

Regular, 5/14/2024 10:30:00 AM

BE IT REMEMBERED that on May 14, 2024, there was begun and holden a REGULAR 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 Eddie Arnold, Commissioner Pct. No. 1

Commissioner Cary Erickson, Commissioner Pct. No. 2

Commissioner Michael Sinegal, Commissioner Pct. No. 3

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

Honorable Zena Stephens, Sheriff

Honorable Roxanne Acosta-Hellberg, County Clerk

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

Notice of Meeting and Agenda
May 14, 2024

Jeff R. Branick, County Judge
Eddie Arnold, 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
May 14, 2024**

Notice is hereby given that the Commissioners' Court of Jefferson County, Texas, will meet at **10:30 AM**, on the **14th** day of **May 2024** at its regular meeting place in the Commissioners' Courtroom, 4th Floor, Jefferson County Courthouse, 1149 Pearl Street, Beaumont, Texas.

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

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

9:45am – Announcement of an executive (closed) session pursuant to Texas Government Code Section 551.089 to deliberate the deployment, or specific occasions for security implementation of security personnel or devices, that deliberation in an open meeting would have a detrimental effect on the security in the Courthouse.

10:00am - Announcement of an executive (closed) session pursuant to Texas Government Code Sec. 551.074 for Commissioners' Court to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.

Jefferson County has taken steps to minimize the exposure of COVID-19 by implementing the following steps to allow the public to view the

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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: Eddie Arnold, Commissioner, Precinct One

PLEDGE OF ALLEGIANCE: Cary Erickson, Commissioner, Precinct Two

PURCHASING:

- (a). Consider and approve specifications for Request for Proposal (RFP 24-027/MR) Ground Lease for Third Party Development of Aeronautical Facilities at the Jack Brooks Regional Airport.

SEE ATTACHMENTS ON PAGES 10 - 75

Motion by: Alfred

Second by: Arnold

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

Action: APPROVED

- (b). Consider and approve, execute, receive and file a 2024 Preventive Maintenance Renewal Agreement 24-029/DC with SEPS, Inc for the 337 Pine Street, Pt. Neches Tower in the amount of \$2,027.94 per year from 07/01/2024 to 07/31/2025.

SEE ATTACHMENTS ON PAGES 76 - 88

Motion by: Alfred

Second by: Arnold

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

Action: APPROVED

- (c). Discuss and possibly approve the Purchasing Agent to enter into contract negotiations for Request for Proposal (RFP 23-077/MR) Controlled Building Access System for Jefferson County.

NO ATTACHMENTS

Motion by: Alfred

Second by: Arnold

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

Action: APPROVED

- (d). Consider and approve Change Order #1 to Invitation for Bid (IFB 23-078/MR) Airboats for Jefferson County Sheriff's Office with Patriot Airboat Corp. in the amount of \$4,000.00 for additional gunnel walk around to add 6"-8" of surface area for the safety of passengers entering and exiting the vehicle bringing the total amount from \$187,000.00 to \$191,000.00.

SEE ATTACHMENTS ON PAGES 89 - 89

Motion by: Alfred

Second by: Arnold

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

Action: APPROVED

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May 14, 2024

ADDENDUMS:

- (e). Consider and approve, execute, receive and file Jefferson County Procurement Policies and Procedures pursuant to Chapter 262, Texas Local Government Code, the County Purchasing Act and 2 CFR Sections 200.318-326.

SEE ATTACHMENTS ON PAGES 90 - 105

Motion by: Alfred

Second by: Arnold

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

Action: APPROVED

COUNTY AUDITOR:

- (a). Consider and approve budget transfer – JP Pct. 8 – additional cost for postage.

SEE ATTACHMENTS ON PAGES 106 - 106

120-2049-412-4052	POSTAGE	\$1,500.00	
120-2049-412-6002	COMPUTER EQUIPMENT		\$650.00
120-2049-412-5062	TRAVEL EXPENSE		\$850.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (b). Consider and approve budget transfer– Constable Pct. 1 – additional cost for office cell phone.

SEE ATTACHMENTS ON PAGES 107 - 112

120-3065-425-5077	CONTRACTUAL SERVICE	\$500.00	
120-3065-425-1098	OVERTIME ALLOWANCE		\$500.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (c). Consider and approve budget transfer– R&B Pct. 1 – Additional cost for dump truck.

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SEE ATTACHMENTS ON PAGES 113 - 114

111-0109-431-6042	TRUCKS & TRAILERS	\$113,416.00	
111-0102-431-3001	ASPHALT		\$80,000.00
111-0101-431-2003	EMPLOYEES' INSURANCE		\$10,000.00
111-0102-431-2003	EMPLOYEES' INSURANCE		\$5,000.00
111-0109-431-6011	ROAD MACHINERY		\$18,416.00

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

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

NO ATTACHMENTS

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (e). Consider and approve advance funding request for American Rescue Plan Act approved project with Jefferson County reVision in the amount of \$86,000.

SEE ATTACHMENTS ON PAGES 115 - 119

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

- (f). Regular County Bills -check #517236 through check #517481.

SEE ATTACHMENTS ON PAGES 120 - 128

Motion by: Sinegal

Second by: Erickson

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

Action: APPROVED

COUNTY COMMISSIONERS:

- (a). Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Port Neches for street repairs pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 129 - 129

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (b). Consider, possibly approve and authorize the County Judge to execute an Interlocal Agreement between Jefferson County and the City of Nederland for street repairs pursuant to Chapter 791, Texas Government Code.

SEE ATTACHMENTS ON PAGES 130 - 131

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

- (c). Consider and possibly grant a 30-day extension to Jefferson County Emergency Services District No. 1 to submit their October 1, 2022 - September 30, 2023 audit, pursuant to Health & Safety Code sec. 775.082(d).

SEE ATTACHMENTS ON PAGES 132 - 133

Motion by: Erickson

Second by: Alfred

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

Action: APPROVED

ADDENDUMS:

- (d). Consider, possibly approve and authorize the County Judge to execute, receive and file a Quit Claim from Jefferson County to Jefferson County Drainage District 6 to enable them to enhance drainage in that area.

SEE ATTACHMENTS ON PAGES 134 - 139

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

- (e).Receive and file appointment of Tammy Kotzur as chairperson of the Jefferson County Tourism Commission to replace the late Dr. Beverly Parker.

SEE ATTACHMENTS ON PAGES 140 - 140

Motion by: Erickson
Second by: Alfred
In Favor: Branick, Arnold, 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
May 14, 2024

Regular, May 14, 2024

There being no further business to come before the Court at this time, same is now here adjourned on this date, May 14, 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 Request for Proposal

May 14, 2024

Notice is hereby given that sealed proposals will be accepted by the Jefferson County Purchasing Department for Request for Proposals (RFP 24-027/MR), Ground Lease for Third Party Development of Aeronautical Facilities at the Jack Brooks Regional Airport. **Specifications for this project may be obtained from the Jefferson County website, <https://www.co.jefferson.tx.us/Purchasing/>, or by calling 409-835-8593.**

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

PROPOSAL NAME: Ground Lease for Third Party Development of Aeronautical Facilities at the Jack Brooks Regional Airport

PROPOSAL NUMBER: RFP 24-027/MR

DUE DATE/TIME: 11:00 AM CT, Wednesday, June 26, 2024

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

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

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

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

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

Deborah L. Clark, Purchasing Agent
 Jefferson County, Texas

PUBLISH:

The Examiner:
 May 16, 2024 & May 23, 2024

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PROPOSAL SUBMITTAL CHECKLIST

The Proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the proposal. Failure to submit any of the documents listed below as a part of your proposal, or failure to acknowledge any addendum in writing with your proposal, or submitting a proposal on any condition, limitation, or provision not officially invited in this Request for Proposal (RFP) may cause for rejection of the proposal. Proposer shall check each box indicating compliance.

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

- Cover sheet identifying the contract/project being proposed, the name and address of the Proposer, the date of the proposal, and the email address, telephone, and facsimile numbers of Proposer.
- Cover letter signed by a person authorized to bind the proposing entity to the terms and conditions contained in the submission. The cover letter shall include a statement of understanding of the project, the proposed project point of contract, and a statement of acknowledgement of the receipt of any addenda.
- Submission Response Recap Sheet.
- An outline of the proposed construction to include a general description of the design of the facility including the specific points identified in the RFP.
- Statements as called for by the lending or funding institution.
- A projected budget and timeline for construction.
- A statement of whether the proposal is for a commercial aeronautical activity or a non-commercial aeronautical activity. If for a commercial aeronautical activity, the proposal must identify the level of employment, projected gross revenues, and projected fuel usage. If for a non-commercial activity, the proposal must include a projection of fuel usage, the type of aircraft to be stored in the facility, and other intended uses.
- A detailed listing of all exceptions noted to the RFP and sample Agreement.
- Identification of all legal claims, demands, contracts terminated or lawsuits filed, threatened, or pending against the Proposer and/or its principal/officers for the last three (3) years, as well as identification of any administrative actions or warnings taken or issued by any federal, state, or local governmental agency to Proposer and/or its principals/officers with regard to the provision of the same or similar service as covered by this RFP, or the payment of monies under the terms of any agreement(s) relating to such services.
- One (1) Original and five (5) Response Copies; with all copies to include a Completed Copy of this specifications packet, in its entirety.**

Each Proposer shall ensure that required parts of the response are completed with accuracy and submitted as per the requirements within this specifications packet, including any addenda. **FAILURE TO RETURN AND/OR COMPLETE ALL REQUIRED DOCUMENTATION WILL RESULT IN A RESPONSE BEING DECLARED AS NON-RESPONSIVE.**

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

Company

Telephone Number

Address

Fax Number

Authorized Representative (Please print)

Title

Authorized Signature

Date

SECTION 1: INTRODUCTION TO PROPOSERS AND GENERAL REQUIREMENTS

Jefferson County (herein after referred to as “County”) is issuing this Request for Proposals (“RFP”) for qualified third parties interested in developing facilities that would serve as or support aeronautical facilities on designated site(s) at the Jack Brooks Regional Airport (“BPT”). Desired aeronautical facilities include, but are not limited to, aircraft storage hangars, aircraft maintenance facilities, aeronautical manufacturing facilities, specialized aviation service operators, or other related facilities that are compliant with all Federal Aviation Administration (FAA) and BPT policies and support the aviation industry. Proposers must be capable of funding, designing, and constructing the proposed facility within the timeframe identified in the RFP.

All interested parties waive any and all claims against the County arising from any interpretation of the RFP and any addenda issued. It is the sole responsibility of all interested parties to perform all due diligence associated with the submission of proposals and the County will not be responsible for interpretation of the specifications and addenda. The County reserves the right to accept or reject any or all proposals received and/or to waive minor irregularities and formalities and to accept the proposal that is determined to be the best interest of and most advantageous to the Authority.

Proposers shall not contact any member of the Airport staff or Commissioners’ Court between the issuance date and the date the contract is awarded by the County Commissioners. Direct contact may result in a proposer’s submission being rejected due to non-compliance with this non-solicitation provision. All communication regarding the RFP shall be directed to the Purchasing Department. Contact 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.

Proposers shall not contact any member of the Airport staff between the issuance date and the date where the recommendation for award will be an agenda item for consideration by the County Commissioners. Direct contact may result in a proposer’s submission being rejected due to non-compliance with this non-solicitation provision.

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

1.1 VENDOR INSTRUCTIONS

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

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

1.2 GOVERNING LAW

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

1.3 AMBIGUITY, CONFLICT, OR OTHER ERRORS IN THE RFP

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

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

1.4 NOTIFICATION OF MOST CURRENT ADDRESS

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

1.5 PROPOSAL PREPARATION COST

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

1.6 SIGNATURE OF PROPOSAL

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

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

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

1.7 ECONOMY OF PRESENTATION

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

1.8 PROPOSAL OBLIGATION

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

1.9 INCORPORATION BY REFERENCE AND PRECEDENCE

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

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

(4) the RFP, including attachments thereto and written responses to questions and written clarifications; and (5) the Contractors response to the RFP.

1.10 GOVERNING FORMS

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

1.11 IMPLIED REQUIREMENTS

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

1.12 COMPLIANCE WITH RFP SPECIFICATIONS

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

1.13 VENDOR REGISTRATION: SAM (SYSTEM FOR AWARD MANAGEMENT)

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

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

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

1.14 FORM 1295 (TEXAS ETHICS COMMISSION)

FORM 1295 SUBMISSION REQUIREMENT/INSTRUCTIONS FOR RFP PROPOSERS:

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

INSTRUCTIONS:

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

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

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

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

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

SAMPLE: A sample of a completed FORM 1295 is included on PAGE 8.

FORM 1295 Implementation Background:

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

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

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

FORM 1295 EXEMPTIONS:

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

A completed Form 1295 is not required for:

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

SAMPLE COMPLETED FORM 1295

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

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
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1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
VENDOR: ENTER YOUR BUSINESS NAME, CITY, STATE, AND COUNTRY HERE

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

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

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

5 Check only if there is **NO** Interested Party. **CHECK BELOW IF APPLICABLE**

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

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

My address 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____.

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.

PROPOSER: INSERT COMPLETED FORM 1295 BEHIND THIS PAGE.

1.15 EMERGENCY/DECLARED DISASTER REQUIREMENTS

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

1.16 EVALUATION

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

1.17 WITHDRAWAL OF PROPOSAL

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

1.18 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

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

1.19 AWARD

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

1.20 OWNERSHIP OF PROPOSAL

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

1.21 DISQUALIFICATION OF PROPOSAL

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

1.22 CONTRACTUAL DEVELOPMENT

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

1.23 ASSIGNMENT

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

1.24 CONTRACT OBLIGATION

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

1.25 TERMINATION

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

1.26 INSPECTIONS

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

1.27 TESTING

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

1.28 LOSS, DAMAGE, OR CLAIM

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

1.29 TAXES

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

1.30 NON-DISCRIMINATION

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

1.31 CONFLICT OF INTEREST

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

Further, the contractor will warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with this RFP or contract and none has been promised contingent upon the award of contract. And, will still further

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

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

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

1.32 CONFIDENTIAL/PROPRIETARY INFORMATION

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

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

1.33 WAIVER OF SUBROGATION

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

1.34 ACKNOWLEDGEMENT OF INSURANCE REQUIREMENTS

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

1.35 INSURANCE REQUIREMENTS

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

Contractor shall furnish Jefferson County with Certificate of Insurance naming Jefferson County and Jack Brooks Regional Airport 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.

The County reserves the right to require additional insurance coverage and amounts through the final Lease negotiated between the County and respondent as related to the construction of the resulting facility.

Minimum Insurance Requirements:

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

Personal Injuries/Death growing out of any one accident or cause in the minimum sum(s) of:

1. Three Hundred Thousand Dollars (\$300,000) for one person, and;
2. Five Hundred Thousand Dollars (\$500,000) for two or more persons, and;
3. Five Hundred Thousand Dollars (\$500,000) for property damage growing out of any accident or other cause

Respondent will obtain and maintain Fire Insurance, with extended coverage, upon the buildings located on the premises to the full insurable value thereof.

Respondent will obtain and maintain Windstorm Insurance, with extended coverage, upon the buildings located on the premises to the full insurable value thereof.

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

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

Builder's Risk Policy: Structural Coverage for Construction Projects

Installation Floater Policy: Improvements/Alterations to Existing Structure

Workers' Compensation Statutory Coverage (See Section 1.36 Below)

1.36 WORKERS' COMPENSATION INSURANCE

1.36.1 Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.36.10 By signing this contract or providing or causing to be provided a certificate of coverage, the Contractor is representing to the governmental entity that all employees of the contractor who will provide services of the project will be covered by workers'

compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the contractor to administrative penalties, criminal penalties, civil penalties, or other civil actions.

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

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

Note: For proposal purposes, a general COI will suffice. However, a COI that includes the notation that “Jefferson County and Jack Brooks Regional Airport as an additional insured” will be required from Awarded Proposer(s) prior to the contract execution.

**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 effected and the basis for settlement.</p>	<p>2 CFR 200 APPENDIX II (B)</p>
<p>None</p>	<p>Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”</p> <p>41 CFR 60-1.4 Equal opportunity clause.</p> <p>(b) Federally assisted construction contracts. (1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:</p> <p>The [recipient] hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:</p> <p>During the performance of this contract, the contractor agrees as follows:</p> <p>(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to</p>	<p>2 CFR 200 APPENDIX II I and 41 CFR §60-1.4(b)</p>

<p>post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <ol style="list-style-type: none"> <li data-bbox="467 216 1276 373">(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. <li data-bbox="467 394 1276 842">(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. <li data-bbox="467 863 1276 1087">(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. <li data-bbox="467 1108 1276 1199">(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. <li data-bbox="467 1220 1276 1444">(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. <li data-bbox="467 1465 1276 1787">(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. <li data-bbox="467 1808 1276 1921">(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

	<p>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 acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts</p>	<p>2 CFR 200 APPENDIX II (D)</p>

	<p>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.</p>	
>\$100,000	<p>Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.</p>	2 CFR 200 APPENDIX II (E)
None	<p>Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.</p>	2 CFR 200 APPENDIX II (F)
>\$150,000	<p>Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).</p>	2 CFR 200 APPENDIX II (G)
>\$25,000	<p>Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.</p>	2 CFR 200 APPENDIX II (H)
>\$100,000	<p>Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to</p>	2 CFR 200 APPENDIX II (I) and 24 CFR §570.303

	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.	
	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>	
None	<p>Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:</p> <p>Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:</p> <ol 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). <ol 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 	2 CFR 200.216

	<p>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>	2 CFR 200.321

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

None	<p>CONTRACTS WITH COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATION PROHIBITED. A governmental entity may not enter into a governmental contract with a company that is identified on a list prepared and maintained under Section 2270.0052, 2270.0102, or 2270.0152. In accordance with Texas Government Code, Chapter 2252, Subchapter F, 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> <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 Proposer: Please complete this form and include with proposal 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/proposal. Information on debarment is available at the following websites: www.sam.gov and <https://acquisition.gov/far/index.html> see section 52.209-6.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

<p>REQUIRED FORM</p>

<p><u>Proposer:</u></p>

<p>Please complete this form and include with proposal submission.</p>

CIVIL RIGHTS COMPLIANCE PROVISIONS

1. EQUAL EMPLOYMENT OPPORTUNITY (Equal Opportunity Clause)

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

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

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

CIVIL RIGHTS COMPLIANCE PROVISIONS (CONTINUED)

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

SECTION 3. PROPOSAL SUBMISSION INSTRUCTIONS AND SPECIAL REQUIREMENTS

The following requirements and instructions supersede General Requirements where applicable.

3.1. SUBMISSION OF PROPOSAL

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

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

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

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

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

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

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

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

All submissions must be received by 11:00 am CT, Wednesday, June 26, 2024.

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

Please direct questions to Mistey Reeves, Assistant Purchasing Agent at 409-835-8593 or e-mail at:

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

Courthouse Security:

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

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

Respondents are strongly urged to plan accordingly.

COUNTY HOLIDAYS (2024):

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

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

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

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

3.2 PRE-PROPOSAL CONFERENCE

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

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

3.3 QUESTIONS AND DEADLINE FOR QUESTION SUBMISSION

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

The Deadline for asking questions or requesting additional information (in writing) is 5:00 pm, CT, Friday, June 14, 2024.

