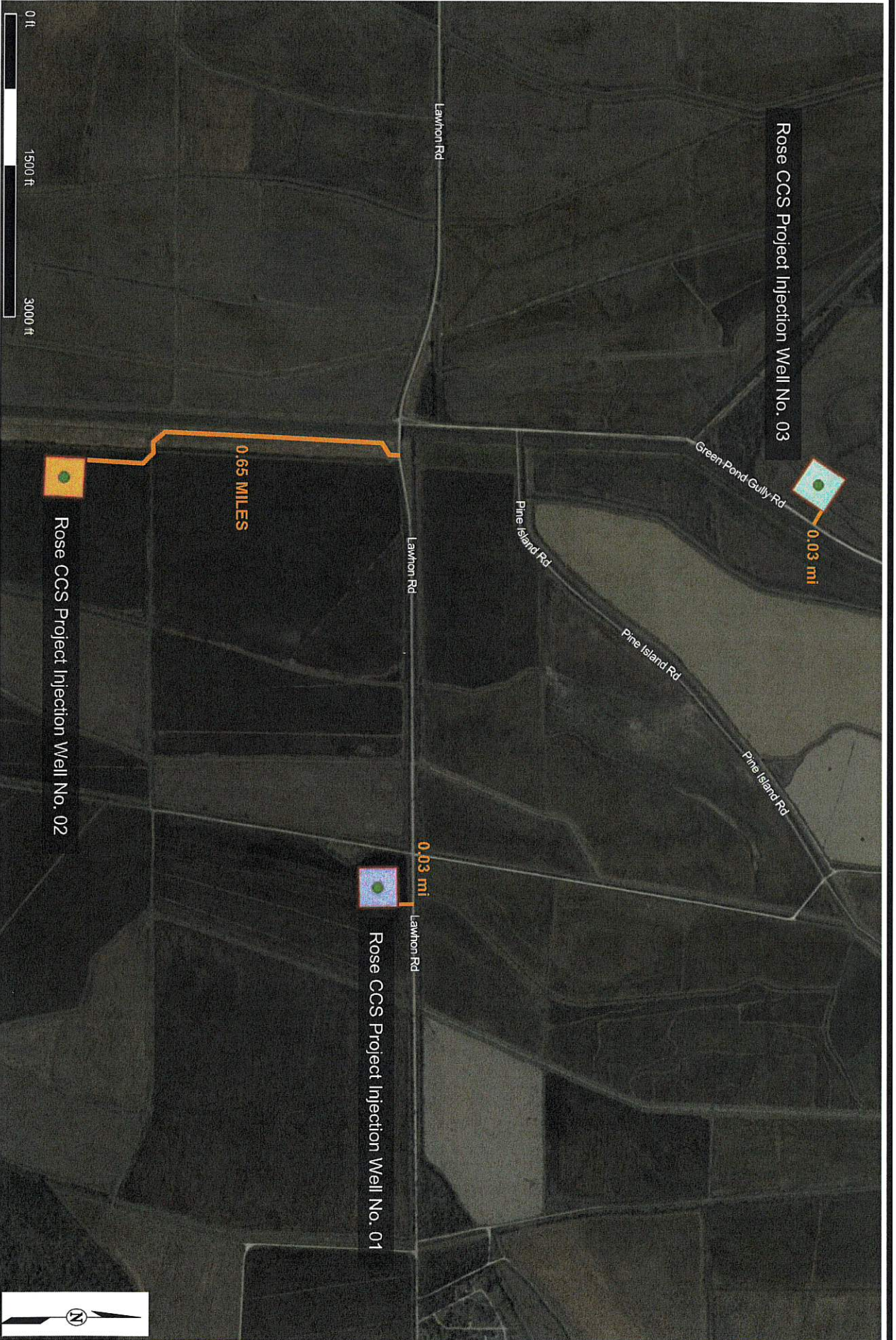
Renewal 3: 11/09/2022 – 11/08/2023

Renewal 4: 11/08/2023 – 11/07/2024

Updated: 10/30/2023

Base Seal International	
Price Per Gallon	\$22.00
Drum Size	55 gallons
Dilution Rate	Dilute with water necessary to achieve 3% over optimum moisture content at the appropriate rate of 14.5 fluid ounces per CY of soil to be treated
Coverage Rate Linear Feet Per Gallon	23.5

Base-Seal International, Inc.
 9107 Hudson Court
 Houston TX 77024
 attn: Carol and Danny Bowers
base-seal@att.net
 ph: 281-497-7743
 fx: 855-311-8604



— Approximate Pad Boundaries

— Planned Access Roads

INJECTION WELL LOCATIONS
 Rose CCS Project
 Jefferson County, Texas

Source: Google Earth Pro, 2024





ROAD BOND

Bond No.: 019089060

KNOW ALL MEN BY THESE PRESENTS, that we, _____
EXXONMOBIL LOW CARBON SOLUTIONS ONSHORE STORAGE LLC
22777 Springwoods Village Parkway, Spring, TX 77389

(hereinafter called the Principal), and _____
LIBERTY MUTUAL INSURANCE COMPANY
1001 4th Avenue, Suite 1700, Seattle, WA 98154

(hereinafter called the Surety), are held and firmly bound unto _____
JEFFERSON COUNTY ENGINEERING DEPARTMENT
1149 Pearl St., 5th Floor, Beaumont, TX 77701

(hereinafter called the Obligee), in the full and just sum of _____
Five Hundred Thousand and No/100 Dollars (\$500,000.00)

_____,
lawful money of the United States, for the payment of which, well and truly to be made, we bind ourselves, our heirs, and administrators, executors, successors and assigns, jointly and severally, firm by these presents.