3.4 TENTATIVE SCHEDULE OF EVENTS

- May 14, 2024** Issuance of Request for Proposal
- June 26, 2024** Deadline Submission (late proposals will not be considered)
- June 28, 2024** Proposals distributed to Evaluation Committee
- July 9, 2024** Evaluation Committee Convenes to Tabulate Scoring and Determines Short List
- July 16, 2024** If Applicable: Conduct Interview/Best and Final Offer/Short List
- July 24, 2024** Recommendation for Award

Please note:

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

SECTION 4. INSTRUCTIONS FOR POTENTIAL PROPOSER

Please read the requirements thoroughly and ensure that the proposal complies with all requirements noted. Any variation from the RFP requirements and sample contract terms must be clearly indicated in writing, on a point-by-point basis in the proposal, attached to and made a part of the submission. The County reserves the right to accept or reject any variation requested. If no exceptions are noted and agreed to by the County, the successful submitting entity will be required to enter into the Agreement as specified under the sample contract form and the information included in this RFP. The Proposer must comply with all laws, ordinances, and rules and regulations which govern the work specified in this contract.

PURPOSE: The purpose of these specifications and sample Land Lease and Development Agreement is to outline the County requirements in order to enter into an agreement for: **THIRD PARTY DEVELOPMENT OF AERONAUTICAL FACILITIES AT JACK BROOKS REGIONAL AIRPORT**

INTENTION: The background and specifications provided under this RFP and sample Land Lease and Development Agreement shall meet all requirements as identified herein. There is no intention to disqualify any proposer that can competently meet these requirements.

SUBMISSIONS: Submissions shall include a cover letter signed by a person authorized to commit the proposer to the terms and conditions being proposed. The cover letter shall contain an acknowledgement of any addendum(s) received and shall identify the point of contact for the proposal. Submissions must be submitted on or before the time and date indicated in this RFP. Failure to meet the requirements contained in this RFP will result in the submissions being considered non-responsive.

PREPARATION OF SUBMISSION: The proposer's name and authorized signature must appear on each page that calls for this information. Any costs associated with development of a proposal will be at the sole expense of the proposing entity.

ALTERATIONS/AMENDMENTS TO SUBMISSION: No proposal may be withdrawn after the deadline without acceptable reasons submitted in writing, and only after the written consent of the County, which consent shall be at its sole discretion.

SUBSTITUTIONS/CANCELLATIONS OF SUBMISSION: No substitutions or cancellations will be permitted without the prior written approval of the County, at its sole discretion.

EXCEPTIONS TO REQUIREMENTS AND SAMPLE CONTRACTS: The proposers shall attach to the submission a detailed list of any exceptions to the RFP requirements and sample contract included as Attachment B- Land Lease and Development Agreement. All exceptions to either the RFP or the sample contract shall be listed on a point-by-point basis with the recommended change. The County reserves the right to accept or reject any or all exceptions at its sole discretion. The materiality of the proposed changes will be included as part of the evaluation process.

TIME ALLOWED FOR ACTION TAKEN: The County reserves the right to hold proposals received for up to one hundred and twenty (120) calendar days after the proposal due date deadline without acting. Proposers are required to abide by the terms of their proposals for same period of time.

TIME ALLOWED FOR EXECUTION OF CONTRACT: The successful proposer will be required to finalize a contract with the County for presentation to the Airport County for approval after receiving notification of a recommendation of award of the contract within ten (10) working days. If contract negotiations are not completed in that timeframe, the County will cease negotiations with that proposer and engage in negotiations with the next highest ranked submitting entity.

RIGHT TO REJECT/REWARD/WAIVE IRREGULARITIES: The County reserves the right to reject any or all submissions, to waive minor irregularities and informalities, to accept or reject any written exceptions noted, and to make such awards of contract as may be deemed to be the best value and most advantageous to the County.

SECTION 5. INFORMATION TO PROPOSERS

5.1 INVITATION

Jefferson County (hereinafter referred to as "County") requests submission of proposals from interested parties for the funding, development, and operation of an aeronautical facility or facilities on the designated site at BPT. The County's specific goals for the RFP include, but are not limited to, the following:

- A. Identifying a proposer or proposers who will enter into a Land Lease and Development Agreement with the County whereby the successful proposer(s) will fund, design, develop, and operate an aeronautical facility. Attachment A attached identifies the parcel available for development. Proposers will be responsible for complying with all County development and building code requirements and satisfying all applicable FAA policies, rules, and regulations, as well as any Federal, State, or local entity having regulatory authority.
- B. Proposers may bid on some or all of the available parcel. Proposers are to take precaution that any remaining area not included in bid that is too small for future hangar development will be added to the total lease square footage calculation. Proposers are to clearly specify in their proposal how they intend to develop the site. Each proposer may specify the size and orientation of buildings they propose.

5.2 BUILDING & CONSTRUCTION

- A. Permitting: Successful proposer(s) will be responsible for all costs associated with obtaining necessary permits authorizations.
 1. Successful proposer(s) will be responsible for filing necessary FAA airspace study. An approved airspace study will be required prior to commencement of any construction.
 2. Successful proposer(s) will be responsible for obtaining approval from Drainage District 7 with said approval letter submitted to the County prior to commencement of any construction.
 3. Successful proposer(s) will be responsible for obtaining approval from the County Engineer and County Environmental Control prior to commencement of any construction.
 4. Permitting from Jefferson County will include, but not limited to, the submittal of the following:
 - i. Site Plan showing location of the new construction including building and paving.
 - ii. Plans and specifications for the foundation and building shall be sealed by an Engineer
 1. Foundation design to be based on a geotechnical report.
 2. Plans for the building, plumbing, electrical, ect, shall meet current Jefferson County Building Code requirements.
 3. Building shall be able to be windstorm insured at the time of construction.
 4. Drainage Plan Approved by Drainage District #7.
 5. Notice of No Objection from FAA regarding the airspace study.
 5. Upon completion of proposed development, the County will require a final survey of the site, with sufficient detail of relevant utilities and a complete set of as-built drawings.
- B. Land Lease and Development Agreement and Performance Bond
 1. The successful proposer will enter into a Land Lease and Hangar Development Agreement (Attachment B). Proposers are to identify any exceptions and proposed alternatives to the sample agreement in their proposals. The County reserves the right to accept or reject the proposed exceptions at its sole discretion. The level of exceptions noted in the proposal will be factored into the evaluation process.
 2. In addition to the first year Land Rent payment, prior to the commencement of construction, the successful proposer(s) shall provide a Performance Bond in the full amount of the cost of construction issued by an institution authorized to conduct business in the State of Texas, which shall name the County as obligee or co-obligee and remain in full force and effect until the

complete set of as-built drawing is issued. If the development is not commenced or completed within the timeframes identified in the RFP, in addition to the forfeiture of the first year Land Rent payment, the Performance Bond will be drawn upon by the County to ensure prompt completion of the construction and issuance of complete set of as-built drawing. The successful proposer and its contractors shall not be allowed access to the Premises to perform any construction activity until the required Performance Bond has been furnished to the County.

C. Building size requirements are as follows:

1. Setbacks, all hangars are to be (Building setbacks can granted a variance based upon various factors (unique building footprint, side apron access roads, etc.) by County Engineer.)
 - i. 50 feet from the apron.
 - ii. 30 feet from the street.
 - iii. Minimum side setback is 15 feet from other lease property
 - iv. Minimum side setback is 35 feet from existing buildings
2. Hangar Size:
 - i. Minimum Hangar Width: 100 feet
 - ii. Minimum Hangar Depth: 100 feet
 - iii. Minimum Hangar Square Footage: 12,500 square feet

D. Lease Size Determination (Variances may be granted depending upon necessary configurations of intended development layout.)

1. The shape of the lease shall be rectangular. The size of the lease shall be determined by, at a minimum, adding 15 feet to either side of the widest point of the erected hangar and associated attached buildings multiplied by 240 feet (distance from Apron to Service Road).
 - i. For example: Proposed hangar development is 100 feet wide, with 10 foot hangar door wings results in an overall hangar width of 120 feet. The lease width would be 120 feet of hangar development plus 30 feet (15 foot on either side) for a total width of 150 feet. The 150 foot width is then multiplied by 240 feet resulting in a lease area of 36,000 square feet.
2. The minimum lease size shall be 130 feet wide by 240 feet deep resulting in a minimum lease square footage of 31,200 square feet.

E. Proposers are to identify the intended use for the facility as follows:

1. If the facility is to be used for commercial aeronautical activities (i.e., revenue producing activities) including, but not limited to, maintenance, transportation, manufacturing, avionics, cargo, aircraft restoration, etc., proposers shall provide an estimate of the estimated number of employees and the projected payroll amount anticipated, projected annual sales, and estimated fuel purchase requirements.
2. If the facility is to be used for non-commercial aeronautical purposes such as aircraft storage, proposers shall provide an estimate of the annual fuel purchases.

F. Proposers must describe in their proposal in narrative detail the design concept and proposed usage to include the aeronautical activity to be conducted.

1. The successful proposer may be required to deposit with the County upon execution of the Agreement by both parties, a payment of one year of the applicable land rental requirement(s).

G. The successful proposer(s) must commence construction within six (6) months from the date of execution of the contract. Commencement for the purposes of this paragraph shall include the submission of complete, final construction plans and drawings to the County and applicable building official for review, permitting, and receipt of the necessary written approvals and building permit from County and other applicable government agencies as applicable, and the execution of a contract with the Lessee's construction contractor.

1. Successful proposer(s) shall provide the County with its proposed plans and specifications including placement of the facility when those plans and specifications are 30% complete within sixty (60) days of the date of the Land Lease and Hangar Development Agreement and the County shall then have ten (10) business days to review those plans for finish, color, and other aesthetics to ensure they comply with the County's plan for airport aesthetics and decide whether to approve or reject the plans.
2. Successful proposer(s) shall also provide the County with its proposed plans and specifications including placement of the facility when they are 60% complete and again when they are 100% complete. The County shall have ten (10) business days to review each of these submissions and approve such plans.

H. Development

1. The successful proposer(s) shall be required to fund, design, construct, and operate the facility according to federal, state, and local codes and standards (including but not limited to those of the FAA and County), in conformance with the authorized uses contained in the Agreement, and in compliance with the other terms and conditions contained in the Agreement. Plan review and submission must be coordinated with the Airport Director and County Engineer, to ensure coordination and to ensure no other Airport tenants are adversely affected by the development. A detailed schedule must be provided in the submission. It is the intent of the County for the facility to have an attractive exterior (ex. cut face block or painted metal panels). Proposers shall include in their submission a summary of their general design that is being contemplated. Areas to be addressed must include the following:
 - i. Building exterior proposed
 - ii. Interior finish proposed
 - iii. Electrical service included
 - iv. Hangar door system and controls
 - v. Level of insulation (if applicable)
 - vi. Other interior improvements contemplated
 - vii. Ceiling height and lighting
 - viii. Roofing system
 - ix. Storm drainage
 - x. Exterior landscaping
 - xi. Mechanical system proposed (if applicable)
 - xii. Vehicle parking areas on site (location and number of stalls)
 - xiii. Hangar door opening dimensions
 - xiv. Passage door locations
 - xv. Plumbing and sewer requirements
 - xvi. Mechanical room location and contents (if applicable)
 - xvii. Construction of apron and connecting apron to taxiway C
 2. If the County withholds its approval of any plan submission as required in this paragraph, the parties agree to work in good faith to resolve any outstanding issues. Once approved, no material changes to the plans and specifications (other than further development of the 30% and 60% plans) shall be made without additional written approval from the County. Construction must be completed within twelve (12) months from the date of commencement.
- I. Failure to commence construction in the timeline identified above will result in the termination of the Agreement with the County: forfeiture of all payments made to date to the County, and the proposer shall have no further rights to the property and the County will be free and clear to pursue other opportunities. The successful proposer waives all rights to the property and will not be reimbursed for any expenses incurred if the development is not commenced as called for in this RFP.
 - J. The successful proposer shall maintain the premises over the term of the Land Lease and Hangar Development Agreement with the County in accordance with the terms and conditions of the Agreement

such that the facility is in good condition, normal wear and tear excepted, upon expiration of the Base Term or Option Term, if exercised.

- K. The successful proposer must coordinate its connection to utilities and must adhere to the reasonable requests regarding the time and location of connections. The successful proposer shall be responsible for all costs of utility connects from the source point to the new facility. If existing utility connections are not sufficient and or lack capacity, proposer at their sole cost and expense will be responsible for any upgrades.
- L. The successful proposer shall be solely responsible for the costs all utilities, taxes, permits, and assessments (if applicable) for the premises.

5.3 LEASE AGREEMENT TERMS (Length of Time)

- A. Bidders are to clearly identify their preference of lease terms. Preference will be given to lease offers with shorter terms.
- B. The lease shall be for a Base Term of 25 years from the date of occupancy of the facility. In addition to the Base Term, provided the lessee is in compliance with all the terms and conditions of the Agreement, lessee may request an Option Term. In order to have the right to request the Option Term, lessee must request in writing to exercise the Option Term a minimum of twelve months but no more than eighteen (18) months prior to the expiration of the Base Term. If the lessee makes such a request and is in compliance with the terms and conditions of the Agreement, the County shall have the right in its sole discretion to approve or reject the lessee's request for the Option Term. The County shall respond with its approval or rejection of the Option Term within sixty calendar days of the submission request date.
- C. Bidder will not propose any term(s) that exceed 49 years in the aggregate.
- D. Upon expiration of the original and option terms, if any, all land and improvements revert to the County.

5.4 LAND RENT (Rate)

- A. Land Rent shall be established based upon the amount identified in the bid. This amount will be the Initial Lease Rate, or "Lease Rate", or "Rate". The rate will be applied to the total size of the parcel(s) leased and not just the building footprint.
- B. The minimum rate will be based on square footage of lease bid, which results in available frontage for future lease(s).
- C. Minimum Initial Lease Rates:
 1. \$0.28 sq ft per year for Lease in excess of 160 feet of frontage (38,400 sq ft)
 2. \$0.30 sq ft per year for Lease between 131 and 159 feet of frontage (31,201 sq ft to 38,399 sq ft)
 3. \$0.32 sq ft per year for Lease with 130 feet of frontage (31,200 sq ft)
- D. Rent shall be assessed at fifty percent (50%) from the date of execution of the Agreement until the date of the issuance of the complete set of as build drawings. Land Rent payments shall be due monthly and payable in advance on the date of issuance of complete set of as build drawings. Any deposited Land Rent that has not been applied against rental payments due from the execution of the Agreement until the date of the issuance of complete set of as build drawings will be credited to future amounts due.
- E. The rental rate will be subject to adjustment commencing on the anniversary date of occupancy every five (5) years with the adjustment being the total of the Consumer Price Index for the Houston/Galveston region for the previous five-year period aggregated, or an increase of seven percent (7.5%) whichever is greater.

The County reserves the right to reject any proposal which, in the County's sole opinion, does not meet the qualifications.

5.5 OPERATIONS

The successful proposer(s) shall be responsible for providing all day to day and major maintenance for all improvements on the site. Lessee shall be responsible for all maintenance of all paved surfaces on the site. Lessee shall be responsible for installing and maintaining access control at all Air Operations Area access points in accordance with the Airport Security Program.

5.6 DEVELOPMENT FUNDING & CAPITAL INVESTMENT

Proposers must provide as part of their proposal a projected budget for the construction of the project to include all hard and soft costs. In addition, the submitting entities must provide a projection of fuel purchases for the aircraft occupying the premises. Proposers shall provide in their proposal a letter from a bank or other lending institution that the entity has pre-approved the funding for the project. If the project is being paid for by the proposer without a loan, proposer must provide a letter from the proposer's financial institution confirming that the proposer has sufficient liquid capital available to fund the project as proposed.

SECTION 6. PREFERENTIAL FUEL

Jefferson County has provided consideration to Ground Leases for Aeronautical Hangar Development for preferential fuel purchases as an incentive to invest capital infrastructure at the Jack Brooks Regional Airport.

1. Bidders are to provide the following information on aircraft to be housed in the intended hangar development:
 - a. Type, Make, Model of each aircraft.
 - b. Current based location.
 - c. Estimated annual fuel purchases from Jack Brooks Regional Airport.
 - d. Proof of Aircraft Ownership
 - i. Both Aircraft and Hangar described in this bid and subsequent agreement must be owned by either Lessee; a single corporation or company of which Lessee is an officer and shareholder; or a single association of which Lessee is a partner, officer, or trustee.
 - ii. If Lessee is not the sole owner of the Aircraft, then Lessee must have sufficient authority, ownership, possession, and control of the Aircraft to enable Lessee to comply with all terms of this bid and subsequent agreement, and Lessee warrants that Lessee has sufficient authority to do so.
 - iii. Ownership must be shown by providing to County a copy of the current FAA Certificate of Aircraft Registration. If aircraft is registered as being owned by a corporation, then a copy of the articles of incorporation or other corporate document(s) showing that Lessee is an officer and shareholder of the corporation must be provided to County.
 - e. Affidavit providing purpose of Aircraft
 - i. Corporate use for purposes of this bid and subsequent agreement is defined as flights for officers, agents, guests, etc. For profit flights, including charter, flight school, aircraft rental, etc. or any situation where the fuel purchased is in the pursuit of profiting off the fuel in any manner, regardless of how remote, will result in the cancellation of Preferential Fuel considerations in the resultant agreement.
2. Preferential Fuel Rate
 - a. The rate charged to the lessee for fuel transactions under this section will be determined by multiplying the Preferential Fuel Rate, "PFR", by the Airport's weekly cost of inventoried fuel. Respondent is to note that the Airport's cost of fuel fluctuates weekly depending upon the commodity rate of fuel delivered to Airport.
 - b. Respondent is to enter their proposed Preferential Fuel Rate percentage on the Submission Response Sheet.
 - i. The minimum percentage rates are determined based on hangar development size, see below, and shall not be lower than 14%. Ex) If proposed hangar development is the minimum between 10,000 and 10,999 square feet, the Preferential Fuel Rate shall be 20%.

1. Hangar Size 10,000 to 10,999	20%
2. Hangar Size 11,000 to 11,999	19%
3. Hangar Size 12,000 to 12,999	18%
4. Hangar Size 13,000 to 13,999	17%
5. Hangar Size 14,000 to 14,999	16%
6. Hangar Size 15,000 to 15,999	15%
7. Hangar Size 16,000 or more	14%
 - ii. Successful Respondent would be able to purchase fuel into plane at the agreed upon rate multiplied by the weekly Airport cost of fuel plus the weekly cost of fuel. Ex) If successful respondent erects a hangar development with a square footage of 10,500 and bid the minimum 20%, and the cost of fuel is \$3.50 per gallon, then the respondent would be assessed \$0.70 per gallon plus the \$3.50 for a total \$4.20 per gallon.

3. All fuel transactions referenced in this bid and subsequent agreement are limited to Jet-A Aviation Fuel. AvGas is excluded from any Preferential Fuel Rate.
4. All fuel transactions referenced in this bid and subsequent agreement are limited to personal/internal use only. For-profit fuel transactions are prohibited and any prohibited transactions will result in the void/cancellation of preferential fueling considerations.
5. Bidder agrees to, in this bid and subsequent agreement, to provide County, upon County's request, access to any and all relevant financial transaction documents to assure fuel transactions are in compliance with and not violating this bid and subsequent agreement.
6. Fuel will be limited to aircraft housed in new hangar development and will not exceed 3 aircraft.
 - a. The right to transfer preferential fueling from one aircraft to another must be requested in writing to the Airport/County with said approval to not be unreasonably withheld.
 - i. Transfers will be limited to one aircraft per year
 - ii. Written transfer requests will be at least four (4) weeks in advance.
 - iii. All previous rules and requirements must be met and verified prior to approval.
7. If Airport fueling operational costs increase in order to maintain quality control and other factors, the percentage rate of preferential fueling may increase to help offset those costs.
8. If the County determines it is in the best interest of the County and Airport to discontinue preferential fueling, preferential fueling will be discontinued with County providing 30 days advanced written notice.

SECTION 7. PROPOSAL EVALUATION AND SELECTION PROCESS

7.1 INTRODUCTION TO EVALUATION AND SELECTION PROCESS

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

7.3 EVALUATION COMMITTEE

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

7.4. EVALUATION PROCESS

RFP Submittals that do not conform to the instructions or which do not address all the services as specified within this RFP specifications packet may be eliminated from consideration. However, Jefferson County reserves the right to accept such a submittal if it is determined to be in the best interest of the County.

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

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

The Jefferson County Purchasing Department expects to conduct discussions with vendor's representatives authorized to contractually obligate the vendor with an offer. **Vendors shall not contact any Jefferson County personnel during the RFP process without the express permission from the Jefferson County Purchasing Agent. The Purchasing Agent will disqualify any vendor who has made site visits, contacted Jefferson County personnel, or distributed any literature without authorization from the Jefferson County Purchasing Department.**

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

Selected vendors may be expected to make a presentation/product demonstration to an Evaluation Committee and Commissioners' Court. Proposals, vendor presentations, and product/service evaluations may develop into negotiating sessions with the vendor(s) as selected by the Evaluation Committee. Jefferson County expects to conduct negotiations with vendor representatives authorized to contractually obligate the vendor with an offer. If vendor is unable to agree to contract terms and conditions, Jefferson County reserves the right to terminate contract negotiations with that vendor and initiate negotiations with another vendor. In addition to a presentation, visits by

the Evaluation Committee to representative vendor client sites may be conducted where the proposed solution can be demonstrated in a production environment.

7.5 PROPOSAL EVALUATION CRITERIA:

- a. **Purpose and Intended Use of Development – 15%**
- b. **Size (Square Footage) of Proposed Ground Lease – 20%**
- c. **Term of Proposed Ground Lease (Length of Proposed Lease and Initial Lease Rate) – 20%**
- d. **Level of Capital Investment and Anticipated Construction Costs – 20%**
- e. **Rate of Preferential Fueling – 15%**
- f. **Proof of Financing – 5%**
- g. **Compliance with Specifications and Submission Package – 5%**

The County reserves the right, at its sole discretion, to award all or some of the available frontage depending on the scoring of the proposals received and how they support the strategic goals of the County.

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

Submission Response Recap Sheet

	Proposal Item	Response
A	<p>Lease Square Footage</p> <p>Respondent needs to carefully read the specifications to verify lease area calculation. Lease area is determined by adding 30 feet to the development width then multiplying by 240 feet.</p> <p>Minimum lease square footage is 31,200 square feet.</p>	
B	<p>Initial Base Rate per Square Foot</p>	
	<p>Initial Annual Lease Rent</p> <p>Multiply Line A by Line B</p>	
C	<p>Lease Term – Original (in Years)</p>	
D	<p>Lease Term – Option (in Years)</p>	
	<p>Total Lease Term</p> <p>Add Line C and D</p>	
E	<p>Number of Based Aircraft</p>	
F	<p>Estimated Annual Fuel Purchases (from Airport)</p>	
G	<p>Preferential Fueling Rate (Percentage over cost of fuel)</p> <p>Minimum Rate is 14%</p>	

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

NON-DISCLOSURE AGREEMENT

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

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

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

[Printed Name of Consultant]

By: _____
Title: _____
Date: _____

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

RESPONDENT INFORMATION FORM

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

RFP Number & Name: (RFP 24-027/MR) Ground Lease for Third Party Development of Aeronautical Facilities at the Jack Brooks Regional Airport

Proposer's Company/Business Name: _____

Proposer's TAX ID Number: _____

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

Contact Person: _____ **Title:** _____

Phone Number (with area code): _____

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

Fax Number (with area code): _____

Email Address: _____

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

Address

City, State, Zip Code

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

VENDOR REFERENCES FORM

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

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

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Email Address: _____ Contract Period: _____

Scope of Work: _____

SIGNATURE PAGE

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

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

This Proposal/RFP Response shall remain in effect for **120 days** from RFP opening and shall be exclusive of federal excise and state and local sales tax (exempt).

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

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

RFP Respondent (Entity Name)

Signature

Street & Mailing Address

Print Name

City, State & Zip

Date Signed

Telephone Number

Fax Number

E-mail Address

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

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

Signature of Contractor's Authorized Official

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

Date

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

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

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

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

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

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

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

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

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

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

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

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

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

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

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

(2) the vendor:

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

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

or

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

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

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

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

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

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

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

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

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

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

(1) the date that the vendor:

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

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

(2) the date the vendor becomes aware:

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

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

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

CONFLICT OF INTEREST QUESTIONNAIRE

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).</p> <p>By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.	Date Received	
2 <input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information in this section is being disclosed. <div style="text-align: center; margin-bottom: 10px;"> _____ Name of Officer </div> <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>		
4 _____ <div style="display: flex; justify-content: space-between;"> Signature of vendor doing business with the governmental entity Date </div>		

Adopted 8/7/2015

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

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

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

Adopted 8/7/2015

**THIS FORM IS FOR
OFFICE USE ONLY**

GOOD FAITH EFFORT (GFE)

Determination Checklist

This information must be submitted with your proposal.

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

Did the Prime Contractor/Consultant . . .

- | | | |
|------------------------------|-----------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 2. Notify in writing a reasonable number of HUBs, allowing sufficient time for effective participation of the planned work to be subcontracted? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> 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)? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 4. Negotiate in good faith with interested HUBs, and not reject bids from HUBs that qualify as lowest and responsive bidders? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 5. Document reasons HUBs were rejected? Was a written rejection notice, including the reason for rejection, provided to the rejected HUBs? |
| <input type="checkbox"/> Yes | <input type="checkbox"/> No | 6. If Prime Contractor/Consultant has zero (0) HUB participation, please explain the reasons why. |

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

Printed Name of Authorized Representative

Signature

Title

Date

REQUIRED FORM

Proposer:

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

Notice of Intent (NOI) to Subcontract with

Historically Underutilized Business (HUB)

This information must be submitted with your proposal.

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

Yes No

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

Contractor Name: _____ HUB: 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/Sub-consultant Change Form" must be completed and faxed to 409-835-8456.

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 1 of 4

This information must be submitted with your proposal.

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

Yes No

Prime Contractor: _____ HUB: Yes No

HUB Status (Gender & Ethnicity): _____

Address: _____
Street City State Zip

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

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

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

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

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

FOR HUB OFFICE USE ONLY:

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

PART I. HUB SUBCONTRACTOR DISCLOSURE

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 2 of 4

HUB Subcontractor Disclosure

PART I: Continuation Sheet (Duplicate as Needed)

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

HUB Subcontractor Name: _____

HUB Status (Gender & Ethnicity): _____

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

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 3 of 4

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

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

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

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

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

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

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

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Historically Underutilized Business (HUB) Subcontracting Participation Declaration Form

Page 4 of 4

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

Subcontractor Name: _____

Address: _____
Street City State Zip

Contact person: _____ Title: _____

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

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

Description of Subcontract Work to be Performed: _____

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

Name (print or type): _____

Title: _____

Signature: _____

Date: _____

E-mail address: _____

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

Name (print or type): _____

Title: _____

Date: _____

E-mail address: _____

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

RESIDENCE CERTIFICATION/TAX FORM

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

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

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

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

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

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

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

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

REQUIRED FORM

Proposer:

Please complete this form and include with proposal submission.

HOUSE BILL 89 VERIFICATION

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

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

Pursuant to Section 2270.002, Texas Government Code:

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

Signature of Company Representative

Date

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

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

Notary Seal

Notary Signature

Date

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

SENATE BILL 252 CERTIFICATION

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

Company Name

IFB/RFP/RFQ number

Certification check performed by:

Purchasing Representative

Date

RESPONDENT'S AFFIDAVIT

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

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to **120 days** in order to allow Jefferson County adequate time to evaluate the qualifications submitted.

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

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

NAME OF BUSINESS

BY:

Sworn to and subscribed before me
this _____ day of
_____, 2024

SIGNATURE

NAME & TITLE, TYPED OR PRINTED

Notary Public

MAILING ADDRESS

State of _____

CITY, STATE, ZIP CODE

My Commission Expires: _____

() _____
TELEPHONE NUMBER

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

Attachment A – Site Availability



Figure A.1

The above distances are approximate. Approximately 25' from the side of Hangar 5 (depicted on left in above picture, Fig A.1) is reserved for anticipated side access road for Hangar 5. The general site is depicted in the shaded red area below in Fig A.2.

Figure A.2



Agreement 24-029/DC



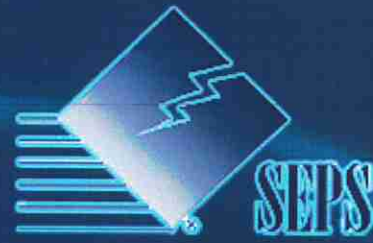
SEPS, Inc.

Steve Eckert
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steve.eckert@unifiedpowerusa.com
www.seps-inc.com

Keeping You in Power

Jefferson County Sheriff
2024 Preventative Maintenance Renewal
Proposal #: 167640 - Rev: 1
Date: 05/01/2024

Steve Eckert
 (877) 469-4846
 steve.eckert@unifiedpowerusa.com



2024 Preventative Maintenance Renewal

Invoice To:	End User:
Jefferson County Sheriff 1149 Pearl Street 7th Floor Beaumont TX 77701	Jefferson County Sheriff

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651, US

Unit Name	Manufacturer	Serial #	Batt Qty	Coverage	PM Frequency	Price
UPS 6	Eaton Powerware	BP184FM005		FS/P/24hr	1 Major 5x8	\$2,027.94
UPS 6 BAT 2	CSB		10	PM/24hr	Annual VRLA 5x8	-
UPS 6 BAT 1	CSB		10	PM/24hr	Annual VRLA 5x8	-
Site Total:						\$2,027.94

Coverage Legend

Coverage	Description
FS/P/24hr	Full Service, Parts & Labor for the UPS, 24hr Emergency Response Time 7x24
PM/24hr	Preventive Maintenance Only, 24hr Emergency Response Time 7x24, Repairs Billable

Summary

Jefferson County Sheriff, 337 Pine Street, Port Neches, TX 77651, US	\$2,027.94
Tax	\$0.00
Total	\$2,027.94



SEPS, Inc.
 7531 Brush Hill Rd., Burr Ridge, IL 60527
 Phone: 630.986.8899
 www.seps-inc.com

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 Proposal #: 167640
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Agreement and Terms			
Contract Start	Contract End	Payment Term	Billing Cycle
07/01/2024	07/31/2025	Net 30 Days	1 Year Annual Billing in Advance
Proposal expires 30 days after the contract start date			

SEPS, Inc. Terms & Conditions will apply to orders based on this proposal.

SEPS, Inc. Standard Terms attached to this proposal are part of this Agreement and constitutes the entire Agreement between the parties and shall exclusively control the relationship of the parties, with regard to this Agreement. Printed, preprinted or other terms on the face or reverse side of Buyer's Purchase Order shall not be binding. By signing below the Purchaser represents that it is the owner of the Covered Equipment or, if it is not the owner that it has the authority to enter into this agreement.

SEPS, Inc.

Jefferson County Sheriff

Signature: _____

Signature: _____

Date: _____

Date: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____



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Service Agreement

SEPS, Inc. will provide scheduled or remedial services (hereinafter referred to as service) in accordance with the manufacturer's specifications, as further defined in SEPS, Inc. Proposal (Proposal) attached hereto. This Service Agreement is made and entered into by SEPS, Inc. and Customer expressly subject to the standard commercial Terms and Conditions of SEPS, Inc. all of which are incorporated by reference herein as if fully copied and set forth at length.

A. SCHEDULED MAINTENANCE:

1. The Preventive Maintenance (PM) inspection requirements will be scheduled during the Agreement period. Unless otherwise agreed in applicable Proposal:
 - a. Minor inspection(s) (if applicable) will be scheduled at the convenience of SEPS, Inc. and normally will not require a system shutdown.
 - b. The Major inspection will be scheduled at the convenience of the Customer and may require a full system shutdown.
2. If a PM cannot be scheduled within any annual term due to Customer delay, such PM will be forfeited no prorated PM value will be refunded.

B. EMERGENCY MAINTENANCE:

1. SEPS, Inc. will provide an emergency telephone number for notification by Customer of the need for emergency maintenance. For equipment covered by Remedial maintenance, SEPS, Inc. will determine the extent of the emergency and will take the necessary corrective action. If repairs are to be charged at Time & Materials (T&M) rates (attached), such service must be approved by Customer prior to dispatch (Refer to Section D). Emergency maintenance is defined, for purposes of this Agreement, as the maintenance required to restore the equipment listed in Appendix I to manufacturers agreed specifications following an unexpected interruption in service of said equipment.
2. SEPS, Inc. will make every reasonable effort to provide emergency maintenance as soon as possible and according to the response time schedule specified in the Proposal, subject to Customer acceptance and approval in case of T&M coverage.

*RESPONSE TIME IS DEFINED, FOR PURPOSES OF THIS AGREEMENT, AS THE TIME FROM RECEIPT OF AN EMERGENCY CALL BY SEPS, Inc., TO THE ARRIVAL OF AN ENGINEER ON SITE AT THE EQUIPMENT LOCATION.

3. SEPS, Inc. will provide remedial maintenance for problems not immediately affecting system reliability on a 0700 to 1800 hours Monday through Friday basis.

C. PARTS REPLACEMENT:

1. If Parts coverage is specified for equipment specified in the Proposal, REPLACEMENT OF CUSTOMER PARTS USED IN REPAIR OF SAID EQUIPMENT IS INCLUDED, with exception of Batteries (unless specifically included in the Proposal), major magnetics, and full AC or DC capacitor replacement. If any equipment covered by a Full Service program is no longer supported by its original equipment manufacturer, it is agreed that parts replacement for said equipment will be provided on a best-effort basis, and if parts are unavailable from any known source then the coverage for the equipment will revert to PM-Only and the contract value adjusted accordingly.
2. Any parts replaced under this Agreement will become the property of SEPS, Inc.

D. ITEMS NOT COVERED BY THIS AGREEMENT:

1. Equipment modification or any additional testing beyond the scope described herein and attached, and testing of equipment modifications made by Customer are not covered by this Agreement.
2. Work not covered by this Agreement will be evaluated by SEPS, Inc. and, if agreed to by both parties, will be performed on a time and material basis as set forth in attached T&M rates.

E. EQUIPMENT LOCATION:

1. Maintenance of equipment covered under Remedial service is to be provided at the location specified in the Proposal only.
2. Customer will provide adequate working space and facilities for use by SEPS, Inc. and proper storage of spare parts. Customer will allow SEPS, Inc. ready access to Customer site and equipment, subject to Customers reasonable internal security and safety rules.

F. BATTERIES:

1. Battery maintenance is the sole responsibility of the Customer unless battery coverage is specified in the Proposal. In the event that battery maintenance is provided by SEPS, Inc., it will be performed in accordance with general manufacturer's recommendations and standard industry practice. SEPS, Inc. assumes no responsibility for the proper dissemination or accuracy of recommendations of individual manufacturers.

G. TERM and TERMINATION:



SEPS, Inc.
 7531 Brush Hill Rd., Burr Ridge, IL 60527
 Phone: 630.986.8899
 www.seps-inc.com

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 Date: 5/6/2024

Steve Eckert
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 steve.eckert@unifiedpowerusa.com



1. This Agreement shall automatically be renewed for successive twelve (12) month periods at prices in effect at the time of each renewal. Customer will be provided written notice of renewal of the Agreement approximately 60 days prior to its expiration stating the prices for the applicable renewal term. In the event Customer elects not to renew this Agreement, Customer shall provide thirty (30) days written notice prior to its expiration.
2. Notwithstanding the foregoing, Customer or SEPS, Inc. may terminate this Agreement at any time upon thirty (30) days written notice to the other, in which case I) Customer will be liable for any service rendered to the reasonable satisfaction of Customer prior to the effective date of termination; and II) SEPS, Inc., at its discretion, shall provide a credit against any advance payments received as follows: a) a prorated amount based on the terminated portion of the fixed-price fee due SEPS, Inc.; or b) an amount based on the difference between the amount paid by Customer prior to the effective date of early termination and the actual cost of service provided (including emergency repair calls) by SEPS, Inc. prior to the effective date of early termination.

H. EXCLUSIONS:

1. If included under Remedial coverage, equipment that has not been serviced by SEPS, Inc. is subject to inspection by SEPS, Inc. to determine if it is in acceptable working condition prior to acceptance of this Agreement by SEPS, Inc. As determined by results of the first preventive maintenance inspection under this Agreement, any remedial action required to bring covered equipment into compliance with manufacturer's specifications will be at Customer's sole expense under the time and material charges at the attached T&M rates. If Customer declines to approve such remedial action, the Agreement will be voided and any payments already received by SEPS, Inc. will be refunded, less any charges (at aforementioned T&M rates) for services already expended under the Agreement.
2. Labor will be charged to and paid by Customer at the attached T&M rates, for the repair or service of the equipment covered as Remedial Service under this Agreement, in the event any of the following conditions occur during the term of this Agreement:
 - a. Persons other than SEPS, Inc. attempt to repair or maintain the equipment covered by this Agreement;
 - b. Damage to the equipment covered by this Agreement results from acts of God or any and all external causes including, but not limited to, any and all insurable risks. This limitation specifically excludes acts by SEPS, Inc., its agents, or employees;
 - c. Damage to equipment covered by this Agreement results from failure to maintain a reasonable temperature or state of cleanliness at the covered equipment location;
 - d. Reasonable access to the covered equipment is denied to SEPS, Inc.;
 - e. Service calls are requested by Customer which are unrelated to the equipment covered under this Agreement;
 - f. Service is required due to misuse or improper operation of the covered equipment beyond the manufacturers' specifications for the equipment covered under this Agreement;
 - g. SEPS, Inc. is required to stay at Customer's site more than one hour after repairs are completed because Customer has elected not to place equipment back in service upon completion of repairs; and,
 - h. SEPS, Inc. is required to use outside personnel to provide services under this Agreement. The cost of any such outside personnel shall be Customer's sole responsibility.

I. SAFETY REPRESENTATIVE:

1. Customer agrees to provide a safety representative and that representative will be available at the equipment location whenever SEPS, Inc. is performing services under this Agreement on equipment under line power. Customer will further ensure that the safety representative understands where and how to disconnect power and has sufficient physical capabilities to accomplish same.