WHEREAS, the above named Principal has made application and may make further application to the Obligee for permission to move or cause to be moved vehicles and/or equipment of various types over certain of the Obligee's roads as described in the application or applications, and as a condition precedent to granting such permission, the Obligee has required the furnishing of a bond.

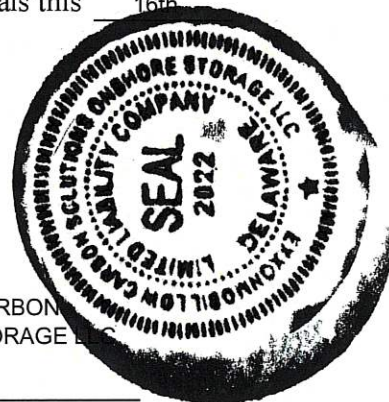
NOW, THEREFORE, the condition of the above obligation is such that if the above named Principal shall move the vehicles and/or equipment described in any and /or all of the applications filed by the above named Principal on and after the date of the execution of this obligation over the Obligee's roads, bridges, and culverts in the manner designated by and with the permission of said Obligee, and shall well and truly pay for all damages to said roads (including wearing surface, base, road shoulders and berms), bridges, culverts, ditches, traffic control devices, intersections and any other structures and features thereof or related thereto which are and/or may be caused by the movement of such vehicles and/or equipment by the named Principal or his authorized agent, over road(s) of the Obligee and all there from, and any fines or penalties to which the said Principal or his authorized agent become liable to pay, and shall save the Obligee harmless in and/or from any and all suits, claims for damages and/or proceedings arising out of the movement of any of said vehicles and/or equipment over said roads, bridges, and culverts, and shall observe all terms and conditions of the permission granted to said Principal on and after this date of this obligation, then this obligation to be void; otherwise to remain in full force and effect in law.

PROVIDED HOWEVER, that the said Surety may cancel this bond at any time by giving THIRTY (30) days notice in writing, by Registered United States Mail, addressed to the Obligee, and that THIRTY DAYS AFTER the actual receipt by the Obligee of such written notice, the Surety's further liability shall be terminated,

provided, however, that the service of such written notice shall not be construed to waive, release or forego any obligations which may have arisen prior to the effective date of such written notice.

LET IT FURTHER be understood that in no event shall the aggregate liability of the Surety exceed the penal amount herein states.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 16th day of February, 2024.



EXXONMOBIL LOW CARBON SOLUTIONS ONSHORE STORAGE L.L.C.

[Signature] 19 FEB 24
Witness as to Principal
Chase Holub, Attorney in Fact

Principal

LIBERTY MUTUAL INSURANCE COMPANY
Surety

BY: *[Signature]*
Attorney-in-Fact: Elizabeth P. Cervini



EFFECTIVE DATE: February 16, 2024

EXPIRATION DATE: Continuous until Canceled



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209978-019008

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Christine M. Hrusovsky; David A. Johnson; David C. Rosenberg; Denise M. Bruno; Elizabeth B. Pendleton; Elizabeth P. Cervini; Harry C. Rosenberg; James M. DiSciullo; John E. Rosenberg; Jonathan F. Black; Julia R. Burnet; Matthew J. Rosenberg; Melissa J. Hinde; Stephanie S. Helmig

all of the city of Wayne state of PA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 19th day of April, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 19th day of April, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 16th day of February, 2024.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.



LIBERTY MUTUAL INSURANCE COMPANY

Financial Statement – December 31, 2022

Assets		Liabilities	
Cash and Bank Deposits	\$3,908,755,039	Unearned Premiums.....	\$10,133,358,204
*Bonds — U.S Government.....	3,451,999,931	Reserve for Claims and Claims Expense.....	27,953,643,316
*Other Bonds	18,862,255,155	Funds Held Under Reinsurance Treaties.....	368,610,620
*Stocks	19,372,953,698	Reserve for Dividends to Policyholders	1,379,296
Real Estate.....	190,092,373	Additional Statutory Reserve.....	197,278,000
Agents' Balances or Uncollected Premiums.....	7,929,876,358	Reserve for Commissions, Taxes and Other Liabilities.....	9,206,000,954
Accrued Interest and Rents.....	166,740,412	Total.....	\$47,860,270,390
Other Admitted Assets	15,968,062,977	Special Surplus Funds	\$195,696,103
Total Admitted Assets	<u>\$69,850,735,943</u>	Capital Stock	10,000,075
		Paid in Surplus	13,324,803,036
		Unassigned Surplus	8,459,966,339
		Surplus to Policyholders	21,990,465,553
		Total Liabilities and Surplus	<u>\$69,850,735,943</u>



* Bonds are stated at amortized or investment value; Stocks at Association Market Values.
The foregoing financial information is taken from Liberty Mutual Insurance Company's financial statement filed with the state of Massachusetts Department of Insurance.

I, TIM MIKOLAJEWSKI, Assistant Secretary of Liberty Mutual Insurance Company, do hereby certify that the foregoing is a true, and correct statement of the Assets and Liabilities of said Corporation, as of December 31, 2022, to the best of my knowledge and belief.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Corporation at Seattle, Washington, this 8th day of March 2023.

TAMIKOLAJEWSKI

Assistant Secretary

ACCEPTANCE OF OFFER

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

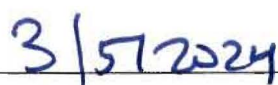
The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the Invitation for Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Jefferson County.

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

COUNTERSIGNED:



Jeff R. Branick, County Judge
JEFFERSON COUNTY, TEXAS

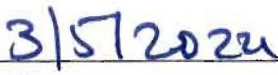


Date

ATTEST:



Roxanne Acosta Hellberg, County Clerk
JEFFERSON COUNTY, TEXAS



Date