J. CUSTOMER RESPONSIBILITIES:

1. Notwithstanding any other provision of this Agreement, Customer shall provide proper and reasonable maintenance and access to all equipment covered by this Agreement. Customer shall also provide the following:
 - a. A Safety Representative, as provided for in Paragraph I;
 - b. Inspection and replacement of air filters on a routine basis;
 - c. All applicable equipment areas kept clean and free of loose debris.
 - d. A temperature in all applicable equipment areas at or below 84 degrees Fahrenheit at all times;
 - e. Humidity control in all applicable equipment areas to prevent condensation;
 - f. Covered equipment areas free of corrosive elements that affect the operating life of equipment.

K. ASSIGNMENT/SUBCONTRACTING:



SEPS, Inc.
 7531 Brush Hill Rd., Burr Ridge, IL 60527
 Phone: 630.986.8899
 www.seps-inc.com

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 Date: 5/6/2024

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steve.eckert@unifiedpowerusa.com



1. Neither party to this Agreement shall have the right to assign its rights or delegate its duties under this Agreement without the prior written consent of the other party which shall not be unreasonably withheld. This provision shall not act to prevent and/or restrict either party from an assignment to accomplish a change and/or modification of corporate structure provided that such changes and/or modifications do not materially and adversely affect the other party to this Agreement. In addition, SEPS, Inc. shall have the right to subcontract any of the work that is the subject of this Agreement.



SEPS, Inc.
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 steve.eckert@unifiedpowerusa.com



Critical Power Service

Attachment U100

Unified Powers Critical Power Service (CPS) includes the following:

Repair of the Electronics or power module portion of the UPS System. These Services shall be performed during the contracted period of maintenance (CPM) at no extra charge to the client. Unless otherwise specifically stated on the Service Agreement or accompanying Proposal, Unified Power (Contractor) shall respond to an emergency at the clients site the next business day after Contractor acknowledges clients request.

Emergency Service Repair includes labor, parts and expenses required to repair clients system. Should the client possess a spare parts kit, the Contractor may use those spare parts during the repair of the system and shall replace the spare parts with the same or similar products.

Exclusions: Unless otherwise specifically stated in the Service Agreement or this Attachment U-100, the following parts and/or services are excluded: Full DC or AC capacitor replacements, Battery Plant replacement or parts associated directly with the battery plant, External breakers and switchgear. Repair of pre-existing conditions, damages caused by others.

CPS Preventive Maintenance is not included by this Agreement, but it is recommended. Prior to the acceptance of this Agreement and commencement of CPS a pre-site survey by Contractor is required.

Rev. 03/10/14



SEPS, Inc.
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 Date: 5/6/2024

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UPS Inspection Major

Attachment U200

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Major PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

- I. Visual Inspection
 - A. Inspect all printed circuit boards connections for cleanliness, swab contacts if necessary.
 - B. Inspect all power connections for signs of overheating.
 - C. Inspect all subassemblies, bridges and legs for signs of component defects or stress.
 - D. Inspect all DC capacitors for signs of leakage.
 - E. Inspect all AC capacitors for signs of leakage.
 - F. Inspect and inventory all customer owned spare parts.
 - G. Inspect for, and perform as required, any open engineering changes.
- II. Internal Operating Parameters
 - A. DC Ground Detection Offset
 - B. Inverter leg current average balance
 - C. Output filter current average phase balance
 - D. Rectifier bridge current average leg balance
 - E. AC Protection settings and operation
 - F. DC Protection settings and operation
 - G. Input and Output Frequency and Voltage Bandwidth settings.
 - H. Verify DC filter capacitance.
 - I. Verify AC tank and trap filter capacitance.
 - J. Power Supply voltages and waveforms.
 - K. Replace Power Module power supply back up control battery cells.
 - L. Static Switch leakage testing
- III. External Operating Parameters
 - A. System Input Voltages (all phases)
 - B. System Input Currents (all phases)
 - C. DC Charging Voltage (float and equalize), record settings, adjust to nominal
 - D. Rectifier phase on and walk up
 - E. Inverter phase on and walk up
 - F. Adjust all panel meters to measured values
 - G. System Bypass Voltages (all phases)
 - H. Manual and UV Transfer Testing, verify uninterrupted transfer waveform.
 - I. Outage simulation, and battery capability testing, and verify charger current limit.
 - J. Generator operation and interface verification.
- IV. Environmental Parameters



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 steve.eckert@unifiedpowerusa.com



- A. UPS area ambient temperature and condition of ventilating equipment.
 - B. General Cleanliness of UPS Power Module
 - C. General Cleanliness of UPS area.
 - D. Replace all air filters.
 - E. Clean control panel/CRT screen.3
- V. Battery Cabinet Checks
- A. General appearance of Battery System (all types)
 - B. General cleanliness of Battery System area. (all types)
 - C. Battery System area ambient temperature and condition of ventilating equipment.
- VI. Monitoring System Parameters
- A. Alarm archive review and printing
 - B. Alarm lamp test - local and remote
 - C. Replace all open monitor bulbs
- VII. General
- A. Customer Consultation
 - B. Verbal Recommendations
 - C. General Observations

Following the Major PM inspection, a written report will be provided detailing the results of the inspection, and making specific recommendations toward future remedial action, upgrades, or sparing.

Rev. 02/28/14



SEPS, Inc.
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UPS Minor Inspection

Attachment U201

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during a Minor PM inspection of the UPS Power Module (PM Services). PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. All inspections are designed to be performed during off line operation, in the bypass mode. A review of all hardware and/or processes may not be applicable to all equipment models. UPH offers standardized Methods of Procedure (MOPs) to be followed in conjunction with PM Services, specialized MOPs are available on request and charged based on Preferred Time and Material Rates (U-901).

Clients canceling a PM Service less than 24 hours prior to the scheduled appointment time may forfeit PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the PM Service inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the PM Services otherwise available to client from Contractor.

- I. Visual Inspection
 - A. Inspect the proper operation of all cooling fans.
 - B. Inspect all power connections for signs of overheating.
 - C. Inspect all DC capacitors for signs of leakage.
 - D. Inspect all AC capacitors for signs of leakage.
 - E. Inspect and inventory all customer owned spare parts.
 - F. Inspect for and note any open engineering changes.
- II. Internal Operating Parameters
 - A. Rectifier bridge current average leg balance.
 - B. Inverter leg current average balance.
 - C. Power Supply voltages and waveforms.
 - D. Power Supply back up control battery cell voltages.
 - E. Output filter current average phase balance.
- III. Environmental Parameters
 - A. UPS area ambient temperature and humidity.
 - B. Operating condition of ventilation and cooling equipment.
 - C. Cleanliness of UPS Power Module.
 - D. Cleanliness of UPS area.
 - E. Cleanliness of all air filters (replace if necessary)
- IV. Battery Checks
 - A. Battery System area ambient temperature and humidity.
 - B. Operating condition of ventilation and cooling equipment.
 - C. General appearance of Battery System (all types)
 - D. General cleanliness of Battery System area. (all types)
- V. Monitoring System Parameters
 - A. Download of alarm history / event queue.
 - B. Download of present front panel metering values.
 - C. System Input Voltages, Currents, and Frequency (all phases).
 - D. Rectifier Input Voltages, Currents, and Frequency (all phases).
 - E. DC Charging Voltages and Current
 - F. Inverter Output Voltages, Currents, and Frequency (all phases).
 - G. System Output Voltages, Currents, and Frequency (all phases).
 - H. System Bypass Voltages and Currents (all phases).



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- I. Download of battery self-test data
- J. Download of unit configuration report
- K. Operation of control and status panel lamp tests - local and remote
- L. Operating status of remote monitor status panels

VI. General

- A. Customer Consultation
- B. Verbal Recommendations
- C. General Observations
- D. Submit Report within 5 days

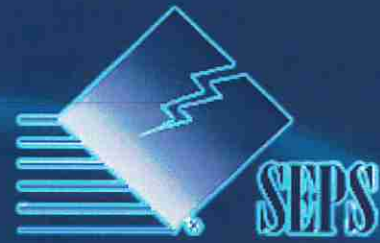
Rev. 02/28/14



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Valve Regulated Battery System (Sealed)

Annual/Semi-Annual Inspection

Attachment U300

The following is an outline of general items reviewed and evaluated by Unified Power (Contractor) during an inspection of the battery plant (Battery PM Services). Battery PM Services are performed during the Contracted Period Maintenance (CPM) at no extra charge to the client. No Battery PM Services will be performed on Holidays observed by Contractor. All inspections are designed to be performed during on-line operation. A review of all hardware and/or processes may not be applicable to all equipment models.

Clients canceling a Battery PM Service less than 24 hours prior to the scheduled appointment time may forfeit Battery PM Service under the Agreement. Furthermore, Contractor will make a maximum of (3) attempts to schedule the Battery PM inspections. Failure by client to respond or allow access to clients facilities by Contractor may result in forfeiture of the Battery PM Services otherwise available to client from Contractor.

Annual/Semi-Annual Maintenance Inspection Includes:

- Measure and record total system float voltage and individual battery voltages using a digital voltmeter.
- Batteries may be load tested with a portable tester applying 2.5 times its ampere hour rating for 15 seconds and record battery voltage at end of test period. Batteries may also have the internal resistance, impedance or conductance recorded as well as load testing 10% during bi-annual inspections.
- Measure and record ambient temperature and all negative post temperatures.
- Measure and record all of the intercell/unit connector and battery cable contact resistances using a digital low resistance ohmmeter to verify that connection resistances are within the acceptable values determined for the particular battery, per manufacturers guidelines. Not applicable to units with spade terminals.
- Visually inspect conditions and appearance of the following:
 - Main terminal connections, intercell/unit connectors, cables, and associated hardware.
 - Cell/unit covers, containers, and post seals.
 - Battery racks or cabinets and associated components and hardware.
- Mechanicals and Housekeeping Review:
 - Spot check torque on battery rack frames, rails and braces.
 - Retorque all battery connections found to be beyond acceptable contact resistance values. Connection resistances remaining above acceptable limits should be analyzed to determine the effect of the increased resistance on connection integrity, remedy as required.
 - Perform cleaning of accessible surfaces and surrounding areas.
- Inspect and/or adjust the following:
 - Float and equalize voltage settings.
 - Operation of output current and voltage meters.
 - General housekeeping of equipment.
- Review of Customer maintained records and safety documentation:
 - Check for warning/hazard labels and operation information placards.
 - Inspect area for safety equipment if required.
- Provide Customer with a written report:
 - Describe condition of the batteries and any maintenance which Contractor deems necessary.
 - Submit Report within 5 days

Rev. 9/17/13



SEPS, Inc.
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Preferred Time and Material Rates

Attachment U901

Preferred Time and material rates apply to remedial/emergency services performed by Unified Power engineers on contracted clients. Remedial service requiring emergency response for equipment failures is available 24 hours a day, 365 days a year. Rates do not apply to scheduled services, such as special testing, battery string replacement, or other specific services which are quoted on a fixed-price basis upon request. Contracted clients receive 15% off of standard labor rates and discounts off of parts list price.

Unified Powers Standard Terms Conditions apply for services performed. Rates are subject to change

Travel and Labor Rates *

Service Type	Regular Hours ¹	Off Hours ²	Holiday
UPS Services	\$172.00/Hour	\$265.00/Hour	\$370.00/Hour
DC/Electronic Services	\$172.00/Hour	\$265.00/Hour	\$370.00/Hour
Battery Services	\$140.00/Hour	\$220.00/Hour	\$290.00/Hour
Managed Service	As Proposed		
Expenses	Billed at Cost		
Auto Mileage	\$1.25 per Mile		
Materials//Parts	Current Pricing, FOB Shipping Point		
Same Day Response	Subject to availability, May be subject to Premium Charge		
Calculation of Charges	Portal to Portal		

* Minimum of 4 hours required for the services

1 Regular Hours : Monday - Friday from 8am to 5pm.

2 Off Hours : Monday - Friday and Weekends

Effective: 08/01/19



SEPS, Inc.
 7531 Brush Hill Rd., Burr Ridge, IL 60527
 Phone: 630.986.8899
 www.seps-inc.com

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PATRIOT AIRBOAT CORP

810 Edgewood St.
Vidor, TX 77662
409-422-0006
sandra@patriotairboats.com

Estimate



ADDRESS
JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET
7TH FLOOR
BEAUMONT, TEXAS 77701

SHIP TO
JEFFERSON COUNTY AUDITORS OFFICE
1149 PEARL STREET
7TH FLOOR
BEAUMONT, TEXAS 77701

ESTIMATE #	DATE
1099	05/08/2024

DESCRIPTION	QTY	RATE	AMOUNT
ALUMINUM WALK AROUNDS, 6" TO 8", WITH NON-SKID	2	2,000.00	4,000.00

SUBTOTAL 4,000.00
TAX 0.00
TOTAL **\$4,000.00**

Accepted By

Accepted Date

JEFFERSON COUNTY

FEDERAL GRANT PROCUREMENT POLICY AND PROCEDURES

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Jefferson County follows State of Texas and Federal 2CFR 200.318-200.327 and Appendix II to Part 200 procurement law and guidance in the purchasing and contract management of goods and services. Additional policy guidance below addresses federal purchasing requirements as required by 2 CFR 200 pertaining to the expenditure of federal grant funds.

F. Standards of Conduct

Public employment is a public trust. It is the policy of Jefferson County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of Jefferson County procurement organization.

To achieve the purpose of this Article, it is essential that those doing business with Jefferson County also observe the ethical standards prescribed herein.

Code of Ethics

- 1 Personal Gain. It shall be a breach of ethics to attempt to realize personal gain through public employment with the County by any conduct inconsistent with the proper discharge of the employee's duties.
- 2 Influence. It shall be a breach of ethics to attempt to influence any public employee of the County to breach the standards of ethical conduct set forth in this code.
- 3 Conflicts of Interest. It shall be a breach of ethics for any employee of the County to participate directly or indirectly in procurement when the employee knows that:
 - 1) the employee or any member of the employee's immediate family has a financial interest pertaining to the procurement.
 - 2) a business or organization in which the employee, or any member of the employee's immediate family, has a financial interest pertaining to the procurement.
 - 3) any other person, business or organization with which the employee or any members of the employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

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- 4 Gratuities. It shall be a breach of ethics to offer, give or agree to give any employee or former employee of the County, or for any employee or former employee of the County to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, requesting for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract or to any solicitation or proposal therefore pending before this local government.
- 5 Kickbacks. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- 6 Contract Clause. The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation, therefore.
- 7 Confidential Information. It shall be a breach of ethics for any employee or former employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.
- 8 The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.
- 9 The non-federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and condition of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.
- 10 The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and basis for the contract price.
- 11 (1) The Non-Federal entity may use a time-and-material type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time-and-materials type contract means a contract whose cost to a non-Federal entity is the sum of:
 - (i) The actual cost of materials; and
 - (ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

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(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

- 12** The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

G. Competition

All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.

In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the

JEFFERSON COUNTY

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evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
- (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

Five Methods for Procuring with Federal Funds

2 CFR § 200.320 provides for five methods that must be used when making purchases with Federal funds. In some cases, these Federal methods are more restrictive than State requirements; in other cases, the State requirements are more restrictive than these Federal methods. In all cases, the County affirms the more restrictive requirements or methods must be followed when making purchases with Federal funds.

The type of purchase method and procedures required depends on the cost (and type, in some cases) of the item(s) or services being purchased.

- Micro-purchases
- Small purchase procedures

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- Sealed bids
- Competitive proposals
- Noncompetitive proposals (sole source)

Micro-Purchases (Purchases up to \$3,000.00)

Federal methods provide for procurement by *micro-purchase*. *Micro-purchase* is defined in 2 CFR § 200.320(a) as a purchase of supplies or services using simplified acquisition procedures, the aggregate amount of which does not exceed \$3,000.00. The micro-purchase method is used in order to expedite the completion of its lowest-dollar small purchase transactions and minimize the associated administrative burden and cost.

The County utilizes the micro-purchases method for acquiring supplies or services that do not exceed an aggregate amount of \$3,000.00 if the price is reasonable. The program manager responsible for the Federal award determines if the price is reasonable.

Quotes are not required but encouraged. If quotes are obtained for items under \$3,500.00, they should be kept in the department and attached to the requisition.

Small Purchase Procedures (Purchases between \$3,000.01 and \$149,999.99 in the Aggregate)

The Federal threshold for small purchase procedures is \$150,000. 2 CFR § 200.320(b).

Small purchase procedures (as defined in 2 CFR § 200.320[b]) may be used in those relatively simple and informal procurement methods for securing non-personal contracted services, supplies, or other property that do not cost more than \$149,999.99.

For purchases funded from local funds, to obtain the most competitive price, the County, may, at its option, obtain price quotes for items costing less than \$150,000. Unlike the mandatory competitive procurement described for purchases over \$150,000, if an item to be paid from local funds costs less than \$150,000, the County may utilize price quotations or competitive procurement process (purchasing cooperatives, sole source, an existing RFP/bid or a new RFP/bid) to stimulate competition and to attempt to receive the most favorable pricing.

However, if using **State or Federal funds** to purchase goods or services, *price or rate quotations must be obtained* from an adequate number of qualified sources for all purchases between \$3,000.01 and \$49,999.99 or use the competitive procurement process. The County must obtain more than one price or rate quote unless using a purchasing cooperative, existing Bid/RFP or sole source vendor, in which case, the prices have already been awarded. If purchasing from a purchasing cooperative or existing Bid/RFP, the departments can elect to obtain only one quote to purchase the goods or services although it is recommended to obtain more than one quote.

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Such price or rate quotations may be obtained orally and/or documented in writing, and the County must demonstrate that price or rate quotations were obtained from an adequate number of qualified sources.

Purchases \$150,000 or More in the Aggregate

According to Texas law, one of the following competitive methods must be used for purchases of \$150,000 or more in the aggregate:

- (1) competitive bidding for services other than construction services;
- (2) competitive sealed proposals, for services other than construction services;
- (3) a request for proposals, for services other than construction services;
- (4) an interlocal contract;
- (5) a method provided by Chapter 2269, Government Code, for construction services;
- (6) the reverse auction procedure as defined by Section 2155.062(d), Government Code; or
- (7) the formation of a political subdivision corporation under Section 304.001, Local Government Code.

In addition, one of the three following methods must be used, depending on the circumstance described below, when purchasing with Federal funds: sealed bids (formal advertising); competitive proposals; or noncompetitive proposals (sole source).

Sealed Bids (Formal Advertising)

Bids are publicly solicited, and a *firm fixed-price contract* (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the following conditions apply:

- A complete, adequate, and realistic specification or purchase description is available;
- Two or more responsible bidders are willing and able to compete effectively for the business; and
- The procurement lends itself to a firm fixed-price contract and the selection of the successful bidder can be made principally on the basis of price.

If sealed bids are used, the following requirements apply:

- Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids. The invitation for bids must be publicly advertised.

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- The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond.
- All bids will be opened at the time and place prescribed in the invitation for bids. The bids must be opened publicly.
- A firm fixed-price contract award must be made in writing to the lowest responsive and responsible bidder.

Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of. Any or all bids may be rejected if there is a sound documented reason.

Competitive Proposals

A competitive proposal is normally used with more than one source submitting an offer, and either a *fixed price* or a *cost-reimbursement* type contract is awarded. (A *cost reimbursement contract* reimburses the contractor for actual costs incurred to carry out the contract.) Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- Requests for proposals must be publicized and must identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical.
- Proposals must be solicited from an adequate number of qualified sources.
- The County must have a written method for conducting technical evaluations of the proposals received and for selecting recipients.
- Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.

When using Federal funds, the County may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

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Noncompetitive Proposals (Sole Sourcing)

Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used when using Federal funds only when one or more of the following circumstances apply:

- The item is available only from a single source and an equivalent cannot be substituted. This must be documented.
- The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation.
- After solicitation of a number of sources, competition is determined inadequate.

Additionally, *State* requirements related to sole source purchasing are, in some ways, more restrictive. In addition to the Federal requirements above, sole source purchases must meet established criteria:

- Identification and confirmation that competition in providing the item or product to be purchased is precluded by the existence of a patent, copyright, secret process or monopoly;
- A film, manuscript, or book;
- A utility service, including electricity, gas, or water; and
- A captive replacement part or component for equipment.

According to State requirements, sole source does not apply to mainframe data-processing equipment and peripheral attachments with a single item purchase price in excess of \$15,000.

In this case, the County must document why only this product can meet their needs and that it is not available from any other vendor. In all cases, the County will obtain and retain documentation from the vendor which clearly delineates the reasons which qualify the purchase to be made on a sole source basis.

Contracting with Historically Underutilized Businesses (HUB), Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Firms

The County will take all necessary steps to affirmatively assure HUBs, small and minority businesses, women's business enterprises, and labor surplus firms are notified of bidding opportunities and utilized whenever possible. Affirmative steps will include the following:

- Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

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- Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
- 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.
- Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
- 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
- Require the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in parts (1)-(5) above.

H. Domestic preferences for procurements.

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.

“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.

“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.

I. Procurement of recovered materials.

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

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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.

Cost/Price Analysis for Federal Procurements in Excess of \$150,000

In accordance with the requirements in 2 CFR § 200.324, the County will make independent estimates of the goods or services being procured before receiving bids or proposals to get an estimate of how much the goods and services are valued in the current market.

To accomplish this, before bids and proposals are received, the County conducts either a price analysis or a cost analysis, depending on the type of contract, in connection with every procurement with Federal funds in excess of \$150,000. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation; however, the County will come to an independent estimate prior to receiving bids or proposals, 2 CFR § 200.324(a).

Accordingly, the County performs a cost or price analysis in connection with every Federal procurement action in excess of \$150,000, including contract modifications, as follows:

Cost Analysis → Non-competitive Contracts: A cost analysis involves a review of proposed costs by expense category, and the Federal cost principles apply, which includes an analysis of whether the costs are allowable, allocable, reasonable, and necessary to carry out the contracted services. In general,

- A cost analysis must be used for all non-competitive contracts, including sole source contracts.
- The Federal cost principles apply.
- All *non-competitive contracts* must also be awarded and paid on a *cost-reimbursement basis*, and not on a fixed-price basis.
- In a cost-reimbursement contract, the contractor is reimbursed for reasonable actual costs incurred to carry out the contract.
- Profit must be negotiated as a separate element of the price in all cases where there is no competition.

When performing a *cost* analysis, the County negotiates profit as a separate element of the price. To establish a fair and reasonable profit, consideration is given to the complexity of

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the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work, 2 CFR § 200.323(b).

Price Analysis → Competitive Contracts: A *price* analysis determines if the lump sum price is fair and reasonable based on current market value for comparable products or services. In general,

- A price analysis can only be used with *competitive* contracts and is usually used with fixed-price contracts. It cannot be used with non-competitive contracts.
- Compliance with the Federal cost principles is not required for fixed-price contracts, but total costs must be reasonable in comparison to current market value for comparable products or services.
- A competitive contract may be awarded on a fixed-price basis or on a cost-reimbursement basis. If awarded on a cost-reimbursement basis, the Federal cost principles apply and costs are approved by expense category, and not a lump sum.

Costs or prices based on *estimated* costs for contracts are allowable only to the extent that costs incurred, or cost estimates included in negotiated prices would be allowable costs under the Federal cost principles.

J. Federal awarding agency or pass-through entity review.

The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The Non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

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(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third-party contracts are awarded on a regular basis.

The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

K. Bonding requirements.

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

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(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

L. Contract Administration

The County maintains the following oversights to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, 2 CFR § 200.318(b). The program manager/director of the Federal award is responsible for monitoring contractor performance. The manager/director will compare actual performance of contract against projected performance and have the contractor explain any differences. They may also compare fees paid to date to contractor versus how far along the contractor is in performing the contractual duties. The manager/director may establish surveys of those directly benefitted by the contractor’s work for feedback purposes.

To ensure proper administration of contracts and any subgrants that may be awarded by the Commissioners’ Court, the County uses the following guidelines to determine whether each agreement it makes for the disbursement of Federal funds is a *contract*, whereby funds are awarded to a *contractor*, or a *subaward*, whereby funds are awarded to a *subrecipient*. The substance of the relationship is more important than the form of the written agreement, 2 CFR § 200.330.

Subawards/Subgrants

A *subaward/subgrant* is for the purpose of carrying out a portion of a Federal award and creates a Federal assistance relationship with the subrecipient. The Commissioners’ Court determines who is eligible to receive what Federal assistance, and a *subrecipient/subgrantee*:

- Has its performance measured in relation to whether objectives of a Federal program are met
- Has responsibility for programmatic decision making
- Is responsible for adhering to applicable Federal program requirements, and

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- In accordance with the subgrant agreement, uses the Federal funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the County.

Contracts

A *contract* is for the purpose of obtaining goods or services for the County's own use and creates a procurement relationship with the contractor.

A contractor:

- Provides goods and services within normal business operations
- Provides similar goods or services to many different purchasers
- Normally operates in a competitive environment
- Provides goods or services that are ancillary to the operation of the Federal program, and
- Is not subject to compliance requirements of the Federal program as a result of the contract, though similar requirements may apply for other reasons

Documentation for Contracts

The County maintains the following written documentation, at a minimum, for each contract paid with Federal funds:

1. A copy of the written, signed contract/agreement for services to be performed
2. The rationale or procedure for selecting a particular contractor
3. Evidence the contract was made only to a contractor or consultant possessing the ability to perform successfully under the terms and conditions of the contract or procurement
4. Records on the services performed – date of service, purpose of service – ensuring that services are consistent and satisfactorily performed as described in the signed contract or purchase order
5. Documentation that the contractor was not paid before services were performed, and
6. Records of all payments made (such as a spreadsheet or report generated from the general ledger), including the total amount paid to the contractor

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Payment Only After Services Are Performed

For both State and Federally funded contracts, it is not permissible under Texas law to pay a contractor or consultant in *advance* of performing services. Advance payment to contractors is considered “lending credit” to the contractor and is prohibited under the *Texas Constitution*, Article 3, §§ 50 and 52. For ongoing services that occur monthly, payment can be made at the end of every month (based on a proper invoice submitted by the contractor and verification of work performed) for services performed during the month, or some other similar arrangement.

Consultants and contractors will not be paid without having a properly signed and dated contract or other written agreement in place which clearly defines the scope of work to be performed, the beginning and ending dates of the contract, and the agreed-upon price. The contract should also include a description of the payment procedures.

Upon performance of services (at contract milestones or upon completion of services), the contractor is required to submit an *invoice* to the County’s Auditors Office that contains at a minimum the following:

- a clear identification of the contractor/consultant, including name and mailing address
- a corresponding contract (or written agreement) number, if applicable
- the dates (beginning and ending date) during which the services were performed (i.e., billing period)
- a description of the services/activities completed during the billing period
- the total amount due to the contractor for the billing period

By submitting a properly-prepared invoice, the contractor is certifying that it is true and correct.

Verification of Receipt of Goods and Services Provided by Contractors

If the purpose of the contract or purchase order is to deliver goods, the County will designate the appropriate staff to verify that the quantity and quality of goods were as specified in the contract/purchase order. The receiving report and procedures used in all other State/local purchases will be used for all Federal purchases.

If the purpose of the contract is to purchase services, the contract manager along with the County Judge will verify that the quality and scope of services were received as specified in the contract.

JEFFERSON COUNTY FEDERAL GRANT PROCUREMENT POLICY AND PROCEDURES

Prompt Payment to Vendors/Contractors

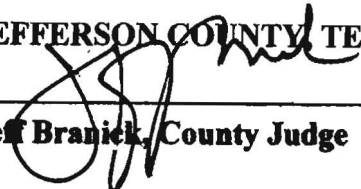
The County pays all vendors/contractors within thirty (30) days of receipt of a proper invoice and the receipt of the goods or services in accordance with the Texas Prompt Payment Act, *Government Code, Chapter 2251, Subchapter A, for all contractors, and Property Code, Chapter 28 for Construction Contractors.*

Suspension and Debarment


The County will ensure, prior to award, that all contractors have met all the eligibility requirements outlined in state and Federal law. The following steps will be taken to ensure contractor eligibility for all services procured.

- Contractors: All contractors, including professional consulting and engineering firms, must be cleared via a search of the Federal System of Award Management ("SAM") to ensure the contractor is in good standing and has not been debarred. The SAM portal can be found here: <https://sam.gov/SAM/pages/public/searchRecords/search.jsf>.
- Subcontractors: Subrecipients must notify the selected prime contractors that it is the sole responsibility of the prime contractor to verify subcontractor eligibility based on factors such as past performance, proof of liability insurance, possession of a federal tax number, debarment, and state licensing requirements.



JEFFERSON COUNTY, TEXAS


Jeff Branick, County Judge


 ATTEST _____
 DATE 5/16/2024

FRAN LEE
COUNTY AUDITOR
(409) 835-8500



1149 PEARL ST. – 7TH FLOOR
BEAUMONT, TEXAS 77701

MEMORANDUM

TO: COMMISSIONERS COURT
FROM: JEFFERSON COUNTY AUDITORS OFFICE
SUBJECT: BUDGET TRANSFER
DATE: 05/14/2024

The following budget transfer for Justice of Peace Pct 8 is necessary for additional cost for postage.

120-2049-412-4052	\$1,500.00	
120-2049-412-6002		\$650.00
120-2049-412-5062		\$850.00

(409) 835-8450 Phone
(409) 839-2350 Fax



1085 Pearl St, Room 103
Beaumont, TX 77701

Jevonne Smith Pollard
Constable, Precinct One

Date: May 8, 2024
To: Fran/ Auditing
From: Constable Jevonne Pollard
Re: Commissioners Court Approval for Transfer of Funds

Please transfer the funds to the account number listed below:

*\$500.00 from Over Time Allowance 120-3065-425-1098 to Contractual Service 120-3065-425-5077 to add a cellphone/ Line to our existing Verizon account for an Office Cellphone to be used for Citation by Text service that has now begun.

This cell will strictly be used for alternate service by text and other needs pertaining to service via electronic means.

I've attached a copy of the quote sent from our Verizon Representative, Enrique Hernandez, and the \$500 will cover monthly service (\$36.99) and phone (\$49.99) from now until the new budget.

Please give me a call if you have any questions regarding this matter.

Sincerely,

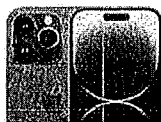
Jevonne "J.C." Pollard
Constable Precinct 1

Stay ahead of the curve with the connection, innovation and security you need with the latest device offers.

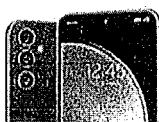
Give your organization the speed and reliability to stay securely connected when it matters most. From Verizon, America's most reliable 5G network.¹

Receive a credit of \$100 when you port in your number and add a new smartphone line with Verizon.²

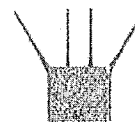
Apple iPhone 14 128 GB
Switch and get the Apple iPhone 14 128 GB for \$0 (port-in only).³



Samsung Galaxy S23 and S23 FE
For a limited time, get the Samsung Galaxy S23 and S23 FE 128 GB for \$0.



Verizon Business Internet Gateway Router
With this 5G router, you can power up in minutes with a plug-and-play design. Compatible with 5G Business Internet and LTE plans.



For a limited time only, save on our latest devices.*

Now line activation/port-in/device upgrade with 2yr/1yr agmt req'd.**

5G Smartphones: [*]	Device price	Basic phones: [*]	Device price
Apple iPhone SE 5G (3rd Gen) 64 GB	\$0.00	Kyocera DuraXV Extreme+ 16 GB	\$0.00
Apple iPhone 13 128 GB	\$29.99	Sonim XP3 Plus 16 GB	\$0.00
Apple iPhone 14 128 GB (Port In only)	\$0.00		
Apple iPhone 14 128 GB	\$49.99	Rugged smartphones: [*]	Device price
Apple iPhone 14 Plus 128 GB	\$149.99	Samsung Galaxy XCover6 Pro 128 GB	\$29.99
Samsung Galaxy A54 5G 128 GB	\$0.00	Sonim XP10 128 GB	\$0.00
Samsung Galaxy S23 FE 128 GB	\$0.00	Kyocera DuraSport 5G UW 64 GB	\$0.00
Samsung Galaxy S23 128 GB	\$0.00	Kyocera DuraForce Pro 3 128 GB	\$0.00
Samsung Galaxy S24 128 GB	\$49.99	JetPacks / MIFIs: [*]	Device price
Google Pixel 7a 128 GB	\$0.00	TCL Linkzone 5G UW	\$0.00
Google Pixel 7 128 GB	\$0.00	Inseego MIFI X Pro 5G	\$30.00
Google Pixel 8 128 GB	\$49.99		
Google Pixel 8 Pro 128 GB	\$149.99		



*Monthly access plan required. Eligible Transaction Types: new activations and upgrades 2yr/1yr. (5yr) Plan Requirements for smartphones: Fed - \$16.00+ with data feature; State & Local - \$18.99+ with data feature; State of TN - flat rate plan with data feature (most recent); Price Plan requirement: Plan Requirements for basic phones: \$14.99 or higher after contract discount; State of TN - flat rate plan. Plan Requirements for Jetpacks: Mobile Broadband Plan or M2M Plan of \$19.99 or higher. Offer available 4.1 through 6.30.2024.
 **Available to government-liable subscribers only and subject to the terms, provisions and conditions of Verizon Wireless-sponsored government contracting vehicles.
 1. Most reliable 5G network based on more first place rankings in RootMetrics® 5G data reliability assessments of 125 metro markets conducted in 2H 2023. Tested with best commercially available smartphones on three national mobile networks across all available network types. Your experiences may vary. RootMetrics rankings are not an endorsement of Verizon.
 2. Pricing excludes taxes and fees and is subject to change without notice. \$100 Bill Incentive Credit (BIC) issued as a lump sum credit after 2-3 bill cycles. Applies only to purchases of 4G/5G smartphones with port-in on a 2 yr/1 yr agreement. Requires Price Plan of \$34.99 or higher. Offer available 4.1 - 6.30.2024.
 3. Offer for iPhone 14 5G 128 GB only. Qualifying purchase with new 2 yr/1 yr plans. Eligible transactions: Port-in only. Discount applies instantly at point of sale.
 © 2024 Verizon



Hi JEFFERSON COUNTY, JEFFERSON COUNTY, , BEAUMONT, TX 77701.

Let us help you do business. Please review your quote here, if you have any questions to get clarified feel free to connect to your Verizon sales executive.

Enrique Hernandez | 8323896481 | enrique.hernandez.jr@verizonwireless.com

This quotation is based on the terms and conditions of the State of Texas DIR-TELE-CTSA-003 Contract. The State of Texas DIR-TELE-CTSA-003 Contract, Addenda and Attachments can be found on <https://dir.texas.gov/contracts/dir-tele-ctsa-003> sites for your review. Please note Promotional Offers in this quote may expire prior to the quote expiration date and are subject to change at any time without notice

Quote ID	Created on	Expires on
70913572-Q-19506124	05/07/2024	07/05/2024

Quote summary

All amounts in below summary without taxes or accessory cost over 24 months

Number of lines	Avg Cost/Line per month	Total cost per month
1	\$36.99	\$36.99

Quote overview

With applicable discounts

Plans & features
(Due monthly)

\$36.99



Quote details

Plans & features

www.verizon.com/about/broadband-facts/

Custom Public Safety Smartphone Unlimited with MBP Preemp Global - 1MB - \$36.99/month

Qty: 1 x \$36.99

\$36.99

Added features:

• Decline Device Protection

Qty: 1 x \$0.00

\$0.00

Due monthly (Subsidy - 2 year)

\$36.99

Total due monthly for plans & features

\$36.99

*Decline equipment protection: Verizon will not be protecting your device. In the event of lost, theft, damage or post warranty defects, the cost to replace each device could be in excess of \$1000. The cost to repair your smartphone's cracked screen maybe be in excess of \$100 per repair.

Devices & accessories

Apple iPhone 13 128GB in Midnight - MLA23LL/A

Retail price

\$629.99

Promotion(s) applied:

• TOOLBOX \$0.00 IPH 13 128GB PP \$34.99 1Y 2Y ACT. Valid through 06/30/2024

-\$179.99

• Corporate Discount

-\$450.00

Net price (2 yr contract)

\$0.00

Due today

Qty: 1 x \$0.00

\$0.00

Total due today for device(s)

\$0.00

Sales tax

TX state sales tax

0.00

TX local sales tax

0.00

Total due today with tax

0.00

Device payment tax

0.00

Additional fees for usage and coverage may apply. Offers & Coverage vary by services & equipment. See Verizonwireless.com for coverage map. Equipment and accessories are subject to availability while supplies last. Additional charges, taxes, fees and surcharges apply.



Important customer information

Prices referenced in this document are for estimating purposes only. Actual prices will be based on current equipment, calling plan and feature charges available at purchase, device tax due at the time of purchase and are subject to change without notice. Equipment and accessories are subject to availability while supplies last.

Shipping cost and taxes are subject to change during checkout. Activation/upgrade fee/line up to \$35; restocking fee per device up to \$50. An Economic Adjustment Charge/line/mo may also apply; \$0.98 for basic phones & tablets; \$2.98 or \$3.97 for smartphones & data devices and for wireless business internet plan lines. Subject to business agreement, Calling Plan & credit approval. Either an Offer Recovery Fee or up to \$650 Early Termination Fee may apply. If applicable, your line's Offer Recovery Fee will be the sum of device discounts plus device credits you receive. Offers & coverage, varying by svc, not available everywhere; see vzw.com. Monthly charges are shown before taxes, and VZW surcharges/line/mo (including 32.8% Fed. Univ. Svc.; \$1.95 (voice)/\$0.06 (data-only) Admin Chrg; \$0.16 (voice)/\$0.02 (data-only) Regulatory Chrg). Your organization may qualify for better pricing when the final price is calculated upon checkout. In some states, sales tax is calculated on the full retail price or the VZW cost of the device you purchase, and not on the discounted price you pay. Some users may not be permitted to bill charges to their account, purchase order, and/or credit card. This may prevent you from completing your order online today. CA and NV calculate tax based on full retail value of the item(s) purchased. MA calculates tax on whichever is greater: full retail value or Verizon's cost of the item(s) purchased.

Legal Disclaimer

Offer Recovery Fee: We are able to make Equipment available to our government customers at significantly lower prices than the manufacturer's list prices by offering various subsidies in exchange for the customer meeting certain conditions. Here, if the Customer purchases Equipment from Verizon Wireless at a discounted price and then disconnects that Equipment from the Verizon network, or moves the Equipment to a Lesser Price Plan, prior to the expiration of 24 months after the date of activation, Verizon Wireless may recover an Offer Recovery Fee for the disconnected Equipment. The Offer Recovery Fee will be the difference between the full retail price of the Equipment at time of purchase and the discounted price paid by the Customer for the Equipment, plus any additional service discounts, credits, waived fees, and other offers provided, less 1/24 of that amount for each month the Equipment was connected to the line of service

Why Verizon

The network businesses rely on

If your network is down, you're down. Our award-winning network delivers the speed, reliability, coverage and performance that you need to succeed.

Superior Coverage

Our 4G LTE network covers 327 million people. That's over 99% of the U.S. population.

5G Innovation

Verizon 5G Ultra Wideband is the fastest 5G in the world¹, with ultra-low lag and Massive capacity.²

Trusted security

Managing over 500,000 security network and hosting devices gives us valuable insights into the digital landscape.

Performance

Verizon is the most awarded brand for Wireless Network Quality according to J.D. Power.³

Massive capacity

We obsess over the details, analyzing millions of gigabytes of data every day.

Easy integration

We've certified 900+ machine-to-machine (M2M) chipsets, modules and devices.

¹ Global claim from May 2020, based on Opensignal Independent analysis of mobile measurements recorded during the period January 31 – April 30, 2020 © 2020 Opensignal Limited.

² 5G Ultra Wideband (UWB) available only in parts of select cities. 5G UWB access requires a 5G capable device with select voice/data & 5G UWB plans. 5G Nationwide available in 2,700+ cities.

³ Verizon received the highest number of awards in network quality for the 25th time as compared to all other brands in the J.D. Power 2003- 2020 Volume 1 and 2 U.S. Wireless Network Quality Performance Studies. Network Quality measures customers' satisfaction with their network performance with wireless carriers. For J.D. Power 2020 award information, visit jdpower.com/awards for more details.

Jefferson County Courthouse
 1149 Pearl St., 4th Floor
 Beaumont, Texas 77701



Office (409) 835-8442
 Fax (409) 835-8628
 vernon.pierce@jeffcotx.us

Vernon Pierce
 Jefferson County
 Commissioner Pct. #1

MEMORANDUM

TO: Fran Lee & Rebekah Patin, Auditing
FROM: Lori Fountain Pct. #1 Road and Bridge
DATE: 05/07/2024
RE: Funds Transfer

Transfer from Acct. #	111-0102-431.30-01	Asphalt		\$ 80,000.
Transfer from Acct. #	111-0101-431.20-03	Employee Insurance		\$ 10,000
Transfer from Acct. #	111-0109-431.60-11	Capital-Road Machinery		\$ 18,416.
Transfer from Acct. #	111-0102-431.20-03	Employee ^{Insurance} Retirement		\$ 5,000.
Transfer to Acct. #	111-0109-431.60-42	Capital-Trucks & Trailer	\$ 113,416.	

This transfer request is necessary to purchase a dump truck to replace the totaled one (Quote attached).

Please put this on the agenda for next commissioner's court.

Thank you.
 Lori



PRODUCT PRICING SUMMARY
GOODBUY 17-17 8F000 VEHICLES
VENDOR--Silsbee Ford, 1211 Hwy 96 N., Silsbee TX 77656

End User: JEFFERSON COUNTY

Prepared by: KEN DURBIN

Contact: DEB CLARK O-835-8593

Phone: MO # 409-284-1009

Email: DEB.CLARK@JEFFCOTX.US

Email: KDURBIN.COWBOYFLEET@GMA

Product Description 2024 FORD F-SERIES MEDIUM DUTY F-750

Date: May 7, 2024

A. Bid Item: 7

A. Base Price: \$ **52,408.00**

B. Factory Options

Code	Options	Bid Price	Code	Options	Bid Price
F7D	F750 REGULAR CAB DIESEL 310 HP	\$ 12,845.00		WHITE EXT / GRAY INT	
41A	PTO PROVISION	\$ 895.00		ORDERED	
67C	AIR BRAKES	\$ 1,770.00	99J		
62D	AIR DRYER	\$ 460.00			
88I	30/70 VINYL SEATING	\$ -		84"CA	
47N	23,000 LB SINGLE SPD AXLE	\$ 1,206.00	1	T708 YARD DUMP BODY / ROLL	\$ 32,885.00
1	2 CONVEX MIRRORS	\$ 85.00		COVER / CLASS # 6 TRAILER HITCH	
1	FRONT 11R22.5 MICHELIN TIRES	\$ 199.00		MO # 718-7561	
1	REAR 11R22.5 MICHELIN TIRES	\$ 310.00			
65Q	65 US GALLON FUEL TANK	\$ 299.00			

Total of B. Published Options: \$ **50,954.00**

Published Option Discount (5%) \$ **(1,905.45)**

C. Additional Options [not to exceed 25%]

\$= 15.2 %

Options	Bid Price	Options	Bid Price
RADIO SUPPRESSION PKG	\$ 125.00	FORD REAR AIR LINE SYSTEM & LITE PLUG	\$ 525.00
H.D. 3 HEADACHE RACK-CAB PROTECKTOR	\$ 1,795.00	SETUP.	
H.D. REAR SPRINGS 31K CAP.	\$ 998.00		
FRONT TOW HOOKS	\$ 75.00		
2025 MODEL UPGRADE & OPC CHANGE	\$ 12,150.00		

Total of C. Unpublished Options: \$ **15,668.00**

D. Floor Plan Interest (for in-stock and/or equipped vehicles): \$ **880.45**

E. Lot Insurance (for in-stock and/or equipped vehicles): \$ **220.11**

F. Contract Price Adjustment: \$ **-**

G. Additional Delivery Charge: 0 miles \$ **-**

H. Subtotal: \$ **118,225.11**

I. Quantity Ordered 1 x K = \$ **118,225.11**

J. Trade in: \$ **-**

K. GOODBUY Administrative Fee (\$300 per purchase order) \$ **300.00**

L. TOTAL PURCHASE PRICE INCLUDING GOODBUY FEE \$ **118,525.11**

Jefferson County
American Rescue Plan Act Obligated Project

Advance Funds Drawdown Request Form

Project Owner
Regina Rogers

Project Name / Description
Jefferson County: reVision

Primary Project Contact/Requester & Title
Brit Featherston - Board Vice President

Mailing Address
701 Calder Ave.
Beaumont, TX 77701

Request Breakdown			
Year:	2024	Advance Drawdown Request Amount:	\$ 86,000.00
Quarter:	2	Validated Total:	\$ 0.00
Total Award:	\$ 450,000.00	Validated Balance this request:	\$ 86,000.00

Please Itemize Cost Estimates/Invoices Covered by this draw down request

Expense Item Description	Est Amount	Validated Actual
1 Program Coordinator and Assistant Program Coordinator Costs	\$ 25,000.00	
2 Training & Guidance for Implementation Provided by Houston: reVision Leaders	\$ 50,000.00	
3 Accounting Services (incl. Bookkeeping and Payroll, non-profit tax application assistance) provided by Wathen, DeShong & Juncker LLP	\$ 3,000.00	
4 Operational Supplies, Materials & Equipment (laptop computer, binders for handbooks, pens and paper)	\$ 8,000.00	
5		
6		
7		
8		

Previous Request Balance:		Validated Total
<i>Enter previous quarter balance: negative for surplus, positive for unreimbursed expenses</i>		
Total Request Amount:	\$ 86,000.00	\$ 0.00

Certification

I certify that information, attachments and exhibits in this request accurately reflect the costs of work to be performed and is in accordance with the associated contract or agreement, has not been previously paid, and that funds will be used for the costs described above.

Brit Featherston V.P. reVision SETX
Requester Signature & Title

May 6, 2024
Date

reVision SETX

701 Calder St. Beaumont, TX (409) 835-8612

Advance Funds Drawdown Justification: Date: May 6, 2024

1. Program *Director and Administrative Assistance Costs: \$25,000*
 - a. Salary for Program Coordinator and Assistant Program Coordinator (\$20.00 & \$24.00 an hour respectively) for part time program coordination with mentor, mentees and juvenile detention facility personnel, and for attending training at Houston reVision regarding start-up operations. Note: the Coordinator agreement for work is for 1st & 2nd quarter 2024, and coordinators have a limit of 20 hrs per week. Employment agreement will be signed soon.
 - b. Training costs (hourly attendance to Hou reVision and travel and hourly costs of attending reVision SETX mentor training and meeting with board of Directors) for program coordinators and review/edit of Houston reVision mentor handbook for use by reVision SETX. (see attached)
 - c. Assistance by Wathen, DeShong & Juncker L.L.P. CPAs (WDJ) for bookkeeping services and payroll preparation. Est. For bookkeeping/payroll services the estimated cost is \$104.00 per month, and a flat fee for WDJ preparing/processing the organizations 501©(3) application, estimate \$500.00.
2. *Training and Guidance for Implementation Provided by Houston reVision:* Total flat fee cost of \$50,000 to be paid in \$12,500 increments on or before December 15, 2024. See attached an MOU between Houston reVision and reVision SETX.
 - a. This includes; Houston reVision staff providing four trainings for reVision SETX board of Directors on program operations;

Houston reVision program Director, Rev. Carrie Leader and Terri Thorne, Training Coordinator.

- b. Houston reVision doing 2 onsite visits in Beaumont and training the first round of mentors and staff for the program.
- c. Houston reVision providing proprietary operational software to reVision SETX to assist in operations.
- d. Consulting on all things reVision SETX program.
- e. Houston reVision will provide reVision SETX proprietary materials such as mentor handbook and other materials.

Note: These multiple visits were not billed at an hourly rate, but as part of the MOU and generally just to get the program started and to provide advice.

3. Operational Supplies, Materials & Equipment: \$7500

- a. Program will need materials such as pens, paper.
- b. Program will need a laptop computer for use by program coordinators to make notes regarding mentees, mentors and to communicate with juvenile justice officials and program partners. A computer would allow reVision SETX to utilize the Apricot software provided by Houston reVision

Submitted by Brit Featherston, V.P. reVision SETX

**Memorandum of Understanding
Between Houston reVision and
Jefferson County reVision, Beaumont, Texas**

YEAR 1-2024

(JCR) Jefferson County reVision (aka reVision SETX) in Beaumont, Texas, is partnering with Houston reVision (HR) in the training and technical support of their new non-profit (JCR).

This understanding between HR and JCR details our partnership for 2024 and can be renewed for subsequent years if needed.

Houston reVision (HR) Agreements for 2024

1. HR agrees to deliver reVision program design to JCR.
2. HR agrees to provide JCR training, resources, and proprietary materials, including two-on site visits by JCR to HR.
3. HR agrees to consultations via Zoom or phone call at an agreed upon interval between HR representatives and JCR coordinator.
4. HR agrees to grant JCR use of reVision's proprietary materials, including usage of the proprietary Apricot reVision operational software.
5. HR agrees to grant JCR use of the "reVision" brand and logo for "Jefferson County reVision."
6. HR agrees to four visits to Beaumont, TX to provide on-site training for prospective volunteers and staff persons.

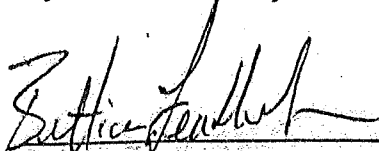
Jefferson County reVision (JCR) Agreements for 2024

1. JCR agrees to follow the process and timelines set forth by HR for activation phases of the reVision program, including, but not limited to up to three visits to HR headquarters in Houston.
2. JCR agrees to hire or appoint a reVision coordinator or program manager to be the liaison between JCR and HR.
3. JCR agrees to participate in consultations via Zoom or phone call at an agreed upon interval between HR representatives and JCR coordinator.
4. JCR agrees to compensate HR \$50,000 for their training and expertise.

Terms of payment to HR may be scheduled annually, quarterly, or monthly. For this agreement to remain in good standing, full payment for 2024 must be received no later than December 15, 2024.

Either HR or JCR may terminate this MOU, with or without cause, within 120 days written notice.

By Jefferson County reVision



Brittan Featherston

Date: March 1, 2024

By Houston reVision



Charles Rotramel

Date: 3-9-24

NAME	AMOUNT	CHECK NO. ¹²⁰	TOTAL
JURY FUND			
DAWN DONUTS	43.50	517410	43.50**
ROAD & BRIDGE PCT.#1			
ACE IMAGEWEAR	52.79	517312	
REPUBLIC SERVICES	73.61	517409	126.40**
ROAD & BRIDGE PCT.#2			
AUDILET TRACTOR SALES	73.04	517265	
DRIVESHAFT SPECIALTY, INC.	399.90	517279	
ENERGY	582.53	517289	
ACE IMAGEWEAR	39.84	517312	
W. JEFFERSON COUNTY M.W.D.	29.93	517335	
REPUBLIC SERVICES	83.13	517409	
GULF COAST	1,104.30	517431	2,312.67**
ROAD & BRIDGE PCT. # 3			
BEAUMONT BRICK & STONE	476.00	517260	
CITY OF PORT ARTHUR - WATER DEPT.	53.48	517274	
FARM & HOME SUPPLY	37.97	517283	
ENERGY	336.61	517289	
RITTER @ HOME	449.98	517307	
SANITARY SUPPLY, INC.	375.06	517309	
SMART'S TRUCK & TRAILER, INC.	4.37	517313	
W. JEFFERSON COUNTY M.W.D.	48.50	517335	
LOWE'S HOME CENTERS, INC.	474.05	517360	
WINDSTREAM	48.81	517375	
SHOPPA'S FARM SUPPLY	158.98	517404	
REPUBLIC SERVICES	73.61	517409	
ODP BUSINESS SOLUTIONS, LLC	71.58	517454	
MUNRO'S UNIFORM SERVICES, LLC	23.95	517456	
DYNAMIC POWER SYSTEMS	127.50	517475	2,760.45**
ROAD & BRIDGE PCT.#4			
COASTAL WELDING SUPPLY INC	129.02	517275	
ENERGY	21.94	517289	
T. JOHNSON INDUSTRIES, INC.	265.00	517296	
M&D SUPPLY	246.99	517298	
SMART'S TRUCK & TRAILER, INC.	80.00	517313	
SOUTHEAST TEXAS WATER	167.21	517320	
W. JEFFERSON COUNTY M.W.D.	105.83	517335	
EVERETT D ALFRED	39.00	517363	
REPUBLIC SERVICES	226.45	517409	
O'REILLY AUTO PARTS	20.86	517425	
MUNRO'S UNIFORM SERVICES, LLC	100.03	517456	1,360.61**
ENGINEERING FUND			
VERIZON WIRELESS	123.04	517353	
UNITED STATES POSTAL SERVICE	2.83	517356	
ODP BUSINESS SOLUTIONS, LLC	302.62	517454	428.49**
PARKS & RECREATION			
CITY OF PORT ARTHUR - WATER DEPT.	55.91	517273	
ENERGY	54.10	517289	
RITTER @ HOME	438.87	517307	
W. JEFFERSON COUNTY M.W.D.	59.86	517335	608.74**
GENERAL FUND			
JEFFERSON CTY CHILD WELFARE BOARD	840.98	517382	840.98*
TAX OFFICE			
SOUTHEAST TEXAS WATER	398.25	517318	

NAME	AMOUNT	CHECK NO. ¹²¹	TOTAL
AT&T	173.97	517325	
UNITED STATES POSTAL SERVICE	338.30	517356	
UNITED STATES POSTAL SERVICE	17.26	517357	
REPUBLIC SERVICES	36.80	517409	
			964.58*
COUNTY HUMAN RESOURCES			
MOORMAN & ASSOCIATES, INC.	850.00	517300	
PINNACLE MEDICAL MANAGEMENT CORP	640.00	517302	
SETHRA	260.00	517315	
UNITED STATES POSTAL SERVICE	1.92	517356	
SOUTHEAST TEXAS OCCUPATIONAL MEDICI	134.00	517413	
MCKENNA BAKER	70.73	517451	
ODP BUSINESS SOLUTIONS, LLC	53.18	517454	
			2,009.83*
AUDITOR'S OFFICE			
SOUTHEAST TEXAS WATER	39.95	517321	
UNITED STATES POSTAL SERVICE	2.56	517356	
ODP BUSINESS SOLUTIONS, LLC	124.00	517454	
			81.49*
COUNTY CLERK			
UNITED STATES POSTAL SERVICE	349.94	517356	
UNITED STATES POSTAL SERVICE	58.19	517357	
FUNCTION 4 LLC	374.00	517417	
FUNCTION4	695.72	517448	
AMAZON CAPITAL SERVICES	109.00	517461	
			1,586.85*
COUNTY JUDGE			
BEAUMONT ENTERPRISE	125.88	517282	
KIRKSEY'S SPRINT PRINTING	49.90	517297	
UNITED STATES POSTAL SERVICE	13.44	517356	
ROCKY LAWDERMILK	2,250.00	517361	
JERRY JOHN BRAGG	500.00	517389	
THOMSON REUTERS-WEST	137.38	517401	
SNIDER LAW FIRM PLLC	500.00	517403	
ODP BUSINESS SOLUTIONS, LLC	316.68	517454	
			3,893.28*
RISK MANAGEMENT			
UNITED STATES POSTAL SERVICE	12.65	517356	
TEXAS PRIMA	25.00	517381	
ADAN PEREZ JR	302.17	517455	
			339.82*
COUNTY TREASURER			
UNITED STATES POSTAL SERVICE	533.72	517356	
			533.72*
PURCHASING DEPARTMENT			
UNITED STATES POSTAL SERVICE	72.36	517356	
ODP BUSINESS SOLUTIONS, LLC	58.36	517454	
			130.72*
GENERAL SERVICES			
ELECTRICAL SPECIALTIES, INC.	25.00	517258	
BALBOA CO., INC.	11,020.00	517266	
CASH ADVANCE ACCOUNT	105.00	517295	
TEXAS WILDLIFE DAMAGE MGMT FUND	3,200.00	517331	
VERIZON WIRELESS	303.96	517354	
FIBERLIGHT LLC	1,998.75	517438	
BOSWORTH PAPERS	3,080.00	517441	
CHAPMAN VENDING	204.84	517443	
			19,937.55*
DATA PROCESSING			
DLT SOLUTIONS LLC	817.84	517264	
DELL MARKETING L.P.	5,107.83	517277	
ODP BUSINESS SOLUTIONS, LLC	62.26	517454	
			5,987.93*
VOTERS REGISTRATION DEPT			

NAME	AMOUNT	CHECK NO. 122	TOTAL
UNITED STATES POSTAL SERVICE	266.57	517356	266.57*
ELECTIONS DEPARTMENT			
AT&T MOBILITY	520.81	517408	520.81*
DISTRICT ATTORNEY			
JEFFERSON CTY. DISTRICT ATTORNEY	18,300.00	517294	
CASH ADVANCE ACCOUNT	43.10	517295	
TEXAS DISTRICT & COUNTY ATTY ASSN.	145.00	517332	
UNITED STATES POSTAL SERVICE	174.59	517356	
PHILLIP SMITH	567.42	517445	
ODP BUSINESS SOLUTIONS, LLC	830.66	517454	
CAMEO TRAVEL SERVICE	2,515.00	517457	
AMAZON CAPITAL SERVICES	1,089.94	517461	
HALEY SIMMONS	350.00	517480	24,015.71*
DISTRICT CLERK			
CASH ADVANCE ACCOUNT	574.49	517295	
UNITED STATES POSTAL SERVICE	347.16	517356	921.65*
CRIMINAL DISTRICT COURT			
EDWARD B. GRIPON, M.D., P.A.	4,770.00	517287	
WENDELL RADFORD	900.00	517305	
TEXAS CENTER FOR JUDICIARY	75.00	517330	
UNITED STATES POSTAL SERVICE	.64	517356	
ODP BUSINESS SOLUTIONS, LLC	37.98	517454	5,783.62*
58TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.64	517356	.64*
60TH DISTRICT COURT			
UNITED STATES POSTAL SERVICE	.64	517356	.64*
136TH DISTRICT COURT			
TEXAS COURT REPORTERS ASSOCIATION	430.00	517333	
BAYLOR WORTHAM	270.00	517374	700.00*
252ND DISTRICT COURT			
DOUGLAS M. BARLOW, ATTORNEY AT LAW	1,725.00	517267	
THOMAS J. BURBANK PC	2,062.50	517269	
UNITED STATES POSTAL SERVICE	8.69	517356	
JOEL WEBB VAZQUEZ	3,800.00	517367	7,596.19*
279TH DISTRICT COURT			
ANITA F. PROVO	357.50	517304	
NATHAN REYNOLDS, JR.	495.00	517306	
SOUTHEAST TEXAS WATER	53.12	517323	
JOEL WEBB VAZQUEZ	110.00	517367	
REAUD MORGAN & QUINN LLP	110.00	517384	
BRITTANIE HOLMES	220.00	517399	
WILLIAM FORD DISHMAN	880.00	517402	
LINDSEY SCOTT	550.00	517406	
JENNIFER DELAGE	550.00	517414	
ALICIA K HALL PLLC	726.00	517436	
SHELANDER LAW OFFICE	1,320.00	517444	
JULIANNA NICKS	462.00	517474	5,833.62*
317TH DISTRICT COURT			
LAIRO DOWDEN, JR.	325.00	517278	
NATHAN REYNOLDS, JR.	330.00	517306	
KEVIN PAULA SEKALY PC	650.00	517310	
SOUTHEAST TEXAS WATER	66.20	517316	
GLEN M. CROCKER	220.00	517358	

NAME	AMOUNT	CHECK NO. 123	TOTAL
DONEANE E. BECKCOM	605.00	517359	
LANGSTON ADAMS	700.00	517362	
JOEL WEBB VAZQUEZ	110.00	517367	
JENNIFER DELAGE	330.00	517414	
ALICIA K HALL PLLC	715.00	517436	
JUSTICE COURT-PCT 1 PL 1			4,051.20*
SOUTHEAST TEXAS WATER	54.48	517317	
UNITED STATES POSTAL SERVICE	43.60	517356	
ODP BUSINESS SOLUTIONS, LLC	356.39	517454	
JUSTICE COURT-PCT 1 PL 2			454.47*
UNITED STATES POSTAL SERVICE	31.20	517356	
JUSTICE COURT-PCT 6			31.20*
UNITED STATES POSTAL SERVICE	30.67	517356	
JUSTICE OF PEACE PCT. 8			30.67*
UNITED STATES POSTAL SERVICE	172.40	517357	
COUNTY COURT AT LAW NO.1			172.40*
UNITED STATES POSTAL SERVICE	5.20	517356	
COUNTY COURT AT LAW NO. 2			5.20*
TODD W LEBLANC	300.00	517259	
DAVID GROVE	250.00	517262	
JOHN EUGENE MACEY	300.00	517299	
MARVA PROVO	400.00	517303	
CHARLES ROJAS	250.00	517342	
UNITED STATES POSTAL SERVICE	26.96	517356	
LANGSTON ADAMS	250.00	517362	
LINDSEY SCOTT	400.00	517406	
BENJAMIN ALAN JEFFERIES	250.00	517467	
RAEGAN MINALDI	300.00	517481	
COUNTY COURT AT LAW NO. 3			2,726.96*
EDWARD B. GRIPON, M.D., P.A.	795.00	517287	
NATHAN REYNOLDS, JR.	250.00	517306	
TEXAS COURT REPORTERS ASSOCIATION	505.00	517334	
UNITED STATES POSTAL SERVICE	14.72	517356	
LAURIE PEROZZO	250.00	517388	
THE SAMUEL FIRM, PLLC	550.00	517429	
LAW OFFICE OF GILES R COLE & ASSOC	300.00	517442	
LAW OFFICES OF BREVIN JACKSON	650.00	517465	
COURT MASTER			3,314.72*
LAWRENCE E THORNE III	4,388.86	517391	
RICHARD D HUGHES ATTORNEY AT LAW	1,450.00	517440	
MEDIATION CENTER			5,838.86*
UNITED STATES POSTAL SERVICE	1.92	517356	
SHERIFF'S DEPARTMENT			1.92*
J.S. EDWARDS & SHERLOCK INS. AGENCY	142.00	517281	
FED EX	43.22	517285	
ENTERGY	737.16	517289	
CASH ADVANCE ACCOUNT	648.72	517295	
SAM'S WESTERN WEAR, INC.	71.80	517308	
AT&T	49.54	517328	
CDW COMPUTER CENTERS, INC.	243.19	517340	
UNITED STATES POSTAL SERVICE	2,499.15	517356	
UNITED STATES POSTAL SERVICE	468.96	517357	
TRIDENT LABORATORIES INC	74.00	517394	

NAME	AMOUNT	CHECK NO. 124	TOTAL
RITA HURT	1,100.00	517396	
GALLS LLC	408.64	517405	
REPUBLIC SERVICES	73.61	517409	
3L PRINTING COMPANY	35.00	517411	
JERRY LOWE	235.00	517419	
FOX VALLEY TECHNICAL COLLEGE	325.00	517433	
JERRY THORTON	450.00	517434	
NEIGHBORHOOD VETERINARY CENTERS LLC	529.69	517447	
ODP BUSINESS SOLUTIONS, LLC	622.00	517454	
AMAZON CAPITAL SERVICES	1,002.88	517461	
BEAUMONT OCCUPATIONAL SERVICES	995.60	517464	
ONE BEAT MEDICAL	341.15	517478	
			11,096.31*
CRIME LABORATORY			
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	517281	
FISHER SCIENTIFIC	123.82	517286	
SOUTHEAST TEXAS WATER	79.90	517319	
VECTOR SECURITY	199.65	517418	
ODP BUSINESS SOLUTIONS, LLC	72.39	517454	
			546.76*
JAIL - NO. 2			
CITY OF BEAUMONT - WATER DEPT.	26.00	517272	
ECOLAB	658.52	517280	
J.S. EDWARDS & SHERLOCK INS. AGENCY	71.00	517281	
ENTERGY	38,153.22	517289	
M&D SUPPLY	142.59	517298	
SETZER HARDWARE, INC.	10.12	517311	
WORTH HYDROCHEM OF THE GULF COAST	390.00	517337	
CDW COMPUTER CENTERS, INC.	106.80	517340	
LOWE'S HOME CENTERS, INC.	287.42	517360	
ALLIED ELECTRICAL SYSTEMS&SOLUTIONS	1,473.50	517385	
ATTABOY TERMITE & PEST CONTROL	1,570.00	517387	
GALLS LLC	3,924.95	517405	
REPUBLIC SERVICES	5,927.52	517409	
CORRHEALTH PLLC	1,202,686.96	517423	
LASALLE CORRECTIONS VI LLC	46,275.00	517426	
TRINITY SERVICES GROUP INC	45,837.25	517430	
ODP BUSINESS SOLUTIONS, LLC	1,042.93	517454	
AMAZON CAPITAL SERVICES	155.92	517461	
			1,348,739.70*
JUVENILE PROBATION DEPT.			
WILLIE DAVIS	261.30	517261	
FED EX	95.87	517284	
UNITED STATES POSTAL SERVICE	7.90	517356	
ROXANA MITCHELL	101.84	517407	
SHERONDA LEE	180.90	517421	
BRENDA WOOD	174.20	517439	
TY-JUNEA JONES	69.01	517446	
ODP BUSINESS SOLUTIONS, LLC	78.93	517454	
NICOLE BONSALE	160.80	517462	
LAQUITA TORRES	107.20	517468	
			1,237.95*
JUVENILE DETENTION HOME			
ENTERGY	4,961.41	517289	
SANITARY SUPPLY, INC.	1,588.20	517309	
BEN E KEITH COMPANY	2,758.00	517366	
INDUSTRIAL & COMMERCIAL MECHANICAL	344.00	517398	
REPUBLIC SERVICES	519.60	517409	
LA COSTA DENTAL OF PORT ARTHUR PA	35.00	517424	
FLOWERS BAKING COMPANY OF HOUSTON	99.89	517458	
BAK GLOBAL LLC	200.00	517463	
			10,506.10*
CONSTABLE PCT 1			
UNITED STATES POSTAL SERVICE	61.42	517356	
			61.42*
CONSTABLE-PCT 4			
MOTOROLA SOLUTIONS INC	282.40	517339	

NAME	AMOUNT	CHECK NO. ¹²⁵	TOTAL
DISH NETWORK	99.42	517378	
CONSTABLE-PCT 6			381.82*
UNITED STATES POSTAL SERVICE	3.92	517356	
ODP BUSINESS SOLUTIONS, LLC	271.24	517454	
CONSTABLE PCT. 7			275.16*
AMAZON CAPITAL SERVICES	89.96	517461	
AGRICULTURE EXTENSION SVC			89.96*
CASH ADVANCE ACCOUNT	492.40	517295	
DAVID OATES	447.51	517412	
HEALTH AND WELFARE NO. 1			939.91*
BROUSSARD'S MORTUARY	900.00	517268	
CALVARY MORTUARY	900.00	517270	
ENTERGY	70.00	517292	
UNITED STATES POSTAL SERVICE	33.60	517356	
EZEA D EDE MD	3,140.91	517437	
AMAZON CAPITAL SERVICES	189.98	517461	
HEALTH AND WELFARE NO. 2			5,234.49*
UNITED STATES POSTAL SERVICE	196.16	517357	
EZEA D EDE MD	3,140.91	517437	
CHARTER COMMUNICATIONS	194.84	517450	
LISA WASHINGTON	305.52	517460	
MAINTENANCE-BEAUMONT			3,837.43*
AAA LOCK & SAFE	115.50	517256	
COBURN SUPPLY COMPANY INC	133.25	517276	
M&D SUPPLY	25.59	517298	
SANITARY SUPPLY, INC.	800.35	517309	
ACE IMAGEWEAR	271.62	517312	
S.E. TEXAS BUILDING SERVICE	24,342.17	517314	
WORTH HYDROCHEM OF THE GULF COAST	290.00	517337	
TEXAS FIRE & COMMUNICATIONS	275.00	517343	
CENTERPOINT ENERGY RESOURCES CORP	2,239.12	517371	
AI FILTER SERVICE COMPANY	732.70	517395	
REPUBLIC SERVICES	1,558.80	517409	
REXEL USA INC	190.82	517422	
RALPH'S INDUSTRIAL ELECTRONICS SUPP	45.31	517459	
MAINTENANCE-PORT ARTHUR			31,020.23*
S.E. TEXAS BUILDING SERVICE	5,000.00	517314	
LOWE'S HOME CENTERS, INC.	247.90	517360	
AMAZON CAPITAL SERVICES	1,451.27	517461	
MAINTENANCE-MID COUNTY			6,699.17*
ENTERGY	2,204.27	517289	
SANITARY SUPPLY, INC.	309.60	517309	
ACE IMAGEWEAR	141.13	517312	
W. JEFFERSON COUNTY M.W.D.	52.45	517335	
REPUBLIC SERVICES	83.13	517409	
SERVICE CENTER			2,790.58*
CHUCK'S WRECKER SERVICE	250.00	517271	
J.K. CHEVROLET CO.	4,439.46	517293	
PHILPOTT MOTORS, INC.	4,102.73	517301	
JEFFERSON CTY. TAX OFFICE	7.50	517344	
JEFFERSON CTY. TAX OFFICE	7.50	517345	
JEFFERSON CTY. TAX OFFICE	7.50	517346	
JEFFERSON CTY. TAX OFFICE	7.50	517347	
JEFFERSON CTY. TAX OFFICE	22.00	517348	
JEFFERSON CTY. TAX OFFICE	7.50	517349	

NAME	AMOUNT	CHECK NO. ¹²⁶	TOTAL
JEFFERSON CTY. TAX OFFICE	7.50	517350	
JEFFERSON CTY. TAX OFFICE	7.50	517351	
JEFFERSON CTY. TAX OFFICE	7.50	517352	
VOYAGER FLEET SYSTEM, INC.	34,776.52	517364	
BUMPER TO BUMPER	725.64	517370	
AIRPORT GULF TOWING LLC	125.00	517373	
ROBERT'S TEXACO XPRESS LUBE	91.00	517383	
SPANKY'S WRECKER SERVICE INC	150.00	517397	
REPUBLIC SERVICES	83.13	517409	
MIDNIGHT AUTO	529.80	517416	
O'REILLY AUTO PARTS	95.00	517425	
RWB TOOLS	582.90	517428	
MUNRO'S UNIFORM SERVICES, LLC	407.86	517456	
VETERANS SERVICE			46,441.04*
UNITED STATES POSTAL SERVICE	14.08	517357	
			14.08*
			1,568,322.93**
MOSQUITO CONTROL FUND			
ENTERGY	372.57	517289	
ACE IMAGEWEAR	74.42	517312	
AT&T	62.95	517326	
ATTABOY TERMITE & PEST CONTROL	75.00	517387	
REPUBLIC SERVICES	83.13	517409	
CHARTER COMMUNICATIONS	88.43	517449	
J.C. FAMILY TREATMENT			756.50**
MARY BEVIL	1,350.50	517435	
BEAUMONT OCCUPATIONAL SERVICES	75.90	517464	
SECURITY FEE FUND			1,426.40**
ALLIED UNIVERSAL SECURITY SERVICES	10,814.06	517432	
EMPG GRANT			10,814.06**
SOUTHEAST TEXAS WATER	9.95	517322	
JUVENILE PROB & DET. FUND			9.95**
NISHA AMIN	3,320.00	517380	
COMMUNITY SUPERVISION FND			3,320.00**
CASH ADVANCE ACCOUNT	288.80	517295	
PEGGY HARRISON	78.78	517338	
UNITED STATES POSTAL SERVICE	72.67	517356	
UNITED STATES POSTAL SERVICE	39.31	517357	
LOCAL GOVERNMENT SOLUTIONS LP	6,965.00	517379	
JCCSC	425.00	517393	
BAK GLOBAL LLC	200.00	517463	
LAW OFFICER TRAINING GRT			8,069.56**
ENTERGY	290.23	517289	
ODP BUSINESS SOLUTIONS, LLC	658.50	517454	
COUNTY RECORDS MANAGEMENT			948.73**
UNITED STATES POSTAL SERVICE	1.92	517356	
HURRICANE LEPC GRANTS			1.92**
KOGT RADIO	400.00	517479	
HOTEL OCCUPANCY TAX FUND			400.00**
AT&T	108.28	517327	
FORD PARK	23,000.00	517365	
UNITED RENTALS	18,163.95	517372	

NAME	AMOUNT	CHECK NO. 127	TOTAL
DISH NETWORK	138.43	517377	
SHERWIN-WILLIAMS	23.87	517386	
REPUBLIC SERVICES	83.13	517409	
GRINNELL COMPUTERS	125.00	517415	
ODP BUSINESS SOLUTIONS, LLC	20.99	517454	
MUNRO'S UNIFORM SERVICES, LLC	57.35	517456	
			41,721.00**
CRIME LAB FUNDING CJD			
AGILENT TECHNOLOGIES	1,071.00	517263	
CAYMAN CHEMICAL COMPANY	181.00	517390	
			1,252.00**
CAPITAL PROJECTS FUND			
SCIENCE ENGINEERING, INC.	2,000.00	517257	
			2,000.00**
AIRPORT FUND			
ENTERGY	10,464.65	517291	
UNITED STATES POSTAL SERVICE	2.56	517356	
DISH NETWORK	119.18	517376	
REPUBLIC SERVICES	332.52	517409	
			10,918.91**
SE TX EMP. BENEFIT POOL			
EXPRESS SCRIPTS INC	73,517.66	517420	
NEUROMUSCULAR CORPORATE SOLUTIONS	19,950.00	517427	
SECURIAN LIFE INSURANCE COMPANY	21,749.33	517471	
MADISON NATIONAL LIFE INSURANCE COM	8,151.64	517473	
RETIREE FIRST	190,655.50	517476	
			314,024.13**
SETEC FUND			
ALLIANCE MECHANICAL SERVICES	7,010.27	517368	
REPUBLIC SERVICES	2,955.00	517409	
			9,965.27**
WORKER'S COMPENSATION FD			
JEFFERSON CTY - WORKERS COMP	25,435.72	517469	
			25,435.72**
PAYROLL FUND			
JEFFERSON CTY. - FLEXIBLE SPENDING	17,897.58	517236	
CLEAT	5,077.00	517237	
JEFFERSON CTY. TREASURER	14,710.66	517238	
INTERNAL REVENUE SERVICE	208.00	517239	
JEFFERSON CTY. COMMUNITY SUP.	6,451.58	517240	
JEFFERSON CTY. TREASURER - HEALTH	553,569.84	517241	
JEFFERSON CTY. TREASURER - GENERAL	50.00	517242	
JEFFERSON CTY. TREASURER - PAYROLL	2,076,987.44	517243	
JEFFERSON CTY. TREASURER - PAYROLL	700,930.80	517244	
POLICE & FIRE FIGHTERS' ASSOCIATION	1,345.23	517245	
JEFFERSON CTY. TREASURER - TCDRS	828,816.27	517246	
JEFFERSON COUNTY TREASURER	3,727.52	517247	
JEFFERSON COUNTY - TREASURER -	9,946.26	517248	
NECHES FEDERAL CREDIT UNION	30,835.17	517249	
JEFFERSON COUNTY - NATIONWIDE	56,418.24	517250	
SBA - U S DEPARTMENT OF TREASURY	309.28	517251	
ALLSTATE BENEFITS	6,647.86	517252	
CHUBB	6,381.63	517253	
U S DEPARTMENT OF THE TREASURY	255.03	517254	
JEFFERSON CTY. TREASURER - PAYROLL	47,858.88	517255	
CHUBB	6,997.46	517472	
			4,375,421.73**
LANGUAGE ACCESS FUND			
ANITA U SEPEDA	200.00	517392	
RUBEN ZAPATA	100.00	517466	
			300.00**
ARPA CORONAVIRUS RECOVERY			
W. JEFFERSON COUNTY M.W.D.	51,845.00	517336	
LAND MANOR, INC.	171,400.00	517341	

NAME	AMOUNT	CHECK NO. 128	TOTAL
S&S SPRINKLER CO, L.L.C.	1,132.00	517369	
CARDINAL MEADOWS IMPROVEMENT DISTRI	666.27	517477	
MARINE DIVISION			225,043.27**
ENTERGY	76.72	517289	
RITTER @ HOME	57.95	517307	
SUN COAST RESOURCES, LLC.	13,998.95	517329	
BUMPER TO BUMPER	25.44	517370	
SHERIFF - COMMISSARY			14,159.06**
SMITHS DETECTION, INC	8,648.06	517400	
ODP BUSINESS SOLUTIONS, LLC	68.00	517454	
HOBART SERVICE	1,006.14	517470	
2021 PORT SECURITY GRANT			9,722.20**
SOUTHWEST BUILDING SYSTEMS	27,350.50	517324	
			27,350.50**
			6,659,024.70***

STATE OF TEXAS)
)
) INTERLOCAL AGREEMENT
COUNTY OF JEFFERSON)
)

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Port Neches a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Port Neches, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Port Neches, does not have the labor or equipment suited for such construction and/or maintenance, and;

Now, therefore, know all men by these presents:

City of Groves and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor and equipment to repair certain streets, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Groves shall furnish Precinct 2 with materials needed in exchange for the labor and equipment including 4,000 gallons of CSR-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.
8. The City of Groves does hereby agree to coordinate, order and purchase all materials needed to provide services.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any disputed regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.

Executed on the 14 day of MAY, 2024.

Jeff R. Branick
Jefferson County Judge



Glenn Johnson, Mayor
Mayor, City of Port Neches

ATTEST [Signature]

DATE 07/14/2024

STATE OF TEXAS

COUNTY OF JEFFERSON

)
)
)

INTERLOCAL AGREEMENT

WHEREAS, Jefferson County, Texas, by and through its Commissioners' Court as authorized by Chapter 791 of the Government Code and the City of Nederland, a body politic of the State of Texas, for the mutual benefit of the citizens they serve, desire to enter into a contract to provide certain services to each other, and;

WHEREAS, Jefferson County, Texas through Commissioner Precinct Two has, from time to time, capacity to provide labor and equipment suitable for the repair of roadways, and;

WHEREAS, the City of Nederland, has, from time to time, the need to maintain and repair streets and roadways which it owns, and;

WHEREAS, the city of Nederland, does not have the labor or equipment suited for such construction and/or maintenance, and;

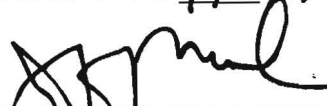
Now, therefore, know all men by these presents:

City of Nederland and Jefferson County hereby agree as follows:

1. Jefferson County shall furnish labor, equipment and material to repair certain streets, in 2023, listed on Exhibit A incorporated herein when and as determined at the discretion of the Commissioner for Jefferson County Precinct Two, subject to the requirements of Section 791.014 of the Government Code.
2. The City of Nederland shall furnish Precinct Two, with materials needed in exchange for the labor and equipment including 4,000 gallons of CRS-2 oil.
3. Consideration for the repairs herein contemplated shall be determined and mutually agreed from time to time depending on the scope of the repair needed.
4. This agreement shall be effective on the date of its execution and may be terminated at the will of either party.
5. This agreement shall be construed according to the laws of the State of Texas.
6. Nothing in this agreement shall be construed to create the existence of an agency relationship between the parties.
7. Any employee of a party performing services pursuant to this agreement shall not be deemed to be the agent of the party receiving services under this agreement.

The parties further agree, pursuant to Sec. 791.015, Texas Government Code, that any dispute regarding the terms of this agreement will be submitted to an agreed upon mediator for resolution.


Executed on the 14th day of MAY, 2024.



 Jeff R. Branick
 Jefferson County Judge



 Don Albanese
 Mayor, City of Nederland

ATTEST 
 DATE 3/14/2024



City of Nederland

Don Albanese, Mayor
Sylvia Root, Mayor Pro-Tem
Talmadge Austin, Councilmember
Randy Sonnier, Councilmember
David Guillot, Councilmember
Christopher Duque, City Manager

P.O. Box 967 · Nederland, Texas 77627 · (409) 723-1503 · FAX (409) 723-1550

April 5, 2023

Cary Erickson
Jefferson County Commission, Pct. 2
Road & Bridge Precinct 2
7759 Viterbo Road
Beaumont, Texas 77705

Re: 2023 STREET PROJECTS

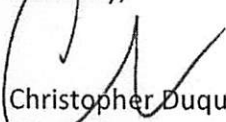
Dear Commissioner Erickson:

The City of Nederland appreciates the opportunity to solicit assistance from Precinct 2 with the City's 2023 Street Program. The City requests the County's help with the following streets:

<u>BOMAG AND CHIP SEAL</u>	<u>WIDTH</u>	<u>LENGTH</u>
Avenue B - S. 2 nd St. to S. 5 th St.	20	4,550
S. 4 ½ St. - Nederland Ave to Ave D	20	2,500
Atlanta Ave - 9 th St. to 11 th St.	20	850
11 th St. - Chicago to Helena	20	1,300
Franklin Ave - 9 th St. to 11 th St.	20	675
Gary Ave - 17 th St. to 19 th St.	20	1,070
Avenue C - 14 th St. to 14 ½ St.	20	175
Avenue D - S. 27 th St. to S. 29 th St.	20	725
24 th St. - Nederland Ave to Detroit	20	1,280
Avenue A - 20 th St. to 21 st St.	20	320
Ford - Viterbo to Holmes Road	20	1,000
Avenue E - Hardy Ave to Hwy 69	20	1,650
8 th St. - Boston Ave to the dead end	20	675
	Total Lf	16,770

City resources are prepared to assist with the Precinct's efforts. If you have any questions or concerns, please contact me at my Office at (409) 723-1503 or via email at cduque@ci.nederland.tx.us. Thank you.

Sincerely,


Christopher Duque,
City Manager

Cc: Robert Woods, PW Director

"Programmed for Progress"



HUBERT OXFORD, IV
 PARTNER

3535 Calder Avenue, Suite 300
 Beaumont, Texas 77706
 (409) 833-9182
 hoxfordiv@benoxford.com

May 8, 2024

Via Email:

The Honorable Judge Branick
 County Judge, Jefferson County, Texas
 Jefferson County Courthouse
 1149 Pearl Street
 Beaumont, Texas 77701

Re: Jefferson County Emergency Service District #1 Audit Report for FY
 2022-2023

Dear Judge Branick,

On behalf of the Jefferson County Emergency Service District No. 1 (“District”), the District is writing to request a thirty (30) day extension of its June 1, 2024 deadline to submit the October 1, 2022 through September 30, 2023 audit. Pursuant to Section 775.082(d) of the HEALTH AND SAFETY CODE, the Commissioner Court may grant a thirty-day extension if requested by the District.

Rest assured, the District is working with an auditor to complete the audit but because of the auditor’s schedule, they have not made it to the District’s offices yet to perform the necessary review of the District’s files. Therefore, the District respectfully requests that it be granted a thirty (30) day extension, as set forth in Section 775.082(d) of the Texas Health and Safety Code, to file its 2022-2023 audit with the Jefferson County Commissioner’s Court on or before July 1, 2024.

With best regards, I remain, very truly yours,

By: 

Hubert Oxford, IV
 General Counsel
 Jefferson County Emergency Service District No. 1

cc:

Honorable Eddie Arnold	pct1@co.jefferson.tx.us
Mrs. Fran Lee, County Auditor	fran.lee@jeffcotx.us
Mr. Fred Jackson	fjackson@co.jefferson.tx.us
Mr. John Johnson	jles53@gmail.com



Quit Claim Deed

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

Date: May, 14, 2024

Grantor: **Jefferson County**

Grantor's Mailing Address: 1149 Pearl St., Fourth Floor

Grantee: **Jefferson County Drainage District No. 6**

Grantee's Mailing Address: 6550 Walden Road, Beaumont, TX 77707

Consideration: the sum of TEN DOLLARS (\$10.00) cash, and other good and valuable consideration

Property (including any improvements):

Being a 5.010 acre tract of land. Part of Block 19, M.C. Cartwright Subdivision, recorded in Vol. 4, Page 194, Map Records, Jefferson County, Texas; being that same tract of land known as Tract 2, described in a partition deed between the City of Beaumont and Jefferson County, recorded in Volume 1662, Page 148, Deed Records of Jefferson County, Texas and which are described in Exhibit "A" which is incorporated herein.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

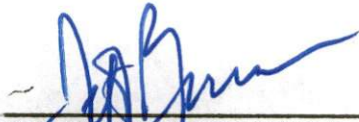
This conveyance is made and accepted subject to all restrictions, encumbrances, easements, covenants, and conditions relating to the Property filed for record in Jefferson County, Texas.

Grantor, for the Consideration, and subject to the Reservations from the Exceptions to Conveyance grants, sells, and conveys to Grantee the property together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold to Grantee and Grantee's successors and assigns forever. Grantor conveys any and all rights Grantor has in said property to Grantee.

When the context requires, singular nouns and pronouns include the plural.

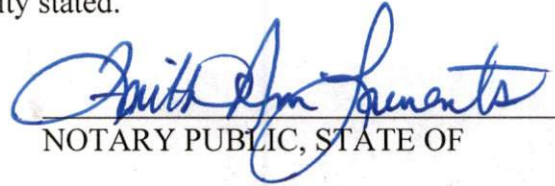
EXECUTED this 14th day of May, 2024

Jeff R. Branick, County Judge



THE STATE OF TEXAS §
§
COUNTY OF JEFFERSON §

Before me, a Notary Public, the foregoing instrument was acknowledged on 14th
day of May, 2024 by JEFF R. BRANICK as COUNTY JUDGE for Jefferson County
personally appeared before me, and who is known to me through
_____ to be the person(s) who executed it for the purposes and
consideration expressed therein, and in the capacity stated.



NOTARY PUBLIC, STATE OF

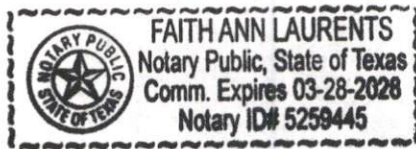
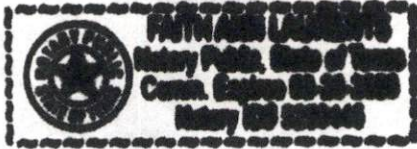
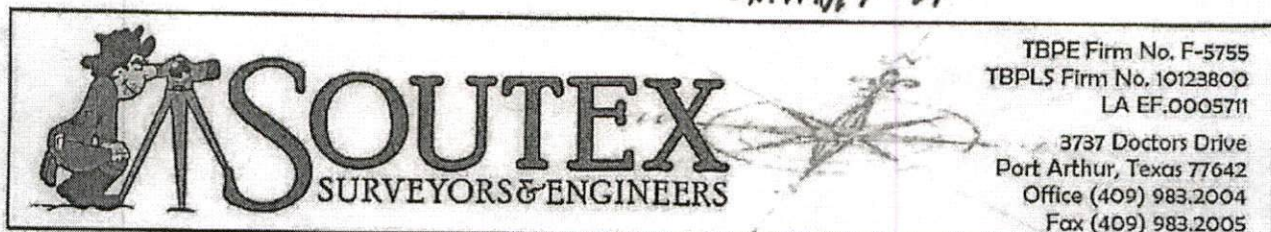


EXHIBIT "A"



**5.010 (CALLED 5) ACRES OF LAND
 PART OF BLOCK 19
 M. C. CARTWRIGHT SUBDIVISION
 JEFFERSON COUNTY, TEXAS**

BEING 5.010 (Called 5) acres of land, part of Block 19, M. C. Cartwright Subdivision, recorded in Volume 4, Page 194, Map Records, Jefferson County, Texas; being that same tract of land, known as Tract No. 2, described in a partition deed between the City of Beaumont and Jefferson County, recorded in Volume 1662, Page 148, Deed Records, Jefferson County, Texas; said 5.010 acre tract being more fully described by metes and bounds as follows, to wit:

Note: Bearings and coordinates are based on the Texas Coordinate System of 1983, South Central Zone, US Survey Feet, and are referenced to SmartNet, North America. Distances and acreage are surface.

BEGINNING at a disturbed 1 inch steel pipe found for the common corner of Blocks 13, 14, 19 and 20, M. C. Cartwright Subdivision, the Southeast corner of Jehovah Jireh Village, Phase One, recorded in File No. 2009015520, Official Public Records, Jefferson County, Texas, and the Southwest corner of the herein described tract; said 1 inch steel pipe having coordinates of N: 13959174.00, E: 3511218.42;

THENCE, North 03 deg. 10 min. 29 sec. West (Called North 00 deg. 08 min. 30 sec. East), on the East line of Jehovah Jireh Village, Phase One, and the common line of Blocks 13 and 19, M.C. Cartwright Subdivision, a distance of 307.23' (Called 305.65') to a 5/8-inch steel rod, capped and marked "M Whiteley", found for the Southwest corner of the (Called 4.694) acre tract of land described in a deed to Jutajo Holdings, LLC, recorded in File No. 2021033470, Official Public Records, Jefferson County, Texas, and the Northwest corner of the herein described tract;

THENCE, North 86 deg. 45 min. 34 sec. East (Called East), on the South line of the (Called 4.694) acre tract, at 697.13' passing a 5/8-inch steel rod, capped and marked "M Whiteley", found on an angle point in the West right-of-way line of Warren Street, for the Southeast corner of the (Called 4.694) acre tract, and continuing a total distance of 712.50' to a half-inch steel rod, capped and marked "SOUTEX", set for an angle point in the West line of said Warren Street, for the Northeast corner of the herein described tract;

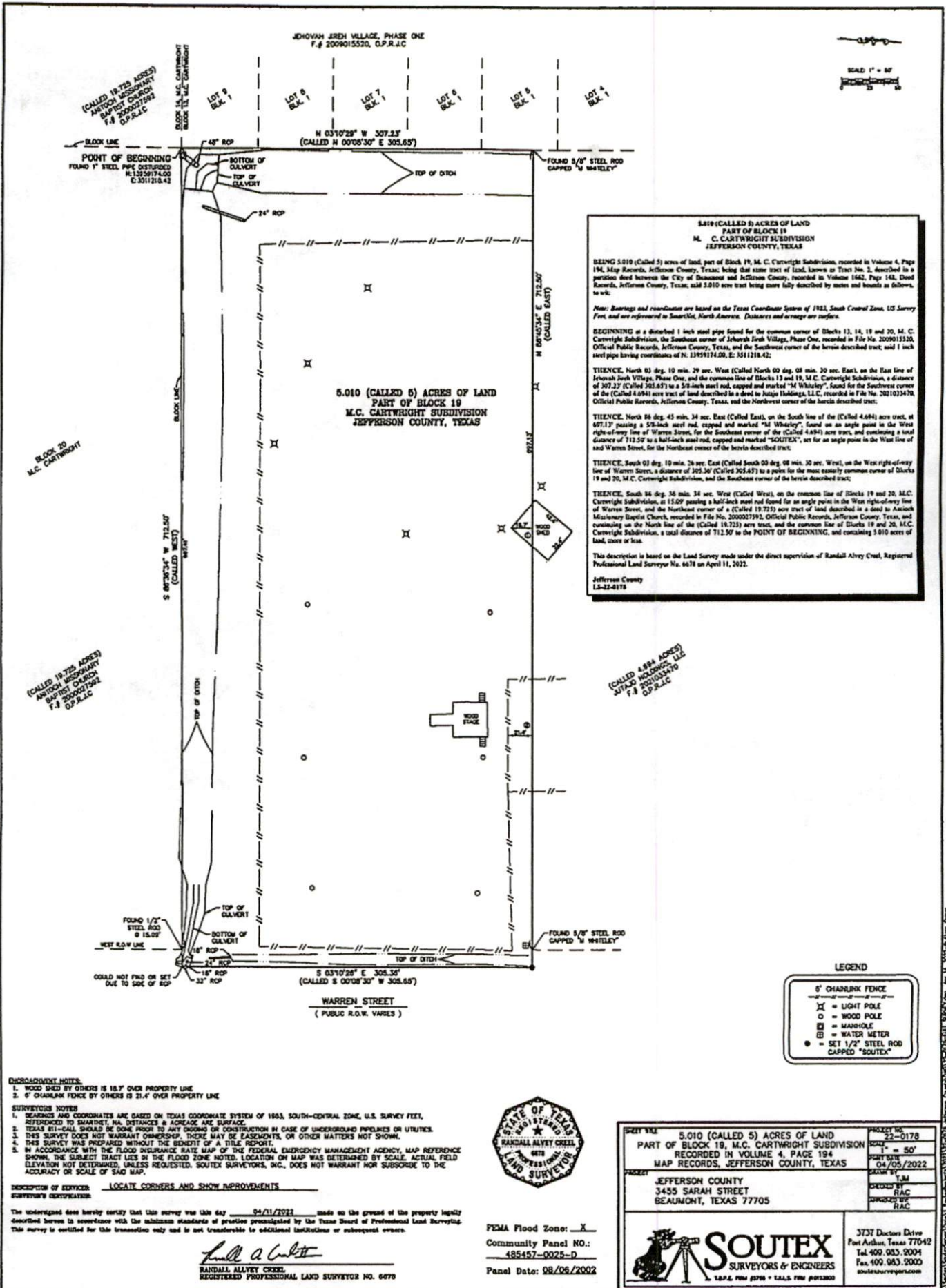
THENCE, South 03 deg. 10 min. 26 sec. East (Called South 00 deg. 08 min. 30 sec. West), on the West right-of-way line of Warren Street, a distance of 305.36' (Called 305.65') to a point for the most easterly common corner of Blocks 19 and 20, M.C. Cartwright Subdivision, and the Southeast corner of the herein described tract;

THENCE, South 86 deg. 36 min. 34 sec. West (Called West), on the common line of Blocks 19 and 20, M.C. Cartwright Subdivision, at 15.09' passing a half-inch steel rod found for an angle point in the West right-of-way line of Warren Street, and the Northeast corner of a (Called 19.725) acre tract of land described in a deed to Antioch Missionary Baptist Church, recorded in File No. 2000027592, Official Public Records, Jefferson County, Texas, and continuing on the North line of the (Called 19.725) acre tract, and the common line of Blocks 19 and 20, M.C. Cartwright Subdivision, a total distance of 712.50' to the **POINT OF BEGINNING**, and containing 5.010 acres of land, more or less.

This description is based on the Land Survey made under the direct supervision of Randall Alvey Creel, Registered Professional Land Surveyor No. 6678 on April 11, 2022.

Jefferson County
LS-22-0178





Return to
LAURIE LEISTER
COUNTY CLERK OFFICE
BEAUMONT, TX 77701

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS



Roxanne Acosta-Hellberg, County Clerk
Jefferson County, Texas

May 21, 2024 10:07:30 AM

FEE: \$0.00

2024013585



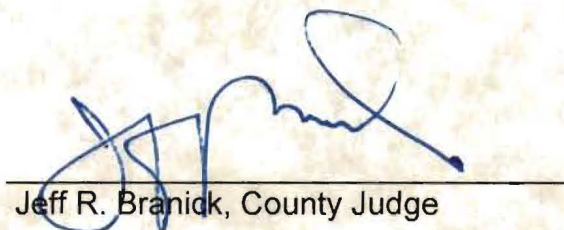
Jeff Branick
County Judge

Jefferson County Courthouse
P.O. Box 4025
Beaumont, TX 77704

Beaumont (409) 835-8466
Pt. Arthur (409) 727-2191 Ext. 8466
Facsimile (409) 839-2311

In accordance with the by-laws of the Jefferson County Tourism Commission, I hereby appoint Tammy Kotzur as Chairman of said Commission to fill the vacancy of the late Dr. Beverly Parker.

Effective this 9th day of May, 2024.



Jeff R. Branick, County Judge

